VENDOR AGREEMENT PACKAGE
Inside this package, you’ll learn about all the ways Landmark Network, Inc. is unique and what sets us apart from our competition.

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About Landmark Network, Inc.

Founded in 2007, Landmark Network, Inc. (LANDMARK NETWORK) is comprised of a group of dedicated individuals who strive to meet and exceed the needs of our appraisers, lenders, and borrowers all while maintaining compliance with USPAP, FHA, and GSE requirements. LANDMARK NETWORK is changing the way you think about valuation management and we have worked hard to become a top provider of these services.

Below is a short list of things we do differently and the benefits we offer you as a valued client.

The Landmark Difference

✓ **Nationwide:** We service most of the 50 states, Puerto Rico and the Virgin Islands. Our hours of operation are 6:00am to 6:00pm (PST), Monday through Friday. No matter what your question, there will always be a knowledgeable team member here to assist.

✓ **Borrower Communication:** While other AMCs leave it up to the appraiser to make contact with the borrower, we personally take the step to contact and educate them about the appraisal process. Additionally, we address any concern they may have prior to the inspection; therefore, resulting in a better prepared borrower and less chances for unnecessary costs related to re-inspections.

✓ **Geo Select:** Every LANDMARK NETWORK appraisal report is delivered to our client with a certificate of Geographic Competency, called the “Geo Select Certificate”. This ensures the appraiser assigned to the file is knowledgeable and competent in their specific market area.

✓ **Quality Control:** Appraisal reports are subject to both an automated and manual QC process by our in-house QC staff. There is no automated system that can match the expertise of our experienced quality control team and we work directly with underwriters to maintain current client, FNMA, FHLMC, FHA and investor requirements.

✓ **Payment:** We always pay our vendors and we always pay what is customary and reasonable for the market area. At LANDMARK NETWORK, we believe that you get what you pay for. The proven result delivers a better product at a higher level of service, which is what we strive for.
2  →  Appraisal Approval Requirements

Landmark places a large focus on recruiting and engaging Certified Residential or Certified General appraisers. This is not to say, however, that we do not work with a licensed appraiser. For all licensed appraisers who wish to work with us, you must provide us with a resume showing a minimum of 5 years’ appraisal work history. Without our appraisers, our business would cease to exist which is why our objective is always to provide our appraisers with an unmatched level of service and assistance in order to expect the highest quality appraisal report possible.

Qualification Standards

✓ Appraiser must hold a current state license or certification for real estate appraisal issued by a state organization or a state-regulated agency whose criteria for certification currently meets the minimum criteria issued by the Appraiser Qualifications Board of The Appraisal Foundation. Landmark Network will verify Appraiser’s credentials throughout his/her term of Agreement.

✓ Appraiser must be qualified and in good standing with any and all state licensing agencies and must not be prohibited from performing appraisal work by any state licensing agency, nor misrepresent any information in this application or other supporting document contributing toward Appraiser’s approval.

✓ Appraiser must understand investor and secondary market guidelines, including those of FNMA, FHLMC, and HUD, and be able to competently apply these requirements as well as any more stringent requirements established by Landmark Network or its clients in the completion of all order assignments.

✓ Appraiser must have a minimum of 5 years’ residential appraisal experience.

✓ Appraiser must be willing and able to communicate with our office via phone and/or email, Monday through Friday, excluding holidays.
Approval Documentation Requirements

Landmark Network uses the following documentation criteria in approving Applicants for our Approved Residential Appraiser Panel. The documentation criteria are subject to change without notice. Applicant must:

✓ Complete the online Appraiser Application.

✓ Provide a copy of the current state License or Certification for any state in which Appraiser has registered and desires to perform appraisal assignments.

✓ Provide a copy of current Declarations Page (Certificate) of Errors and Omissions Insurance policy. Minimum requirement to be added to the panel is $300,000 each claim / $600,000 Aggregate.

✓ Provide a copy of your current resume that includes all employment for the prior five years, plus a listing of professional education classes taken for licensing or continuing education within the last two years. The resume should note what percentage of time was devoted to the appraisal of real property for each employment period.

✓ Completed and signed W-9 form and a copy of your IRS 147C (Letter for TIN Validation)

✓ List of all counties covered

✓ List of all MLS providers you subscribe to

✓ Please provide 3 AMC or Lender specific references

✓ Disclose on Appraiser Application if Appraiser or the firm, through which currently or formerly employed, has ever been involved in a lawsuit (pending or resolved).

✓ Complete the Payment Information Form.

✓ Complete the Notice and Authorization form to procure a Criminal Background Check.
3 ➔ **Appraiser Service Level Expectations**

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**General:**

1. Appraiser shall perform the Services in accordance with this Agreement and the service levels, specifications and timeframes as set forth in this Agreement and/or Engagement Letter, as applicable. Appraiser understands, acknowledges and agrees to identify their competencies and that Landmark Network will determine Appraiser’s volume limits, geography, and appraisal products eligible for Services hereunder and may change such requirements from time to time in its sole and absolute discretion.

2. Unless the Parties otherwise agree in writing, all Services provided hereunder shall be processed and/or provided, whether in part or in whole, by Appraiser, its employees and/or representatives on and from a location or locations in one (1) or more of the fifty (50) states, and territories, of the United States of America only, all subject to applicable laws and regulations.

