

## Exhibit B

### Non-Competition, Non-Solicitation and Confidential Information Agreement

This **Non-Competition, Non-Solicitation and Confidential Information Agreement** ("Non-Competition and Confidentiality Agreement") is between Flagstar Bancorp, Inc., a Michigan corporation (the "**Company**"), Flagstar Bank, FSB, a federally chartered savings bank and wholly-owned subsidiary of the Company (the "**Bank**" and, together with the Company, "**Flagstar**") and James Cirolì (the "**Executive**"), and is effective as of the time the Executive executes this Agreement.

In consideration of Executive's employment with Flagstar, and the compensation and benefits to be provided to Executive by Flagstar, Executive hereby acknowledges and agrees as follows:

**1. Confidential Information.** "Confidential Information" is to be broadly interpreted and means (i) all non-public techniques/strategies and information that Flagstar has or Executive (in the course and scope of employment with Flagstar) develops, compiles, acquires, or receives that has or may have commercial value or usefulness to Flagstar, to its clients or to their competitors in their respective businesses; (ii) all non-public information that, if disclosed without authorization, could be detrimental to the interest of Flagstar or its clients/customers, whether or not such information is identified as Confidential Information or otherwise "confidential" by Flagstar or its Clients; (iii) any consumer, customer, or employee information, including all personally identifiable information of any consumer, customer, or employee in any format to which Executive may have access during employment with Flagstar and (iv) all information belonging to third parties, such as vendors, that Flagstar is bound by contract or otherwise to keep confidential. Confidential Information includes not only information disclosed by Flagstar (including its employees, agents, and independent contractors) or its clients to Executive, but also information developed or learned by Executive in the course and scope of employment with Flagstar.

By example only and without limitation, "Confidential Information" includes all information on trade secrets, inventions, innovations, processes, discoveries, improvements, research or development test results, specifications, data, data compilations and analyses, know-how, formats, employee information, subscriber information, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, and client, prospective client and supplier identities and contact information, characteristics and agreements, whether in print, in electronic files, or residing on non-public Internet sites. Flagstar is the sole owner of the Confidential Information or is authorized by a third party to use the Confidential Information for limited purposes. Executive hereby irrevocably assigns to Flagstar all right, title, and interest Executive may have or may acquire to all Confidential Information.

**2. Use of Confidential Information.** At all times during Executive's employment with Flagstar, and after such employment ends (for any reason, voluntarily or involuntarily), Executive shall hold in trust, keep confidential and shall not make any direct or indirect use or disclosure of any Confidential Information, to or for Executive's benefit or the benefit of any third

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party. In the event that Executive is not sure whether certain information is Confidential Information, Executive shall err on the side of caution and treat such information as Confidential Information. It is Executive's responsibility to understand what is considered to be Confidential Information and to follow any specific guidelines and procedures set forth by Flagstar to protect such Confidential Information. Executive shall not remove any Confidential Information from Flagstar's premises or computer/electronic systems unless strictly required by Executive's job, in which case, Executive shall undertake diligent steps to insure that it remains confidential and that it is protected from loss, damage, theft and disclosure, and Executive shall immediately return the Confidential Information (and any copies thereof) to Flagstar's premises computer/electronic systems.

Confidential Information shall not be deemed to include information that (i) becomes generally available to the public through no fault of the Executive, (ii) is previously known by the Executive prior to his receipt of such information from Flagstar, (iii) becomes available to the Executive on a non-confidential basis from a source which, to the Executive's knowledge, is not prohibited from disclosing such information by legal, contractual or fiduciary obligation to Flagstar, or (iv) is required to be disclosed in order to comply with any applicable law or court order.

**3. Protected Rights.** Executive understands that this Agreement does not limit Executive's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to Flagstar. Executive may disclose Confidential Information that qualifies as trade secrets in confidence, either directly or indirectly, to a Federal, State, or local government official, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

**4. Non-Competition.** At all times during Executive's employment with Flagstar and for a period of one (1) year after such employment ends (for any reason, voluntarily or involuntarily), Executive agrees that the Executive shall not, on behalf of the Executive or for others, directly or indirectly (whether as employee, consultant, investor, partner, sole proprietor or otherwise), be employed by, have an ownership interest in, or perform any services for a financial institution engaged in (or planning to become engaged in) the same lines of business as Flagstar or its subsidiaries ("Business of Flagstar") in any state of the United States where the Flagstar or its subsidiaries are doing business. The Parties agree that this provision shall not prohibit the ownership by the Executive, solely as an investment, of securities of a person engaged in the Business of Flagstar if (i) the Executive is not an "affiliate" (as such term is defined in Rule 12b-2 of the regulations promulgated under the Exchange Act) of the issuer of such securities, (ii) such securities are publicly traded on a national securities exchange and (iii) the Executive does not, directly or indirectly, beneficially own more than two percent (2%) of the class of which such securities are a part.

**5. Non-Solicitation of Employees.** At all times during Executive's employment with Flagstar, and for a period of one (1) year after such employment ends (for any reason, voluntarily or involuntarily), Executive will not, directly or indirectly, on behalf of Executive or any other person or entity, hire, engage or solicit to hire for employment or consulting (or other provision of

services) any person who is actively employed (or in the six (6) months preceding the Executive's termination of employment with Flagstar or its subsidiaries was actively employed) by Flagstar or its subsidiaries. This includes, but is not limited to, inducing or attempting to induce, or influence or attempting to influence, any person employed by Flagstar to terminate his or her employment with Flagstar or its subsidiaries. This paragraph does not prohibit an employee from independently locating and applying for any public job posting and actually being hired for such position as long as the Executive has not been directly or indirectly involved in the process in any way.

**6. Non-Solicitation of Customers.** At all times during Executive's employment with Flagstar, and for a period of one (1) year after such employment ends (for any reason, voluntarily or involuntarily), Executive will not, directly or indirectly, on behalf of the Executive or any entity/person engaged in (or planning to become engaged in) the Business of Flagstar, solicit or accept the business of any entity in any state of the United States where the Flagstar or its subsidiaries are doing business who is, or was in the past (1) one year, a customer of Flagstar or its subsidiaries.

**7. Miscellaneous.** In the event any term of this Non-Competition and Confidentiality Agreement (Exhibit B), is deemed unreasonable by a court (or arbitrator), Flagstar and Executive agree and request that the court (or arbitrator) reform the unreasonable terms or term to ensure the restrictive covenants are enforceable to the maximum extent legally permissible under Michigan law. This Non-Competition and Confidentiality Agreement, in conjunction with the Agreement and Release Agreement (Exhibit A), constitute the full, complete and exclusive agreement between the Parties pertaining to the subject matters covered, and supersede all prior and contemporaneous understandings or agreements pertaining to the subject matters covered hereby. This Non-Competition and Confidentiality Agreement is governed by the laws of the State of Michigan without regard it its conflict of law provisions and may not be amended or modified except with a writing that specifically amends this Agreement and is signed by Executive and the Chief Executive Officer of Flagstar.

**FLAGSTAR BANK, FSB**

**FLAGSTAR BANCORP, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXECUTIVE**

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_