



IBMC Wholesale Web Site Agreement

This IBMC Wholesale Web Site Agreement ("Web Site Agreement") is made and entered into as of the date below by and between InterBanc Mortgage Company ("IBMC") and _____ ("Broker"), a(n) _____ corporation.

IBMC has developed a process by which approved Brokers will be able to use a link on the wholesale lending web site, www.InterBankWholesale.com (the "Site"), to get information and status reports on their loans and to lock individual loan commitments on line. Prior to utilizing the services provided on the www.InterBankWholesale.com, each Broker must sign the Web Site Agreement and return pursuant to the procedure set out below.

The lock-in capability and other features can be accessed through the Partners Link on the www.InterBankWholesale.com Site and may only be accessed by using a customer ID, user name and a password provided by IBMC. The use of the word "Partners" is not intended to imply a partnership in the legal context and, by signing below, the Broker agrees that no such legal construction is intended. Rather, in this context, "Partners" is intended to reflect a relationship between InterBanc Mortgage Company and the Broker to work cooperatively together towards common business goals. We ask that you designate an Administrator/User Manager who will have the authority to choose who will have access to the Site and can determine the level of use of the Site for each user, i.e., bulletin board, rate sheet, reports, and/or lock in capability. Please provide the following information on the User Manager designated by your company.

Administrator/User Manager Information
(please print)

User Manager Full Name: _____
User Manager Position/Title: _____
User Manager Phone #: _____
User Manager Email Address: _____

As a user of the Partners Link of www.InterBankWholesale.com, Broker is bound by all of the terms and conditions of its Broker Agreement for the Purchase and Sale of Residential Mortgage Loans (the "Agreement"), the Broker Manual the ("Manual"), and the terms and conditions regarding use of this Site, including but not limited to, any Legal Notice and Privacy Notice referenced at or linked to this Site by IBMC. Use of the Partners Link does not provide any guarantee that IBMC will purchase the loan; Broker is still required to meet all of the terms and conditions in the Agreement and the Manual for loan purchase.

The initial Administrator/User Manager ID will be first letter of the Administrator/User Manager's first name and the first 6 letters (or up to 6 if name is shorter) of the Administrator/User Manager's last name plus the Broker ID. Broker agrees that it is responsible for maintaining the security and confidentiality of the user names and passwords issued either to the Administrator/User Manager or those user names and passwords issued by the Administrator/User Manager to Broker's agents or employees. Broker represents and warrants that it will not permit unauthorized individuals to use its user names and/or passwords to access this Site. Broker is responsible for the actions of any individuals using its user names and/or passwords to access the Partners Link and agrees to defend and indemnify IBMC against any claims, losses, damages, costs, expenses, fines and other liabilities, including attorneys' fees, arising out of Broker's failure to maintain the security and confidentiality of its user names and/or passwords or arising out of the unlawful use of the Site by Broker or by any person who obtains access to

the Site using Broker's user names and/or passwords. The Web Site Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising out of or relating to this Web Site Agreement shall be only in the State of Illinois.

By signing below, Broker accepts the terms and conditions of the Web Site Agreement which can only be modified by a written document signed by both parties. Notwithstanding the foregoing, any notices on the Site including, but not limited to, Legal Notice and Privacy Notice may be modified pursuant to the provisions contained therein and Broker is held to those modifications. Please execute and fill in all fields on this document and **return by facsimile to: Attention: Credit Administration at (847) 881-0797. Your designated User Manager will be notified by e-mail at the address provided once the User Manager login and password has been activated. Please mail the original executed letter to:**

InterBanc Mortgage Company

Wholesale Mortgage Lending
Attention: Credit Administration,
3200 Doolittle Dr.
Northbrook, IL 60062

If you have any questions, please contact your Account Executive or Account Manager.

Very truly yours,

Client Services
(847) 239-7272

By signing below, **Broker** agrees to be bound by the terms and conditions described in this letter, the documents referenced herein, and any terms and conditions found on the IBMC Site, www.InterBankWholesale.com.

Corporation Name

Address

City, State

Broker ID# (if already approved)

Signature

Print Name

Title (must be a principal of the company)