3. The Parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the Parties or any of their subcontractors or Representatives.

4. Appraiser agrees that it shall not be considered Landmark Networks exclusive provider of any goods or Services provided hereunder. Landmark Network retains the unconditional right to utilize other suppliers in the provision of similar services.

5. As required in this Agreement and/or Engagement Letter, all appraisal reports and related documentation, and invoices, shall be provided in printed or electronic formats acceptable to Landmark Network. Landmark Network may use and reproduce for internal purposes all appraisal reports and related documentation furnished by Appraiser, including displaying the appraisal reports and related documentation on Landmark Networks intranet or other internal electronic distribution system, in part or in whole. Appraiser acknowledges and agrees that the lender/client may disclose or distribute appraisal reports prepared by the Appraiser to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the Appraiser’s or the supervisory appraiser’s (if applicable) consent. Appraiser’s consent shall be obtained before an appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

   *Appraiser will not provide a copy or summary of any appraisal delivered to LANDMARK NETWORK, nor any excerpts there from, to any person, without LANDMARK NETWORK’s advanced, written authorization.

6. This Agreement shall be in effect from the Effective Date and shall continue until terminated under the terms of this Agreement.

7. Except as otherwise prohibited by applicable state or federal law, either Party may terminate this Agreement for its convenience, without cause, at any time without
further charge or expense upon prior written notice to the other Party. Without limiting the generality of the foregoing, Appraiser understands, acknowledges and agrees that Landmark Network may remove Appraiser.

8. Appraiser agrees to attend, at his/her own cost, training sessions and continuing education as required to maintain appropriate licensure. Appraiser agrees to stay current with the appraisal standards and practices relating to appraisals, USPAP, and the Interagency Guidelines for Banks & Credit Unions.

**Appraiser Personnel**

1. Appraiser is licensed or certified as required in order to perform appraisal services related to property located in the states on file with LANDMARK NETWORK and will provide to LANDMARK NETWORK a copy of each such license and renewal thereof. Once an Appraiser’s updated licenses or certifications have been received, Appraiser agrees to submit copies to LANDMARK NETWORK. Appraiser will maintain these licenses/certifications throughout the term of this Agreement and will advise LANDMARK NETWORK immediately of any investigation or proceeding relating to said licenses/certifications. Appraiser indemnifies LANDMARK NETWORK for any and all losses, damages, fines and/or costs, including reasonable attorney's fees, in connection with any failure by Appraiser to be properly licensed/certified.

2. Within forty-eight (48) hours following Landmark Networks request, Appraiser shall request permission to reassign to another approved Appraiser within the office, if Appraiser chooses to assign a Landmark Network order to another qualified and approved appraiser within Appraiser’s office.

3. Appraiser shall inform all of its personnel providing Services pursuant to this Agreement that they will not be considered employees of Landmark Network for any purpose, and that Landmark Network shall not be liable to any of them as an employer for any claims or causes of action arising out of or relating to their assignment.

4. Appraiser shall not knowingly permit a Representative to have access to the Confidential Information when such Representative: (a) has been convicted of a crime or has agreed to or entered into a pretrial diversion or similar program in connection with: (i) a dishonest act or a breach of trust, as set forth in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. 1829(a); or (ii) a felony; or (b) uses illegal drugs.

5. As may be required by Landmark Network, Appraiser and its respective Representatives may be required to submit to periodic background checks, including, without limitation, prior to performing Services under this Agreement and on such periodic basis as Landmark Network may determine appropriate in its sole discretion.

6. Landmark Network and Appraiser represent that they are equal opportunity employers and do not discriminate in employment of persons or awarding of subcontracts because of a person’s race, sex, age, religion, national origin, veteran or handicap status.

**Order Management:**

Landmark Network may make one or more websites available to Appraiser. Appraiser shall comply with any and all applicable policies and procedures and/or terms and conditions of use of such websites. Appraiser understands and agrees to utilize the website as described within the website. Currently Landmark Network utilizes a proprietary system called
Landscape for order management as well as a appraiser panel monitoring. The Landscape database must have a current license and E&O in order for the appraiser to be eligible for assignments.

✔ Assignment of the Appraisal Order:
Please read each order CAREFULLY as it contains important information about the property you are being asked to appraise as well client specific guidelines for completing the inspection and/or the final report. LANDMARK NETWORK does not broadcast orders to multiple appraisers; we personally contact each appraiser and offer the order for acceptance. If you receive an appraisal request from us, it is because you or someone in your office verbally accepted the order. If an appraisal order is received or accepted in error or cannot be completed, please contact our office immediately at 888.272.1214 x2 or send an email to vendors@landmarknetwork.com.

✔ Appraiser Independence:
To ensure appraiser independence, it is the policy of LANDMARK NETWORK not to release appraiser contact information (such as phone number or an address) to the lender of ordering party prior to the completion of an assignment. Therefore, if you receive a call from a lender or anyone other than a LANDMARK NETWORK representative requesting information about a particular order, please inform us so we may take the necessary steps to prevent this from occurring in the future. It is also the appraiser’s responsibility to comply with appraisal independence guidelines and expectations.

