

TITLE PROVIDER AGREEMENT

This Title Provider Agreement (this “Agreement”) is made and entered into and effective as of the effective day listed below (“**Effective Date**”) by and between Title365 Company, 750 Highway 121 Bypass, Suite 100, Lewisville, TX 75067-8120 (“**Xome**”) and the Title Provider listed below (“**Agent**”). For purposes of this Agreement, each of Xome or Agent may be referred to individually as a “**Party**” or collectively as the “**Parties.**”

Effective Date of Agreement:	
Agent Name:	
Federal Tax ID Number:	
Agent Address:	
Are you a Minority Vendor? If yes, provide minority class.	
Are you a US Military Service Veteran?	

Agent’s point of contact for all purposes:

Name:	
Title:	
Telephone:	
Fax:	
Email:	
Address:	

Xome’s Point of Contact for all purposes **except billing**:

Name:	Title Vendor Management
Email:	NationalVM@Title365.com
Address:	345 Rouser Road, Bldg. 5, Suite 201 Coraopolis, PA 15108

By signing below, the Agent acknowledges that if approved to the Xome Title Provider panel, this approval was based on Agent’s representations contained herein and its agreement to all of the terms and conditions set forth in this Agreement.

AGENT:

By:	
Name:	
Title:	
Date:	

This cover page is attached to and made a part of the above-referenced Agreement for all purposes.

This Agreement sets forth the terms and conditions pursuant to which Xome may retain Agent on a non-exclusive basis at Xome's discretion from time to time to provide title services, recording documents, and searches ("**Services**") or abstract reports ("**Reports**").

1. **Services.** Agent shall perform the Services described in a separate request for Services or Reports, order, or other manner of request ("**Request**") issued to Agent by Xome. In performing said Services or Reports, Agent agrees to comply with the Provider Performance Expectations, as set forth in Exhibit A, attached hereto. Xome may update Exhibit A without written amendment to this Agreement, and Agent agrees to comply with the updated Provider Performance Expectations.
2. **Compliance with Laws.** In connection with the Services and performance of the transactions contemplated under this Agreement, Agent agrees to comply in all respects with all applicable federal, state and local laws, including, without limitation:
 - a. All anti-discrimination, anti-retaliation and wage payment laws;
 - b. All debt collection laws;
 - c. All laws that prohibit discrimination in housing, lending and their related activities, including, without limitation, the Fair Housing Act, the Equal Credit Opportunity Act and the Family Medical Leave Act; and
 - d. All executive orders and regulations relating to the sale of property to restricted individuals and organizations. A list of restricted individuals and organizations can be obtained from the U.S. Treasury Office of Foreign Assets Control and can be found online at www.treasury.gov/ofac.

Agent shall also comply with all practices and principles of equal opportunity and non-discrimination. Agent further agrees to require each of its subcontractors or vendors that provide Services or Reports to Xome ("Subcontractors") to similarly commit to the practice and principles of equal employment opportunity and non-discrimination in all of their business activities.

Agent agrees to immediately notify Xome if Agent becomes aware of any actual or suspected violation of any such laws, executive orders, or regulations. Agent agrees to fully cooperate with Xome and all governmental authorities in connection with such actual or suspected violations.

3. **Compensation and Payment.**
 - a. **Payment via ACH.** Terms of payment for vendors receiving payments via ACH are net 28 days from the date the invoice is received. Payments will be initiated on the 28th calendar day (or the next business day if it falls on a Saturday, Sunday, or holiday). Payments will be generated and deposits will be processed in the next weekly payment batch. The email notification will provide the remittance information for your deposit.
 - b. **Payment via Check.** Check payments will be processed on the second Wednesday of every month for all orders closed in our system for the prior month. If you receive information regarding a payment and you have not received the payment, contact the AP department using the following email address: atiaccountspayable@title365.com. If the check was issued over two (2) weeks ago, the AP department will determine if the check has been cleared from the bank account. If the check still has not cleared the bank account, a stop payment will be issued and a replacement check will be issued. Any check cashed by an unauthorized party will require the vendor to complete an original Affidavit of Forgery form for Xome's bank. You will be instructed on how to process this form by the AP department.

Any inquiries regarding payments, please contact Xome accounts payable department at (800) 589-7329 or atiaccountspayable@title365.com. The item in question will be researched and resolved within three (3) business days if at all possible. Requests for payment of files older than three (3) months will NOT be investigated or honored.

