

NONPUBLIC PERSONAL INFORMATION NONDISCLOSURE AGREEMENT

This Nonpublic Personal Information Nondisclosure Agreement (“Agreement”) is effective as of the _____ day of _____, _____ and is by and between ServiSolutions, a department of the Alabama Housing Finance Authority, (the “Servicer”) and _____ (“Bank”).

WHEREAS, the Servicer and Bank entered into that certain Origination and Servicing Agreement pursuant to which the Servicer provides certain services for Bank (the “Services”); and

WHEREAS, in the course of performing the Services, the Servicer will receive certain Nonpublic Personal Information (defined below) from Bank; and

WHEREAS, the Servicer and Bank desire to enter into this Agreement in addition to the Origination and Servicing Agreement in order to further provide for the protection of the Nonpublic Personal Information.

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

1. Nonpublic Personal Information. The parties hereto acknowledge that Bank has disclosed or may disclose in the future to the Servicer certain Nonpublic Personal Information about its customers and consumers. For purposes of this Agreement, the terms “nonpublic personal information” and “customers” and “consumers” shall have the meaning set forth in Title V of the Gramm-Leach-Bliley Act of 1999 and the implementing regulations (collectively, the “GLB Act”), as the same may be amended from time to time, and shall mean only such nonpublic personal information that the Servicer receives from the Bank about customers or consumers of the Bank (collectively, “Nonpublic Personal Information”).

2. No Disclosure. Except as expressly provided below or with Bank’s prior written consent, the Servicer shall (a) hold all Nonpublic Personal Information in confidence; (2) not disclose any Nonpublic Personal Information to any person or entity, other than directors, officers, employees, affiliates, agents, representatives or vendors (collectively, the “Representatives”) who have a need to know such Nonpublic Personal Information in connection with the Services; (c) not use any such Nonpublic Personal Information for any purpose other than in connection with the Services; and (d) ensure the proper destruction and disposal of Nonpublic Personal Information in accordance with the Interagency Guidelines Establishing Information Security Standards (the “Guidelines”). Bank agrees to notify the Servicer immediately (both orally and in writing) should the Bank believe the Servicer has breached the obligations set forth in this paragraph or otherwise in the Agreement.

3. Permitted Disclosure. Notwithstanding anything to the contrary contained herein, the Servicer may disclose Nonpublic Personal Information pursuant to a requirement or official request of a governmental agency, a court or administrative subpoena or order, any applicable legislative or regulatory requirement, or in defense of any claim or cause of action asserted against it, provided, however, that it shall use reasonable efforts to first notify Bank of the anticipated disclosure, unless such notification is prohibited. Nothing herein shall require the Servicer to fail to honor on a timely basis any requirement or official request of a governmental agency, court or administrative subpoena or order, or any legislative, administrative or regulatory requirement.

4. Interagency Guidelines. The Servicer hereby represents that it has instituted and will maintain security measures designed to meet the objectives of the Guidelines. Such measures are designed to prevent

unauthorized use, disclosure, destruction and alteration of customer information and to ensure the proper disposal of Nonpublic Personal Information.

5. Binding Nature; Amendments. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. No amendments, modifications or supplements of this Agreement shall be binding unless executed in writing by both parties hereto.

6. Counterparts. This Agreement may be executed in multiple counterparts, all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be duly executed by a duly authorized representative.

(The Bank)

**SERVISOLUTIONS
A department of the Alabama
Housing Finance Authority**

By _____

By: _____

Title: _____

Title: Executive Director _____