✔ Appraiser Proximity:
In accepting a LANDMARK NETWORK order – you acknowledge that you are:
1. Located within a MAXIMUM 30-mile radius from the subject property
2. Have access to the appropriate data for the area (MLS, County Records, etc.) to produce a sound and reliable value analysis
3. Experienced and knowledgeable in appraising the specific assignment and property type in the subject’s market area

✔ Communication:
Communication is the key to making any relationship successful and the one between LANDMARK NETWORK and the appraiser is no exception. We would like to keep phone contact between our staff and yours to a minimum; however, in order to accomplish this, it is important for us to follow the basic rule of communication.

✔ All orders will be delivered to Appraiser exclusively via Landscape. If Appraiser does not accept an order within 2 hours, it will be additionally assigned to the next available appraiser.
✔ Appraiser agrees to update status for the orders once an inspection is scheduled and agrees to make initial contact with the order contact within 24 hours of acceptance.
✔ If questions, problems, or concerns arise during the appraisal process. Appraiser agrees to notify Landmark Network immediately.
Orders will come in assigned to a specific appraiser, another Landmark Network approved appraiser may complete the assignment with permission from a Landmark Network representative – this must happen prior to inspection and be noted in the order log. Trainees are encouraged to participate and be noted in the report; however, the appraiser must inspect with the trainee and sign the report.

Appraiser agrees to meet deadlines within the order or communicate the reasons for delay. All delays must be communicated immediately when they are met, to avoid cancellation. This can be done via Landscape or by contacting Landmark Network. Landmark Network will otherwise assume that inspection has been completed, and there are no delays in completion of report.

Appraiser agrees to answer any requests for information from Landmark Network within 24 hours or communicate the reason a longer time period is necessary. All requests for information that come from outside of Landmark Network should be referred back to Landmark Network for comment.

Appraiser agrees to immediately notify the Landmark Network Vendor Manager or send an email vendors@landmarknetwork.com if the appraiser believes any party associated with the loan or appraisal has attempted to unduly influence the Appraiser.

If, at any time, you have questions regarding the order or utility of the site, please give us a call at 888.272.1214 x2 and speak with one of our representatives.

Timeframes:
Our customers rely on us to provide them with good customer service and timely updates on the progress of their orders. In order to fulfill their expectations, it is important for you, as the appraiser, to be responsible for completing and delivering the appraisal orders within a 5 day overall turn time or 48 hours of inspection. If you are unable to meet this established timeline, please notify LANDMARK NETWORK immediately and advise us of the reason for the delay. Delays caused by the borrower or contact for entry will not negatively impact your performance rating.

Quality vs. Timeframe:
At no time do we want the timeline for assignment completion to overshadow the overall work product quality. We understand there are situations where the complexity of the appraisal assignment prevents you from being able to complete the report within a previously agreed upon timeframe. In these situations, we ask that you please call or email our office and explain the reason for the delay and set a tentative timeframe for delivery. This information will be relayed to our client as an exception to their normal expectations. If we are properly notified of any and all possible delays in advance, no action will be taken to reduce your fee or future assignments.

Fees:
LANDMARK NETWORK strives to pay the appraiser a competitive and fair rate for their time and effort in completing appraisal assignments and we are committed to offering the appraiser a fee that is customary and reasonable for all assignments completed in their market area.
Unless otherwise mutually agreed in writing, Landmark Network shall pay Appraiser for Services provided under this Agreement as set forth in the Appraisal Order and Engagement Letter. Landmark Network reserves the right to amend or modify its fees/pricing from time to time in its sole and absolute discretion. To the extent Appraiser authorizes Landmark Network to pay fees for Appraiser’s services directly to Appraiser’s employer or affiliated appraisal company (as applicable), Appraiser will be deemed to have been paid in full upon Landmark Networks payment to Appraiser’s employer or affiliated appraisal company (as applicable); and Appraiser shall hold harmless Landmark Network and its Representatives from and against any and all claims or legal actions arising from any dispute between Appraiser and Appraiser’s employer or affiliated appraisal company (as applicable) regarding such payments made by Landmark Network.

Landmark Network shall not be required to pay for Services that are: (a) not requested by Landmark Network and documented in an Appraisal Order, or (b) not meeting the requirements of this end under a valid state appraisal license for the corresponding state in which the property is located, or (d) not completed by the assigned appraiser without Landmark Networks approval to change appraisers within the order. Fees for services not subject to this Agreement or an applicable Appraisal Order shall be as mutually agreed in writing between Landmark Network and Appraiser prior to performance. No fees for such services shall be due unless such services and fees are agreed to in writing by Landmark Network prior to Appraiser’s performance thereof.

Landmark Network regularly reviews fee studies, such as the a la mode median fee study and recognizing this median fee, pays a base fee slightly below the median and a complex assignment above the median. In addition, Landmark Network and Appraiser recognizes that Landmark Network assumes the following real expenses in management process including:

1. Credit card charges (typically 2.75% of total fee).
2. On time payments to appraiser, regardless of value or close of escrow date.
3. Charge back disputes accounting (Landmark Network pays the appraiser, regardless of the chargeback/issues from the borrower/or receipts of payment from the lender/broker).
4. Panel development.
5. Pipeline management.
6. Quality Control (prior to lender/investor submission – an increasing lender requirement).
7. Marketing and client development.
8. State licensing, bonding, and insurance.
9. Webinars and newsletters.
10. Up to date guidance regarding underwriting requirements and industry changes.

