

HOME COUNSELOR ONLINE™ BULLETIN

This Bulletin is issued in accordance with the section of the Fannie Mae Software Subscription Agreement (the "Agreement") entitled "Issued Bulletins; Amendment," and contains amendments to the Home Counselor Online Schedule thereto (the "HCO Schedule"). All terms defined in the Agreement or the HCO Schedule and not otherwise defined herein shall have the meaning set forth in the Agreement or the HCO Schedule, as the case may be.

AMENDMENTS TO HCO SCHEDULE

1. The section entitled "Licensee's Obligations" is amended to read as follows:

Licensee's Obligations; Approval Procedure.

- (a) Licensee is required to obtain Client's written authorization prior to obtaining any Consumer Credit Data on such Client, except such Consumer Credit Data as may be furnished to Licensee by Client. Licensee is explicitly prohibited from using the Credit Retrieval Module to request and receive consumer reports if Licensee has not obtained Client's prior written authorization to request such consumer reports. Written authorization required by this Section shall be documented on the form titled "Credit Report Authorization and Privacy Disclosure Form" attached hereto as Exhibit A or Exhibit B (Lender Version).
- (b) Licensee shall preserve the confidentiality of Client's Data whether provided orally or in writing to Licensee. Further, Licensee shall protect against any disclosure of Client's Consumer Credit Data regardless of how such information is obtained by Licensee, to any party other than Client, a Lender that is not the Licensee and/or a counseling agency that is not the Licensee. Licensee is required to obtain Client's written authorization, in the manner set forth in Section 4(a) above, prior to any disclosure of Client's Consumer Credit Data to a Lender that is not the Licensee and/or a counseling agency that is not the Licensee. Licensee understands that state and/or federal laws may restrict the disclosure to third parties of Client's Consumer Credit Data.
- (c) Licensee shall not be a party to any agreement or understanding, oral or otherwise, relating to the referral of Clients to any Lender or mortgage broker in return for any fee or "thing of value" as defined in the Real Estate Settlement Procedures Act and its implementing regulation, Regulation X (collectively "RESPA") and shall in all respects comply with RESPA's requirements and restrictions.
- (d) Notwithstanding the Section of the Agreement entitled "Approval

Procedures,” Fannie Mae is authorized, without Licensee’s prior approval, to include the Licensee’s name in a list as part of the Licensed Software functionality in order to facilitate the establishment of data sharing arrangements involving the Client’s Consumer Credit Data, as permitted by Section 4(b).

2. The last sentence of the section entitled “Licensed Software Limitations” is amended to read as follows:

Any written assessment which Licensee prepares shall clearly provide that such assessment (i) represents Licensee's opinion regarding Client's financial readiness to purchase a home and is not a guarantee that Client will qualify for mortgage loan financing, (ii) is for Client's personal use and information only (and, with Client’s prior written authorization, for the use of a Lender that is not the Licensee and/or a counseling agency that is not the Licensee), and (iii) is not in any way to be construed as, or represented to Client or to third parties as, a credit approval by Fannie Mae.

3. The last sentence of the section entitled “Use of Licensed Software” is amended to read as follows:

Notwithstanding the foregoing, Licensee may, with Client’s prior written authorization, provide the computations and assessments to a Lender and/or counseling agency on Client’s behalf.

4. The section entitled “Survival” is amended to read as follows:

Survival. Any provisions of this Schedule that contemplate their continuing effectiveness, including, without limitation, Sections 4(b), 6, 7, 8, 9, and 10-12 shall survive any termination of this Schedule.

5. The next to last paragraph of Exhibit A is amended to read as follows:

In addition, in connection with determining my ability to obtain a loan, I

_____ authorize

_____ do not authorize

_____ to share with potential mortgage lenders and/or counseling agencies my credit report and any information that I have provided, including any computations and assessments that have been produced based upon such information. These lenders may contact me to discuss loans for which I may be eligible, and these counseling agencies may contact me to discuss counseling services.

All of the terms and conditions of the Agreement and the HCO Schedule shall continue in full force and effect as modified herein. In the event of any inconsistency between or among the provisions contained in the Agreement or the HCO Schedule and this Bulletin, the provisions of this Bulletin shall govern.