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This Agreement ("Agreement") is entered into by and between The Appraisal Hub, LLC ("The Appraisal Hub") a Massachusetts Limited Liability Company, having an office at 900 Washington Street, Suite A, Norwood MA 02062 and the Appraiser executing this Agreement below, on behalf of yourself as Individual, and as the Authorized Agent for the Appraisal Company for which you are authorized to act as such Agent as Principal, Sole Proprietor, Member or duly appointed Officer, without limitation, as the case may be. ("the Appraiser"), together collectively referred to as *the "Parties"* throughout this Agreement.

**WHEREAS, The Appraisal Hub** is duly authorized, licensed or registered as may be required as an Appraisal Management Company (AMC) to perform services to creditors or secondary mortgage market participants in connection with valuing a consumer's principal dwelling as security for a consumer credit transaction, including consumer credit transactions incorporated into securitizations, by contracting with licensed and certified appraisers to perform appraisal assignments and managing the process of having an appraisal performed, providing administrative duties such as receiving appraisal orders and appraisal reports, submitting completed appraisal reports to creditors and underwriters, collecting fees from creditors and underwriters for services provided, and reimbursing appraisers for services performed; review and verify the work of appraisers, ensure compliance with applicable federal law, including but not limited to Title XIV of the Dodd-Frank Act, section 129E(a)-(i) of the Truth in Lending Act; the laws of the states in which The Appraisal Hub is authorized to conduct AMC operations, the Uniform Standards of Professional Appraisal Practice (USPAP) pursuant to Title XI of the Federal Financial Institutions Reform, Recovery and Enforcement Act of 1989 (12 USC 3331 et seq.), and the collective guidelines of the Government Sponsored Entities (GSEs) pertaining to federally related mortgage loans.

**WHEREAS, the Appraiser** is duly qualified, certified or licensed as the case may be, and in good standing in the jurisdictions as authorized to perform written or oral analysis, opinion or conclusion relating to the nature, quality, value or utility of specified interests in, or aspects of, identified real estate, competently and in a manner that is independent, impartial, and objective under USPAP, applicable federal law, including but not limited to Title XIV of the Dodd-Frank Act, section 129E(a)-(i) of the Truth in Lending Act; the laws of the states in which Appraiser is authorized to conduct appraiser services, and the collective guidelines of the GSEs pertaining to federally related mortgage loans.

**WHEREAS, the Appraiser** shall be deemed part of The Appraisal Hub's panel of appraisers (the Panel) as of the date on which The Appraisal Hub approves the Appraiser to the Panel as eligible to conduct future appraisal assignments on behalf of The Appraisal Hub.

**The Appraiser acknowledges and consents to** the Appraiser's standards of review by The Appraisal Hub and the obligations of the Appraiser upon approval to the Panel, including but not limited to strict compliance with The Appraisal Hub's policies and procedures, the foregoing laws, regulations, and professional standards governing appraisal services. Further, the Appraiser acknowledges and consents to The Appraisal Hub's supervision of the Appraiser's activities, and further acknowledges that it is the duty and responsibility of both The Appraisal Hub and Appraiser, to respectively protect and preserve the overall public trust in appraisal practices by the Parties' observation of the highest standards of professional ethics. Appraiser agrees to conduct appraisal services in a manner that is competent, independent, meaningful and not misleading.

## TERMS OF AGREEMENT

### Section 1

#### GENERAL STANDARDS OF COMPLIANCE UNDER USPAP

- a. Appraiser shall comply with USPAP, Appraiser Independence Rule (AIR) all applicable federal laws and regulations, state laws and regulations, GSE appraisal guidelines and standards, lender assignment requirements (which shall not violate the Law), The Appraisal Hub policies and standards of conduct, and standards of professional appraisal services to include, but not limited to the following:
1. Conduct appraisals in a competent, independent, impartial, and objective manner;
  2. Provide competent appraisal products, even where the assignment is considered "rushed" or "priority" based on lender timeframe or other appropriate limitations;

3. Comply with USPAP Rules on Ethics, Record Keeping, Competency, Scope of Work, in all aspects of appraisal practice, including when providing an opinion about the quality of another appraiser's work performed as part of an appraisal or appraisal review assignment;
4. Maintain the data, information and analysis necessary to support opinions for appraisal and appraisal review assignments;
5. Comply with Appraiser Independence Rule, Fair Lending Laws, Fair Housing Laws, Equal Credit Opportunity Act (ECOA) rules, including but not limited to Appraiser's obligation to:
  - i. perform assignments without bias, or reliance on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value;
  - ii. refrain from advocating the cause or interest of any party or issue;
  - iii. refuse assignments that include the reporting of predetermined opinions and conclusions;
  - iv. not misrepresent his or her role when providing valuation services that are outside of appraiser practice;
  - v. not communicate assignment results with the intent to mislead or to defraud;
  - vi. not use or communicate a report that is known by the appraiser to be misleading or fraudulent;
  - vii. not knowingly permit an employee or other person to communicate a misleading or fraudulent report;
  - viii. not perform assignments in a careless, negligent or grossly negligent manner.
  - ix. not engage in criminal conduct;
  - x. not willfully or knowingly violate any laws, regulations, rules, standards, policies or standards of conduct governing the appraisal service profession.