Invoices, Taxes and Payments:
LANDMARK NETWORK will automatically send payment to you for all work completed. Payments can be expected on a Net 60 basis upon completion of the appraisal report. Payments may be made sooner and are in compliance with each regulatory agencies stated
payment terms for appraisal management companies. LANDMARK NETWORK is currently licensed in most states where it is required and has confirmed that our payment policy is compliant with all state specifications. If you disagree with or have a question about your specific state, please do not hesitate to call us at 888.272.1214 x717 or email us at vendors@landmarknetwork.com.

✓ Cancellation Policy: When a client determines that an appraisal order should be canceled, a LANDMARK NETWORK representative will cancel the order and notify the Appraiser. If Appraiser is advised of the cancellation by the property contact, Appraiser should notify LANDMARK NETWORK immediately. A cancellation charge will be applied if some work has been completed on the appraisal order. Cancellation charges will be assessed as follows:
  ○ Appraisal ordered and/or assigned, but not inspected: there is no service fee.
  ○ Property inspected, but report has yet to be developed: Landmark Network will provide a$150 fee.
  ○ Property inspected and data entry of form has been completed, delivered to Landmark Network and meets QC requirements: the full fee is paid.

✓ Invoices shall not be attached to appraisal reports.
✓ Landmark Network will not be obligated to pay any invoices which fail to comply with the Appraisal Order Notes, and corresponding Engagement Letter.
✓ The Payments made by Landmark Network for Services performed by the Appraiser shall include all sales, use or excise taxes levied in accordance with the general statutes or other authoritative directives of the applicable taxing authority on amounts payable by Landmark Network to Supplier pursuant to this Agreement; and Landmark Network shall not be responsible for remittance of such taxes to applicable tax authorities, which shall be the responsibility of Appraiser.
✓ Landmark Network shall not be responsible for any ad valorem, income, gross receipts, franchise, privilege, value added or occupational taxes of Appraiser. Landmark Network and Appraiser shall each bear sole responsibility for all taxes, assessments and other real or personal property- related levies on its owned or leased real or personal property.
✓ Appraiser shall not contact lender, borrower or Affiliates for payment. Any and all billing questions shall be submitted solely to Landmark Network. Appraiser may contact accounting@landmarknetwork.com for billing questions.

✓ Appointment Times:
LANDMARK NETWORK requires all appraisers to communicate the inspection date and time within 24 hours of receipt of the appraisal order. This information is then relayed to the client so they are aware of the actual date of inspection. It is imperative to our clients that their borrowers are contacted immediately. Failure to schedule an appointment within 24 hours without reason may result in a lowered ranking or loss of future assignments. At no time should you discuss extended report delivery or turn times with the borrower. If the borrower asks questions, please refer them to contact their lender.
✓ **Scheduling Inspections:**
When calling to schedule inspection, we ask that you or your representative please inform the borrower or contact for entry that you are calling on behalf of Landmark Network and the lender. This is because all payments are being made out to LANDMARK NETWORK or the lender and it is to prevent any confusion on the part of the borrower or contact for entry.

✓ **UAD Requirements:**
UAD compliance is required for the following Fannie Mae/Freddie Mac appraisal report forms: 1004/70, 1073/465, 1075/466, 2055/2055. Standardized formats, abbreviations, ratings, and definitions must be in accordance with UAD specifications. Prior to XML/PDF conversion, appraisers must scrub their reports for UAD compliance using review tools provided by their appraisal software provider in an effort to ensure successful UCDP processing. Additional information regarding UAD requirements for appraisers can be found online at [https://www.efanniemae.com/sf/lqi/umd/umdp/uad/index.jsp](https://www.efanniemae.com/sf/lqi/umd/umdp/uad/index.jsp).

✓ **Appraisal Report Delivery:**
All appraisals MUST be completed in UAD format. Once completed, the report must be uploaded directly onto the order page in the form of an Adobe Acrobat .PDF file and in .XML format. We require the entire report (all pages) including digital photos, signature, sketches, maps, and a current copy of your license and E&O insurance to be sent at the time of completion. Please DO NOT include your invoice for services within the completed appraisal report as clients/borrowers have already made payment to us. If required by your state regulatory authorities, you may record your fee within the appraisal report as a comment on an attached addendum.

✓ **Licensing/Certification Requirements:**
Currently, LANDMARK NETWORK is only accepting applications for FHA certified Residential and FHA certified General appraisers across all 50 states. LANDMARK NETWORK will only use properly certified appraisers for our appraisal assignments and we expect your office to be in full compliance with the regulations set forth by the state in which you are appraising. Your license number and expiration dates are kept in our system and are cross-reference with the ASC and FHA databases to ensure continued compliance.

