



Customer Engagement Agreement

NLA Client ID _____

Dear Homeowner(s)

The purpose of this Customer Engagement Agreement, hereinafter referred to as “*Agreement*,” together with all exhibits hereto, is to set forth the terms and conditions upon which parties have agreed upon. National Loan Auditors, and a Submitting Party hereinafter referred to “*NLA*” with an address at 1820 Bonanza Street, Suite 201, Walnut Creek, CA 94596, will perform a Mortgage Loan Document Review(s)/Forensic Loan Audit(s) on behalf

of _____ whose address is

_____ hereinafter referred to as “*Client(s)*,” you or your.

Disclaimer:

***Client* agrees that it is their responsibility to have an attorney review the validity of any legal claims or determinations stated in the Audit who will then research any and all legal issues outlined in the Audit, including verifying the Audit process, applicable laws and findings, before issuing a final report to a consumer, or using such report in any in any court of law, motion, pleading, modification or negotiation process or other legal capacity.**

“National Loan Auditors (NLA) makes absolutely no representations and warranties of any kind and takes on no liability for the final Audit report findings, including incorrect findings arising from inaccurate data, improper classification of data, or erroneous interpretations of the loan data submitted to perform an Audit. The Audit reports are prepared on behalf of our *Client* and their representing attorney, using leading Automated Compliance Engine Technology (ACT).”

By accepting and using the services of *NLA*, the “*Client*” acknowledges that National Loan Auditors are not attorneys and are not authorized to practice law in any state.

It is the *Client*’s sole responsibility to have their representing attorney review the Audit that has been ordered by *Client* in order to determine the validity of any legal claims or determinations stated in the Audit.

Responsibilities

Client(s) have enlisted the services of *NLA*, to review *Client(s)* mortgage documents and prepare a Forensic Audit Report, which will disclose possible local, state, and federal regulatory compliance and mortgage related issues. This Report shall be completed within five business days of receipt of all of *Client(s)* required mortgage documents and *NLA's* receipt of *Client(s)*' good funds for payment in full for services to be preformed. *NLA* will send *Client(s)* a copy of the Report via an email attachment, and by mail if requested. *Client(s)* will need to execute the Borrowers Authorization Certification form (Exhibit A) and this Engagement Letter, prior to *NLA* accepting engagement.

NLA will only review mortgage documentation relating to the *Client(s)* mortgage and closing. *Client(s)* understand that they will need to send *NLA* in a timely manner, legible copies of all the documents listed in the Borrower Authorization/Certification form (Exhibit A). *Client(s)* understand that they should not send any original documents, only legible copies that will be needed for *NLA* to review. *NLA* will destroy and not return the copy of these documents.

Client(s) understand that *NLA* is a mortgage compliance Audit firm only and we are not attorneys, nor do we practice law or give legal advice to *Client(s)*. If needed, from time to time, *NLA*, upon the *Client(s)* written request may refer *Client(s)* to an Attorney to help protect *Client (s)* legal rights. Attorneys are independent entities from *NLA*, and *NLA* does not guarantee attorneys(s) legal work.

Scope of Services

The following sets forth the scope of this Engagement Letter and summarizes the tasks to be performed by *NLA*. *NLA* will complete a Mortgage Loan Document Review/ Report of the *Client(s)* mortgage documents, looking for possible Excessive Fees & Charges by the Lender, Deceptive Predatory Lending Practices, and or other Fraudulent Abusive Mortgage related issues. *NLA* will base our Forensic Loan Audit Report on the documents *Client(s)* are able to provide. *NLA's* Audit experts will thoroughly examine your Good Faith Estimate (GFE) and Final HUD-1 Truth in Lending Statement, paying particular attention to the fees you were charged.

