**ALTA BP Framework Version 4.0**

FIRM PROFILE AS OF: (date)

Law Offices of (Firm Name)

(Street Address)

(Town, State, Zip Code)

Responsible Real Estate Attorney(s):

(Name of Attorney(s))

Responsible Real Estate Paralegal(s):

(Name of Paralegal(s))

CERTIFICATION

*The undersigned hereby certify the policies and procedures set forth in this manual have been implemented and that all employees involved with the delivery of residential real estate settlement services receive periodic training in the practice and implementation of the Best Practices contained herein. A listing of employees and date of training is attached as Exhibit 1.*

(Attorney Signature) Dated: (Date)

(Attorney Signature) Dated: (Date)

**BEST PRACTICE NO. 1**

**POLICY: Establish and maintain current licenses as required to conduct the business of title insurance and settlement services.**

DATE POLICY IMPLEMENTED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REVISION DATE(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IDENTIFICATION OF REQUIRED LICENSES AND INSURANCES:

License to practice law in the State of .

Issued by State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Judicial Branch

Expiration date: none

ALTA Forms License (if applicable)

Issued by American Land Title Association (www.ALTA.org)

Yearly expiration date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

The firm will establish and maintain a unique ALTA Registry Universal ID (ALTA ID) using the ALTA Registry platform for each settlement office location (subject to those business entity types supported by the ALTA registry).

 ALTA ID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROCEDURES:

License to practice law in the State of \_\_\_\_\_\_\_\_\_\_\_.

**In \_\_\_\_\_\_\_\_\_\_\_\_** of each year, (name of person) will log on to the judicial website ([www.\_\_\_\_\_\_\_\_\_](http://www._________)) and print out a copy of evidence of good standing from the “Attorney Firm Look-up” for (name of Attorney). A copy of current evidence of good standing is attached as Exhibit 2.

**In \_\_\_\_\_\_\_\_\_\_\_\_\_\_** of each year, (name of person) will log on to the judicial web site ([www.\_\_\_\_\_\_\_\_\_](http://www._________) ) and register the firm with the Statewide Grievance Committee. A copy of proof of current registration is attached as Exhibit 3.

**In \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** of each year, (name of person) will log on to the judicial web site ([www.\_\_\_\_\_\_\_\_](http://www.________) ) and pay the Client Security Fund Fee for (name of Attorney). A copy of proof of current payment is attached as Exhibit 4.

**On the first business day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** (name of person) will log in and file electronically through Judicial Branch E-Services, a list of website domain names used by the firm.

ALTA Forms License

**On or before December 31** of each year, (name of person) will renew the firm’s ALTA forms license on www.ALTA.org. Proof of current ALTA forms license is attached as Exhibit 5.

**NOTE: All of the above dates will be entered into Attorney** (name of person’s) **Outlook calendar.** (name of person) **will confirm with** (name of person) **that the procedure is timely followed, or will perform task in** (name of person)**’s absence.**

**BEST PRACTICE NO. 2**

**POLICY: Adopt and maintain appropriate written procedures and controls for escrow trust accounts allowing for electronic verification of reconciliation.**

DATE POLICY IMPLEMENTED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REVISION DATE(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IDENTIFICATION OF IOLTA REAL ESTATE TRUST ACCOUNT:

Account Title: (Name on Account)

(This Account Title to appear on the account agreement, checks, deposit tickets and bank statements)

Financial Institution: (lender)

 (address)

 Account Number: (account number – ending 4 digits only)

 Signatories: (name of Signatories)

 Number of signatures required, (if applicable): for check under $100,000: (number)

 for check $100,000 and above: (number)

 Individuals authorized to initiate wire transfer: (name of person)

Individual authorized to confirm wire transfer: (name of person) (wire may not be confirmed by authorizing party)

 Account is insured by the FDIC.

**The above account is designated for deposit of client funds from real estate settlement files only. No funds from any other file may be deposited in this account. No operating funds, fees, or personal funds may be comingled in this account. Accounts will be reviewed monthly to ensure that there is no comingling of funds.**

**NOTE: No signature stamp or other form of facsimile signature is authorized.**

**(Add all real estate escrow trust accounts)**

Account Title: (Name on Account)

(This Account Title to appear on the account agreement, checks, deposit tickets and bank statements)

Financial Institution: (lender)

 (address)

 Account Number: (account number – ending 4 digits only)

 Signatories: (name of Signatories)

 Number of signatures required, (if applicable): for check under $100,000: (number)

 for check $100,000 and above: (number)

 Individuals authorized to initiate wire transfer: (name of person)

Individual authorized to confirm wire transfer: (name of person) (wire may not be confirmed by authorizing party)

 Account is insured by the FDIC.

PROCEDURE FOR SAFEGUARDING CHECKS

All unissued checks shall be kept in a locked check cabinet. (Identify location of cabinet). The check cabinet will remain locked at all times. Only the following persons are authorized to have keys to the cabinet and access to the checks: (Identify authorized individuals).

Any person taking checks from the cabinet will enter their name, check number(s), date and file name in the check ledger.

Any checks not used will be immediately returned and noted in ledger.

PROCEDURE FOR ISSUING CHECKS

After preparing the Closing Disclosure or HUD-1 settlement statement, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will sign out the required number of checks from the check cabinet (see above procedure).

Payees and amounts will be inserted onto the blank check forms using (name of software).

The unsigned checks will be clipped to the front inside cover of the closing folder.

At or before closing, the closing attorney will review the checks for accuracy, confirm that they are consistent with the Closing Disclosure, Settlement Statement and/or Disbursement Statement, and sign the checks. If closing attorney is not a signatory, the closing attorney will present the checks to a signatory for signature. If a check is $100,000.00 or above, a second signatory will be obtained (if applicable).

PROCEDURE FOR INITIATING AND CONFIRMING WIRE TRANSFERS

 If closing funds are to be disbursed by wire transfer, the responsible paralegal will initiate a wire transfer and provide the details to Attorney \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will review the closing file and Settlement Statement to determine that the amount and details of the wire are correct, and will confirm the wire.

 A copy of the wire confirmation will be put in the file.

PROCEDURE FOR OPENING AND CLOSING ACCOUNTS

 The following are authorized to open and close Escrow Trust Accounts:

 (List authorized individuals)

 Opening accounts – refer to process required by state bar association.