4. Confidentiality.

- a. As used in this Agreement, “**Confidential Information**” includes any information or data disclosed by Xome to Agent, and which concerns the management and business of Xome, files maintained by Xome (including, without limitation, data contained in any database to which the Agent has been given access), the business relationships and affairs of Xome and its clients, the internal policies and procedures applicable to Xome or its personnel and the formulation of investment strategies and policies. It also includes displays, designs, descriptions, procedures, formulas, software, software products, the manner in which the software computes, results, discoveries, inventions, specifications, drawings, sketches, models, samples, codes, improvements, concepts, ideas and past, present and future research, development, business activities, products or services that are proprietary to Xome or a third party to whom Xome has a duty of confidentiality as well as any additional information Xome may also designate as Confidential Information either orally or in writing. Agent also understands that the Confidential Information may contain “nonpublic personal information” as that term is defined in Section 6809(4) of the Gramm-Leach-Bliley Act (including the regulations promulgated thereunder, the “Act”) and agrees to maintain such nonpublic personal information that it receives hereunder in accordance with the Act and other applicable federal and state privacy laws.
- b. Agent shall use, and shall ensure that all representatives and Subcontractors use, the Confidential Information only for the purpose(s) of providing the Services and Reports and will not use the Confidential Information for its own corporate purposes or otherwise, except in accordance with performance/delivery of the Services and Reports and the terms of this Agreement. Agent shall not disclose or permit any representative or Subcontractor associated with Agent to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose the Confidential Information to any third party, firm or corporation without the prior written permission of Xome. Each Party shall use at least the same degree of care in handling the Confidential Information as it uses with regard to its own proprietary information, but no less than a reasonable standard of care.
 - i. The Confidential Information, including permitted copies, shall be deemed to be the exclusive property of Xome. Xome’s disclosure of the Confidential Information will not constitute an express or implied grant to Agent of any rights to or under Xome’s patents, patent applications, copyrights, trade secrets, trademarks or other intellectual property rights.
 - ii. In the event that Agent or any of its representatives, employees, or agents becomes required to disclose any Confidential Information under the terms of a subpoena or order issued by a court of competent jurisdiction or by a governmental or administrative body, it agrees to (i) immediately notify Xome of the existence, terms and circumstances surrounding such a requirement, (ii) consult with Xome on the advisability of taking legally available steps to resist or narrow such requirement, and (iii) if disclosure of such information is required, take reasonable steps to attempt to obtain or help Xome obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed information which Xome so designates.
- c. Agent agrees (i) to advise all representatives and Subcontractors who become aware of Confidential Information (or the fact that discussions or negotiations are taking place concerning a possible business relationship or the identity of the parties thereto) of the terms of this Agreement, (ii) to use its best efforts to

ensure that such representatives or Subcontractors act in accordance with the provisions of this Agreement, and (iii) to be responsible for any breach of this Agreement by any such representatives or Subcontractors.

- d. Communications. While performing Services hereunder, unless Agent receives prior approval from Xome, Agent shall not communicate in writing or orally concerning property to be evaluated with any owner or borrower who is a party to a purchase contract concerning the property to be evaluated, mortgage brokers, real estate brokers, real estate agents, or any employee of the lender or loan originator for whom the Services are being conducted.
- e. Upon termination of the purpose for which the Confidential Information was disclosed (or earlier at the request of Xome), Agent shall (i) promptly return to Xome or destroy, at the discretion of Xome all Confidential Information and any copies of documents, papers or other material which may contain or be derived from the Confidential Information in its possession; and (ii) if requested by Xome, attest in writing that it has satisfied its obligations under this paragraph. This Agreement shall terminate upon the earlier of the return or destruction of all Confidential Information or one (1) year from the date of this Agreement, unless required by law to be retained by Agent.
- f. Confidential Information shall not include information that (i) is or becomes available to the public other than by disclosure by the Agent, or any of its representatives and Subcontractors in violation of this Agreement; (ii) was demonstrably and legally known to Agent previously with no obligation to hold it in confidence; (iii) is independently developed by Agent without reference to the Confidential Information of Xome; or (iv) was rightfully obtained by Agent from a third party without an obligation of confidentiality.
- g. Agent acknowledges and agrees that it would be difficult to fully compensate Xome for damages resulting from the breach or threatened breach of the foregoing provisions and, accordingly, that Xome will be entitled to seek injunctive relief, including without limitation, temporary restraining orders, preliminary injunctions and permanent injunctions, to enforce such provisions in addition to any other rights and remedies available to it. For the avoidance of doubt, this provision with respect to injunctive relief will not, however, diminish Xome's right to claim and recover damages.

5. Ownership of Materials.

- a. Xome Data. Each of the Parties agrees that Agent may capture information, images, calculations, performance data, observations relating to product types, pricing, data elements and characteristics, product characteristics or other data, whether or not combined with any other information, observations, images, elements, calculations or other data, relating to Xome transactions and/or the Services provided by Agent for Xome ("Xome Data") from time to time in furtherance of this Agreement, and that such Xome Data will be considered Confidential Information of Xome. Xome grants to Agent a limited, revocable, non-exclusive, non-transferable, royalty-free license to use such Xome Data solely for the purpose of performance in furtherance of this Agreement; provided, however, that (i) no individual data about Xome, a Xome Affiliate, a Xome client or their respective customers or consumers shall be revealed to any other party, and (ii) no information amounting to nonpublic personal information (within the meaning of Title V of the Gramm-Leach-Bliley Act and its implementing regulations, or any similar provision under any other Applicable Law) shall be revealed within any such Service or Request. As between Xome and the Service Provider, all right, title and interest in and to Xome Data is and shall remain the sole property of Xome.

