

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is effective as of \_\_\_\_\_, 2008, by and between \_\_\_\_\_ (“Seller”) and Freddie Mac.

WHEREAS, Seller is a member of the Independent Community Bankers of America (“ICBA”) and has requested Freddie Mac to provide Seller with certain details relating to Freddie Mac offering available to members of the ICBA (the “ICBA Offering”);

WHEREAS, Freddie Mac has agreed to provide Seller with certain terms of the ICBA Offering, provided Seller agrees to keep the terms of the ICBA Offering confidential;

NOW THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Freddie Mac will be providing Seller with certain information and documentation relating to the ICBA Offering, including information regarding certain products and technology (the “Confidential Information”).
2. Seller agrees to treat all Confidential Information as strictly confidential and proprietary. Seller agrees not to release or disclose any Confidential Information to any party, including but not limited to, other members of the ICBA, unless (i) Seller first obtains Freddie Mac’s written consent to such release or disclosure, or (ii) Seller is ordered to release or disclose such Confidential Information by a court or administrative agency.
3. If Seller is a Freddie Mac Seller/Servicer, Seller agrees that information provided by Freddie Mac relating to the ICBA Offering will be treated as confidential information, and will be subject to the confidentiality provisions of Section 2.16 of the Freddie Mac Single-Family Seller/Servicer Guide.
4. Seller acknowledges and agrees that Freddie Mac may provide the ICBA with (i) the credit and pricing terms included in Seller’s current Master Agreement and/or Master Commitment with Freddie Mac, and/or (ii) Seller’s interest and/or participation in the ICBA Offering; such information may include, but is not limited to, the amount of mortgages that Seller has sold to Freddie Mac under the terms of the ICBA Offering.

IN WITNESS WHEREOF, each party has executed this Confidentiality Agreement effective as of the above date.

ICBA MEMBER

By: \_\_\_\_\_

Name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Seller/Servicer #: \_\_\_\_\_

Please execute and return via fax to 571.382.4884 or by mail to Freddie Mac, ICBA Offering, 1551 Park Run Drive, M/S D2C, McLean, VA 22102.