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| **Dealer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “Dealer”)** |
| This form must be submitted by a Dealer’s duly authorized representative. |
| **Dealer’s Duly Authorized Representative name:** |  |
| **Email Address:** |  |
| **Phone Number:** |  **( )**  |

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| As Dealer’s duly authorized representative, I hereby certify and agree on behalf of Dealer that: 1. All individuals identified on the Freddie Mac Dealer Direct Authorized User Setup/Change Form (“User Setup/Change Form”) are duly authorized to act on behalf of the Dealer in the capacities indicated on the User Setup/Change Form and Freddie Mac is hereby requested to treat such individuals as Authorized Users in accordance with their assigned user roles, as defined on the User Setup/Change Form. All such individuals are employees of Dealer.
2. Dealer has adopted industry standard or better security measures to prevent the loss, theft or unauthorized disclosure or use of User IDs, passwords, PINs or access codes, and information in and confidential information related to the Freddie Mac Dealer Direct system and will update those measures as appropriate to keep pace with technological developments.
3. Dealer will notify Freddie Mac immediately by e-mail to Freddie Mac mailbox shown on this form, in the event one or more of the following occurs:
	1. an Authorized User’s: (A) name changes, (B) position/role changes, (C) employment terminates, or (D) authorization terminates;
	2. the occurrence of any loss, theft or unauthorized disclosure or use of any Authorized User's User ID, password, PIN number or other access code; or
	3. Dealer has knowledge or reason to believe that Dealer’s or an Authorized User’s access to the Dealer Direct system is no longer secure for any reason.
4. Dealer will maintain as confidential all information and materials regarding the operation of the Freddie Mac Dealer Direct system, including without limitation passwords and other access codes, user guides and screen shots, and will not disclose any such information or materials to any third party without written authorization from Freddie Mac. This requirement does not apply to information or material that has been made publicly available by Freddie Mac or to the extent any disclosure is required under applicable law.
5. Dealer and its Authorized Users may use the Freddie Mac Dealer Direct system and its output only to engage in business and transactions with Freddie Mac; any other use made thereof is unauthorized and expressly prohibited. For avoidance of doubt, this paragraph shall not be deemed to prohibit Investor from forming Fannie Mae-issued commingled REMIC, Supers and Strip securities using Supers, Mirror Certificates or other securities issued by Freddie Mac to Investor pursuant to transactions that are initiated or effected through the Dealer Direct system.
6. The Freddie Mac Dealer Direct system (including, without limitation, all output) is provided “AS IS,” with no warranties of any kind, express or implied, and Dealer uses the Dealer Direct system at its own risk. Without limiting the foregoing, Freddie Mac will not be liable for any errors or omissions in or unavailability of the Dealer Direct system or for any damages whatsoever arising out of or related to its use.
7. Dealer will indemnify, defend and hold Freddie Mac harmless from and against all claims, costs, fees (including legal fees and court costs), losses and damages sustained or incurred by Freddie Mac arising out of or resulting from Dealer’s or any Authorized User’s violation of this Agreement, including, without limitation, any unauthorized disclosure or use of the Dealer Direct system or any User IDs, passwords, PINs or any other access codes to, information in or output of the Dealer Direct system.
8. This Agreement supersedes any previously executed Authorized Dealer Representative Agreement for the Freddie Mac Dealer Direct system or its output. However, this Agreement does not supersede and is not intended to modify any agreement relating to transactions that may be initiated or effected through the Dealer Direct system, including, without limitation, the Giant Transaction Agreement and the Multiclass Purchase Agreement.
9. Dealer agrees that an electronic copy of the Dealer Setup/Change form submitted via email that appears to be from an email account of the Dealer Authorized Representative or a facsimile copy containing a representation of a written signature of the Dealer Authorized Representative will be binding, valid and enforceable.

THE DEALER**By (Signature):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Printed Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Please scan & email the completed form to: CSA\_Operations@freddiemac.com, or fax to 703-738-1532. |