6. Risk Review and Information Security.

- a. Risk Review Process. Agent acknowledges that Xome requires companies with which it conducts business to periodically participate in a process that requires Agent to respond to inquiries and provide information that

will assist Agent in assessing the risks associated with conducting business with Agent (the “**Risk Review Process**”). Agent agrees to participate in the Risk Review Process and to promptly and truthfully provide any requested information associated with it. Furthermore, Agent agrees to fully and promptly take all necessary actions to resolve to Xome’s reasonable satisfaction any adverse findings or weaknesses identified by Xome during the Risk Review Process.

- b. **Safeguards.** Agent represents and warrants that it has and will continue to have adequate administrative, technical, and physical safeguards: (i) to ensure the security and confidentiality of NPI or NPPI; (ii) to protect against any anticipated threats or hazards to the security or integrity of NPI or NPPI; and (iii) to protect against unauthorized access to or use of Xome NPI or NPPI which would result in a “breach” as that term is defined under applicable federal and state privacy laws, or substantial harm to Xome, Xome’s employees, or Xome’s customers.
 - c. **Security Breach.** Agent will maintain records of any known Security Breaches in accordance with commercially accepted industry practices, and will make such records available to Xome upon request. In the event of any Security Breach, Agent will immediately (within 24 hours of Agent becoming aware of it) notify Xome’s Information Security Officer or designated representative of such Security Breach at each of the following: (i) Xome’s 24-hour phone number: (888) 772-2432 (or such other number provided in writing by Xome to Service Provider from time to time) and (ii) Xome’s Information Security email address: Information.Security@nationstarmail.com. In addition, Agent will promptly coordinate with Xome security personnel to investigate and remedy the Security Breach. Except as may be strictly required by Applicable Law, Agent agrees that it will not inform any third party, excluding its legal advisors, insurance carrier, and those parties engaged to assist in resolving the Security Breach, of Xome’s involvement in any such Security Breach without Xome’s prior written consent; however, if such disclosure is required by Applicable Law, Agent agrees to work with Xome regarding the content of such disclosure so as to minimize any potential adverse impact upon Xome and its clients and customers.
7. **Agent Status as Independent Contractor.** Agent shall be an independent contractor of Xome and nothing herein shall create an employer-employee, joint venture or partnership between Agent and Xome, Xome’s affiliates, or Xome’s clients. Agent shall be solely responsible for all taxes and withholdings payable by Agent and acknowledges and agrees that Xome shall not be responsible for withholding taxes with respect to Agent’s compensation hereunder. Agent shall have no right to or claim against Xome hereunder or otherwise with respect to benefits available to Xome’s employees; including without limitation vacation pay, sick leave, retirement benefits, social security, worker’s compensation, life insurance, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- a. **Agent Personnel.** Agent’s representatives, employees, Subcontractors, and consultants (“**Agent Personnel**”) will be and will remain at all times employees or independent contractors of Agent and shall not be deemed to be employees of Xome for any reason or purpose. Agent shall be solely responsible for the safety and supervision of Agent Personnel’s payment of wages, salaries and other amounts due such employees in connection with the Agreement and shall be responsible for all taxes, reports and any other obligations respecting employees required by law.
 - b. **Performance.** Agent is responsible for the Services performed by Agent Personnel to the same extent as if they were performed by Agent and, for purposes of this Agreement, such work shall be deemed work performed by Agent. Agent shall be responsible and liable for any and all costs associated with enforcing Xome’s rights under this Agreement against Agent Personnel.

- c. **Background Checks.** Prior to the provision of Services hereunder, and ongoing, Agent shall conduct, or cause to be conducted (by contract or otherwise) third-party background checks at its expense on all Agent Personnel who will be involved in providing Services hereunder. In no event without the prior written approval of Xome, will any person who has been convicted of any criminal offense involving dishonesty, a breach of trust, money laundering or has participated in a pre-trial diversion with respect to such an offense, or who has been convicted of a felony within the last seven (7) years, participate in the provision of Services hereunder. Xome may, in its sole discretion, require that Agent provide written evidence of successful background checks on Agent Personnel and Subcontractors upon reasonable notice. If a government sponsored entity, governmental organization or agency requests Agent Personnel to undergo a background check, Agent agrees to provide such background check at Agent's expense. Agent represents that it is in compliance with Executive Order 13224 (or successor orders/legislation), that it annually screens its Agent Personnel against the Specially Designated Nationals and Blocked Persons list published by the Office of Foreign Assets Control of the U.S. Department of the Treasury (the "OFAC List"), and that no Agent Personnel is named on the OFAC List.
 - d. **Assignment and Removal of Specific Agent Personnel.** Upon the request of Xome, Agent shall immediately remove any Agent Personnel performing Services under this Agreement and replace such Agent Personnel as soon as practicable with a replacement acceptable to Xome.
 - e. **Change in Employment.** Agent shall immediately notify Xome in the event of any change in status to the employment of Agent. Any failure to immediately notify Xome of said change may, at Xome's sole discretion, result in immediate termination of this Agreement without penalty to Xome; provided that invoices submitted by Agent and accepted by Xome prior to the date of termination shall be paid in accordance with Article 3, herein.
8. **Warranties.** Agent makes the representations, warranties and covenants contained in the subsections below to Xome as of the Effective Date and as of each date that it performs Services pursuant to this Agreement:
- a. **Licensing.** Agent has secured and will continue to maintain throughout the term of this Agreement all federal, state and/or local permits, licenses, regulatory approvals and registrations required to perform the Services contemplated by this Agreement herein and necessary to carry out performance under this Agreement; including, without limitation, registration with the appropriate taxing authorities for remittance of taxes. Failure to maintain such licenses shall be considered a material breach of the terms of this Agreement and may, at Xome's sole discretion, result in immediate Termination for Cause, pursuant to Section 13.b.i. Further, Agent is duly licensed (if required), qualified and in good standing to do business in each state or jurisdiction where Services are requested. If applicable, prior to performing Services for Xome, Agent agrees to provide evidence to Xome of Agent's license or certification as required by the state where real property is located. Agent understands and hereby agrees that Agent's license number and expiration dates will be kept in Xome's computerized tracking system, and Agent must immediately disclose to Xome, any changes in identity or license numbers. Agent's approval status to perform Services on behalf of Xome will be deactivated automatically upon expiration of Agent's license or certification until Xome receives Agent's renewal license.
 - b. **Litigation.** Agent is not subject to any pending or threatened litigation or government action which could impact its ability to perform its obligations under this Agreement. Agent will immediately notify Xome if Agent or Agent Personnel becomes subject to any legal action, or any regulatory agency, professional oversight panel, or state licensing board investigation that results in a decision or disciplinary action that may impact the ability of Agent to perform Services or deliver Reports pursuant to this Agreement.