 Closing accounts – discuss procedure for funds left in the account.

PROCEDURE FOR RECONCILIATION OF REAL ESTATE IOLTA ACCOUNT AND/OR ANY E-RECORDING ACCOUNTS FOR PAYMENTS OF RECORDING FEES AND/OR TAXES.

All deposits and disbursements will be entered into (escrow software) in the Client Ledger.

Each morning, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will reconcile receipts and disbursements by reviewing the client ledgers and online bank records for all Real Estate IOLTA accounts.

All wire deposits will be verified prior to disbursement of closing funds. All check deposits will be made by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Any deposit which is outstanding or has not been credited to the account will be immediately researched and resolved.

The firm will ensure that escrow deposits that are not fully settled or could be reversible will not be utilized for disbursements until fully settled.

Any significant outstanding checks such as mortgage payoffs, lien payoffs, taxes, municipal payments which remain outstanding for more than ten (10) days will be immediately researched and resolved.

Each month \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will log in to (name of bank)’s online banking site to perform the monthly reconciliation. This will be done within ten (10) business days of receipt of the bank statement or availability of the bank statement. The previous month’s bank statement for the dedicated real estate IOLTA account will be exported to the firm’s escrow accounting software (name of software). Using the firm’s escrow accounting software, a Three Way Reconciliation will be performed and a report produced along with a report of all receipts and disbursements from the account. The aforesaid reports will be delivered to the firm’s Accountant who will review same against the bank statements noting and reporting any discrepancies to \_\_\_\_\_\_\_\_\_\_\_\_.

All employees who are involved in the management of escrow funds and escrow accounting will receive ongoing annual training in the month of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

All discrepancies will be identified and investigated, either manually or electronically by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Any checks, including title insurance premium, outstanding for more than 30 days will be researched and resolved.

Any outstanding Escrow Trust account balances will be documented and reviewed on a (weekly, monthly) basis to determine appropriate status or action. Balances older than (6) six months require management approval of activity.

A copy of the monthly reconciliation will be initialed and dated by \_\_\_\_\_\_\_\_\_\_\_\_\_ noting resolution of any discrepancies and then attached as Exhibit 6 of this Manual. Monthly reconciliations will be provided to CATIC electronically upon request.

PROCEDURE FOR AUTHENTICATION OF CHECKS AND ACCOUNT SAFEGUARDS

\_\_\_\_\_\_\_\_\_\_\_\_shall change the firm’s passwords for the firm’s escrow accounting software and for \_\_\_\_\_\_\_\_\_\_\_\_’s online site, at least once every three (3) months.

The Real Estate IOLTA account has been set up with (Reverse Positive Pay, Positive Pay, ACH or International Wire Block). The firm will also control the electronic/digital receipt of funds from web based fintech application. Each morning, Attorney (name of person) will review the checks presented for payment against authorized checks, and immediately resolve any discrepancies.

All escrow account disbursements will follow the requirements and/or guidelines of the state and the title insurance company.

PROCEDURE FOR CONDUCTING BACKGROUND CHECKS ON ALL EMPLOYEES

Background checks are completed during the hiring process for all new employees. At least every three years, a background check going back 5 years will be performed for all employees who have access to the IOLTA Real Estate Account or to NPPI as described in Best Practice No. 3 below. The background check will be reviewed by the principals of the firm, any negative information will be investigated, and a determination will be made concerning suitability for further employment. After review, the background report will be shredded. A list of employees, Third Party Consultants, date of last background check, and certification of suitability for continued employment is attached as Exhibit 7.

WIRE TRANSFER PROCEDURES

 The firm has implemented the following wire transfer procedures:

Outgoing Wires: (include a procedure to verify wire transfer instructions independent of the initial communication.) The Procedure should also include the use of multi factor authentication in accordance with ALTA’s Outgoing Wire Preparation Checklist.

Incoming Wires: (include a procedure to alert consumers regarding the risks of wire fraud and guidelines to mitigate losses.)

The firm’s written fraud response procedure is as follows, and does follow the recommendations of the ALTA Rapid Response Plan:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WIRE VERIFICATION SERVICES

 The firm currently uses \_\_\_\_\_\_\_\_\_\_\_\_\_as a wire verification service. The services provider will be vetted annually to ensure security protocols are in place and the consumer data is protected.

PROCEDURE FOR USE OF THIRD-PARTY EARNEST MONEY DEPOSITS OR DISBURSEMENTS PLATFORMS.

All platforms or third-party earnest money deposits meet the good funds law requirements and are not subject to Electronic Funds Transfer Act (EFTA) which allows for reversal of consumer payments.

**BEST PRACTICE NO. 3**

**POLICY: Adopt and maintain a written information security plan (“WISP”) and a written privacy plan to protect NPI as required by local, state and federal law.**

DATE POLICY IMPLEMENTED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REVISION DATE(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: For purposes of this manual, non-public personal information (NPPI) is information provided by a client, information about a client’s transactions, or information about a client which is otherwise unavailable to the general public, and specifically includes the first name or first initial and last name of a client coupled with any of the following: social security number, driver’s license number, state issued ID number, credit or debit card number, or other financial account numbers.

The Company’s Written Information Security Plan (WISP) is attached as Exhibit \_\_\_\_.

**All office personnel shall undergo mandatory periodic training in the practice and implementation of the handling of client NPPI along with the other Best Practices contained herein.**

**All security procedures will be reviewed annually by management.**

PROCEDURE: NPI TO BE ACCESSED AND HANDLED ONLY BY AUTHORIZED PERSONNEL

Only authorized employees and service providers who have undergone background checks may have access to or handle NPI. Refer to Best Practice No. 2 and Exhibit 7 for certification of performance of background checks. This access restriction applies to both physical and electronical NPI.

All access to NPI will be reviewed annually by management.

PROCEDURES FOR SECURE HANDLING OF PHYSICAL (PAPER) NPPI:

Any printed document containing NPPI may be handled only by authorized personnel (see above), must be filed immediately, and must not be left unattended on a desktop or filing bin. Any document containing NPPI may be printed only at the designated printer and under authorized personnel supervision. During the workday, settlement files must remain in the responsible individual’s workstation or in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_office. When the workstation or office is left unattended, all settlement files must be secured in a locked drawer or cabinet. Settlement files may not be left unattended by the copy machine, kitchen, reception area, conference room, or any public area of the office. After work hours, all settlement files must be placed in a locked drawer or cabinet.

