

[(4)] (5) Receive any consideration from any third party in connection with foreclosure consulting services provided to a homeowner unless the consideration:

(I) [is] IS first fully disclosed in writing to the homeowner;

(II) IS CLEARLY LISTED ON ANY SETTLEMENT DOCUMENTS;

AND

(III) IS NOT IN VIOLATION OF ANY PROVISION OF THIS SUBTITLE;

(6) RECEIVE A COMMISSION, REGARDLESS OF HOW DESCRIBED, FOR THE SALE OF A RESIDENCE IN DEFAULT THAT EXCEEDS 8% OF THE SALES PRICE;

(7) RECEIVE ANY MONEY TO BE HELD IN ESCROW OR ON A CONTINGENT BASIS ON BEHALF OF THE HOMEOWNER;

[(5)] (8) Acquire any interest, directly or indirectly, or by means of a subsidiary, affiliate, or corporation in which the foreclosure consultant or a member of the foreclosure consultant's immediate family is a primary stockholder, in a residence in [foreclosure] DEFAULT from a homeowner with whom the foreclosure consultant has contracted;

[(6)] (9) Take any power of attorney from a homeowner for any purpose, except to inspect documents as provided by law; or

[(7)] (10) Induce or attempt to induce any homeowner to enter into a foreclosure consulting contract that does not comply in all respects with this subtitle.

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(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) "LICENSE" HAS THE MEANING STATED IN § 17-101(G) OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE.

(3) "PROVIDE REAL ESTATE BROKERAGE SERVICES" HAS THE MEANING STATED IN § 17-101(L) OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE.