



Individual Attorney Applicant Information

DATE:

First Middle Last Suffix
 SSN DOB Email Address
 Home Address City State Zip

Law Firm Information

Firm Name
 Renewal Contact : Phone Email
(If different than above)
 Street Address City State Zip
 Mailing Address (POB) City State Zip
(if different than Street Add)
 What percentage of the firm's practice is real estate? Firm Size # of Offices
 Firm EIN Firm ALTA ID County (ies)

Education, Licensing, Experience & Professional History *(State the name of each college or law school attended, grad year and degree received)*

Name of School, College, University or Law School
 High School Graduation Year
 Undergraduate Graduation Year Degree Earned
 Law School Graduation Year Degree Earned
 State Licensed Year Licensed *(yyyy)* License # Status
 State Licensed Year Licensed *(yyyy)* License # Status
 State Licensed Year Licensed *(yyyy)* License # Status
 Years practicing real estate law: # of closings personally performed:
 #of searches you personally performed: # of closings you performed in last 12 months:

Current Underwriter Approvals

Underwriter	Current Status	Underwriter	Current Status	Underwriter	Current Status
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Other Background Information

Have you or your firm ever been denied professional liability insurance or had a policy canceled?
 Have you or your firm ever been removed (involuntarily or otherwise) from any underwriter's approved list?
 Have you or your firm ever been removed (involuntarily or otherwise) from a lender's approved provider list?
 Has a disciplinary action ever been brought against you by any State Bar?
 Has any real estate closing (title or settlement) handled by you resulted in a direct claim against you, your firm, your E&O carrier, or a title insurance policy?
 Has a law suit for professional negligence ever been filed against you or your firm?
 Have you or any organization of which you were an owner, partner, officer, principal, shareholder or director of a *non-publicly traded company* ever been the subject of any bankruptcy or insolvency proceeding?
 Other than minor traffic violations, have you ever been convicted of a crime?
 Have you ever been charged with embezzlement, theft or other felony or any crime of which theft or deception is an element?
 Have you or your firm ever been a defendant in any criminal or civil proceeding in which a violation of any Federal or State law relating to insurance or securities is alleged?

If you answered "YES" to any of the above questions, please provide details on a separate sheet.

Insurance Information

Errors & Omissions Insurance Carrier
 Per Claim Limit: \$ Annual Aggregate Limit: \$
Important Note: ITIC requires minimum liability coverage of \$500K per claim and \$500K in annual aggregate.
 Do you carry any of these other forms of insurance, if so what is your coverage?
 Fidelity Bond \$ Surety Bond \$ Cyber Liability \$ Cyber Crime \$ Social Engineering \$

For each type of additional insurance carried, please provide a copy of Policy.

<p>Security Information</p> <p>Do you have a written Information Security Policy? Do you use encrypted email? Do you require complex passwords? Do you require passwords to be changed frequently? Do you require multi-factor authentication? Do you use a Identification Verification Platform? If "Yes", which one? Are you ALTA Best Practice compliant?</p>	<p>Wire Information</p> <p>Does the Firm send or receive wires? <i>If Yes, answer below. If No, skip remainder of this Wire Information section.)</i> Does your Firm: Use an outgoing wire checklist? Verify (verbally or otherwise) identity of wire recipient? Verify (verbally or otherwise) outgoing wire instructions? Verify (verbally or otherwise) delivery of outgoing wires? Does your Firm use a digital platform to verify wires? If "Yes", which one?</p>
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Trust/Escrow Account Information

Does your firm maintain escrow accounts separate from the operating accounts?
 How many escrow accounts does your firm maintain?
 Do you have **International Wire Blocks** on your escrow accounts?
 Do you have **Outgoing ACH Blocks** on your escrow accounts?
 Does your firm maintain a separate accounting for each settlement in a real estate transaction?
 What is the date of your last Three-Way Reconciliation of the trust account?
 Do you use a third party reconciliation service? If so, who?

In The Last 10 Years:

Has your firm been audited by the state bar? Has your firm had a check or other instrument written on the trust account returned for NSF? Has your firm had entrusted funds misappropriated by a principal or employee of the firm? Has your firm had entrusted funds misappropriated by a third party (such as wire fraud) ? Has your firm been the victim of Seller Impersonation Fraud?	<i>If the answer is "Yes," to any of the questions to the immediate left in the shaded section, please provide detailed account on a separate sheet of paper.</i>
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Separation of Duties

Please identify the individuals and their respective responsibilities in settlement, disbursement and reconciliation.