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Section II

**GENERAL STANDARDS OF COMPLIANCE APPRAISER INDEPENDENCE REQUIREMENTS**

- a. The Appraisal Hub is responsible for compliance with The Appraiser Independence Requirements ("AIR") for consumer credit transactions secured by the consumer's principal dwelling as set forth in 129E of the Truth in Lending Act (TILA) (Dodd-Frank Act). This section is included to ensure that, as with USPAP, the Appraiser is expected to understand the obligations to The Appraisal Hub and the Appraiser, respectively under AIR: and comply with AIR
- b. **Prohibited Conduct under AIR.** In order to maintain appraiser independence TILA prohibits the following actions in consumer-credit transactions secured by a consumer's principal dwelling:
  1. Causing or attempting to cause the value assigned to the property to be based on a factor other than the independent judgment of the Appraiser, by compensating, coercing, extorting, colluding with, instructing, inducing, bribing, or intimidating a person conducting or involved in an appraisal;
  2. Mischaracterizing, or suborning any mischaracterization of, the appraised value of the property securing the extension of credit;
  3. Seeking to influence an Appraiser or otherwise encourage a targeted value in order to facilitate the making or pricing of the transaction;
  4. Withholding or threatening to withhold timely payment for an appraisal report or for appraisal services rendered when the appraisal report or services are provided for in accordance with the contract between the Parties.
- c. **The Appraisal Hub May Engage In The Following Permissible Conduct under AIR:**
  1. Asking an Appraiser to consider additional, appropriate property information, including information regarding additional comparable properties to make or support an appraisal;
  2. Asking an Appraiser to provide further detail, substantiation, or explanation for the value conclusion;
  3. Asking an Appraiser to correct errors in the report;
  4. Withholding compensation due to breach of contract or substandard performance of services;
  5. Taking action permitted or required by applicable federal or state statute, regulation or agency guidance.
- d. **AIR applies to the following:**
  1. Covered Persons
    - i. Creditors
    - ii. Appraiser Management Companies (AMC)
    - iii. Appraisers
    - iv. Mortgage Brokers
    - v. Realtors
    - vi. Title Insurers, and
    - vii. Other settlement service providers (as defined under the Real Estate Settlement Procedures Act RESPA).
  2. Covered Transactions

- i. Closed end credit transaction secured by consumer's principal dwelling;
- ii. Open end credit transaction secured by consumer's principal dwelling;
- iii. Home equity plans secured by a consumer's principal dwelling.

e. **Appraiser Disclosure Requirements.** AIR prohibits a person from preparing a valuation or performing valuation management functions for a covered transaction if he or she has a direct or indirect interest in the property or transaction. THE APPRAISAL HUB WILL NEVER ENGAGE IN MANAGEMENT FUNCTIONS INVOLVING CONFLICTS OF INTEREST AND REQUIRE ALL APPROVED APPRAISERS TO AFFIRM THAT THE APPRAISER HAS NO CONFLICT WITH RESPECT TO THE SUBJECT PROPERTY. THE APPRAISER IS REQUIRED TO DISCLOSE THE FOLLOWING TO THE APPRAISAL HUB AT THE EARLIEST TIME THAT THE APPRAISER IS AWARE OR SHOULD BE AWARE THAT THE MATTER TO BE DISCLOSED EXISTS:

1. **Conflict of Interest.** Under AIR, no Appraiser or AMC may have a direct or indirect interest, financial or otherwise, in the property or transaction involving the appraisal. The Appraiser must disclose to The Appraisal Hub any conflict or potential conflict of interest, if known prior to accepting an assignment, and, or if discovered at any time during the assignment, after the assignment, and in each subsequent report certification, including but not limited to the following:

- i. any current or prospective interest in the subject property or parties involved, such as whether appraiser is related by familial status, prior or present business relationships, present or former employer, present or former business partnership or other interests, current or ongoing negotiations concerning future relationships, or other factor whatsoever, in any manner or form, that Appraiser could be connected with the property, or in any manner or form that may suggest impropriety, or may tend to cause the appearance of impropriety, or actual impropriety, including but not limited to relationships, familiarity, prior or present partnerships, prior or present or other relationships with the:

- (1) mortgage loan originator/mortgage broker
- (2) mortgage lender's production-based employees
- (3) real estate agent
- (4) closing attorney
- (5) property owner/seller/purchaser, and
- (6) any other real estate settlement services provider connected with the subject property.