✓ **Order Acceptance:**
Once an order is accepted, an appointment should be scheduled with the borrower or contact for entry within 24 hours and notify LANDMARK NETWORK of the date and time. If for any reason you are unable to schedule the appointment, please advise LANDMARK NETWORK ASAP. The following are acceptable reasons for an order to go for longer than 24 hours without an inspection being set:

1. The borrower has advised the appraiser that they would like to delay scheduling. If this occurs, please make sure they provide you with their reason for wanting to delay the inspection so we may advise the client.
2. Appraiser has not been able to get in touch with the borrower. In this case you must contact LANDMARK NETWORK immediately to obtain additional contact information.

If an appraiser does not communicate a status to LANDMARK NETWORK within 24 hours, the order will be reassigned ASAP and you will forfeit the order.

✔ **Scheduling:**
An appraisal inspection should be set within 2 days of acceptance and/or according to the borrower's schedule. PLEASE DO NOT accept an order if your workload will not allow you to accommodate this timeline. If a borrower has requested an inspection to be set for 3+ days after the acceptance date, please advise LANDMARK NETWORK so we may inform the client.

✔ **Inspections:**
Once you have completed an inspection, we require delivery of the report within 24-48 hours unless you have advised us of a delay.

✔ **Quality Control:**
An in-house QC staff member manually reviews each report delivered to LANDMARK NETWORK. If a report is sent back after review with questions or corrections, it is our expectation that these corrections will be completed immediately upon receipt and a revised report will be submitted through the website in order to prevent long delays in delivery. If you are unable to complete the requested corrections immediately, please contact our office and advise us of an expected time of delivery.

✔ **Underwriting Conditions:**
If an underwriter requests a condition, we will notify you via email. We ask that you please give these conditions the highest priority and work to complete them as quickly as possible. We will ask to have the conditions completed and a revised report returned to our office within 24 hours of receipt. If this is not possible, please inform our office immediately and provide us with an estimated time of delivery.

✔ **Reconsiderations and Appeals:**
There may be instances when the borrower or lender will have questions regarding your report and will request clarifications, or submit additional data for your review. Rest assured, when you receive a request for reconsideration, it has been audited by one of our certified staff appraisers to ensure validity and accuracy before being sent to you. We ask that you please review all the information thoroughly and provide a professional response within an addendum to the original report, or confirm the requested corrections and resubmit the revised report to our office ASAP. Standard turn time for reconsideration is 24-48 hours.
**Insurance:**
Appraiser shall at its own expense secure and continuously maintain throughout the Term, the insurance coverage’s required by Landmark Network under the Landmark Network Policies and Procedures, as applicable. Appraiser shall, within seven (7) calendar days following Landmark Networks request, furnish to Landmark Network certificates and required endorsements evidencing such insurance.

- Appraiser certifies he/she will maintain an Errors and Omissions (E&O) Insurance policy in force at all times, without any lapses in coverage, as an approved Appraiser with LANDMARK NETWORK. Minimum coverage amounts are $300,000 each claim and $600,000 aggregate. At time of E&O policy renewal or when submitting proof of renewed licenses and certifications, Appraiser agrees to also provide proof of continued (or renewed) E&O Insurance coverage. Appraiser understands it is his/her responsibility to ensure LANDMARK NETWORK has a current policy copy of E&O insurance at all times.

- The failure of Landmark Network to obtain certificates, endorsements, or other forms of insurance evidence from Appraiser is not a waiver by Landmark Network of any requirements for the Appraiser to secure and continuously maintain the specified coverage. Landmark Networks acceptance of certificates and/or endorsements that in any respect do not comply with the requirements of this Section does not release the Appraiser from compliance herewith. Should Appraiser fail to secure and continuously maintain the insurance coverage required under this Agreement, Appraiser shall itself be responsible to Landmark Network for all the benefits and protections that would have been provided by such coverage, including without limitation, the defense and indemnification protections.

- Appraiser must notify Landmark Network immediately if coverage changes are made after such time that the certificates are issued to Landmark Network.

**Confidentiality and Information Protection:**

**Privacy Information:** The privacy regulations and information security guidelines issued by the federal financial regulators pursuant to the Title V of the Gramm-Leach-Bliley Act ("GLBA") went into effect on July 1, 2001. Pursuant to those regulations and guidelines, covered financial institutions and service providers with access to confidential data are required to ensure that all service providers and marketing partners who have access to customer information provide for confidentiality and security of such information. To facilitate LANDMARK NETWORKs ability to demonstrate compliance with the privacy requirements of GLBA, Appraiser agrees and understands his/her obligations to the following which will apply to all data provided to Appraiser by LANDMARK NETWORK:

1. As used herein, the term "Customer Information" shall mean any "nonpublic personal information" about the "customers" and "consumers" (as those terms are defined in Title V of the Gramm-Leach-Bliley Act and the privacy regulations adopted there under) of LANDMARK NETWORK. "Service Provider" shall mean the Party accepting below as "Appraiser" and each of its affiliates and subsidiaries that are now or hereafter may be providing any goods or services to LANDMARK NETWORK.
2. Appraiser acknowledges that Landmark Network has a responsibility to its customers and other consumers using its services to Consumer Information strictly confidential. Appraiser hereby agrees that it will not, and will cause its Representatives, consultants, Affiliates and independent contractors not to disclose Confidential Information, during or after the Term of this Agreement, other than on a “need to know” basis and then only to Appraiser’s Representatives. Appraiser shall not use or disclose Confidential Information for any purpose other than to carry out this Agreement. Appraiser shall treat Confidential Information with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care. Upon expiration or termination of this Agreement for any reason or at the written request of Landmark Network during the Term of this Agreement, Appraiser shall promptly return to Landmark Network or destroy according to the Information Destruction Requirements described within “Information Security”, at Landmark Networks election, all Confidential Information in the possession of Appraiser or Appraiser’s Representatives, subject to and in accordance with the terms and provisions of this Agreement.