Electronic NPPI obtained through email or by downloading from a lender’s document delivery website, may be printed for client signature at the time of closing. Once executed, such documentation will be immediately scanned to the Firm’s password-protected Real Estate folder and the originals placed into a sealed Overnight pack for delivery to the Lender. No physical copies will be made or retained by the Firm.

After settlement, all documents containing NPPI will be scanned exclusively to the Firm’s password-protected Real Estate Closing folder domiciled on the network drive. The network drive is accessible only by employees having proper login credentials. The Firm’s password-protected Real Estate folder within the network drive is secured and protected by password which meets the Firm’s policy herein for passwords stated below. Once scanned, paper NPPI will be shredded immediately by the responsible individual (If using a Third-Party Shredding Company, provide a Certificate of Disposal).

PROCEDURES FOR SECURE HANDLING OF ELECTRONIC NPPI:

The Company has a written plan for the disposal and maintenance of Non-Public Personal Information**.**

Electronic NPPI obtained through email or by downloading from a lender’s document delivery website, may be saved exclusively to the Firm’s password-protected Real Estate folder. No physical copies shall be printed other than for execution pursuant to the policies and procedures above. (modify as applicable)

In the event it is necessary to transmit any client NPPI to a lender or authorized party, the file shall be encrypted and sent using the Firm’s encrypted email service (name of email service).

No email shall be downloaded or stored locally or maintained exclusively on the Firm’s network server which shall be backed up to the firm’s (back-up service) account.

It is the policy of the firm that no removable media such as backup tapes, USB storage devices, writable CD/DVD disks, be permitted in the office or anywhere on the premises. Nor shall any VPN be established, or wireless router installed. (Modify as applicable).

All laptops and smartphones shall be physically stored in locked desk drawers, accessible only by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the employee to whom the item is assigned.

When disposing of electronic NPPI, the Company uses a software application \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_to erase the device or implements procedures for the physical destruction of the device. If document/electronic media disposal services are provided by a third party, obtain evidence of the contract agreement/SLA and a recent document disposal certificate from the vendor.

Explain how the Company utilizes multifactor authentication for all remotely hosted or remotely accessible systems storing, transmitting or transferring Non-public Personal Information.

PROCEDURE: NETWORK AND DESKTOP SETTINGS TO PROTECT NPPI

The Firm’s network and desktop settings will require the following:

All computers will revert to “locked” state within 15 minutes of inactivity.

All computers have the latest, up-to-date version of (name of Antivirus) which is installed and operational.

All partners and employees will have unique passwords with respect to computers, laptops, and mobile phones with a minimum of 8 characters containing at least one uppercase, lowercase, number and symbol. Passwords will be memorized or stored within a locked electronic media device. Passwords will be changed every sixty (60) days.

Administrative access rights shall be limited to only \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Firm’s IT Vendor, (name of Vendor, if applicable), who has a unique username and complex password. All third party vendors with access to NPPI have a private user identification and complex password.

User Account shall LOCK OUT after 4 invalid attempts to log in.

The Firm has installed an operational, physical firewall device protecting its network and servers from outside intruders. Firm’s IT Vendor updates the firewall software monthly. (Name of firewall).

Firm’s email resides on an Exchange server, physically located within the firm’s locked “data center” room accessible only by the principals of the Firm. It is protected as well from electronic intrusion through username and password account credentials as well as the firm’s physical firewall.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is authorized to coordinate all hardware and software updates. Management will oversee this process.

PROCEDURE FOR CLOUD, VIRTUAL AND HOSTED SYSTEMS

The Company will maintain and secure access to Company information technology software applications and data stored on physical or virtual equipment at Company(s) locations, in the cloud, in a data center or hosted by third-party vendors.

DISASTER RECOVERY PROCEDURE

All computers and the Firm’s network server, including the Firm’s password-protected Real Estate folder, are backed up automatically on a (timeframe) schedule to the Firm’s account maintained (where maintained), accessible only by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Following a disaster, the backup will be retrieved by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ so that business can be resumed. A Business Continuity Disaster Recovery Plan outlining procedures to recover and maintain information, business function and business processes in the event of a disruption or compromise of systems or facilities is attached in Exhibit \_\_\_\_. The plan outlines procedure to recover and maintain information, business functions and business processes including the continuity of operations for Consumer Settlements, and timely notification of parties in the event of delays.

The Company will periodically test these plans and document the results in writing.

INFORMATION SECURITY RISK ASSESSMENT PROCEDURE

Possible Locations of Client NPPI:

Client NPPI may be found physically upon any desktop or flat surface in the office, within any unlocked drawers, cabinets or file storage area, or within any trash or recycling receptacle. Electronically, NPPI may be found on any unlocked computer screen, cell phone, or portable memory storage device.

Potential internal threats:

Non-real-estate department personnel within the office, other clients visiting the office, visiting salespeople, delivery people, representatives, and cleaning crews present a reasonable likelihood of risk of unauthorized disclosure of NPPI. Such unauthorized disclosure exposes the firm’s clients to identity theft, damaged credit ratings, monetary loss, and more. The integrity of the firm, its reputation, and its ability to secure and safekeep sensitive information can be compromised. Any compromise of sensitive, confidential, or non-public information can ultimately lead to a cessation of business, lawsuits, damages, and loss of licenses.

Potential external threats:

Computer viruses, “packet sniffers,” and other cyber-attacks against the firm’s network, email servers, and computers are a risk the firm is aware of and has taken all reasonable measures to guard against.

FIRM’S PROCESS FOR ASSESSING RISK:

Principals and employees of the Firm shall always be vigilant and aware of any unattended files, open drawers, cabinets, papers, computers, etc. If any unguarded NPPI is observed, it shall be reported immediately to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the information secured, and a training session convened to prevent reoccurrence.

At least once per month, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall formally inspect the office premises for any exposed NPPI at all possible locations set forth herein.

At least once per month, all antivirus and firewall protection software shall be checked for proper operation and updated if necessary.

Any exposure or deviation from the Firm’s procedures and practices shall result in a written incident report identifying the nature of the breach, the party responsible, and an investigation as to whether NPPI was in fact compromised. (See INFORMATION SECURITY INCIDENT RESPONSE PLAN, below). Training will follow to prevent future occurrence. Intentional or repeated incidences shall result in termination and/or legal action.

