



# SafetyDeed **Disclosures**

---

This document is not intended to modify or supplement any provision in any agreement between you and SafetyDeed. If you apply to become a SafetyDeed client, you will be provided with a contract to review and discuss with your lawyer.

<p><b>Not Title Insurance</b></p>	<p>We are not an insurance company. We do not offer title insurance or any other type of insurance and we will not guarantee or certify the prior quality of your title or pay to defend it.</p>
<p><b>Not a Title Monitoring Service</b></p>	<p>We are not a title monitoring service. We will not continuously monitor your title.</p>
<p><b>Not Your Lawyer</b></p>	<p>We are not a law firm. We will not offer you legal advice.</p>
<p><b>You Pay Your Own Legal Fees</b></p>	<p>We will not pay your legal fees. If you retain a lawyer to represent you in a transaction involving your title—either on your own accord or as required by your SHERPA Agreement—you will have to pay for your lawyer yourself even if you retained the lawyer because we required you to.</p>
<p><b>You Might Need A Lawyer</b></p>	<p>If any of your Reviewers tells us they have concerns about a transaction or if they or we believe it would be in your best interest to have someone look over the paperwork, you will have to have a lawyer represent you in the transaction.</p> <p>You will also have to have legal representation in certain types of transactions that we believe are inherently risky, such as reverse mortgages, adopting an adult, and gift deeds.</p> <p>If there are fewer than two Reviewers available to discuss a transaction with you, you will also have to retain a lawyer.</p>
<p><b>Choice of Counsel</b></p>	<p>You may retain any lawyer you choose however if we have any doubt about your lawyer’s ability, honesty, or freedom from conflicts of interest, we will require you to retain a different lawyer.</p>

<p><b>Power of Attorney</b></p>	<p>The SHERPA Agreement includes a limited power of attorney that allows us to seek and obtain documents and information concerning your home, such as sales contracts, mortgage applications, and amendments to wills.</p> <p>The power of attorney is “durable,” which means it will stay in effect even if you suffer a physical or mental decline that makes it impossible for you to care for yourself or make decisions. It is also “irrevocable,” meaning it cannot be revoked and will stay in effect if you terminate your SHERPA Agreement.</p> <p>The power of attorney is “limited” and specifically prohibits us from signing any contracts on your behalf, accessing your bank or brokerage accounts, instructing your attorneys or advisors, or exercising any control over you, your property, or your estate.</p>
<p><b>No Advice</b></p>	<p>SafetyDeed is not a real estate agent, mortgage broker, or financial advisor. We will not tell you whether you are getting a good price for your house or a good deal on a mortgage.</p>
<p><b>Other Limitations</b></p>	<p>Neither SafetyDeed nor any of its officers, employees, agents, contractors, successors, or assigns may ever serve as your attorney, financial advisor, real estate agent, broker, mortgage broker, guardian ad litem, conservator, executor, or trustee or be a beneficiary of your estate.</p>
<p><b>Information Shared with Third Parties</b></p>	<p>SafetyDeed owes its clients duties of loyalty and care. It does not share their names or any other information with third parties who do not need to know that information to assist SafetyDeed in fulfilling its duties. The SHERPA Agreement authorizes SafetyDeed to communicate with your Reviewers and lawyers and to allow them to communicate with each other.</p>

<p><b>Information Shared with Third Parties [cont.]</b></p>	<p>Although an attorney has the discretion to share confidential information with your Reviewers, nothing in the SHERPA Agreement requires or authorizes them to.</p> <p>Your reviewers will see all transaction-related documents submitted to us, including any loan applications, which will have information about your income and assets. If you do not want this information shared with specific Reviewers, we will not share it with them, however no information can be withheld from Reviewers who are licensed financial advisors or attorneys.</p> <p>We will not share your name or any other information about you with third parties who do not need to know that information to help us fulfill our duties to you.</p>
<p><b>Payments from Third Parties</b></p>	<p>We do not accept referral fees, commissions, or any other form of payment or compensation from third parties, such as lenders, mortgage brokers, buyers, or real estate agents.</p>
<p><b>Background Checks</b></p>	<p>We will conduct background checks to attempt to verify that anyone you nominate to serve as a Reviewer has a legitimate connection to you.</p> <p>We will ask Reviewers whether they know each other and are comfortable with each other serving as your Reviewers.</p> <p>We will also conduct background checks of lawyers, real estate agents, mortgage brokers, and anyone else who wants to do business with you.</p>
<p><b>Guardians and Successor Trustees</b></p>	<p>Guardians and successor trustees appointed for you or for your revocable trust will be bound by your SHERPA Agreement. They will have to go through the same procedures you would if they want to sell, mortgage, or give away your property, except that we will always require them to retain a lawyer to represent you or your trust in the transaction.</p>

