

TERMS OF USE
for
Freddie Mac CRA-Targeted PC Supplemental Disclosures

SUBJECT TO THE TERMS OF USE SET FORTH BELOW, AND IN ORDER TO FACILITATE INVESTMENTS BY FINANCIAL INSTITUTIONS IN MORTGAGE ASSETS THAT MAY HELP SUCH INSTITUTIONS OBTAIN CREDIT UNDER THE COMMUNITY REINVESTMENT ACT (“CRA”), FREDDIE MAC (“FREDDIE MAC” OR “ISSUER”) IS DISCLOSING CERTAIN ADDITIONAL ASSET-LEVEL INFORMATION (THE “ASSET-LEVEL CRA INFORMATION”) IN CONNECTION WITH CRA-TARGETED PARTICIPATION CERTIFICATE (“PC”) SECURITIES ISSUANCES.

AS A CONDITION OF YOUR ACCESS TO THE ASSET-LEVEL CRA INFORMATION DISCLOSED ON THIS WEBSITE BY OR ON BEHALF OF THE ISSUER, YOU MUST CLICK ON THE “I AGREE” BUTTON AT THE BOTTOM OF THESE TERMS OF USE TO SIGNIFY YOUR AGREEMENT TO THE APPLICABLE TERMS AND CONDITIONS THAT HAVE BEEN ESTABLISHED BY THE ISSUER AND ARE SET FORTH HEREIN (THIS “AGREEMENT”). THIS AGREEMENT IS BETWEEN YOU AND THE ISSUER. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE CLICKING “I AGREE.”

BY CLICKING “I AGREE,” YOU REPRESENT THAT:

(I) YOU ARE ACCESSING THE ASSET-LEVEL CRA INFORMATION ON BEHALF OF PERSON(S) (WHICH MAY INCLUDE INDIVIDUALS, ENTITIES AND YOURSELF, ALL OF WHOM ARE JOINTLY AND SEVERALLY REFERRED TO AS THE “USER”) WHO INTEND TO USE THE INFORMATION SOLELY IN THE MANNER AND FOR THE PURPOSES PERMITTED IN THIS AGREEMENT; AND

(II) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE USER AND TO BIND THE USER TO THE TERMS OF THIS AGREEMENT.

1. The User acknowledges that Freddie Mac is making the Asset-Level CRA Information available to the User for purposes of facilitating the securitization of the underlying mortgage assets described by the Asset-Level CRA Information and to provide information to assist the User’s evaluation of the CRA eligibility of the underlying mortgage assets. The User acknowledges that it has no ownership or other proprietary interest in the Asset-Level CRA Information, and that it has no right to use the Asset-Level CRA Information except as expressly permitted under this Agreement.

2. The User is permitted to retrieve, copy and use (collectively, “Use”) the Asset-Level CRA Information solely for its internal purposes related to: (i) User’s potential investment in the securities issued by Freddie Mac; (ii) research and analytics based in whole or in part on the Asset Level CRA Information; and (iii) analysis of whether the mortgage assets described in the Asset-Level CRA Information meet the criteria for CRA eligibility (collectively, the “Internal Purpose”). As part of the Internal Purpose, the User is permitted to Use the Asset-Level CRA Information to: (i) derive data from the Asset-Level CRA Information; (ii) create products that incorporate the Asset-Level CRA Information or data derived therefrom (such derived data and products, “Derived Products”); and (iii) disseminate the Asset-Level CRA Information and Derived Products within the User’s organization for the Internal Purpose.

3. The User is prohibited from Using the Asset-Level CRA Information for any purpose not expressly permitted in this Agreement. Without limiting the preceding sentence, the User is prohibited from: (i) modifying or altering the Asset-Level CRA Information in any manner, except to the extent necessary for the Internal Purpose; (ii) using the Asset-Level CRA Information or any Derived Product to map data contained in the Asset-Level CRA Information to any other data distributed by Freddie Mac relating to

another security issued by Freddie Mac; and (iii) except to the extent legally required, disclosing the Asset-Level CRA Information and any Derived Products outside the User's organization or for purposes other than the Internal Purpose. Despite clause (iii) of the preceding sentence, User may disclose the Asset-Level CRA Information to its service providers for their Use solely to the extent necessary to enable the service providers to provide services to the User; however, the User will be responsible for the compliance by those service providers with the User's obligations under this Agreement.