PROCEDURE FOR ACCEPTABLE USE OF INFORMATION TECHNOLOGY ASSETS BY EMPLOYEES

The firm’s Acceptable Use Policy is attached as Exhibit 8. This Acceptable Use Policy will be emailed to each employee in January and July of each year by Attorney \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Policy will be sent as an email attachment in Outlook and the email will include a voting button. In the email, each employee will be asked to review the Policy and to indicate their review of and their acceptance of the Policy by clicking the “Yes” radio button in the email. Copies of each employee’s “Yes” response will be printed by Attorney \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and attached as Exhibit 9. Any employee violating the Acceptable Use Policy will be disciplined or terminated.

NON-DISCLOSURE AND CONFIDENTIALITY POLICY

The Firm’s Privacy Policy is attached hereto as Exhibit 10. This Privacy Policy will be emailed to each employee in January of each year. The Policy will be sent as an email attachment in Outlook and the email will include a voting button. In the email, each

employee will be asked to review the Policy and to indicate their review of and their acceptance of the Policy by clicking the “Yes” radio button in the email. Copies of each

employee’s “Yes” response will be printed by Attorney \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and attached as Exhibit 11. Any employee violating the Privacy Policy will be disciplined or terminated.

The firm will also provide a copy of the Privacy Policy to its clients by including a copy of the policy with the initial Engagement Letter sent to the client (or state how the privacy policy will be sent to the client).

 In addition, the Privacy Policy will be posted to the firm’s website at (Website Address).

PROCEDURE UPON TERMINATION OR CHANGE OF STATUS OF EMPLOYEES

Upon termination or change in status of an employee whereby access to client NPPI is no longer necessary, the following steps will be taken:

* All keys, laptops, tablets, cell phones, access cards, and files or papers containing NPPI will be immediately confiscated;
* Employee’s office/workspace will be searched for existence of any client NPPI, which shall be confiscated;
* Employee’s network user account will be deactivated/deleted;
* Employee’s email address password will be changed and forwarded to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for a period of ninety (90) days, after which it will be removed.

PROCEDURE REGARDING SECURITY OF BUILDING AND OFFICES

The office is protected by a security and fire alarm system that is equipped with motion sensors at all physical access points (doors and windows) and within the internal spaces. The system is monitored by a remote central station which automatically informs the proper authorities in the event of an incident. The Firm’s principals are the contact persons for the central station.

All keys to the office shall be clearly marked (engraved) “Do Not Duplicate.”

INFORMATION SECURITY INCIDENT RESPONSE PLAN

Company’s written incident response plan which includes cybersecurity incidents is attached as Exhibit \_\_\_. The plan includes all the recommendations of the ALTA Cybersecurity Incident Response Plan.

(Name of Security Program) is installed and will be maintained on all laptops, tablets, and mobile phones or devices. The automatic settings in the program are set to automatically send reports every 120 minutes. (Name of Security Program) will be used to determine the last location of a device and to remotely erase the memory from the device in the event it is lost or stolen.

In the event a device containing NPPI is lost or stolen, or in the event client NPPI is otherwise lost or stolen, the principals of the firm shall immediately notify any affected party or parties, law enforcement, and the \_\_\_\_\_\_\_\_\_\_\_\_ Attorney General.

Firm shall provide a minimum of 2-year subscription for anti-identity theft monitoring to any party whose NPPI was compromised or potentially compromised.

The firm shall implement all available measures to ensure security and prevent reoccurrence.

**BEST PRACTICE NO. 4**

POLICY: Adopt standard written real estate Settlement policies and procedures that help ensure compliance with: (i) federal and state consumer financial protection laws and regulations, and (ii) contractual obligations as applicable to the Settlement process.

DATE POLICY IMPLEMENTED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REVISION DATE(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROCEDURE FOR PREPARATION AND PROPER EXECUTION OF SETTLEMENT DOCUMENTS:

All real estate staff will follow the written procedures for preparation and execution of settlement documents as shown in Exhibit \_\_\_. Staff will also follow all lender closing instructions for each real estate transaction.

PROCEDURE FOR TRAINING STAFF FOR SETTLEMENT PROCEDURES:

All real estate staff will be trained on closing procedures for all forms of real estate transactions. Training dates and staff will be added to the training log. Written training procedures are attached as Exhibit \_\_\_\_.

PROCEDURE FOR RECORDING CLOSING DOCUMENTS:

Immediately after closing or disbursement, the paralegal responsible for the file will prepare the closing documents for recording and arrange the recording with either an outside recording service or through the Company. The paralegal or attorney will verify that all signatures and acknowledgements are complete, and the documents are in recordable form prior to submitting for recording.

The closing paralegal will confirm that the check for recording fees is the same as shown on the final Closing Disclosure or HUD-1 Settlement Statement.

The paralegal will enter the recording documents and recording check number and amount on a Recording Log Sheet. (Exhibit 12) and leave the documents and check in the recording document cabinet for pickup by the recorder (Note: Cabinet to remain locked during non-office hours.)

When picking up the recording documents, the recorder will sign the Recording Log Sheet to acknowledge pickup of documents.

Recorder will record the documents within one business day and report the recording information and final recording fee to responsible paralegal. In the event a recording is rejected, (list procedure here for rejected recordings, including timeline for resolution).

The recording date and final recording fee will be entered in the Recording Log by the responsible paralegal.

Any overpayment of any fees will be immediately refunded to the client once the overpayment is discovered.

All Recording Log Sheets will be kept in a Recording Log Binder.

The Recording Log Binder will be reviewed on a weekly basis by \_\_\_\_\_\_\_\_\_\_\_\_\_ to determine that all recordings are being made in a timely manner, refunds have been made, when necessary, and that the requirements of this procedure are being observed. After review, the Recording Log Sheet will be initialed and dated by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (If firm does not use a Recording Log, state the procedure for recording and maintaining the recording information.)

PROCEDURE TO ENSURE THAT CUSTOMERS ARE CHARGED THE CORRECT TITLE INSURANCE PREMIUM AND OTHER FEES FOR SERVICES

Upon opening a settlement file, the responsible paralegal will send a fee letter to the client by mail or email. The fee letter will disclose the settlement fee, costs, and title insurance premium. The form of fee letter is attached as Exhibit 13.

The responsible paralegal will go to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to verify and print out the title insurance premium quote applicable to the transactions and put a copy in the file.

The closing attorney will attach a copy of the fee letter and title insurance quote to the file copy of the Closing Disclosure or HUD-1 Settlement Statement and confirm that the charges appearing on the Closing Disclosure/HUD-1 are consistent with the fee letter and title insurance quote.

PROCEDURE TO ENSURE THAT PARTIES RECEIVE A TIMELY RESPONSE TO CONCERNS:

Any consumer or client who has a concern or issue with any aspect of a real estate closing will be responded to within a \_\_\_\_ hour period. In the event the concern becomes a complaint, all real estate staff will follow the procedures outlined in Pillar 7 of the Best Practices Manual. All complaints will be referred to \_\_\_\_\_\_\_\_\_\_\_\_ immediately.

AFFILIATED BUSINESS PROCEDURES:

For all affiliated Business Arrangements (ABAs) that the company is involved in, a disclosure notice will be given to the Consumer in the following written format:

PROCEDURES FOR SIGNING PROFESSIONALS EMPLOYED BY COMPANY

Any signing professionals utilized for any real estate transaction are required to attend training on all aspects of the ALTA Best Practices Manual, which will be documented on the log. Training will include the procedures for settlement and protection of NPI.

 The signing professional shall furnish the notary license per state law.

 A background check will also be performed on the Signing Professional which will be documented in the Background Check Log in Exhibit \_\_\_.

PROCEDURES FOR 3RD PARTY SIGNING PROFESSIONALS:

 Any 3rd Party Signing Professionals utilized by the Company must produce E&O insurance in the amount of $\_\_\_\_\_\_\_\_\_\_\_as well as a valid notary license in accordance with state law.

The 3rd Party Signing Professionals will be trained on all pillars of the Company’s Best Practices Manual Policy and Procedures and WISP. The training will include settlement procedures outlined in this Pillar as well as protection of NPI.

A written acknowledgement of the compliance with the Company Instructions, ALTA Best Practices Policy and Procedures and WISP will be required.

PROCEDURES FOR UTILIZING VENDORS FOR 3RD PARTY SIGNING PROFESSIONALS:

Company will ensure that the vendor for the 3rd Party Signing Professionals complies with the policies and procedures outlined in the Best Practices Manual and WISP. The vendor will submit their Best Practices Manual for review by the Company, as applicable, as well as any procedures followed to vet the 3rd Party signers. Company will obtain licensing information as well as E&O Insurance coverage.

PROCEDURES FOR SELECTION OF RON PLATFORMS:

 If Company utilizes a remote notarization platform, it will ensure that the platform is authorized by the state in which the Notary is located, as applicable, and meets all title insurer guidelines. The platform will also ensure that the platform meets guidelines for retention and safeguarding of NPI.

The Company will ensure that only fees that are authorized by the State of \_\_\_\_\_\_\_\_\_\_\_\_\_ will be charged to the Borrower for use of this platform.

If a 3rd party is engaged to notarize documents remotely, Company will oversee the selection of the platform to ensure protection of NPI and all state requirements.

PROCEDURES FOR E-RECORDING VENDORS:

 If Company utilizes a third party to notarize documents via remote notarization, it will oversee the selection of the platform in compliance with ALTA Best Practices Manual Policies and Procedures and with the state, as applicable. Company will also enter into a written agreement regarding the e-recording services with the vendor.

**BEST PRACTICE NO. 5**

**POLICY: Adopt and maintain written procedures related to title policy production, delivery, reporting and premium remittance.**

DATE POLICY IMPLEMENTED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REVISION DATE(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IDENTIFICATION OF ALL TITLE INSURANCE COMPANIES:

Name: Connecticut Attorneys Title Insurance Company (CATIC)

101 Corporate Place

Rocky Hill, CT 06067

Underwriting limit: $1,000,000.00

Name:

Underwriting limit: $1,000,000.00

PROCEDURE FOR PREPARING, DELIVERY AND SUBMISSION OF TITLE INSURANCE POLICIES:

Prior to closing, the responsible paralegal will prepare the owner and/or loan title insurance policy and title affidavit by using the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (software program).

A Notice of Availability will be prepared for borrower’s signature on all purchase transactions.

At closing, the responsible attorney will review the title search, policy, deed and mortgage for correctness and compliance with coverage and underwriting requirements.

A check for the net title insurance premium, search fee, and Closing Protection Letter fee, as applicable, will be issued with the closing checks (refer to Best Practice No. 2 for procedure regarding issuing checks for settlement files).

Immediately after closing or disbursement, the documents will be recorded (refer to Best Practice No. 4 for recording procedure) and the recording information will be inserted in the title policy.

The Mortgagee Title Insurance Policy will be sent to the lender as follows: Either included with the lender’s post-closing package to be returned or within \_\_\_\_\_\_\_\_\_\_\_ (maximum 30 days) after recording, via overnight carrier. The owner title insurance policy will be sent to the client with the closing package within \_\_\_\_\_\_\_\_\_\_\_\_ (maximum 30 days) from the date of the closing.

A copy of the final title insurance policy, title affidavit, copy of invoice and check for net premium and search fee will be mailed to \_\_\_\_\_\_\_\_\_\_\_ (title underwriter) at the above address within one week from the day of closing.

Each month, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will review a report issued by CATIC showing unremitted policy jackets. Any policy unremitted for more than 30 days will be resolved. The current report of outstanding policies and resolution of policies unremitted for more than 30 days is attached as Exhibit 14.

**BEST PRACTICE NO. 6**

**POLICY: Maintain appropriate professional liability insurance.**

DATE POLICY IMPLEMENTED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REVISION DATE(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IDENTIFICATION OF PROFESSIONAL LIABILITY INSURANCE POLICY:

Issued by (Name of Insurance Company) - Policy # (Policy #)

Limit of Liability- $1,000,000

Agent Contact: (Name of Agent)

Yearly expiration date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

IDENTIFICATION OF PROFESSIONAL LIABILITY INSURANCE POLICY OF TITLE SEARCH VENDOR:

 Vendor name: (Name of Vendor)

 Policy issued by: (Name of Insurance Company)

 Limit of Liability: $1,000,000

 Yearly expiration date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(NOTE: Add other vendors as appropriate, e.g. recording service)**

**If the firm is using Third Party Vendors, check with Professional Liability Carrier as to whether separate insurance is required for the vendor.**

**(ALTA recommends obtaining cyber liability insurance and crime coverage in amounts appropriate to the company size and settlement volume. Add the Insurance information if company has obtained these coverages.)**

PROCEDURES:

**On or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** each year, Attorney \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will contact Insurance Agent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and request a renewal form.