3. The obligations of confidentiality in this Section shall not apply to any information that (i) Appraiser rightfully has in its possession when disclosed to it, free of obligation to Landmark Network to maintain its confidentiality; (ii) Appraiser independently develops without access to Confidential Information; (iii) is or becomes known to the public other than by breach of this Section or (iv) is rightfully received by Appraiser from a third party without the obligation of confidentiality. Any combination of Confidential Information disclosed with information not so classified shall not be deemed to be within one of the foregoing exclusions merely because individual portions of such combination are free of any confidentiality obligation or are separately known in the public domain.

4. Appraiser acknowledges that Landmark Network is required to comply with the information security standards required by the Gramm-Leach-Bliley Act (15 U.S.C. 6801, 6805(b)(1)) and the regulations issued thereunder (12 C.F.R. Part 40), the Fair and Accurate Credit Transactions Act (15 U.S.C. 1681, 1681w) and the regulations issued thereunder (12 C.F.R. Parts 30 and 41) and with other statutory, legal and regulatory requirements (collectively, “Privacy Laws”). If applicable, Appraiser shall make its best efforts to assist Landmark Network to so comply and shall comply and conform with applicable Privacy Laws, as amended from time to time, and with the Landmark Network policies for information protection as modified by Landmark Network from time to time.

5. Throughout the term of this Agreement, Service Provider shall implement and maintain “appropriate safeguards” as that term is used in Section 314.4(d) of the FTC Safeguard Rule, 16 C.F.R. Section 314 (the "FTC Rule") for all “customer information” as that term is defined in Section 314.2(b) of the FTC Rule, owned by LANDMARK NETWORK and delivered to the Service Provider pursuant to this agreement.

6. As a condition of access to the Confidential Information of Landmark Network, and upon the request of Landmark Network, Appraiser shall make available to Landmark Network a copy of its written Information Security Program for
evaluation. The program shall be designed to: (a) ensure the security, integrity and confidentiality of Confidential Information; (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information; (c) protect against unauthorized access to or use of such Confidential Information that could result in substantial harm or inconvenience to the person or entity that is the subject of such Confidential Information; and (d) ensure the proper disposal of such Confidential Information.

7. Appraiser shall ensure the following: (a) adequate governance and risk assessment processes are in place to maintain controls over Confidential Information. A security awareness program must be in place or implemented that communicates security policies to all Appraiser personnel having access to Confidential Information; (b) notification to Landmark Network of changes that may impact the security of Confidential Information. Such changes requiring notification include, by way of example and not limitation, outsourcing of computer networking, data storage, management and processing or other information technology functions or facilities and the implementation of external web-enabled (Internet) access to Confidential Information; and (c) use of strong, industry-standard encryption of Confidential Information transmitted over public networks (e.g. Internet, non-dedicated leased lines).

8. Appraiser agrees his/her use of electronic communications to transmit appraisals is secure; only Appraiser knows the password required to transmit appraisals and only Appraiser has the access required to electronically transmit an appraisal with an electronic signature.

9. Service Provider shall promptly notify LANDMARK NETWORK in writing of each instance of (i) unauthorized access to or use of that customer information that could result in substantial harm or inconvenience to a customer of LANDMARK NETWORK or (ii) unauthorized disclosure, misuse, alteration, destruction, or other compromise of that customer information.

10. Service Provider shall indemnify and hold harmless LANDMARK NETWORK from and against any loss, claim, costs, penalties, and expenses that LANDMARK NETWORK may suffer due to Service Provider's breach of any provision in this section.

✓ **Mutual Representations and Warranties:**

1. Each Party represents and warrants the following: (a) the Party's execution, delivery and performance of this Agreement: (i) have been authorized by all necessary corporate action, (ii) do not violate the terms of any local, state or federal, law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject and (iii) are not subject to the consent or approval of any third party; (b) this Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms; and (c) such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder.

2. If at any time after the Effective Date of this Agreement, Appraiser or Affiliate is
engaged in litigation or pending governmental investigation or action which could interfere with Appraiser’s performance of its obligations hereunder, Appraiser agrees to contact a Landmark Network Vendor Manager upon notice of impending litigation or governmental investigation or action.

✓ Representations and Warranties of Appraiser:

1. In rendering its obligations under this Agreement, without limiting other applicable performance warranties, Appraiser represents and warrants to Landmark Network as follows: (a) Appraiser is in good standing in the state of its incorporation/organization and is qualified to do business as a foreign corporation/organization in each of the other states in which it is providing Services hereunder; (b) Appraiser shall secure or has secured, and will continue to maintain, all permits, licenses, regulatory approvals and registrations required to render Services set forth herein, including without limitation, registration with the appropriate taxing authorities for remittance of taxes, (c) except as may be specifically disclosed in writing to Landmark Network by Appraiser and acknowledged in writing by Landmark Network, Appraiser has not had any disciplinary action(s) against it in the state(s) where it is licensed/certified within the last five (5) years, and (d) Appraiser possesses geographic and product competence for each Appraisal Order accepted.