Once *NLA's* Auditors have completed the Forensic Loan Audit and determined if any mortgage related issues, such as "Excessive Fees," "Deceptive Lending Practices," etc., have been found, *NLA* will deliver the Forensic Loan Audit report to you and, if identified, to your attorney. If you do not have an attorney we will be happy to recommend an attorney that is qualified in Real Estate, Bankruptcy or Loan Modification/Litigation, in your State, to work with you, and then enter into the negotiation process with your Lender. Your attorney will review the Forensic Loan Audit and if it reveals significant violations, will immediately file a "qualified opinion letter" directly with the Lender on your behalf, providing the Lender with "Documented Exhibits of the Audit Findings."

Your attorney will inform the Lender of all the mortgage related issues that have been found in the Forensic Loan Audit, and attempt to negotiate a settlement, remediation settlement or a loan modification, on your behalf.

Compensation

NLA, will be paid _____ for a First Lien loan Audit and if requested, an additional _____ for a Second Lien loan Audit for the above described services. Client shall remit this payment to *NLA* upon execution of this engagement letter. Payment must be made payable to National Loan Auditors in the form of a money order or a credit card. If you choose to use a personal check, your Audit will be completed after your check clears the bank. *NLA Does Not Accept Cash*. This payment is non-refundable. Additional Fees may apply on transactions needing a priority rush or if we are required to copy your originals that have been sent to us via Certified Delivery.

NLA provides its Audit services and products on a customary, best-effort basis. Deposits may be collected, are non-refundable and there are no refunds on completed Audits. A \$75 cancellation fee may be charged on submitted Audits that are cancelled before an Audit is performed. Loan Audits conducted on incomplete files may be reprocessed with the submission of additional documents for a \$75 reprocessing fee, if submitted within two (2) weeks of completion of the original Audit.

Most Lenders will be proactive in reaching a Settlement, once they review the attorney's information that contains the detailed Forensic Audit Report and the attorneys "qualified opinion letter" that detail the Audit findings and the violations contained in your loan.

Note: Section 6 of RESPA (Real Estate Settlement and Procedures Act) requires a Lender to acknowledge a "Qualified Opinion Letter" within 20 business days and Lender must resolve the issue within 60 business days from receipt.

Your attorney may file a Documented Complaint on your behalf with the proper Local, State, and Federal Regulatory Agencies, in the event your Lender does not settle or resolve the mortgage related issue(s) within 60 business days of receipt of the "Qualified Opinion Letter."

Homeowner(s) acknowledges they are fully aware of the services provided by National Loan Auditors and elect to engage *NLA* for these services.

Confidentiality

NLA will provide *Client(s)* with a Borrower Authorization Form, listing the documents needed to complete the Forensic Loan Audit in a timely manner. *NLA* agrees to review and inspect these documents only for the purpose described above, and to otherwise hold such information or findings confidential pursuant to the terms of this agreement. *NLA* will notify *Client(s)* if any of the documents requested, are not complete, legible or missing.

Entire Agreement

This agreement and the terms and conditions herein, shall constitute the entire agreement and the complete understanding between *NLA* and *Client(s)*, unless amended by subsequent instrument signed by *NLA* and *Client(s)*. The laws of the State of California shall govern this agreement. *NLA* is licensed by the California Department of Real Estate.

The provisions of services listed herein by *NLA*, and *Client(s)* pursuant to and in reliance upon *Agreement*, absent any written objection by *Client(s)* prior to the rendering of such Services, shall constitute acceptance by *Client(s)* of all the terms, exhibits and conditions of this agreement and this agreement shall be enforceable against the parties in accordance with the terms herein.

Please visit our website at www.NLAudit.com, and click on all of our pages and links, explaining our processes and services in detail.

NLA thanks *Client(s)* for giving it the opportunity to work for *Client(s)* on this Audit Engagement and look forward to a mutually beneficial and professional relationship.

The undersigned understand and agree to be bound by and honor the above terms of this agreement.

Sincerely,

Name of Homeowner(s) Client

Signed by Homeowner(s) Client

Date Signed: _____

Signor for National Loan Auditors (or Submitting Party)

Signed for National Loan Auditors

Date Signed: _____