- c. **Authorization.** The individual who executes this Agreement and all related documents on behalf of Agent is a duly authorized agent of Agent with the requisite power and authority to bind Agent to the terms of this Agreement.
 - d. **Performance.** All work will be performed as needed to meet the standards prescribed in this Agreement and/or as directed by any subsequent direction of Xome. Agent shall have, for the duration of this Agreement, the requisite personnel, alliances, financial and physical resources necessary to provide and to fully perform the Services under this Agreement.
 - e. **Deliverables.** Reports shall conform with the specifications and/or instructions set forth in the applicable Request, and Xome shall receive free, good and clear title to all Reports delivered pursuant to this Agreement.
 - f. **Infringement.** The Services and Reports do not infringe any intellectual property rights of any third party.
 - g. **Employee Qualification.** All Agent Personnel engaged in the performance of Services under this Agreement shall be qualified, adequately trained, experienced, skilled, and will possess all required rights, licenses, and insurance coverage levels and types necessary to properly fulfill the obligations under this Agreement for which they have been engaged to complete.
 - h. **Subcontractors.** Each subcontractor engaged by Agent in connection with the Services under this Agreement (i) has all necessary licenses to carry out its obligations and will provide a copy of such licenses upon request by Xome; (ii) has all the correct types and levels of insurance as required; (iii) has been properly informed of the applicable Xome performance requirements for the services for which they are engaged; and (iv) will be managed by Agent to ensure their work product complies with Xome performance requirements, responsibilities, policies and procedures, and all applicable laws and regulations.
 - i. **Conflicts of Interest.** Agent shall not (i) permit any individuals or entities to perform Services, or receive compensation of any kind in connection with this Agreement, or purchase a property that is listed with Agent and also subject to this Agreement that are affiliated with Agent or any Agent Personnel through familial relationships, equity ownership, partnership, or any other means that may present a conflict of interest without the explicit and expressed prior written approval of Xome; (ii) sell any Property for which Agent provides Services or a Report; and (iii) introduce into any Xome computer system any software, code, malware, trojan horse, or other undisclosed elements that is harmful or enables Agent to access any Xome database, software application or computer system.
9. **Insurance.** During the Term of this Agreement and in any event prior to commencement of Services under this Agreement, Agent shall maintain insurance types and coverages of the greater of: (i) as required by applicable statute or state law; or (ii) Error and Omissions insurance policy of \$100,000 per occurrence and \$100,000 in the aggregate.
- a. Each policy of insurance shall be primary and non-contributory with respect to any insurance that may be maintained by Xome. Each policy shall contain a waiver of all rights of subrogation against Xome and its affiliates, provided, however, if any policy does not contain such a waiver, Agent shall indemnify, hold harmless, and defend Xome, Xome's affiliates, and each of Xome's respective officers, directors, customer, agents and employees against all claims, liabilities, costs, damages, judgments, suits, actions, losses and expenses, including reasonable attorneys' fees and costs of suit, arising out of or resulting from any claims in connection with subrogation actions by Agent's insurers.