Name	Title	1st Responsibility	2nd Responsibility	3rd Responsibility	4th Responsibility

BOTH SIGNATURES REQUIRED

EACH OF THE UNDERSIGNED HAS RECEIVED, READ AND AGREES TO ALL OF THE ABOVE AND ALL OF THE "ADDITIONAL TERMS AND CONDITIONS OF NORTH CAROLINA APPROVED ATTORNEY APPLICATION AND AGREEMENT" WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY.

<p>Attorney Acknowledgment/Agreement</p> <p>Signature _____</p> <p>Dated _____</p>	<p>Firm Acknowledgement/Agreement</p> <p>Signature _____</p> <p>By: _____</p> <p>Title: _____ Print Name</p>
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Please Print, Sign and Attach:

- 1) Completed the entire application, including signatures.
- 2) Copy of your Errors & Omissions Insurance Policy.
- 3) Copies of any additional insurance policies (e.g. Cyber or Fidelity).
- 4) Explanations for any "Yes" answers included above.

Send by Encrypted Email to NCPProviders@invtitle.com or Fax to Investors Title Insurance Company 919-968-8359 .

ADDITIONAL TERMS AND CONDITIONS OF APPROVED ATTORNEY APPLICATION AND AGREEMENT

In consideration of the continued approval of the undersigned provider (hereinafter collectively "Provider") as an Approved Attorney Application and Agreement for Investors Title Insurance Company (hereinafter "ITIC"), the undersigned warrants, represents, understands, agrees, authorizes, promises as follows:

- 1) **Definitions.** The following terms shall be used as defined throughout this Agreement: (a) the terms "Provider" and "I/me/we" shall collectively mean and refer to the undersigned party, whether one or more, and the undersigned party's officers, directors, employees, agents, independent contractors and/or affiliates; (b) the term "ITIC" shall mean and refer to Investors Title Insurance Company, whose principal place of business is located in Chapel Hill, North Carolina; and (c) the term "ITIC Affiliate(s)" shall mean and refer to the Company's offices, branches, agents, agencies and any agent / agency which writes title insurance through the ITIC. The term "Agreement" shall mean and refer to this Approved Attorney Application and Agreement together with the original application, previous agreements and any previous renewals. To the extent that this Approved Attorney Application and Agreement amends any previous agreement with the Provider, this Approved Attorney Application and Agreement shall control.
- 2) **Applicant's Representations, Warranties and Agreement.** Provider represents, agree and warrant that (a) ITIC may rely upon all of the above information in consideration of this Agreement; and (b) Provider is qualified and experienced to perform the services of a settlement provider in the state(s) and/or jurisdiction(s) identified hereinabove. By signing the Provider hereby certifies that the information provided is true, correct, and complete. Provider authorizes ITIC to investigate and obtain information pertaining to any matter contained herein from any references, credit bureaus and/or public records. Provider hereby authorizes the release of such information to ITIC. Provider certifies the information provided, or statements made above or any attachment(s), to be true and correct. Provider understands that the information and/or statement shall be used to determine my firm or agency's eligibility and my personal eligibility for inclusion as an Approved Attorney. I understand that ITIC may verify and exchange information regarding this application and subsequent contractual agreements, including, but not limited to requesting investigative consumer reports, records of criminal convictions, credit reports and/or consumer report, and that ITIC may contact these sources to update information at any time; In consideration of my inclusion as an Approved Attorney for ITIC, the undersigned agrees as follows:
 - a) Provider will comply with all rules, regulations and guidelines promulgated by ITIC.
 - b) Provider will properly maintain my trust account and see that it is reconciled on a quarterly basis.
 - c) Provider will indemnify, defend and hold harmless ITIC from and against any and all losses, costs or damages, including attorney's fees, incurred by ITIC on account of fraud, gross negligence, disregard of ITIC's rules or regulations, loss or misapplication of customer's funds entrusted to Provider or a failure to act on Provider's part or any employee of Provider.
 - d) Provider further agrees to indemnify, defend and hold harmless ITIC from any loss, claim judgments, cost, settlement, civil penalty or other expenditure, including court costs and attorneys' fees, incurred by ITIC as a result of the violation of this Agreement by Provider and any one or more of the Provider's representatives.
- 3) **Background and Credit Inquiries**
 - a) Provider understands that ITIC may request "consumer credit report" and/or an "investigative consumer report" from private and sources about me, court records concerning Provider, Provider's education, Provider's credentials, Provider's credit and Provider's references.
 - b) Provider acknowledges that Provider has the right to request, in writing, within a reasonable time, that ITIC make a complete and accurate disclosure of the nature and scope of the information requested. Such disclosure will be made to me within 5 days of the date on which ITIC receives said request or within 5 days of the time the report was first requested. Provider acknowledges that a telephonic facsimile (FAX) or photographic copy shall be as valid as the original.
 - c) Provider further understands that upon reasonable written request Provider may obtain additional information about this report under the requirements of the "Fair Credit Reporting Act" (Public Law 91-508, 15 U.S.C. secs. 1681 et seq.).
 - d) Provider hereby authorizes, without reservation, any law enforcement agency, institution, information service bureau, school, employer, reference or insurance company contacted by ITIC or its agent, to furnish the information described herein.
- 4) **Professional Liability / Errors and Omissions Insurance.** Provider represents, warrants, promises and agrees that: (a) Provider shall maintain the Errors and Omissions Insurance set forth hereinabove in at least the minimum amount set forth hereinabove, with a deductible no larger than the amount set forth in the attached Errors and Omissions Insurance Policy and/or Declaration; (b) In the event that the Provider changes Errors and Omissions Insurance from the carrier set forth hereinabove, within fifteen (15) days of the change, the Provider agrees to provide ITIC (i) notice of the change in insurance carrier, (ii) the reason for the change in insurance carrier, and (iii) a copy of the declaration page with the new insurance carrier; and (c) Applicant's insurance carrier must maintain at least a minimum standard of "B+" Best's Financial Strength Rating or be otherwise acceptable to ITIC, in ITIC's sole discretion; and (d) Provider hereby authorizes and consents to ITIC confirming any information concerning Errors and Omissions Insurance directly with the insurance carrier set forth hereinabove or any subsequent insurance carrier providing similar coverage to the Provider. ITIC may pursue recovery from the Provider directly or through the Provider's applicable insurance or both, in any successive order, in ITIC's sole discretion. Provider's liability to ITIC for any loss, cost or damage which ITIC may sustain arising out of the performance of my professional services, shall be based upon the standards of professional conduct and service in my community without regard to whether or not my Professional Liability Policy provides coverage. In addition, Provider agrees to indemnify ITIC against any and all loss, cost or damage which ITIC may sustain on account of the following acts or failure to act by Provider or by any employee or agent of Provider: (a) fraud, (b) negligence, (c) willful disregard of the ITIC's rules and instructions, or (d) loss or misapplication of client's funds entrusted to Provider.
- 5) **Claims.** If Provider receives notice of a potential claim or litigation which may result in a claim under a title insurance policy issued or closing protection provided by ITIC, Provider agrees to give prompt written notice to ITIC. Provider agrees to render all possible assistance in investigating and resolving any claim received by ITIC. Provider agrees that at any reasonable time or times (including after termination) ITIC may examine and copy my files, accounts and other records related to liabilities of ITIC and professional services provided by Provider for ITIC, PROVIDED such examinations shall be in compliance with the rules of the Bar (if applicable) and/or authorized by my clients whose information is disclosed by such examinations.