2. **Three Year Rule for Subject Property Appraiser Disclosure.** If known prior to accepting an assignment from The Appraisal Hub, or if discovered at any time during the assignment, the Appraiser must disclose to The Appraisal Hub, and in each subsequent report certification as follows:

- i. Any current or prospective interest in the subject property or parties involved; and
- ii. Any services regarding the subject property performed by the Appraiser within the three-year period immediately preceding acceptance of the assignment, as an Appraiser or in any other capacity;
- iii. The Appraiser is not obligated to disclose where such disclosure would violate UPSPAP privacy requirements such as in the case where the Appraiser has agreed with a lender or other client to keep the mere occurrence of a prior assignment confidential as follows:

- (1) If an Appraiser has agreed with a lender or other client not to disclose that the Appraiser has appraised the subject property, the Appraiser must decline all subsequent assignments on the subject property from The Appraisal Hub for any assignment that falls within the three-year period subject to the agreement with the Lender;
- (2) In assignments in which there is no appraisal or appraisal review report, only the initial disclosure to The Appraisal Hub is required.

f. **Impairment of Appraiser Independence.** The Appraisal Hub is responsible for compliance with the Appraiser Independence Rule, as such, The Appraisal Hub will never coerce or attempt to coerce, or engage in in extortion, inducement, bribery, intimidation, compensation or instruction to, or collusion with the Appraiser, directly or indirectly, to assign a value based on any other factor other than the Appraiser's independent judgment.

1. To protect the Appraiser from any unlawful influence in violation of the AIR, the Appraiser must disclose to The Appraisal Hub whether the Appraiser is asked to perform appraisal services by any party, such as a mortgage broker, loan originator, any member of a mortgage lender's production staff, any person who is compensated on a commission basis upon the successful completion of a mortgage, in any manner, or by the Realtor®, the borrower, homeowner, employees of The Appraisal Hub, or otherwise, contingent upon contingent on any of the following:

- i. a predetermined result (e.g., opinion of value);
- ii. a direction in assignment results that favors the cause of the Lender;
- iii. the amount of a value opinion;
- iv. the attainment of a stipulated result (e.g., that the loan closes, or taxes are reduced); or
- v. the occurrence of a subsequent event directly related to the appraiser's opinions and specific to the assignment's purpose.

2. Failure to disclose as required may subject the Appraiser to removal from the Panel. The Appraisal Hub shall comply with applicable law and USPAP standards in removal of an Appraiser from the Panel.

### Section III

#### **APPRAISER PERFORMANCE REQUIREMENTS AND APPRAISAL PANEL PROCEDURES**

- a. **General Standards of Competence and Professionalism.** The Appraiser must be licensed, certified or registered, as the case may be, and in good standing to perform appraisal services in compliance with the laws of the state where the assigned property is located. At a minimum, The Appraisal Hub will review Appraiser's work for compliance with all laws, USPAP appraisal standards of accuracy, and other professional requirements including, but not limited to:
1. Appraiser's ability to meet due dates and deadlines;
  2. Appraiser's level of responsiveness and communication with stakeholders (Lenders, The Appraisal Hub, borrowers, as appropriate) throughout the appraisal process;
  3. Responsiveness to requests for additional information from Lenders' underwriters, as applicable;
  4. Quality of work product and attention to the details of any Lender specific requirements, or level of communication and clarity in explaining when those Lender requests could not be met.
- b. **Panel Approval Is Not a Guarantee of Assignments.** In order to prevent any future misunderstandings concerning the Appraiser's expectation of work assignment, The Appraisal Hub hereby clarifies that the Appraiser's approval or admission to the Panel is not a guarantee and is not intended to be construed as a guarantee that the Appraiser will receive assignments within a specified time frame, if ever, from the date The Appraisal Hub approves the Appraiser to the Panel. The Panel is designed to preserve the public trust and to assure fairness and independence in appraisal assignments. Assignments are based on a Panel Rotation method by which The Appraisal Hub's AMC operation system automatically selects the most competent appraiser for an assignment, including but not limited to the following factors:
1. The Appraiser's geographic competence and geographic proximity to the subject property;
  2. Appraiser's experience of competence concerning a particular type of property;
  3. Appraiser's experience with the property in the last three years;
  4. \*Appraiser Star Rating – which is a proprietary, automated ranking system established by The Appraisal Hub to prioritize assignments based on quality in recognition of GSE requirements, such as Fannie-Mae's Appraisal Selection Criteria which states that:
    - i. *AMCs and lenders "must ensure that an appraiser has demonstrated the ability to perform high quality appraisals before using an appraiser's services. The quality of an appraiser's work is a key criterion that must be used in determining which appraiser the lender (or its authorized agent) uses for its assignments. The requirement for an appraiser to produce a high quality work product must always outweigh fee or turnaround time considerations."* (Fannie-Mae Selling Guide - B4-1.1-03; 06/15/2014)
- c. **Geographic Proximity Selection Method.** When an appraisal order is received, our Panel rotation system will automatically identify Appraisers in rotation that are eligible for the assignment based on the Appraiser's geographic proximity to the subject property.
1. This method ensures that eligible Appraisers have the requisite knowledge required to perform a professional quality appraisal for the specific geographic location and particular property type, the requisite knowledge about, and access to, the necessary and appropriate data sources for the area in which the appraisal assignment is located;
  2. Fannie-Mae guidance informs that, "Appraisers that are not familiar with specific real estate markets may not have adequate information available to perform a reliable appraisal. Although the Uniform Standards of Professional Appraisal Practice (USPAP) allows an appraiser that does not have the appropriate knowledge and experience to accept an appraisal assignment by providing procedures with which the appraiser can complete the assignment, Fannie Mae does not allow the USPAP flexibility." (Fannie-Mae Selling Guide - B4-1.1-03; 04/15/2014) ;
  3. The Appraisal Hub will assign Appraisers to the geographic locations in which the Appraiser indicates competence and requisite experience only. Trainee Appraisers must be supervised and sponsored by an experienced Appraiser who is competent and experienced as indicated above.
- d. **Volume of Orders Disclaimer.** The Volume of orders received by The Appraisal Hub within a certain geographic location may impact the number of orders available to the Appraiser on the Panel. The Appraisal Hub cannot control how many orders or when orders will be received from Lender/Clients for a particular geographic location. For this reason, The Appraisal Hub cannot, and does not guarantee, that the Appraisers will receive assignments within a specified time frame, if ever, from the date The Appraisal Hub approves the Appraiser for the Panel.