- b. The insurers selected by Agent shall each have an A.M. Best & Co. rating of not less than “A-” or be otherwise acceptable by Xome. Agent shall cause its insurers to issue Certificates of Insurance to Xome, issued by an authorized representative of the insurer, evidencing the required coverage and policy endorsements.
 - c. Agent shall ensure that any Subcontractors it may hire will maintain insurance coverage as specified in this Section or are endorsed as additional insureds on all required policies and provide evidence of such upon request by Xome. If at any time Agent or any Agent Personnel fails to maintain the required insurance, Xome, at its option may purchase such insurance on behalf of Agent and Agent will reimburse Xome for the cost of such insurance upon demand.
 - i. Agent shall provide to Xome all reasonable assistance requested by Xome and all documentation that may be required to facilitate the orderly transition of the Services from Agent and/or Agent to Xome or its designees. Agent shall ensure that Xome and/or its affiliates are listed as additional insureds on all required insurance policies and that such policy certificates reflect as much.
 - ii. The minimum limits of coverage as described in this Section are not intended, and shall not be construed, to limit any liability or indemnity of Agent under this Agreement, nor are the limits represented to be adequate to protect Agent’s interest.
10. **Indemnification.** Agent shall indemnify, hold harmless, and defend Xome, Xome’s affiliates and their respective officers, directors, customers, agents and employees against all claims, liabilities, costs, damages, judgments, suits, actions, losses, and expenses, including reasonable attorneys’ fees and costs of suit, arising out of or resulting from any third party claim in connection with: (i) allegations that the Services performed or the materials developed by Agent or Agent Personnel infringe or violate any intellectual property rights or other proprietary or non-disclosure rights of a third party; (ii) Agent’s, or Agent Personnel’s misuse, unauthorized disclosure, or misappropriation of Confidential Information; (iii) Agent or Agent Personnel’s negligence, willful misconduct, breach of any representation or warranty under this Agreement, or failure to perform its obligations under this Agreement; (iv) any injuries to persons (including death or damages to property caused by the negligent or willful acts or missions of Agent or Agent Personnel (except to the extent that such injuries or damage are caused by the negligence or willful misconduct of Xome or any of its employees); (v) any financial arrangements involving the payment or compensation, brokerage fees, or other charges of any kind to any other brokers, agents, or finders; or (vi) any misrepresentations or omissions made by Agent or Agent Personnel regarding a property. Agent shall not settle any such suit or claims without Xome’s prior written consent if such settlement would be adverse to Xome’s interest. Agent agrees to pay or reimburse all costs that may be incurred by Xome in enforcing this indemnity, including attorneys’ fees.
11. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATIONS BE LIABLE TO THE OTHER PARTY WITH RESPECT TO THIS AGREEMENT, OR FOR ANY ACT OR OMISSION OCCURRING IN CONNECTION WITH THIS AGREEMENT, FOR LOST PROFITS, LOSS OF BUSINESS OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE OR UNDER ANY LEGAL THEORY WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE REASONABLY FORESEEABLE; PROVIDED, HOWEVER, THAT SUCH LIMITATION OF LIABILITY SHALL NOT APPLY TO OBLIGATIONS UNDER ARTICLE 4 (CONFIDENTIALITY), ARTICLE 5 (OWNERSHIP OF MATERIALS), OR ARTICLE 10 (INDEMNIFICATION) OF THIS AGREEMENT; AND FURTHER PROVIDED, THAT SUCH LIMITATION OF LIABILITY SHALL NOT APPLY TO OR IN ANY WAY LIMIT AGENT’S LIABILITY TO XOME OR XOME’S RESPECTIVE AFFILIATES FOR DAMAGES WHICH ARISE FROM AGENT’S OR AGENT PERSONNEL’S NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Record Retention and Audit Rights.

- a. **Records.** Agent shall maintain accurate and complete records for a period of not less than seven (7) years after the expiration or termination of this Agreement with respect to each property, including any expenses paid and income received, at no additional expense to Xome. Such records will include all material data, files and records pertaining to its performance and the performance of all Agent Personnel under this Agreement and to charges and costs paid or payable by Xome under this Agreement. In addition, Agent grants Xome free and full access to all records pertaining to those activities performed in the execution of its duties under this Agreement, including access to all systems and technology used in the storage of such records if such access is necessary for Xome to access such documents or records.
- b. **Audit Rights.** Upon reasonable notice, Agent will provide Xome, its designated independent audit firm, and its government regulators access to any facility at which Agent or any Agent Personnel may provide Services, data, record, equipment, or software, for the purpose of performing audits and inspections relating to the performance of the Services under this Agreement. Agent and Agent Personnel shall provide full cooperation with any such audit.

13. Term and Termination.

- a. **Term.** This Agreement commences on the Effective Date and shall continue in effect until the third (3rd) anniversary of the Effective Date (the "Initial Term"), unless terminated earlier pursuant to Section 13.b. This Agreement shall renew automatically upon the expiration of the Initial Term for an additional two (2) year period unless either Party provides written notice of termination to the other Party at least thirty (30) days prior to the third (3rd) anniversary of the Initial Term. Expiration of this Agreement shall not affect any Request then currently in effect, and each such Request will continue in effect until it expires or terminates in accordance with its terms. This Agreement shall continue to govern any Request that continues in effect beyond expiration of this Agreement.
- b. **Termination of Agreement.** This Agreement (including all Requests issued hereunder) shall be terminated upon the occurrence of any of the following:
 - i. **Termination for Cause.** Xome shall have the right to terminate this Agreement for cause ("**Termination for Cause**") and all Requests issued hereunder immediately if Agent fails to comply with any of the terms stated in this Agreement;
 - ii. **Termination for Convenience.** Either party may terminate this Agreement with or without cause by giving written notice to the other party no less than ten (10) days prior to termination. There shall be no termination fees or penalties for terminating the Agreement and/or any related Request;
 - iii. **Payment.** Any claim to fees or charges due to Agent shall be submitted to Xome within twenty (20) calendar days after termination. Failure to submit the claim within this time period will constitute a waiver of all claims.
 - iv. **Obligations Upon Termination or Expiration of Agreement.** When the Agreement is terminated, Agent will immediately: (i) cease all activities with respect to the affected property; and (ii) within five (5) business days of termination return to Xome all documentation and records relating to the Agreement, Xome property, and materials containing Xome Confidential Information. Agent shall provide to Xome all reasonable assistance requested by Xome and all documentation that may be required to facilitate the orderly transition of the Services from Agent to Xome or its designees.