- 6) **Non-Waiver of Rights.** Failure of ITIC to enforce strict compliance of the performance by the Provider of any provision of this Agreement or to exercise any rights or remedies following from the undersigned Provider's breach of any condition or the acceptance by ITIC of any payment, remittance or other performance during the undersigned Provider's breach shall not be a waiver by ITIC of its rights under this Agreement and shall not be construed to be an amendment or modification of this Agreement.
- 7) **Confidentiality Agreement.** Provider acknowledges that, in the course of providing goods and/or services to ITIC, Provider may have access to Confidential Material. Neither Provider, nor any of Provider's representatives shall use Confidential Material for any purpose other than providing goods and/or services to ITIC without prior written consent of ITIC. Provider acknowledges its obligation to comply with the Gramm-Leach-Bliley Act and all implementing rules and regulations (collectively, the "Act") and certify to ITIC that Provider has adopted and will maintain appropriate measure to comply with the Act. Upon request, Provider agrees to provide ITIC with copies of any security, tests, audits or reviews. Provider agrees to hold all Confidential Material in strict confidence and use reasonable efforts to safeguard Confidential Material from unauthorized disclosure. Provider shall disclose Confidential Material to my officers, directors, employees and agents (the Representatives) strictly on a "need to know" basis and shall take the appropriate measures to ensure that any Representative to whom Confidential Material is disclosed shall abide by the provisions of this Agreement. Provider agrees that Provider will be responsible for the failure of any of Provider's representatives to abide by the provisions of this Agreement. If Provider becomes aware of any misappropriation or misuse of Confidential Material, Provider shall immediately notify ITIC in writing and assist ITIC in any investigations, proceedings or lawsuits related thereto. "Confidential Material", as used herein, means ITIC's products, concepts, inventions, techniques, business plans, proposed business development, customer requirements, contractual provisions, employee capabilities, proposed marketing initiatives, company earnings, computer software, intellectual property, cost and pricing information and methods, work in process, information regarding past, present or prospective customers and suppliers, designs, procedures, systems and business methods and any other information which ITIC designates or treats as confidential and proprietary, that is disclosed or provided by ITIC to Provider or Provider's representatives, or is discovered by Provider or Provider's representatives, in connection with my provision of goods and/or services to ITIC. "Confidential Material" also includes Nonpublic Personal Information as that term is defined by state and federal law. "Confidential Material" does not include material (i) that, at the time of disclosure, is generally available to the public (other than as a result of disclosure by Provider or Provider's representatives in violation of this Agreement) or (ii) the disclosure of which is required by law, regulation, order, decree or process.
- 8) **Termination and Effect of Termination.** Provider may terminate this Agreement upon providing written notice to ITIC as set forth herein. ITIC may terminate this Agreement in its sole discretion at any time by providing written notice to any of the ITIC Affiliates, for whom the Provider has performed or is performing services, and with or without notice to the Provider. Any termination of this Agreement shall NOT limit or otherwise lessen the liability of the Provider to ITIC or any ITIC Affiliate.
- 9) **Relationship.** Neither Provider, ITIC, nor any of the ITIC Affiliates contemplate sharing of profits or liabilities. It is understood that this Agreement shall not be considered to create a partnership, joint venture, agency or employee/employer relationship between the Provider and ITIC or any of the ITIC Affiliates. Provider further acknowledges and agrees that the approval and/or acceptance by ITIC of this application does **NOT** (a) authorize Provider or any of Applicant's affiliates to bind ITIC or any of ITIC Affiliate in any capacity; (b) constitute an appointment of Provider as an agent for ITIC; or (c) authorize Provider to issue title insurance commitments, policies and/or closing protection letters on behalf of the ITIC or any ITIC Affiliate.
- 10) **Notice(s).** All notices shall be made in writing. Notices to each of Applicants (if more than one) shall be deemed given when personally delivered or when deposited in the U.S. Mail, postage prepaid, addressed as shown hereinabove or sent by email to the email address provided by Provider. Notices to ITIC shall be deemed given when received by ITIC at Investors Title Insurance Company; Attn: Risk Management; 121 North Columbia Street; Chapel Hill, NC 27514. The address of either party can be changed by written notice delivered to the other party.
- 11) **Attorney's Fees.** In the event that legal proceedings are brought by ITIC or any ITIC Affiliate to enforce the terms, conditions or provisions of this Agreement, ITIC or the ITIC Affiliate shall be entitled to recover all expenses (including, but not limited to, reasonable attorneys' fees, legal expenses and reasonable costs of collection) paid or incurred by ITIC or an ITIC Affiliate in endeavoring to enforce the terms, conditions or provisions of this Agreement and/or collect amount owed to ITIC or any ITIC Affiliate under this Agreement.
- 12) **Joint and Several Obligation; Severability; Waiver.** Each of the undersigned are jointly and severally obligated to perform in accordance with this Agreement. In the event that any provision of this Agreement is found to be illegal, invalid or unenforceable, it shall be ineffective to the extent of such illegality, invalidity or unenforceability without invalidating the remaining provisions of this Agreement. In the event that ITIC or any ITIC Affiliate delays in exercising or waives any of its rights.

A Summary of Your Rights Under the Fair Credit Reporting Act

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identity theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.

Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.

You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

Identity theft victims and active duty military personnel have additional rights. For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/ agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) PO Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: www.federalreserveconsumerhelp.gov Email Address: ConsumerHelp@FederalReserve.gov
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600