<p><b>Guardians and Successor Trustees [cont.]</b></p>	<p>If your guardian or trustee is a lawyer, we might require them to retain a different lawyer.</p>
<p><b>Suspected Fraud or Abuse</b></p>	<p>If we believe you are being defrauded in a transaction, we will require you to retain a lawyer to represent you. If we believe you are at risk of any type of harm, including physical harm, we will notify anyone we believe might be able to help you. These may include Reviewers, family members who are not Reviewers, attorneys, financial advisors, and law enforcement and adult protective service agencies. The SHERPA Agreement frees us from liability to you for doing so.</p>
<p><b>Independent Legal Action</b></p>	<p>We will not need your permission to sue or file a criminal complaint against anyone we believe has defrauded you or us. However, we are not obligated to pursue legal action against any such person. SafetyDeed is not a legal insurance policy.</p>
<p><b>Fees</b></p>	<p>SafetyDeed charges an initial fee (currently \$800) that covers set-up costs and includes the processing fee for the first sale, mortgage, or other transaction if it occurs before the five-year anniversary of the SHERPA Agreement and if an attorney is not involved. There is no application fee.</p> <p>Transactions not covered by the initial fee are charged a \$150 Processing fee.</p> <p>Transactions in which clients are represented by a lawyer incur a \$150 fee so that SafetyDeed can review their work.</p> <p><i>This means that a transaction undertaken more than five years after the SHERPA Agreement is signed and that requires a lawyer, such as a quit claim deed, would incur a total fee of \$300 in addition to the one-time upfront fee of \$800.</i></p>

<p><b>Fees [cont.]</b></p>	<p>There is a charge (currently \$50) for nominating Reviewers more than 90 days after the SHERPA Agreement is signed.</p> <p>Clients are responsible for paying notary and recording fees.</p> <p>If any Additional Services, as defined in the SHERPA Agreement, are requested from us, we will charge the hourly rate defined in the SHERPA Agreement. Additional Services are currently calculated at 75% of the Paralegal Rate published by the United States Attorney’s Office for the District of Columbia (the Fitzpatrick Matrix) for the year the SHERPA Agreement is signed. After the five-year anniversary of the Agreement, fees are adjusted for inflation at 3% per annum from the year in which the SHERPA Agreement was signed.</p>
<p><b>Cancellation Policy</b></p>	<p>You may terminate your SHERPA Agreement at any time however the termination will be treated as a transaction requiring notice to Reviewers as well as legal representation. SafetyDeed’s power of attorney will remain in effect even after the SHERPA Agreement has been cancelled.</p>
<p><b>Refunds</b></p>	<p>Fees are nonrefundable.</p>
<p><b>Deferred Payment</b></p>	<p>If you cannot afford to pay any later transaction fees, you can defer payment until you sell your home or obtain a mortgage. We may charge you lawful interest on the deferred payment.</p>
<p><b>Effect on Marketability of Title and Mortgages</b></p>	<p>Although we believe the disclosure and documentation requirements set forth in the SHERPA Agreement and Covenant are similar to those that any prudent attorney would insist upon for an older client, it is possible that a prospective buyer or lender might decline to purchase your home or give you a mortgage if it is protected by a SHERPA Covenant.</p>

<p><b>Unavailability of SafetyDeed</b></p>	<p>Safety Deed is a new company with a novel approach to title protection. If it or its successors are no longer in existence when a client decides to modify its title, the client will have to be represented by a lawyer. Other protective conditions will also apply.</p>
<p><b>Limits on SafetyDeed's Liability</b></p>	<p>The SHERPA Agreement limits SafetyDeed's liability except for gross negligence and willful misconduct and for reporting the suspected abuse of a client to any person or authority. Clients agree to indemnify and defend SafetyDeed against suits brought by third parties, including Reviewers and counterparties.</p> <p>READ THE SHERPA AGREEMENT TO FULLY UNDERSTAND THE PARTIES LIABILITIES AND OBLIGATIONS UNDER THE AGREEMENT.</p>
<p><b>No Guarantees</b></p>	<p>Working with SafetyDeed is not a guarantee that you won't be defrauded or enter into an enforceable agreement that harms your interests.</p>
<p><b>Talk to Your Lawyer Before Signing with SafetyDeed</b></p>	<p>A SHERPA Agreement is a powerful instrument that will affect your rights in your property. Once you sign it, you will no longer be able to sell, mortgage, or give away your home without going through the process you contracted with us to enforce. You should review your SHERPA Agreement carefully and discuss it with you lawyer before deciding whether to sign it.</p>