- e. **\*Star Rating Quality and Compliance Monitoring System.** The Appraisal Hub established its Star Rating Quality and Compliance Monitoring System ("System") to ensure Appraiser quality and compliance in accordance with USPAP standards, AIR, and applicable state law. Appraisers with the highest Star Ratings in each jurisdiction have priority of assignments. Newly approved Appraisers are afforded full and fair opportunity to earn star ratings based on the same criteria by which more seasoned Appraisers are rated. Some examples of action or activities considered under the Star Rating System are:
1. Compliance with USPAP standards, AIR, and applicable laws;
  2. Prompt response and acceptance of assignments;
  3. Meeting deadlines and Appraiser attention to order details;
  4. Quality of communication with The Appraisal Hub and other appropriate stakeholders such as Lenders, Realtors®, borrowers, property owners, and so forth;
  5. High quality appraiser products that clarify the appraisal process and methodology;
  6. Minimal or no USPAP violations;
  7. Minimal, or no significant valuation concerns;
  8. Valuations with well supported adjustments;
  9. Upon completion of appraiser report, response to Lenders' questions within one full business day – for example prompt response to requests for additional information or a reconsideration of value where compliant with USPAP, AIR and applicable law.
- f. **Ranking of Appraisers.** The Appraisal Hub's Star Rating System ranks Appraisers numerically from 1 through five, 5 being the highest rating and 1 being the lowest.
1. Each appraisal order is worth a potential 5 points to the Appraiser in rotation.
  2. To ensure fairness, Star Rating points are based on the average of all appraisals completed by the Appraiser to provide ongoing opportunity for improvement to the Appraiser's Star Rating.
  3. The Appraiser automatically earns 5 Star Rating points for each appraisal order, from which points are deducted based on The Appraisal Hub's Quality Control (QC) review process, as applicable; for example:
    - i. If The Appraisal Hub or the Lender/Client rejects the appraisal report for any reason, such rejection will impact the Appraiser's star rating.
  4. The Appraisal Hub will make the Appraiser's Star Rating System available to the Appraiser upon request.
- g. **Quality Control Review of Appraisals.** To ensure the highest quality of appraisal reports, The Appraisal Hub conducts detailed Quality and Compliance review prior to delivery of each and every appraisal to a Lender or other client.
1. All appraisal reports are reviewed by The Appraisal Hub's certified Appraisers. The Appraisal Hub is pleased to provide a copy of the review checklist to Appraisers for self-assessments:
    - i. The results of any Appraiser self-assessment will not be accepted in lieu of The Appraisal Hub's independent QC and Compliance review.
  2. Approved Appraisers who demonstrate the level of quality and competence required by The Appraisal Hub may quickly advance their Star Rating;
  3. The Appraisal Hub will provide training and corrective guidance to facilitate the Appraiser's full and fair opportunity to improve Star Ratings;
  4. Appraisers who consistently fail to meet the standards of performance required by The Appraisal Hub, or who demonstrate an unwillingness to improve may be removed from the Panel.
- h. **Professional Standing and Disclosure Requirements.** The Appraiser shall disclose to The Appraisal Hub any adverse condition pertaining to the Appraiser's certification or licensing, such as whether the Appraiser has been, or is currently subject to any form of administrative action, suspension, restriction, or whether the Appraiser has been notified of pending or potential adverse administrative action against the Appraiser such as indicated below, but not limited to:
1. Termination by any other AMC, suspension or removal from an AMC Panel;
  2. Removal from a Lender's appraiser panel;
  3. Administrative notice from any real estate settlement services provider, such as a lender, Securitize, GSE such as Fannie-Mae, Freddie-Mac, HUD/FHA, or any state housing authority;
  4. Consumer complaints;
  5. Enforcement or disciplinary actions by any state or federal regulator, consumer protection agency;
  6. Suspension of license or certification whether or not published on the National Appraiser Registry;
  7. Inclusion on the HUD's Limited Denial of Participation list (LDP); the General Services Administration's (GSA's) "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs; the Federal Excluded Parties Listing System (EPLS);