The renewal form and existing coverages will be reviewed at a meeting of the principals of the firm during the **month of \_\_\_\_\_\_\_\_\_\_\_\_\_** of each year. All policies will be reviewed for coverage by the Company’s broker or agent on an annual basis. The principals will determine whether the existing coverage:

* satisfies the minimum insurance coverage required by the firm’s title insurance underwriter and lender clients.
* covers all of the professional services offered by the firm.
* covers independent contractors (or confirm that independent contractors carry their own insurance).
* is appropriate based upon various risk factors, including scope of operations, volume of transactions, number of offices and employees, and internal controls and procedures; and
* includes title agent coverage.

**On or before \_\_\_\_\_\_\_\_\_\_\_\_** of each year, Attorney \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will complete and submit the renewal form to (Insurance Company).

**On or before \_\_\_\_\_\_\_\_\_\_\_\_** of each year, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will obtain a certificate of insurance from (Insurance Company), place a copy in this manual as an Exhibit, and send a copy to Connecticut Attorneys Title Insurance Company.

**On or before \_\_\_\_\_\_\_\_\_\_** of each year, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will contact (Insurance Company) and request a copy of the renewed declarations page of the policy. If a renewed declarations page is not received by \_\_\_\_\_\_\_\_\_\_**,** (Year) Company will not accept any new title orders until proof of renewed insurance is submitted.

Proof of current Professional Liability Coverage for (Law Firm Name) is attached as Exhibit 15.

Proof of current Professional Liability Coverage for (Vendor Name) is attached, if applicable, as Exhibit 16.

**NOTE: The above dates will be entered into Attorney** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Outlook calendar.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **will confirm with** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **that the procedure is timely followed or will perform task in** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **absence.**

**BEST PRACTICE NO. 7**

**POLICY: Adopt and maintain written procedures for resolving consumer complaints.**

DATE POLICY IMPLEMENTED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REVISION DATE(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROCEDURES:

All consumer complaints concerning residential closing and title agency services will be handled in accordance with this Consumer Complaint Program:

* Attorney \_\_\_\_\_\_\_\_\_\_\_\_\_\_ will email a “Consumer Complaint Employee Protocol Directive” to each employee of the firm in January and July of each year describing a “consumer complaint” and directing compliance with this Consumer Complaint Program. A copy of the Consumer Complaint Employee Protocol Directive and certification of delivery to all employees is attached as Exhibits 17 and 18, respectively.
* Any consumer complaint received by any employee will be referred to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or, in his/her absence, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in accordance with the provisions of the Consumer Complaint Employee Protocol Directive. A standard Complaint Form is used for all complaints, attached as Exhibit 19.
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will enter the date of the complaint, the name and contact information of the complainant, and the nature of the complaint in the Complaint Log.
* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will respond to the complainant within one week and will take such action as may be necessary to resolve the complaint within two weeks. The resolution of the complaint will be entered into the Complaint Log.
* The principals of the firm will review each complaint for the purpose of determining the cause and developing preventive measures. Such preventive measures will be entered in the Complaint Log.
* The lender will be notified of any complaints filed by or involving one of its customers within \_\_\_\_ hours of receipt of the Complaint.

The Complaint Log is attached as Exhibit 20.

**TRAINING LOG Exhibit 1.**

|  |  |  |
| --- | --- | --- |
| **NAME OF EMPLOYEE** | **DATE OF BEST PRACTICES TRAINING** | **CERTIFICATION** |
|  |  | TOPICS COVERED: |
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|  |  |  |
| NAME of THIRD-PARTY VENDORS: |  |  |
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**Exhibit 2.**

**Evidence of Good Standing for (Name of Firm)**

**Evidence of Good Standing for Attorney (name of person)**

**[attach copy of printout from** [**www.\_\_\_\_\_\_\_\_\_**](http://www._________) **]**

**Exhibit 3.**

**Proof of Firm’s Registration with Statewide Grievance Committee**

**[attach printout from** [**www.\_\_\_\_\_**](http://www._____) **]**

**Exhibit 4.**

**Proof of Payment of Client Security Fund Fee**

**For Attorney \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[attach confirmation of payment]

**&**

**For Attorney \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[attach confirmation of payment]

**Exhibit 5.**

**ALTA Forms License**

[attach proof of license for current year]

**Exhibit 6.**

**Monthly Reconciliations**

[Attach most recent reconciliation every month; must be initialed and dated by (name of person); note discrepancies and how/ when resolved]

TO BE PROVIDED UPON REQUEST

**Exhibit 7.**

**Background Check Log**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Hire Date** | **Employee Name** | **Date of Initial Background Check** | **Signatures of (name (s) of person certifying) Certifying Approval of Employment:** | **Date of****3 Year Background Check(s)** | **Signatures of (name (s) of person certifying) Certifying Approval of Employment:** |
|  |  |  | After review of a background check dated (date) from ( Name of Source), has been approved for employment on (date) by:Name: (Name of Attorney)A Partner  |  | After review of a background check dated (date) from (Name of Source), has been approved for employment on (date) by:Name: (Name of Attorney)A Partner |
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**Exhibit 8.**

**Acceptable Use Policy**

**[to be emailed to each employee Jan. and July every year]**

**ACCEPTABLE USE POLICY**

***The goals of this policy are to outline acceptable and unacceptable use of the company’s information technology and associated equipment by employees. Each user of the company’s information technology and associated equipment is required to read this policy and acknowledge agreement and continued compliance with this Policy.***

**EQUIPMENT USE**

The firm provides equipment to employees to help them enhance their productivity. All equipment is the property of the firm. The equipment includes but is not limited to computers, software, internal networks, email, the Internet, telephone systems, voicemail, fax, copiers, etc. These systems must be used in a responsible and ethical manner, and in compliance with all laws and firm policies and contracts. The firm has a right to monitor all employees’ use of firm equipment.

Desktop computers and monitors must be located behind secured locations during non-business hours. Employees must log off all computers immediately, whenever they leave their office unattended.