2. Appraiser will not accept or complete assignments in which he/she has an interest, direct or indirect, financial or otherwise in the subject property.

3. Appraiser has the right to refuse any and all offers of appraisal assignments. Appraiser retains sole and absolute discretion, control, and judgment in the manner and means of executing the appraisal assignment in accordance with appropriate regulatory guidelines or requirements. In the event Appraiser has an excessive amount of order declines, LANDMARK NETWORK reserves the right to evaluate and/or modify Appraiser’s coverage area on file with LANDMARK NETWORK.

4. Appraiser represents and warrants that it shall perform the Services in a timely and professional manner using competent personnel having expertise suitable to their assignments.

   i. When an order is accepted, Appraiser agrees to complete the order within the stated turnaround time (“TAT”), product, and client expectations as indicated in the appraisal order, LANDMARK NETWORK Appraiser Company Standards Policy, and/or the LANDMARK NETWORK Residential Appraisal Guidelines. The turnaround time (defined as the time in which the report must be electronically delivered to LANDMARK NETWORK) begins when the request for the appraisal is received and accepted by Appraiser, as verified by the electronic mail date and time. Orders that are subject to client/realtor delays, property access issues, or incomplete/incorrect orders will be adjusted in the turnaround time calculations. Appraiser will manage exceptions on a case-by-case basis by contacting LANDMARK NETWORK as soon as Appraiser learns of the occurrence of the delay, and the clock will restart when the inspection is completed. The turnaround time clock stops when Appraiser completes the
report and electronically transmits the report, as verified by the electronic mail date and time.

5. Appraiser represents and warrants that the Services shall conform to or exceed, in all material respects, the specifications described herein, as well as the standards generally observed in the industry for similar services, and in the Engagement Letter. Appraiser represents and warrants that the Services shall comply with the current Uniform Standards of Professional Appraisal Practices, all applicable state and federal laws (including, without limitation, FIRREA Title XI, the Equal Credit Opportunity Act and the Fair Housing Act, GLB Privacy Act) and all applicable appraisal guidelines published by Fannie Mae, Freddie Mac, HUD, the FDIC, the OTS, the OCC and the NCUA and that he/she will prepare appraisals that meet those standards as applicable. In addition, Appraiser agrees to perform his or her responsibilities under this Agreement in compliance with all applicable federal and state laws, regulatory requirements and professional standards pertaining to the appraisal of real property, including but not limited to the requirements specified in or established under Title XIV of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Title XI of the Financial Institutions Reform Recovery and Enforcement Act of 1989 (FIRREA). LANDMARK NETWORK may from time to time issue its own appraisal standards to which the Appraiser agrees to adhere. Appraiser will be subject to ongoing quality assurance reviews by LANDMARK NETWORK to verify Appraiser’s continued competency.

6. Any client-specific requirements and/or special instructions attached to the order must be strictly adhered to when completing assignments. Please be sure to read instructions associated with each order as client requirements may change.

7. Appraiser will complete all inspections in person and will not allow assignments to be completed by, or assigned to, any other appraisers without prior approval by LANDMARK NETWORK. The inspection of the property must be a personal on-site inspection and cannot be a “virtual” inspection. The interior and exterior must be inspected unless the assignment is for an “Exterior-Only Inspection” appraisal report.

8. Appraiser agrees to utilize the LANDMARK NETWORK website (https://www.landmarknetwork.com) on a regular basis to keep track of assigned orders, provide timely updates to those orders, and to respond to web-initiated requests. The following work items need to be processed via the LANDMARK NETWORK website:
   i. Outstanding Communications:
      1. View and acknowledge outstanding order communications submitted through the website.
      2. Previous communications are displayed on the Order Notes tab for each order.
   ii. Outstanding Orders:
      1. Obtain a list of outstanding orders to be completed.
      2. Retrieve the assignment report for each order online.
      3. Provide inspection dates online.
      4. Provide comments for each order online as necessary.
   iii. Order Follow-up: (Orders that require follow-up for an Inspection Date,
1. Obtain a list of order follow-up details.
2. Provide inspection dates online.
3. Provide comments for each order online as necessary.

9. Appraiser represents and warrants that the Work Product and Services furnished under this Agreement do not and shall not infringe, misappropriate or otherwise violate any Intellectual Property Rights or any other rights of any third party.

10. As of the Effective Date, there are no actions, suits or proceedings pending, or to the knowledge of Appraiser threatened, against Appraiser and Appraiser's Representatives alleging infringement, misappropriation or other violation of any Intellectual Property Rights related to any Work Product or Service contemplated by this Agreement.

11. Appraiser shall immediately notify LANDMARK NETWORK if his/her appraisal license is suspended, revoked or limited by any state licensing or governing agency.

12. Appraiser shall be responsible for ensuring that Appraiser’s Representatives and shall perform all obligations of Appraiser under this Agreement in compliance with all laws, rules, regulations, guidelines and other legal requirements. In addition, the Appraiser represents they are in compliance with all federal consumer financial laws, including regulations related to unfair, deceptive or abusive acts or practices. USPAP violations shall be reported to all applicable state boards, along with the corresponding report.