14. Governing Law and Disputes.

- a. **Governing Law.** This Agreement and performance hereunder shall be governed by and construed in accordance with the internal laws of the State of Texas, without regard to the principles of conflicts of laws thereof. The Parties agree that all disputes, controversies, claims or proceedings arising out of or related to this Agreement or any Request shall be brought before the state and federal courts located in Denton County, State of Texas, and each of the Parties irrevocably waives any claim that it may have regarding the aforementioned courts being an inconvenient forum; provided, however, that either Party shall not be precluded by the foregoing from seeking equitable relief where appropriate in any court of competent jurisdiction. Each Party hereby waives its right to a jury trial with respect to any disputes, controversies, claims or proceedings arising out of or related to this Agreement or any Request.
- b. **Fees.** The Parties shall bear and be solely responsible for their own attorney fees, costs and expenses incurred in any litigation, arbitration or other proceeding under this Agreement. Furthermore, the Parties hereby waive any right or claim for the award of statutory attorneys' fees, including but not limited to awards pursuant to chapters 37 and 38 of the Texas Civil Practice & Remedies Code.
- c. **Dispute Resolution.** Except as otherwise expressly provided in this Agreement, the Parties agree that, prior to filing any claim or controversy in a court of law or court of equity, or any arbitration or mediation procedure, relating to or arising out of this Agreement:
 - i. The Parties will attempt to resolve such dispute amicably, expeditiously and at the level within each Party's organization that is most knowledgeable about the disputed issue;
 - ii. The complaining Party's representative will notify the other Party's representative in writing of the dispute and the non-complaining Party will exercise good faith efforts to resolve the matter as expeditiously as possible;
 - iii. If, and only if, such efforts as referenced in Section 14.c.ii above does not resolve the dispute to each Party's reasonable satisfaction, then the Parties may pursue other remedies in law or in equity as permitted pursuant to this Agreement.
 - iv. Notwithstanding the foregoing or anything to the contrary, a Party may seek and obtain an injunction or similar order in the event that such Party reasonably believes such action is necessary to protect its interest prior to engaging in the dispute resolution process outlined above.

15. **Miscellaneous.**

- a. **Taxes.** The Parties agree that Agent is solely responsible for all applicable withholding and payment of taxes due, chargeable or assessed with respect to Agent Personnel, including; (i) Federal Insurance Contributions Act ("FICA") and Federal Unemployment Tax Act ("FUTA") taxes; (ii) income taxes for federal, state, and local income tax purposes in the manner required by law; (iii) payroll taxes, regardless of jurisdiction, and any other taxes including social security, unemployment, workers' compensation and disability insurance as required by law. Xome has no tax reporting or related responsibilities to Agent or Agent Personnel pursuant to the Services rendered or Reports delivered under this Agreement.
- b. **Assignment.** This Agreement shall be binding on the Parties' respective successors and permitted assigns. Neither Party may assign or transfer all or any portion of this Agreement in any manner, either voluntarily or involuntarily, by operation of law or otherwise, or any interest, payment or rights hereunder without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. Any assignment or transfer not so approved shall be considered null and void. Notwithstanding the foregoing, Xome may freely assign this Agreement to any of its Affiliates without limitation assign or transfer or assign this Agreement to an Affiliate or to any person or business entity that is the surviving entity, acquirer,

purchaser, transferee or successor by merger, acquisition or a transfer of all or substantially all of Xome's assets, by providing thirty (30) days written notice to Agent.

