

Please sign and date this form when you have completed the New Hire Training Packet for Fannie Mae, and send the authorized form to your onboarding specialist.

CERTIFICATION FOR VENDORS' EMPLOYEES AND THIRD PARTY EMPLOYEES ASSIGNED TO FANNIE MAE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by me, I, the undersigned, acknowledge, confirm and agree to the following terms and conditions regarding services rendered to Fannie Mae in connection with the agreement (the "Agreement") under which my employer ("Vendor") is providing services to Fannie Mae:

Standards of Conduct for Contractors

I agree that in performing services for Fannie Mae, I will comply with all applicable laws and regulations (including laws prohibiting harassment and discrimination of any kind), ethical and professional standards applicable to my profession, and the Contractors' Code of Business Conduct (Contractors' Code) as amended from time to time, the current version of which has been furnished to me (which I acknowledge that I have read and understood) and any other documents as provided to me by Fannie Mae. Upon Fannie Mae's request, I will provide certification of my ongoing compliance with the terms set forth in this Certification form and the Contractors' Code. I further agree to report in accordance with the Contractors' Code any departure or suspected departure by me or any third party from the standards and requirements described in this Certification.

Confidential Information

In performing services, I acknowledge: (a) that I may be exposed to information of Fannie Mae, individuals or companies doing business with Fannie Mae, that is not publicly available information (the "Confidential Information"); and (b) that the unauthorized disclosure or mishandling of such information could cause competitive, financial or reputation damages. I acknowledge that Confidential Information includes personal information regarding individuals, such as an individual's identity, social security number, telephone number, credit card number, e-mail address and account information. I agree that I shall not at any time, directly or indirectly, disclose any Confidential Information to any third parties, or use the information in any way except as reasonably necessary to perform services for Fannie Mae. I agree to take reasonable measures to protect, safeguard and secure Fannie Mae's Confidential Information while providing services to Fannie Mae and even after my services there terminate. I shall advise Fannie Mae immediately of any inadvertent disclosure of Confidential Information of which I become aware.

Non-Competition

I agree that, while I am performing services under the Agreement and for a period of six (6) months following my completion of such services, I will not directly or indirectly provide similar services or deliverables to the Federal Home Loan Mortgage Corporation ("Freddie Mac"), Government National Mortgage Association ("Ginnie Mae"), any of the Federal Home Loan Banks, or other competitors of Fannie Mae identified on the order forms under which I am performing services unless waived in advance and in writing by Fannie Mae. This obligation is in addition to, and not in substitution for, my obligations regarding the protection of Fannie Mae's Confidential Information. I also agree that during the performance of my assignment under the Agreement, I will not without Fannie Mae's written consent: (a) contract with another employer to provide services directly or indirectly to Fannie Mae while a contract for such service exists between Fannie Mae and Vendor; or (b) take employment with Fannie Mae unless such employment is covered under the Agreement regarding hiring of Vendor resources.

Intellectual Property Rights

I acknowledge and agree that all deliverables to be furnished by me to Fannie Mae in connection with my services to Fannie Mae shall be works made for hire and that all intellectual property rights in such deliverables shall vest in Fannie Mae. In the event that not all intellectual property rights vest in Fannie Mae, I hereby irrevocably transfer, convey and assign in perpetuity to Fannie Mae (including its successors and assigns) any and all present and future intellectual property rights and all renewals thereof that I may have in such deliverables, work products, inventions and all copies and versions

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thereof made or conceived by me, either alone or with others, in connection with my work for Fannie Mae. I further irrevocably waive all intellectual property rights and moral rights in and to all such deliverables.

I agree to execute applications, assignments and other documents and render all other reasonable assistance requested by Fannie Mae, at Fannie Mae's expense, to enable Fannie Mae to obtain, register and enforce domestic and foreign patents, copyrights, trademarks and other intellectual property rights with respect to the deliverables. Notwithstanding the foregoing, I hereby irrevocably appoint Fannie Mae as my attorney in fact (coupled with an interest) to execute any such instruments. The foregoing powers of attorney and the obligations to assist and execute shall survive termination of the Agreement for any reason.

I acknowledge and agree that I shall obtain Fannie Mae's written approval prior to incorporating any materials not created in furtherance of my services to Fannie Mae into any deliverables, including but not limited to open source components.

The terms in this section regarding intellectual property shall apply to all of my work for Fannie Mae, unless Fannie Mae and my employer have agreed otherwise in writing.

Time Sheets Charging Costs

I agree to keep accurate and complete records of services that I perform for Fannie Mae, including the number of hours spent providing those services, and to report such records in a timely manner in accordance with Fannie Mae procedures. I also agree not to spend more hours performing Services than the number of hours authorized by Fannie Mae without Fannie Mae's express written authorization. If authorized for reimbursement for travel and living expenses, I agree to keep accurate and complete records of all costs incurred and provide supporting receipts to my employer in accordance with the Agreement and Fannie Mae's procedures.

Communicating about Fannie Mae

I agree that I shall not make false or misleading remarks about Fannie Mae or the individuals and companies doing business with Fannie Mae. I further agree that I shall not publish, cause to have published, or make public use of Fannie Mae's name, logos, or trademarks for any reason, other than as necessary to perform services for Fannie Mae, without the prior written consent of Fannie Mae, which consent may be withdrawn at any time in Fannie Mae's sole discretion.

Contractor Status

I acknowledge that I am not a Fannie Mae employee and that I am not entitled or eligible to receive any of the compensation, benefits or privileges that Fannie Mae's officers or employees receive. I also acknowledge that I have no expectation of employment at Fannie Mae.

I further acknowledge and agree that I am employed by Vendor and that I am only providing temporary services on a Fannie Mae project as a contractor.

Survival

My obligations under this Certification shall survive the termination of my employment with Vendor or of my services to Fannie Mae for any reason.

Effective Date

I agree to these terms effective as of the earlier date I began rendering services to Fannie Mae or the date set forth below.

Printed Name of Contractor: _____ Date: _____

Signature of Contractor: _____ Contractor ID Number: _____

Printed Name of Vendor: **IBM**

Agreement Name: **Data Center Transition and Transformation**