



Confidentiality Agreement

This Confidentiality Agreement is made on _____ (“Agreement”), by and between Strategic Asset Solutions (“SAS”) and _____ (Investor”).

WITNESS

WHEREAS, SAS proposes to provide to the Investor, certain Consumer Information (as defined below) pertaining to mortgage loans;

WHEREAS, such Consumer Information will be provided to the Investor solely for the purpose of enabling the Investor to perform necessary research and review (“Due Diligence”) of the mortgage loans; and

WHEREAS, SAS requires the Investor to enter into this agreement as a condition of the Investor’s Due Diligence;

NOW, THEREFORE, in consideration of these premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Use and Non-Disclosure of Consumer Information.
 - a. The term “Consumer Information” means customer information as defined in 16 C.F.R. § 314.2(b) (2003) and any information supplied to Investor that identifies a consumer and information from which a consumer’s identity can be ascertained, either from the information itself or by combining the information with information from other sources. This includes, but is not limited to, financial information, that may include such information as credit history; income; financial benefits; application or loan information; names or lists of individuals derived from nonpublic personally identifiable information or otherwise derived from SAS, any client of SAS or any affiliated entity of SAS; and the identification of an individual as a customer or as an individual claimant under a loan underwritten or serviced by any client or affiliated entity of SAS.
 - b. Investor represents and warrants that: (i) it shall comply with an applicable laws and regulations regarding the privacy and security of Consumer Information; (ii) it shall not use Consumer Information except as necessary to fulfill its obligations under this agreement and shall not reuse the information for any other purpose other than those for which the information was disclosed; (iii) it shall not disclose Consumer Information to third parties except at the specific written direction of SAS; (iv) it shall maintain adequate physical, technical and administrative safeguards to protect Consumer Information from unauthorized access; and (v) it shall immediately notify SAS of any actual or suspected breach of the confidentiality of Consumer Information.

- c. Investor agrees that it shall indemnify, defend, and hold SAS harmless from and against any loss, claim, or liability SAS may suffer as a result of Investor's breach of the foregoing representations and warranties. Investor also agrees that to the extent any agreement between the parties purports to limit Investor's liability or establish an exclusive remedy for any damage SAS may suffer, such provision shall not apply to Investor's breach of the foregoing representations and warranties regarding Consumer Information.

2. No Contact with Mortgagors

Investor agrees that no contact will be made with the mortgagors of the mortgage loan being reviewed, nor will Investor contact any third parties regarding the mortgage loans in question or the mortgagors thereof, other than those third parties upon whom the Investor reasonable relies to conduct its Due Diligence. Investor will indemnify and hold SAS harmless from all loss, claims, demand and suits of any nature, actual or threatened, arising out of any contact by the Investor with mortgagors or any third parties that are not necessary to the Due Diligence process.

3. Destruction of Consumer Information

At the written request of SAS or upon the termination of this Agreement, the Investor shall promptly destroy all Consumer Information and will not retain any copies, extracts or other reproductions in whole or in part of such materials.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and caused these presents to be executed as of the dates set forth below.

Investor DBA

Investor Name - Printed

DBA Street Address

Investor Signature

DBA City, State and Zip Code

Date of Agreement Execution

Phone Number

E-mail address