

## Secondary Market Advisor Selling Agent Agreement

Secondary Market Advisor: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Telephone number: (     ) \_\_\_\_\_

**Recital:** The Secondary Market Advisor (SMA) above, requests that Freddie Mac permit the SMA to access and enter the Selling System<sup>®</sup> to perform secondary market services for each Freddie Mac Seller that enters into a services agreement with the SMA.

**Terms and Conditions:** Freddie Mac is willing to grant the SMA access to the Selling System as requested by the SMA in the Recital above, which is incorporated herein by this reference, provided that the SMA agrees that it will: (i) complete, duly execute and deliver this **one-time** Form 478, Secondary Market Advisor Selling Agent Agreement, to Freddie Mac, (ii) enter (or has entered) into a services agreement with one or more Seller(s), and (iii) cause each applicable Seller to complete, duly execute and deliver a Form 900SA to Freddie Mac (unless the exception as provided in Section 2403.3 applies). In addition, the SMA agrees that the SMA shall be each such Seller's Selling Agent, as defined in the Glossary of the Freddie Mac Single Family Seller/Service Guide ("Guide"), and "Related Third Party," as defined in the [Related Third Party Agreement](http://www.freddie.com/loanadvisorsuite/pdf/Related_Third_Party_Agreement.pdf), to which the SMA is bound by the signature of its duly authorized officer below and which is located at [http://www.freddie.com/loanadvisorsuite/pdf/Related\\_Third\\_Party\\_Agreement.pdf](http://www.freddie.com/loanadvisorsuite/pdf/Related_Third_Party_Agreement.pdf). The SMA agrees that the Guide is incorporated herein by this reference and made a part hereof, except with respect to Section 1201.8 and Chapters 2401 and 2402 which Guide sections and chapters are replaced by comparable provisions of the [Related Third Party Agreement](#). Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Guide or the [Related Third Party Agreement](#).

**Permitted Secondary Market Services:** The SMA's duly authorized employees may be assigned and appointed to any of the user roles on the applicable authorization form, by each applicable Seller and may perform the secondary market services associated with the assigned user roles.

**Prohibited Secondary Market Services:** The SMA's duly authorized employees may not be appointed by any Seller to the roles of "Setup Administrator" or "Setup Manager" unless expressly permitted by Freddie Mac in writing.

**Representations, Warranties, Agreements and Covenants:** The SMA represents and warrants to (and agrees and covenants with) Freddie Mac, that the SMA:

- Shall access and enter the Selling System solely to perform secondary market services as each Seller's Selling Agent
- Has read and understands Freddie Mac's license requirements in the Related Third Party Agreement
- Is bound to the Related Third Party Agreement by the handwritten signature or Electronic Signature below of its duly authorized officer
- Shall comply with such license requirements as a "Related Third Party"
- Shall comply with Section 2403.3 of the Guide
- Understands that the SMA's access to the Selling System may be terminated by Freddie Mac at any time, in Freddie Mac's sole discretion

**Electronic Transaction:** The SMA agrees to conduct Electronic Transactions with Freddie Mac, in accordance with Chapter 1401 of the Guide. In interpreting Chapter 1401, the SMA shall substitute the term "SMA" for the term "Seller" therein. If a completed and duly executed Form 478 is delivered to Freddie Mac electronically by the SMA, as an Electronic Record (a PDF or other Electronic document format commonly used in the mortgage industry), with a copy or representation of the SMA's duly authorized officer's (VP or above) handwritten signature attached thereto or logically associated therewith, such Electronic Form 478 shall be conclusively deemed to be signed by the SMA's duly authorized officer who hereby adopts the Electronic copy or representation of such officer's handwritten signature as such officer's valid, effective and enforceable Electronic Signature. Such Electronic Signature shall bind the SMA to the terms herein and in the [Related Third Party Agreement](#) in the same manner the SMA would be bound if the SMA had delivered a paper original Form 478, to Freddie Mac with its duly authorized officer's original handwritten signature affixed thereto.

SMA Name: \_\_\_\_\_  
 By: \_\_\_\_\_  
*(Signature of duly authorized officer – VP or higher)*

Name: \_\_\_\_\_  
*(Name of duly authorized officer)*  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Title of duly authorized officer)*