8. Inclusion on any Lender/Investor Exclusionary List;
9. Notification from Fannie Mae concerning warnings or suspension based on Fannie-Mae review of Appraiser's work product on the Uniform Collateral Data Portal® (UCDP®) as applicable.

i. Failure to disclose any of the foregoing information to The Appraisal Hub as required may subject the Appraiser to removal from the Panel. The Appraisal Hub shall comply with applicable law and USPAP standards in removal of an Appraiser from the Panel.

#### Section IV

### **PANEL REMOVAL PROCEDURES**

- a. The Appraisal Hub will never remove an Appraiser from the Panel in a manner that violates USPAP, AIR, state or federal law, GSE standards, nor deny the Appraiser an assignment in a manner that violates the foregoing laws and standards, whatsoever.
  1. It is the policy of The Appraisal Hub to notify the Appraiser in writing concerning the reasons why the appraiser is being removed; and
  2. Provide the Appraiser with an opportunity to respond to such notice;
  3. An Appraiser may be removed from the Panel for alleged illegal conduct, violation of the USPAP, AIR, or state licensing standards:
    - i. The Appraisal Hub will notify the Appraiser in writing concerning the nature of the alleged misconduct or violation, and The Appraisal Hub's intention to remove the Appraiser from the Panel;
    - ii. Under no circumstance shall The Appraisal Hub remove an Appraiser from the Panel, or otherwise refuse to assign orders *within the first one hundred-eighty (180) days* (or longer if required under the laws of the state in which Appraiser is licensed or certified) after an appraiser is initially added to the Panel for appraisers without notification in writing and informing the Appraiser of the file a complaint with the state licensing authority or commissioner to request a review of the removal decision.
  4. The Appraisal Hub will notify all Appraisers subject to removal for issues pertaining to appraisal quality and standards of performance as indicated in the Star Rating System above;
  5. Prior to removing from the Panel, The Appraisal Hub will provide the Appraiser the opportunity to correct performance or quality standards, as applicable;
  6. Appraisers who are notified of deficient standards of performance by The Appraisal Hub, but who refuse to take corrective action will be removed from the Panel;
  7. The Appraisal Hub exercises a zero-tolerance policy for violations of law or matters involving fraudulent conduct, and in such instances will exercise our obligation to promptly notify the appropriate regulatory authority as applicable;
  8. Any Appraiser who is removed from the Panel for alleged illegal conduct, violation of the USPAP or violation of state licensing standards may file a complaint with the state licensing authority commissioner to request a review of the removal decision related to the allegations of Appraiser misconduct;
  9. The Appraisal Hub complies with all orders and decisions of such state licensing authorities and will never engage in retaliatory conduct such as refusal to issue assignments or other actions that would violate USPAP, AIR or other applicable law.

#### Section V

### **APPRAISER COMPENSATION POLICY AND PROCEDURES**

- a. The Appraisal Hub complies with AIR, as established under Section 129E of the Truth in Lending Act, including the requirement that appraisers be compensated at a customary and reasonable rate by the AMC.
  1. It is the policy of The Appraisal Hub to provide each Appraiser with our detailed policy concerning compensation for assignments, at the time of approval for our panel, and with each assignment on our Portal;
  2. While laws and regulations require that the Appraiser's compensation is customary and reasonable, The Appraisal Hub seeks to pay the Appraiser a more generous amount above industry norms where possible;
  3. The Appraisal Hub recognizes that Appraisers are the key to our success and therefore should be paid accordingly;
  4. The Appraisal Hub charges reasonable fees to Lender/clients and believes that Appraisers should be compensated as promptly as possible upon completion of assignments as outlined in this policy;
- b. **Engagement Letter, Appraisal Order and Terms of Compensation.** In addition to terms set forth in this Agreement, prior to acceptance or performance of each assignment, the Appraiser must read and consent to the terms of the Engagement Letter and The Appraisal Order specific to each assignment, which includes the scope of work, any Lender/Client requirement, specific delivery requirements, and specific amount and terms of compensation. The Appraiser must not accept assignments without acceptance of the terms. By accepting the terms of the Engagement Letter and Appraisal Order, the Appraiser is affirming his or her competence to

perform the assignment, or the competence of any supervised Appraisers or trainees, as the case may be, in compliance with USPAP, and the USPAP Competency Rule. The Appraiser shall not accept any assignment for which the Appraiser is unable to meet USPAP standards in the entirety.

- c. **Independent Contractor Relationship.** The Appraiser's relationship to The Appraisal Hub in providing appraisal services are that of an independent contractor. Approval for the panel or assignments of work, is not intended to create a partnership, joint venture or relationship of agency or employment between The Appraisal Hub and the Appraiser. When performing appraisal services assigned by The Appraisal Hub, the Appraiser must inform third parties that the Appraiser is an independent contractor to The Appraisal Hub and must not imply that the Appraiser is an employee of The Appraisal Hub, or that the Appraiser is authorized to obligate The Appraisal Hub in any manner whatsoever.
- d. **Expected Availability and Expected Turn Times.** It is the responsibility of the Appraiser to notify The Appraisal Hub whether the Appraiser is available for assignments. If the Appraiser is unable to accept an assignment for any reason, for example if the Appraiser is "out-of-office", or otherwise unavailable, the Appraiser must be marked as "UNAVAILABLE" on The Appraisal Hub's Portal. Frequent unacceptance of orders by "available" Appraisers may impact the Appraiser's selection for future assignments. The Appraiser will have 24 hours to accept or decline an assigned order before the order is automatically blocked for acceptance by the assigned Appraiser.
  1. If the Appraiser fails to accept the assignment within 24 hours, The Appraisal Hub reassign the order to the next Appraiser in rotation;
  2. Appraisers are required to contact the borrower or listing Realtor® within 24 hours of accepting an assignment;
  3. The Appraisal Hub requires submission of the appraisal report within 48 hours after inspection and the Appraiser agrees to have the appraisal report submitted by the due date required;
  4. If the Appraiser is unable to meet the due date requirements, the Appraiser shall notify The Appraisal Hub promptly upon realizing the possibility of any delay in submission of the report to The Appraisal Hub.
- e. **Acceptance of Order and Standard Schedule of Fees.** The Appraisal Hub's schedule of fees includes clear and conspicuous compensation based on the State in which the subject property is located, the property type, and type of report required. Acceptance of the appraisal order includes acceptance of the fee for any required additional updates, conversions and or completions associated with the original report. Our schedule of fees is published on our website for the Appraiser's convenience, and can be viewed once logged into the system;
  1. The fee is also prominently displayed on the Appraisal Order;
  2. If the Appraiser believes that a change of compensation is warranted based on the particulars of the assignment, the Appraiser must notify The Appraisal Hub immediately **prior** to accepting the assignment;
    - i. The Appraiser must indicate the specific reasons that justify the change of fee request;
    - ii. The Appraisal Hub will endeavor to accommodate such requests, where reasonable, applicable and compliant with USPAP and applicable law;
  3. If the Appraiser believes that a change of compensation is warranted **after** the Appraiser accepted the assignment:
    - i. The Appraiser must notify The Appraisal Hub as soon as possible thereafter.
    - ii. The Appraisal Hub will review requests for changes in fees after acceptance of the assignment on a case by case basis.
- f. **Appraisers Are Paid for Completed Work.** Completed Work is defined as a completed appraisal submitted to The Appraisal Hub through the Portal, accepted by The Appraisal Hub after achieving a "pass" under The Appraisal Hub's initial QC process as indicated above.
- g. **Payment Schedule for Completed Work.** The Appraiser is paid on a "Net 15-day period, every other week", which means that:
  1. When The Appraisal Hub accepts the Appraiser's completed work, the invoice for payment is queued for automatic disbursement to the Appraiser in 15 days after the acceptance date;
  2. The actual date that the Appraiser receives the payment may be impacted by The Appraisal Hub's bi-weekly payroll cycle;
  3. The Appraisal Hub will disburse the payment to the Appraiser **either** on the 15<sup>th</sup> day after the payment request is entered into the payment queue, **or** on date of the next scheduled bi-weekly payroll date. For example:
    - i. The Appraisal Hub accepts the appraisal report on June 1<sup>st</sup>.
    - ii. The Appraisal Hub immediately queues the Appraiser's payment on the date that The Appraisal Hub accepts appraisal

report, June 1<sup>st</sup>.

iii. The Appraisal Hub disburses the payment to the Appraiser promptly on one of the following dates:

i. June 16th, or

ii. June 23rd, depending on the bi-weekly payroll schedule;

iii. The foregoing dates are intended for demonstrational purposes only and is based on the calendar year 2014.