13. Appraiser Communications/Reconsiderations: Appraiser acknowledges that he/she may be contacted by real estate brokers, sales people, home buyers, home sellers, or others who seek adjustments to the value conclusions in his/her appraisal reports. Appraiser agrees that he or she will immediately refer or report all such contacts or requests to LANDMARK NETWORK for each LANDMARK NETWORK client and will not take any responsive actions unless a formal Appraisal Reconsideration Request is received from LANDMARK NETWORK. Appraiser further agrees that in responding to such requests, he or she will: (i) utilize LANDMARK NETWORK-required forms and adhere to other applicable appraisal review policy requirements imposed by LANDMARK NETWORK and/or its clients; (ii) comply with USPAP and other applicable laws, rules and standards; and (iii) refrain from submitting any altered appraisal report unless all changes have been adequately supported and appropriately documented in the revised report.

14. Revisions to Sales Contracts: Appraiser acknowledges that in connection with his/her appraisals, he/she may receive revised sales contracts that change the purchase. Upon receipt of a revised sales contract that modifies the purchase price the Appraiser will analyze the change(s) and make appropriate revisions to the appraisal report. The revisions to the report include identifying the terms of the contract for sale in an appraisal addendum; and if the opinion of value is changed, provide a detailed explanation for the change in value.

15. Appraiser agrees to notify LANDMARK NETWORK, whenever possible, via its website of any absences, at least 1 week prior to start date, by submitting a request to be placed on black out.

16. In the event that Appraiser’s approval status with LANDMARK NETWORK is
terminated by Appraiser or by LANDMARK NETWORK, all payments thereafter made to Appraiser shall be made in accordance with the compensation agreement in effect at the time that the assignment is ordered with Appraiser.

✔ **Limitation of Liability:**
Neither Party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such Party alleged to be liable has knowledge of the possibility of such damages, provided, however, that the limitations set forth in this Section shall not apply to or in any way limit the obligations of the Section entitled “Confidentiality and Information Protection” or Appraiser’s gross negligence or willful misconduct.

✔ **Law to Govern:**
This Agreement shall be governed by and construed and enforced in accordance to the laws of the State of California.

✔ **Severability:**
The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Agreement shall survive the termination or modification of any arrangements contained herein or in any Exhibits or Addendums attached hereto.

✔ **Entire Agreement:**
This Agreement, which consists of all documents and exhibits as listed on Page 4-5 of the Vendor Package Agreement, encompasses the entire Agreement between Appraiser and LANDMARK NETWORK and supersedes any and all prior Agreements and/or discussions. LANDMARK NETWORK shall have the authority to unilaterally modify this Agreement as needed at its sole discretion.

✔ **Disclaimer:**
If you disagree with any portion of this agreement and would like LANDMARK NETWORK to remove you from our list of possible appraisers, please forward an email to our office at vendors@lendmarknetwork.com requesting to be removed from the panel.
Acknowledgement

By signing this Appraiser Agreement package, the appraiser hereby acknowledges and warrants the following:

- Appraiser has and shall maintain any necessary licenses to perform the appraisal work required in accordance with state/local regulations and requirements, as well as all LANDMARK NETWORK requirements.

- The appraiser shall immediately inform LANDMARK NETWORK in the event they no longer maintain such licenses.

- Appraiser will, at all times, conduct the appraisal within requirements set forth by local, state, and/or federal authorities.

- Appraiser shall carry sufficient E&O insurance to meet lender/investor and state requirements. The minimum E&O requirements to be approved with LANDMARK NETWORK is $300,000 each claim / $600,000 aggregate.

*We request the appraiser to provide an electronic signature as acknowledgement of all items addressed within the SLE.*

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4  Appraiser Disciplinary Process

What you need to know about Mandatory Reporting of an appraiser.

Reporting an appraiser to a state and/or other regulatory agencies is serious business and should be treated as such.

In order to report an appraiser, a strong suspicion that they have materially failed to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) or other ethical and/or professional expectations should be evident. Additionally, such suspicions should lead a reasonable and disinterested third party to believe a material failure to comply has occurred. To clarify, a material failure is one that will significantly affect the final value outcome for a subject property, usually making a difference of 10% of more.

If a failure to comply is identified, Landmark Management will complete the following steps in order to determine whether or not the appraiser should be reported to the appropriate agency.

✓ Contact the appraiser to review and discuss the identified concern(s).

✓ Appraiser will be requested to provide a written rebuttal or explanation of concern(s).

If a reasonable resolution cannot be obtained through correction or explanation, Landmark will begin the process of reporting the appraiser and specific material failure to the state board and/or regulatory agencies that govern the location of the subject property. In addition, the appraiser’s approval status on Landmark’s panel will be placed on hold pending the final outcome and findings of the regulatory agency.

✓ You Should Know

1. The business of reporting an appraiser should not be taken lightly.

2. A material failure is one that will significantly affect the final value outcome for a subject property.

3. Only after an in depth investigation into the complaint in completed, and the appraiser has completed their appeal process, will Landmark begin the process of reporting an appraiser.