In the event a device is lost or stolen, notify \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ immediately.

**PASSWORDS**

Unique passwords must be used for all information systems and their components. This includes desktop computers, laptop computers, smart phones, tablets, servers, cloud services and any other devices that provide distributed computing capabilities.

Passwords must be at least 8 characters in length and must contain characters containing at least one uppercase, lowercase, number and symbol. Passwords must be memorized or stored within a locked electronic media device. Passwords may not be written down or stored electronically in an unsecured manner. Passwords must be changed every sixty (60) days.

Users may not share account or password information with another person.

If an employee has reason to believe that any unauthorized person has learned their password, they must notify \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ immediately.

**INTERNET ACCESS**

Internet access is controlled through individual accounts and passwords. The internet should be used to further the goals of the company through communication with co-workers, with clients of the firm, and with service providers. It may be used for educational or professional development activities. Internet use must comply with all Federal and state laws, firm policies, and firm contracts. The internet may not be used for any illegal or unlawful purposes, nor may it be used in a way that violates firm policies. Personal use of the internet must be limited to use for communication with family and friends that is necessary during the workday. Use of the internet for uploading and downloading of files for personal use, personal photographs, gaming, chain letters, or pornography is prohibited. Employees may not establish company computers as participants in any peer-to-peer network. Employees may not view, copy, alter, or destroy data, software, documentation, or data communications belonging to the firm or another individual without authorized permission. Users may not send unreasonably large electronic mail attachments that may interfere with network performance. Users must not allow another person to use their internet access. The firm may monitor any employee’s internet activity occurring on company equipment or accounts. The firm may use filtering software to limit access to sites on the internet.

**E-MAIL**

Email access at the firm is controlled through individual accounts and passwords. Employees are expected to check their e-mail in a consistent and timely manner so that they are aware of important company announcements, as well as for fulfilling business tasks. E-mail is provided for business purposes but limited personal use is permitted.

Secure, encrypted e-mail must be used for the transmission of any non-public information.

Email use must comply with all applicable laws, firm policies, and all firm contracts.

The following uses are prohibited:

* Use of email for illegal or unlawful purposes
* Use of email that violates firm policies or contracts.
* Viewing, copying, altering, or deleting email files or accounts belonging to the firm or to another individual without authorized permission
* Sending of unreasonably large email attachments
* Opening email from unknown or unsigned sources
* Sharing email passwords or accounts
* Excessive personal use of firm email

The firm has a right to monitor all employee email.

Any allegations of misuse of email should be reported to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**DATA SECURITY AND NON-PUBLIC INFORMATION**

The firm takes the privacy of our employees and clients very seriously. To ensure that we are protecting the firm, its employees, and its clients, employees may not disclose Non-Public Information or data to anyone who is not a current authorized employee of the firm. Non-Public Information includes but is not limited to corporate information, client names, identities, social security numbers, contact information, tax forms, accounting data, loan information, credit card information, closing information, etc. Non-Public Information must not be stored on any type of portable media.

ONLY AUTHORIZED EMPLOYEES WHO HAVE UNDERGONE BACKGROUND CHECKS MAY HAVE ACCESS TO NON-PUBLIC INFORMATION for residential closing and title services. These authorized employees who must transmit a client’s NPPI to a lender or other authorized party must use the firm’s encrypted email service, (name of email service).

Anti-virus software must be installed on all computers attached to the firm network. Employees may not disable or change any settings of the firm’s anti-virus software. If an employee suspects that a computer is infected with a virus it must be reported to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ immediately. Any virus-infected computer will be removed from the network until it is verified as virus-free.

**ENFORCEMENT**

**Any employee who is found to have violated this policy may be subject to disciplinary action, up to and including termination of employment. Possible actions include temporary or permanent revocation of access, disciplinary action, termination of employment, and/ or legal action according to applicable laws and contractual agreements.**

**All employees must read and acknowledge understanding of the foregoing policy.**

**Exhibit 9.**

**Employee Acknowledgments of Acceptable Use Policy**

**EMPLOYEE ACKNOWLEDGEMENTS SHOULD BE ATTACHED TO EXHIBIT 9.**

**I,** \_\_\_\_\_\_\_\_\_\_\_\_\_\_**, certify that on (DATE), the Company’s Acceptable Use Policy was mailed to each employee. A copy of each employee’s acknowledgement and acceptance of the Policy is attached hereto.**

**I,** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, certify that on (DATE) the company’s Acceptable Use Policy was emailed to each employee. A copy of each employee’s acknowledgement and acceptance of the Policy is attached hereto.**

 **Exhibit 10**

**(**Law Firm Name)

Privacy Policy Notice

**PURPOSE OF THIS NOTICE**

# Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

We may collect nonpublic personal information about you from the following sources:

• Information we receive from you such as on applications or other forms.

• Information about your transactions we secure from our files, or from our affiliates or others.

• Information we receive from a consumer reporting agency.

• Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you. We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law. We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

• Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

• Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those authorized employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**Exhibit 11.**

**Employee Acknowledgments of Privacy Policy**

**[attach in January and July every year]**

**I,** \_\_\_\_\_\_\_\_\_\_\_\_**, certify that on (DATE) the company’s Privacy Policy was emailed to each employee. A copy of each employee’s acknowledgement and acceptance of the Directive is attached hereto.**

**I,** \_\_\_\_\_\_\_\_\_\_\_\_\_**, certify that on (DATE) the company’s Privacy Policy was emailed to each employee. A copy of each employee’s acknowledgement and acceptance of the Directive is attached hereto.**

**Exhibit 12.**

**Recording Log**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Date** | **File #/ Address** | **Check #** | **Amount** | **Recorder: Sign Out Date/ Sign** | **Rec. Date** | **Final Rec. Am’t** | **Over-pymt?****(Y/N)** | **Refund Amount/ Date** |
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**Exhibit 13.**

**Fee Letter**

**LAW OFFICES OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 \_\_\_\_\_\_\_\_\_\_, 20\_\_

Client Name

Address

Re: Purchase of/ Refinance of

Dear:

 Thank you for selecting {NAME OF FIRM} to represent you in connection with the purchase (or refinance) of the property located at {PROPERTY ADDRESS}, \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 This letter is written to acquaint you with the scope of our representation. As your counsel, we will:

1. Review the preliminary title report on the property including the status of mortgages, liens, private restrictions, real estate taxes and ownership.
2. [Review and negotiate contract of sale;] **[delete for refinance]**

3. Review written commitment issued by the lender.

4. Prepare and/or review title search; obtain title policy for [you and] **[delete for refinance]** lender; obtain survey, if necessary; NOTE: WE DO NOT REVIEW MUNICIPAL RECORDS UNLESS YOU OR YOUR LENDER SPECIFICALLY REQUESTS US TO DO SO. THERE WILL BE ADDITIONAL CHARGES ASSOCIATED WITH THIS SERVICE.