4. To ensure that the Appraiser can clearly identify what assignment and how much the Appraiser is being paid, The Appraisal Hub provides the Appraiser with a statement of Completed Work including an itemization of the compensation paid for each assignment;
5. The Appraisal Hub will disburse all payments by check or direct deposit to the Appraiser's name as provided by the Appraiser on the IRS tax form W-9 submitted to The Appraisal Hub;
6. For this reason, and as required by law, all Appraisers must have a W-9 form on file with The Appraisal Hub;
7. The Appraiser is an independent contractor and is therefore responsible for all tax related obligations, whether state, federal or otherwise.

h. **Incomplete Work and Payment to Appraiser.** It is the policy of The Appraisal Hub to compensate the Appraiser fairly, as a matter of company policy and in accordance with AIR. The Appraisal Hub is aware that occasions may arise where the Appraiser is unable to complete the work through no fault of The Appraiser's. The Appraisal Hub's policy is to compensate the Appraiser for the portion of the work completed as may be reasonable and practical under the particular circumstance, as follows:

1. If an appraisal is canceled prior to an inspection, there is no fee to the Appraiser;
2. If an order is canceled at any point The Appraisal Hub will notify the appraiser of the cancellation immediately;
3. If an appraisal is canceled after the property is inspected but before the report is completed, the Appraiser is paid a trip fee of \$75.00;
4. Cancellation after the report is completed will be based on a prorated cost of work completed:
  - i. In this case we ask the appraiser to submit the work that has been completed along with the request for a fee;
  - ii. Depending on the amount of work completed the appraisal fee shall be a sum greater than a trip fee but less than the entire appraisal compensation;
  - iii. The entire appraisal fee may be paid if the appraisal was completed at the time of cancellation, providing that the Appraiser submitted the completed appraisal to The Appraisal Hub prior to such cancellation;
5. Appraisers are never penalized for delays caused by The Appraisal Hub, the Lender/Client, or property owner:
  - i. At a minimum, the Appraiser will be paid the trip fee indicated above, or full compensation upon completion of the delayed assignment, as may be warranted under the circumstance;
  - ii. The Appraisal Hub recommends that the Appraiser obtains exterior pictures to demonstrate that the Appraiser made the trip to the subject property.

i. **Portion of Fees Retained by The Appraisal Hub.** The Appraisal Hub retains a portion of all appraisal fees for actual services related to the ordering, processing and QC of appraisals, not exceeding the customary and reasonable fees for such services provided in the market area of the property being appraised.

j. **System and Portal Access.** The Appraisal Hub never charges the Appraiser any fees, including but not limited to application fees, panel fees, membership fees, access charges or other fees for access to The Appraisal Hub's System or Portal. The Appraisal Hub's goal is to make it as easy as possible for Appraisers to:

1. Gain access to our Panel;
2. Keep The Appraisal Hub updated at every step of the appraisal process, and as such:
  - i. Approved Appraisers are provided a login and password to The Appraisal Hub's proprietary appraisal management system;
  - ii. The Appraisal Hub's System and Portal is available 24/7;
  - iii. The Appraisal Hub will notify the Appraiser in advance regarding any systems maintenance, technological upgrades or interruptions to service;
  - iv. The Appraisal Hub also provides training free of charge, to help the Appraiser to navigate the System and Portal as seamlessly as possible.

k. **The Appraisal Hub Certified Appraiser Support.** The Appraisal Hub's certified staff Appraisers are available to provide resources and guidance concerning appraiser related issues; the Appraiser is prohibited from requesting any opinion on valuation and The Appraisal Hub is prohibited from influencing the Appraiser's independent judgment of value.

l. **The Appraisal Hub License and Contact Information.** The Appraisal Order includes The Appraisal Hub's license number and license expiration for the state in which the subject property is located, contact information for The Appraisal Hub's representative on



the assignment; license numbers and contact information are available at The Appraisal Hub's website at [www.theappraisalhub.com](http://www.theappraisalhub.com).