- c. **Prohibition on Publicity.** Agent shall not publish or cause to have published or make public the use of Xome's name, logos, trademarks, or any information about its relationship with Xome without the prior written consent of Xome, as applicable. This includes but is not limited to, media releases, statements, public announcements and public disclosures by Agent relating to its relationship with Xome.
 - d. **Non-Solicitation.** Agent, during the term of this Agreement, shall not solicit any employee of Xome without the prior written consent of Xome. This restriction shall not apply to employees responding on their own initiative to job postings of Agent or advertisements made in job fairs or in the media and circulated to the general public at large.
 - e. **No Third Party Beneficiaries.** For the avoidance of doubt, there are no third party beneficiaries of this Agreement.
 - f. **Modification of Agreement.** Except as otherwise provided herein, this Agreement or any Request may be modified only by a writing signed by both Parties.
 - g. **Severability; Waivers.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
 - h. **Surviving Sections.** All provisions pertaining to transition services, confidentiality, indemnification, limitation of liability, any provisions set forth under "Miscellaneous," including this Section 15.h shall survive the termination of this Agreement.
 - i. **Captions and Headings.** All Section headings in this Agreement are for convenience of reference only and are not meant to define or limit the scope of any provision or requirement in this Agreement.
 - j. **Notices.** Notwithstanding the requirements set forth in Section 6.d.i (Security Breach), all material communications and legal notices relating to this Agreement shall be in writing and given to the parties listed on the Cover Page.
 - k. **Acceptance.** Xome's delivery after the Effective Date of a Request for Agent to perform Services or deliver Reports indicates Agent's acceptance of this Agreement, its agreement to be bound by the terms and conditions hereof, and its entitlement to enforce all rights and remedies available hereunder.
 - l. **Entire Agreement.** This Agreement (including any exhibits, addendums or other requests for service) sets forth the entire understanding and agreement of Agent and Xome, and supersedes any and all oral or written agreements or understandings between the Parties, as to the subject matter of such agreements. This Agreement may be changed only by a writing signed by duly authorized representatives of both Parties.
 - i. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.
16. **Electronic Signature.** In order to facilitate acceptance of future agreements, Xome and Agent may electronically sign agreements. However, use of electronic signatures is not required.
- a. Agent can opt for this functionality by accepting this Agreement. Acceptance constitutes acceptance of this Agreement:

- i. For the preparation, signature and/or transmission of agreements in electronic formats, Xome and Agent agree that the electronic agreements shall be considered as the “original” record of the transaction in substitution for and with the same intended effect as paper documents bearing handwritten signatures.
- ii. By use of electronic means to sign documents, Xome and Agent intend to be bound to those documents for all purposes fully as if paper versions of the documents had been manually signed.
- iii. By use of electronic means to sign documents, Xome and Agent intend to be bound by those electronic signatures associated with any documents and such an electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

EXHIBIT A

PROVIDER PERFORMANCE EXPECTATIONS

If approved for the Xome panel, the Agent must commit to the following standards required by Xome and Xome's clients below. Failure to comply with any said standards and expectations could result in an account review and removal from the Xome provider panel without warning.

1. Agent will notify Xome immediately of any suspension, revocation or probationary action against Agent's license by any licensing authority and/or regulatory entity.
2. Agent agrees to notify Xome immediately of any changes in identity or license numbers.
3. Agent agrees to notify Xome immediately of any changes in Agent's Firm's name and/or Agent Firm affiliation.

Searches. The following describes the type of searches Xome may Request:

1. **Current Owner Search.** A search of land records is performed from the execution date of the current deed of record for the subject property forward, and complete information from that deed, including the legal description as reported, along with reporting complete information regarding open mortgages/deeds of trust, judgments, federal tax liens, pending suits, real estate taxes, UCC's encumbering the subject real estate, outsales, and ANY MATTER AFFECTING THE SUBJECT REAL ESTATE are reported. All individuals and/or parties which are currently vested must be reported. This information should be delivered to VMTitleReport@Title365.com.
2. **Institutional Lender Search.** A search of land records is performed from the execution date of the most recently recorded purchase money deed for the subject property forward, and complete information from that deed, including the legal description as reported, along with reporting complete information regarding open mortgages/deeds of trust, judgments, federal tax liens, pending suits, real estate taxes, UCC's encumbering the subject real estate, outsales, and ANY MATTER AFFECTING THE SUBJECT REAL ESTATE are reported. This information should be delivered to VMTitleReport@Title365.com.
 - a. If open judgments and/or federal tax liens are evidenced in the report, Agent must provide full copies of those instruments. Note: provide actual judgment and lien copies; dockets are not acceptable.
 - b. If an open or satisfied mortgage to an institutional lender is evidenced in Agent's research, Agent must report complete information regarding that instrument, including the satisfaction date, if applicable. At this point, then, the Report is concluded. NOTE: Open assumed mortgages must show all deeds back to the original loan, if an open or satisfied lien is not evidenced on the current owner as well.
 - c. If an open or satisfied mortgage to an institutional lender is NOT evidenced in Agent's search, Agent must perform a search on the prior owner of the subject property, reporting complete deed information, and any open or satisfied mortgages/deeds of trust, judgments, pertinent legal descriptions and ANY MATTER AFFECTING THE SUBJECT REAL ESTATE. The prior reported deed must be a bona fide sale, evidencing a valid consideration (i.e., family conveyances do not count as a prior owner). Thus, it may be necessary to extend the period of the search to report additional chains of title beyond the two-owner assignment.
3. **Institutional Lender Search with Covenants, Easements, and Restrictions.** The search for covenants, easements, and restrictions affecting the property should be limited to the deeds which were researched within Agent's Report and/or any filed subdivision or plat map specific to the subject property. This information should be delivered to VMTitleReport@Title365.com.