5. Prepare [Buyer's closing documents, review Seller's closing documents, prepare] **[delete for refinance]** and/or review loan documents.

6. Attend closing.

7. Provide an accounting of funds.

8. Record documents.

 Should you require additional services from us, we will be happy to discuss those services with you.

 Our fee for representing you in this transaction will be $\_\_\_\_\_\_\_\_\_\_ plus disbursements, which disbursements include title search fees, any requested or required municipal records report fee, recording service fees, overnight delivery and other administrative charges. [A portion of this fee concerns your loan closing and may be expressed as a part of the figure shown in Block #4 of the Good Faith Estimate provided by your mortgage lender, if any, grouped together with charges for the lender’s title insurance policy and the above-mentioned disbursements; the remaining balance of our fee is for your personal representation which includes review of the property inspection report, review of the municipal records report, [contract negotiation] **[delete for refinance],** and our advice and assistance with respect to survey matters.] Should unforeseen circumstances arise, this fee may be re-evaluated.

 Your title insurance premium is not included in our legal fee and will be $\_\_\_\_\_\_\_\_\_\_. [This premium includes the cost of your lender’s mortgagee policy.] The title insurance premium is not an annual premium.  It is paid once and covers the insured interest for as long as any exposure exists. We are able to cap our fee because the title insurance company will pay this firm \_\_\_\_\_ of the premium as a commission for our work in evaluating the title search, determining the insurability of title, taking such steps as may be required to insure the title, and assuming liabilities in this regard. As a result of the title commission, this firm's fee will be less than it would otherwise be if based on all time spent. Both the title insurance premium and the title premium commission we earn are regulated by the \_\_\_\_\_\_\_\_\_\_\_\_\_ Department of Insurance.

 [Note that, as an additional service, we can arrange for a property survey to be prepared on your behalf by a licensed surveyor. The additional cost for this typically runs between $1,200.00 to $1,500.00 and would be paid by you directly to the surveying firm. We believe it to be in your best interest and advise you to obtain a survey whenever it is possible and feasible prior to closing. This is especially important when you are contemplating any expansion, improvement, or construction at the property. Of course, obtaining a survey is not required, but is an individual choice which we will assist you in making.] **[Delete for Refinance]**

 If this transaction does not close for any reason, we will look at our time in the matter and the stage to which the transaction has progressed and will bill you a portion of the fee quoted herein based on my billable rate of $\_\_\_\_\_\_\_\_\_\_ per hour.

 If at any time you have any questions regarding this transaction, please feel free to call me. We look forward to working with you.

 Very truly yours,

**Exhibit 14.**

**Monthly Unremitted Title Insurance Policy Report**

**(Resolve anything over 30 days)**

**Exhibit 15.**

**Professional Liability Coverage for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Company)***

**Exhibit 16.**

**Professional Liability Coverage for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Third Party Vendors)**

**Exhibit 17.**

**Consumer Complaint Employee Directive**

**[to be emailed to each employee every year in January and July]**

**Exhibit 18.**

**Certification of Delivery of Consumer Complaint Employee Protocol Directive**

**I,** (name of person), **certify that on (DATE) the Consumer Complaint Employee Protocol Directive was emailed to each employee. A copy of each employee’s acknowledgement and acceptance of the Directive is attached hereto.**

**I,** (name of person)**, certify that on (DATE) the Consumer Complaint Employee Protocol Directive was emailed to each employee. A copy of each employee’s acknowledgement and acceptance of the Directive is attached hereto.**

**CONSUMER COMPLAINT PROTOCOL**

**At \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, we take consumer complaints seriously.**

Complaints may directly impact our business. Under state and federal laws, the firm must respond immediately to any complaints. A part of every employee’s job is to report all complaints to the appropriate authority at the firm.

**What is a “Consumer Complaint”?**

A consumer complaint is any complaint reported to an employee of the firm that is initiated by a client or by someone on behalf of the client. This includes any complaints about the firm, an employee of the firm, or any firm activity. A complaint may involve a person’s behavior or may involve a fee charged. Any complaint must be taken seriously.

**What do I do if I receive a complaint?**

Any complaints should be immediately directed to (name of person). If (name of person) is unavailable, or if the complaint involves (name of person), direct the complaint to (name of person), as the case may be, who will enter the date of the complaint, the name and contact information of the complainant, and the nature of the complaint in the Complaint Log.

* (Name of person) will respond to the complainant within one week, and will take such action as may be necessary to resolve the complaint within two weeks. The resolution of the complaint will be entered into the Complaint Log.
* (Name of person) will review each complaint for the purpose of determining the cause and developing preventive measures. Such preventive measures will be entered in the Complaint Log.

**EXHIBIT 19**

**COMPLAINT INTAKE FORM**

**CUSTOMER INFORMATION:**

|  |  |
| --- | --- |
| NAME: |  |
| PHONE: |  |
| EMAIL: |  |
| ADDRESS: |  |
| FILE NAME/NO. |  |

**COMPLAINT INFORMATION:**

|  |  |
| --- | --- |
| COMPLAINANT: |  |
| DATE RECEIVED: |  |
| DETAILS: |  |

Customer Contact #1

|  |  |
| --- | --- |
| Date & time  | Notes |

Customer Contact #2

|  |  |
| --- | --- |
| Date & time  | Notes |

|  |  |
| --- | --- |
| RESOLUTION: |  |
| DATE & TIME |  |

Uploaded/Copied: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit 20.**

**Complaint Log**

|  |
| --- |
| **COMPLAINT LOG** |
| **Date of Complaint** | **Referring Employee** | **Name of Complainant** | **Contact Info.** | **Complaint** | **Date of Response** | **Nature of Response** | **Resolution** | **Resolution Date** | **Preventive Measures Taken** |
|  |  |  |  |  |  |  |  |  |  |
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