## Section VI

### **MISCELLANEOUS PROVISIONS**

- a. **Effective Date.** The Effective Date of this Agreement shall be the date on which it is signed by the Designated Agent of The Appraisal Hub. Schedules and Attachments shall be effective as of the effective date of this Agreement, whether or not such Schedule or Attachment is signed by Designated Agent of The Appraisal Hub. Schedules and Attachments may be included herewith or posted on The Appraisal Hub's Appraisal Portal available and accessible to The Appraiser by user name and password provided to the Appraiser by The Appraisal Hub.
- b. **Integration.** This Agreement and all Schedules included herewith, supersedes any and all other agreements, either oral or in writing, between the Appraiser and The Appraisal Hub with respect to the Appraiser's performance of appraisal services on behalf of The Appraisal Hub, and contains all the covenants and agreements between the Parties with respect to all such services in any manner whatsoever.
- c. **Governing Law.** This Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts for agreements made in and to be performed the Commonwealth of Massachusetts, without regard to its conflict of laws principles. However, as applicable, performance of appraisal services may be governed by and construed according to the laws of the states in which such appraisal is performed, in addition to applicable federal law such as The Dodd-Frank Act, and applicable consumer protection laws referenced in this Agreement.
- d. **Captions and Section Headings.** Captions and section headings used in this Agreement are for convenience only and are not part of this Agreement and shall not be used in construing this Agreement.
- e. **Waiver.** A waiver of any of the terms and conditions by The Appraisal Hub shall not be construed as a waiver of any other provision, nor shall any waiver constitute a continuing waiver or commit The Appraisal Hub to provide a waiver in the future.
- f. **Survival.** The covenants, agreements, representations and warranties made in this Agreement shall survive the termination of this Agreement, unless the context clearly provides otherwise.
- g. **Severability.** If a court or arbitrator of competent jurisdiction finds any provision in this Agreement to be invalid, illegal, or otherwise unenforceable, that determination will not affect any other provision of this Agreement. The invalid provision will be severed from this Agreement and all remaining provisions will continue to be enforceable by their terms and of full force and effect.
- h. **Counterparts.** This Agreement may be executed in counterparts, whether by hardcopy paper form or by electronic format, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The Parties agree that a signed copy of this Agreement transmitted by one Party to the other by facsimile transmission shall be binding upon the sending Party to the same extent as a signed original of this Agreement.
- i. **USPAP and Regulatory Compliance.** The Appraisal Hub reserves the right to amend this Agreement as necessary, in its reasonable discretion, to ensure full compliance with USPAP, and all state and federal laws, rules and regulations. Any such amendment shall become a part of this Agreement immediately upon the Appraiser's receipt of notice of same.
- j. **Dispute Resolution by Binding Arbitration.** It is the intent of The Appraisal Hub and the Appraiser that any dispute, claim or controversy arising out of or relating the Appraiser's admission to the Appraisal Hub's Panel be resolved by binding arbitration. This includes but is not limited to the determination of the scope or applicability of this Agreement to arbitrate. Arbitration shall be conducted in Norwood, Massachusetts, or at any other location mutually agreed to by The Appraisal Hub and the Appraiser, before a single arbitrator. The arbitration shall be administered by the American Arbitration Association (AAA) pursuant to its Commercial Arbitration Rules. Judgment on the arbitration award may be entered in any court having jurisdiction. The Appraiser and The Appraisal Hub shall each be solely responsible for their own respective legal fees, expert witness, and consultant fees, except to the extent otherwise required by applicable law or by a final non-appealable arbitration decision. The provisions of this Arbitration section may be enforced by any court having jurisdiction.
- k. **Consent to E-Signature:** Appraiser acknowledges and agrees that you have provided The Appraisal Hub with your consent to

electronic communications in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that both the Appraiser and The Appraisal Hub intend that the Act apply to the fullest extent possible to validate the Appraiser's ability to conduct business by electronic means. Electronic Signature Agreement. **By selecting the "I Accept" button, you are signing this Agreement electronically.** You agree that your electronic signature is the legal equivalent of your manual signature on this Agreement, on behalf of yourself as Individual, and as Agent for the Appraisal Company for which you are authorized to act as such Agent as Principal, Sole Proprietor, Member or duly appointed Officer, or Authorized Agent, without limitation. By selecting "I Accept" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to access the Appraiser Terms of Agreement, constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and The Appraisal Hub. You also represent that you are authorized to enter into this Agreement on behalf of yourself as Individual and on behalf of any Appraisal organization for which you are a Principal, Member, Officer or Authorized Agent, without limitation.

#### **APPRAISER ACKNOWLEDGMENT OF THE AGREEMENT**

I HAVE READ THE FOREGOING AGREEMENT AND AGREE AND CONSENT TO ITS TERMS, CONDITIONS AND REQUIREMENTS. I HAVE READ THE APPRAISAL HUB'S POLICIES AND PROCEDURES INCLUDED WITH THIS AGREEMENT, INCLUDING THE GENERAL COMPLIANCE WITH USPAP STANDARDS, GENERAL STANDARDS OF COMPLIANCE APPRAISER INDEPENDENCE REQUIREMENTS, APPRAISER PERFORMANCE REQUIREMENTS AND APPRAISAL PANEL PROCEDURES, THE APPRAISER COMPENSATION POLICY AND PROCEDURES, THE PANEL REMOVAL PROCEDURES, THE MISCELLANEOUS PROVISIONS INCLUDING THE DISPUTE RESOLUTION BY BINDING ARBITRATION AND THE E-SIGN AGREEMENT, AND I AGREE AND CONSENT TO THE REQUIREMENTS SET FORTH THEREIN. I understand this Agreement is effective upon countersignature by a Designated Agent of The Appraisal Hub. Furthermore, I understand that at such time that this Agreement is signed by The Appraisal Hub's Designated Agent I will be granted status as an Approved Appraiser authorized to accept appraisal assignments pursuant to The Appraisal Hub's Appraiser Panel Procedures. As an Independent Contractor, I acknowledge and understand that The Appraisal Hub does not guarantee any volume or type of business. Furthermore, I am the supplier of the appraiser products and services I deliver, and therefore indemnify and hold The Appraisal Hub and its Lenders, affiliates, or otherwise, harmless from any and all losses claims, expenses, or damages arising from negligence or willful misconduct of an appraisal assignment prepared by me for The Appraisal Hub and its Lender/Clients. I also understand that this Agreement may be terminated by either party upon written notice.

This Document was last updated: May 24, 2018

The Appraisal Hub, LLC  
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