- a. The same search parameters are required as set forth for the INSTITUTIONAL LENDER SEARCH, along with reporting all specifics on any covenants, easements, and restrictions affecting the subject property. In addition, Agent is required to examine the pertinent recorded subdivision, plat map of the subject property, if any, and report complete information on any covenants, easements, and restrictions affecting the subject property. Naturally, if the subject is a condominium, Planned Unit Development, or waterfront property, complete information regarding those matters need to be included in the Report. Agent must also report any violations to the easements and restrictions if noted in public record.
4. **Full Search.** A full search is performed for the prescribed number of years, as assigned, and the chain of title including the current deed of title for the subject property is reported, along with ALL MATTERS AFFECTING THE REAL ESTATE.
 - a. This Report must be submitted in writing and include a copy of the current deed, notes of title, and full, actual copies of any open judgments or liens affecting the borrower, seller, and/or property. Contact the Title Vendor Management department at (855) 237-4389, to obtain a copy of the Xome Report template which is required for a full search.
5. **Deed Report.** Report the grantor, grantee, recording information, recording date, dated date, assessment value, tax ID/APN/parcel number, and the entire legal description as it appears on the deed. Provide a full copy of the deed.
6. **Bringdown Report and Document Recordation.** In a few cases, after examining the mortgage/deed of trust for compliance with recording requirements, i.e., acknowledgement, proper fees, appropriate legal description, signatures, etc., Agent will perform a bringdown search from the EFFECTIVE DATE of your original search up to the day of recording. If Agent did not provide the original search then contact the Title Vendor Management department at (855) 237-4389 and request the effective date to bring forward from.
 - a. If Agent does not evidence any changes from the original search and if all grantees from the title deed have executed the respective mortgage/deed of trust exactly as title is vested, the instrument is to be recorded and specifics from the document (i.e. mortgagor(s), mortgagee(s), execution date, amount, recording date, instrument number or book and page of the recorded instrument, if available, and THE EFFECTIVE DATE OF YOUR BRINGDOWN SEARCH) are to be delivered to VMTitleReport@Title365.com. This information must be reported verbatim from the recorded security instruments (for example, if the lender is Home Loan Mortgage Finance, do not report "Home Loan Mtg" but "Home Loan Mortgage Finance").
 - b. The same specifics are required for any ancillary documents received with the security instrument for recording, or under separate cover, i.e., deeds, subordination agreements, powers of attorney, satisfactions, etc.
 - c. If the bringdown search evidences any change from the original search, or if all grantees from the title have not executed the mortgage/deed of trust received for recording, DO NOT RECORD THE SECURITY INSTRUMENT, and contact a Xome Title Vendor Manager at (855) 237-4389, for further instruction.
7. **Update.** You will perform a bringdown search only, from the effective date of your previous report completed, and report any changes to the report along with the NEW EFFECTIVE DATE of the updated order, delivered to: VMTitleReport@Title365.com. If you did not provide the original search then contact the Xome Title Vendor department at (855) 237-4389 and request the effective date to bring forward from.

Title Provider Policies

1. Agent understands that Agent is the only authorized person or entity on this account, and no other person or entity is allowed to complete orders.
2. Agent agrees that Agent will provide the most accurate data possible using all available resources. The falsification of search data is not permitted.
3. Agent agrees to complete the Services and Deliverables within the timeline specified in the Request. At no time should the due date of the Report negatively affect the quality of the report. If a due date cannot be met, please contact Xome's point of contact provided on page 1.
4. Agent agrees to review a daily report that will be generated and transmitted by fax or email to Agent's office. The report will arrive by 8:00 a.m. local time. Agent shall confirm Request receipt and determine any updates, and communicate said updates to Xome.
5. Agent agrees to decline any order in which Agent does not have adequate knowledge of the Request and/or does not have access to appropriate data to properly perform the Services or complete the Report.
6. Agent understands that Requests may include specific lender requirements, and Agent agrees to comply with said requirements.
7. Agent agrees to deliver Reports via the electronic method or otherwise, as determined by Xome.

Order Processing and Notifications

1. Agent agrees to adhere to Xome's turn time policy, which states that all Requests must be completed within 8 business hours of assignment.
2. Agent understands that there may be instances in which Xome assigns rush orders that do not follow Xome's standard turn time policy. Agent agrees to submit all rush orders within the required turn time and understand if that turn time is not met, the rush fee will be removed from the order.
3. Agent agrees to notify Xome immediately if there are any issues that will impact the on time delivery of the order.
4. If Agent is unable to view a property at the time of inspection, Agent agrees to contact Xome to receive instructions on how to proceed.
5. Agent understands that each accepted order is subject to a thorough quality control review. Quality control personnel may request that Agent address post deliver issues. Agent understands that this is considered part of the evaluation completion scope of work. Agent will address the concerns of the quality control personnel in a timely manner.
6. Agent understands that each accepted order is subject to a thorough review by Xome's client. Dispute personnel may request that Agent address client concerns. Agent understands that this is considered part of the evaluation completion scope of work. Agent will address the concerns of the dispute personnel in a timely manner.
7. Agent will complete all orders according to the Xome and client instructions provided with each order.
8. Agent agrees to STOP and notify Xome if Agent determines the subject property is commercial.