4. With respect to any "non-public personal information," as defined in the Gramm-Leach-Bliley Act, ("GLB") and any information that is subject to any applicable privacy or data security law, including information that identifies, relates to or describes a particular individual (collectively, "Non-Public Personal Information" or "NPI"), User will exercise at least the degree of care required by applicable privacy, data security and data disposal laws and the corresponding rules and regulations (collectively, "Privacy Laws"). User acknowledges and agrees that the Asset-Level CRA Information disclosed by Freddie Mac contains sensitive, personal information of the underlying borrowers that may constitute Non-Public Personal Information. User will maintain a standard of care to protect the Asset-Level CRA Information that is not less than the degree of care required of financial institutions by GLB, including regulations and guidance issued thereunder. User will collect, store and dispose of all Non-Public Personal Information: (i) in a commercially reasonable manner designed to prevent unauthorized access to or use of the Non-Public Personal Information; and (ii) in accordance with all applicable Privacy Laws. User will encrypt all Non-Public Personal Information in its possession or control using software that provides a commercially reasonable level of protection, including encryption while in transit and while in storage on networks and systems. User will not use or store, nor allow the use or storage of, Non-Public Personal Information on laptop computers or other portable devices or media. User will not copy or reproduce Non-Public Personal Information, except to the extent necessary in connection with the Purpose.

5. Without limiting User's obligations under Section 4 above or the User's other obligations under this Agreement, the User covenants and agrees that it will not link or combine, or attempt to link or combine, the Asset-Level CRA Information to or with other information (whether publicly available or not), or otherwise Use the Asset-Level CRA Information in any way, for the purpose or with the result of identifying or attempting to identify any individual.

6. Except as expressly permitted under this Agreement or by Freddie Mac in writing, the User is prohibited from licensing, distributing, disclosing or otherwise making available the Asset-Level CRA Information (in whole or in part) or any Derived Products to any third party. For any permitted disclosure of the Asset-Level CRA Information, the User agrees to: (i) inform each third party that obtains access to the Asset-Level CRA Information through the User that the Asset-Level CRA Information is the proprietary information of Freddie Mac; and (ii) ensure that each such third party is bound by the User's obligations under this Agreement. Each such third party must acknowledge and agree that Freddie Mac is an intended beneficiary of the third party's undertakings, with full rights for Freddie Mac to directly enforce the third party's obligations with respect to the Asset-Level CRA Information disclosed to such third party. Notwithstanding anything to the contrary contained herein, the User may disclose the Asset Level Information and Derived Products to its regulators for CRA qualification purposes and as otherwise required by applicable law; however, the User will inform any such recipient of the restrictions on Use and disclosure under this Agreement and use reasonable efforts to ensure those restrictions are observed by the recipient.

7. The User represents, warrants and agrees that it has developed and implemented, and will maintain, reasonable safeguards to protect the security, confidentiality, and integrity of the Asset-Level CRA Information, including safeguards that are designed to prevent the unauthorized use, disclosure, destruction, or alteration of the information.

8. The User acknowledges that its breach of this Agreement will result in immediate and irreparable injury that cannot be sufficiently remedied by money damages. In the event of any breach or threatened breach

of this Agreement, in addition to all remedies available at law, the User agrees that Freddie Mac will be entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

9. This Agreement represents the complete agreement of the parties as to the matters addressed herein and supersedes all previous oral or written contracts with respect to those matters.

10. This Agreement will be governed by the laws of the State of New York, without regard to conflicts of law rules that might cause the substantive laws of another jurisdiction to govern. The User consents to personal jurisdiction in the federal courts located in the Eastern District of Virginia and voluntarily and irrevocably submits to the personal jurisdiction of such courts in any action or proceeding with respect to this Agreement.

11. No failure or delay by Freddie Mac in exercising any right, power or privilege under this Agreement (collectively, a "right") will operate as a waiver of that right, nor will any single or partial exercise of a right preclude any other or further exercise of that right or the exercise of any other right.

12. Freddie Mac has endeavored to make the Asset-Level CRA Information reasonably accurate, but does not guarantee that the Asset-Level CRA Information is complete, error free or suitable for any particular purpose, including the Internal Purpose. Freddie Mac makes no representation or warranty that: (i) the underlying mortgage assets will qualify as CRA eligible or will be accepted by any regulatory or governmental agency for CRA credit; or (ii) the Asset-Level CRA Information is sufficient or complete for purposes of (A) demonstrating that the underlying mortgage assets qualify as CRA eligible or (B) obtaining CRA credit. Use of the Asset-Level CRA Information is entirely at User's own risk, and Freddie Mac will have no liability to the User or any third party for or arising out of or related to this Agreement, the Asset-Level CRA Information or any Derived Products. THE ASSET-LEVEL CRA INFORMATION IS PROVIDED ON AN "AS IS", AS AVAILABLE BASIS, AND FREDDIE MAC EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT THERETO, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY FREDDIE MAC OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS WILL CREATE A WARRANTY.