

TERMS AND CONDITIONS

These Terms and Conditions (this "*Agreement*") entered into by City and County of San Francisco ("*Recipient*") and JPMorgan Chase Bank, N.A. ("*JPMC*") are effective as of **December 12, 2025** (the "*Effective Date*"). For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Recipient and JPMC hereby agree as follows:

ARTICLE I
GRANT

Section 1.1 Grant; Program Supported.

Subject to the terms and conditions set forth in this Agreement, JPMC agrees to make a grant in the amount of **\$3,000,000** (the "*Grant*") to Recipient in support of StopScamsSF (the "*Program*").

Section 1.2 Grant Term.

The Grant term will commence as of **December 15, 2025 and continue through and including December 14, 2028** ("*Grant Term*") during which Grant funds are to be fully expended in accordance with the budget as set forth in **Appendix B**. The parties may elect to extend the Grant Term by up to one year by mutual written consent. The end of the Grant Term will not necessarily mean the termination of this Agreement. This Agreement will terminate upon the later of (i) the delivery to JPMC of Recipient's final Impact Report (defined below), and completion of JPMC's satisfactory review thereof, and (ii) the end of the Grant Term, unless terminated earlier as set forth in this Agreement. Articles IV, V, VI, VII, VIII, and IX will survive termination of this Agreement for any reason.

Section 1.3 First Installment of Grant.

The first installment of the Grant in the amount of **\$950,000** will be payable at such time and by such method as determined in the sole discretion of JPMC but will occur no later than sixty (60) days after this Agreement has been signed by the parties; provided that Recipient has submitted in a timely manner all financial documentation reasonably requested by JPMC, including Recipient's bank information as set forth in **Appendix A**.

Section 1.4 Subsequent Installments.

The schedule for payment of subsequent installments of the Grant is set forth below:

Installment Due Date*	Installment Amount
September 2026	\$950,000 (Payment #2)
September 2027	\$1,100,000 (Payment #3, Final)

*subject to Section 3.1 below and JPMC's satisfactory review of the Impact Report as described below.

Each subsequent installment of the Grant will be paid in accordance with the above schedule, subject to Section 3.1 below and JPMC's satisfactory review of Recipient's Impact Report against the metrics, goals and outcomes of the Program as set forth in **Appendix B** and **Appendix C** hereto. Recipient represents and confirms that all such documentation and information, including the bank information provided in accordance with **Appendix A** hereto, is and, will remain, accurate and complete. JPMC reserves the right to accelerate an installment payment upon written notice to Recipient.

ARTICLE II

RECIPIENT STATUS; USE OF GRANT FUNDS

Section 2.1 Recipient Status.

(a) Recipient represents and warrants that it is a governmental unit exempt from federal income taxation and agrees that it will be so exempt and classified from the Effective Date through the end of the Grant Term or such later date that the Agreement is terminated.

(b) Recipient represents and warrants that the execution, delivery and performance of this Agreement does not and will not violate any law, order, regulation or agreement to which Recipient is subject and that once signed by Recipient this Agreement will be a legal and binding agreement of Recipient.

Section 2.2 Restrictions on Use of Grant Funds.

(a) Recipient agrees to use Grant funds in a manner substantially consistent with the timeframe/schedule, budget and description of the Program as described in **Appendix B** and the grant proposal submitted by Recipient (the "*Grant Proposal*"); *provided* that those terms may be modified by the parties in writing if they so agree; and *provided further* that if any applicable terms in the Grant Proposal conflict with the terms of this Agreement (including, without limitation, **Appendix B**), this Agreement's terms will prevail.

(b) Recipient will use Grant funds, including any interest or other income earned on such amounts, only for charitable, scientific, literary or educational purposes and will not use Grant funds, including any interest or other income earned on that amount: (i) to carry on propaganda, or otherwise to attempt, to influence legislation; (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, a voter registration drive; (iii) to make a grant or loan to another organization, except in furtherance of the Program and in accordance with Section 2.2(d) below; or (iv) to make grants or loans to individuals for travel, study or other similar purposes by such individuals (such as scholarships, fellowships or grants for research).

(c) Except to the extent expressly set forth in Section 2.3 below if applicable, Recipient acknowledges and agrees that this Agreement is not entered into with the intent to induce, or in exchange for, any explicit or implicit agreement or understanding that any products or services of JPMC or its Affiliates (defined below) will be purchased, ordered, utilized, recommended, or otherwise arranged for by the Recipient or any third party, and payment of the Grant is in no way contingent upon the establishment or continuation of any business relationship with JPMC or its Affiliates. For the avoidance of doubt, Recipient may not use any Grant funds, including any interest or other income earned on such amounts, as collateral for, or to satisfy, any outstanding loans, mortgages, or indebtedness owed to JPMC or its Affiliates. The term "*Affiliates*" refers to any entities owned by, controlling, controlled by, or under common control with, directly or indirectly, a party; for this purpose, one entity "*controls*" another entity if it has the power to direct the management and policies of the other entity.

(d) Recipient is responsible for overseeing the appropriate expenditure of all Grant funds, including any interest or other income earned on such amounts, and the conduct of the activities funded thereby, including any such Grant funds paid to and activities carried out by affiliates, subcontractors, or subgrantees ("*Subrecipients*"). Any such Subrecipients will be selected by the Recipient in its sole discretion and independently of the JPMC, and the parties agree that the use of any such Subrecipients is not a condition to payment of the Grant. Recipient shall be responsible for the acts and omissions of its Subrecipients and ensuring that such Subrecipients abide by the applicable terms and conditions of this Agreement.

Section 2.3 No Other Value Received.

(a) Recipient represents, warrants and agrees that no goods or services have been or will be provided by Recipient or its Affiliates to JPMC or its Affiliates in consideration for the Grant, except for Acknowledgements provided pursuant to Section 5.2 below.

(b) Recipient will provide to JPMC a tax receipt that meets the requirements of a contemporaneous written acknowledgement described in Section 170(f)(8) of the Code, and the underlying Treasury Regulations.]

ARTICLE III
REPORTING

Section 3.1 Impact Reporting; Monitoring.

(a) During the Grant Term or until the Agreement is otherwise terminated, Recipient will submit to JPMC written report(s) signed by a duly authorized officer of Recipient (each, an "Impact Report") as set forth in the schedule below. Recipient further agrees to submit Impact Reports at such additional times as requested by JPMC personnel. Impact Reports are to be submitted via JPMC's on-line grant system.

Impact Report Due Date	Reporting Period
August 15, 2026	December 1, 2025 – June 30, 2026
August 15, 2027	December 1, 2025 – June 30, 2027
August 15, 2028	December 1, 2025 – June 30, 2028
January 31, 2029	December 1, 2025 – December 14, 2028 (Final Report)

(b) Recipient will maintain its books and records such that it can produce any required Impact Report and readily verify its use of Grant funds. The Impact Report will be **cumulative**, and will include the following:

(i) a *Narrative Evaluation*, including (A) a description of the Program's impact on Recipient and Recipient's constituents and/or community and (B) an assessment of the mutually agreed-upon metrics, goals and outcomes of the Program (as set forth in **Appendix B**, **Appendix C** and the Grant Proposal), including any problems or obstacles encountered in the effort to achieve such objectives.

(ii) a *Financial Accounting*, comprising a financial statement capturing (A) Grant amounts received by Recipient, and (B) all expenditures of Grant funds. The Financial Accounting will include information only relating to expenditures of Grant funds. The Financial Accounting will also compare the actual expenditures as of the date of the report against the approved budget included in **Appendix B**.

For the avoidance of doubt, upon the occurrence of an Adverse Event (defined in Section 6.1 below), Recipient is required to provide JPMC with prompt written notice of such Adverse Event separate from and in addition to any information included within an Impact Report, in accordance with Section 6.1.

A final Impact Report will be required for grants with multi-year payments. The final Impact Report will also (x) indicate the progress made toward achieving the goals of the Grant during the applicable period set forth in the schedule in Article I, and (y) account for all expenditures of Grant funds (including salaries, travel and supplies) during the applicable period set forth in the schedule in Article I. For the

avoidance of doubt, Impact Reports shall not include any personally identifiable information protected by the laws and regulations governing the collection, use, disclosure, processing, storage and free movement of personal data, and all information included in Impact Reports or otherwise provided by Recipient to JPMC shall be de-identified and aggregated, as appropriate.

(c) Recipient will attach to its Impact Report a copy of its most recently audited financial statements.

(d) JPMC may require Recipient to provide reasonable additional (or further specified) information in an Impact Report.

(e) For the avoidance of doubt, in addition to JPMC's other rights and remedies under this Agreement, upon failure of Recipient to submit a complete and accurate Impact Report when such Impact Report is due, JPMC may withhold any future installments of Grant amounts and any other Grant monies otherwise due to Recipient by JPMC until such time as the Impact Report is submitted in a form and substance that JPMC determines to be satisfactory.

(f) JPMC will have the right, as reasonable under the circumstances, to monitor and conduct reviews of Recipient's operations relating to the Program, the use of Grant funds and related books and records, which may include visits by JPMC's representatives to observe Recipient's Program procedures and operations and to discuss the Program with Recipient's personnel. Any such visits by JPMC will occur at reasonable times, with reasonable advance notice, and at JPMC's expense. Recipient will cooperate fully with JPMC in connection with all such monitoring and review activities.

(g) Unless otherwise requested by JPMC, Recipient agrees to attend regular status meetings with JPMC throughout the term of the Agreement to discuss progress of the activities in furtherance of the Program; the timing and location of such meetings shall be mutually agreed upon by the parties.

ARTICLE IV INTELLECTUAL PROPERTY

Section 4.1 Work Product.

The parties acknowledge and agree that Recipient owns all right, title and interest to any deliverables and other materials, in any form or media, prepared using Grant funds, including, without limitation, research reports or findings, white papers, practitioner guides, case studies, websites, tools, videos, blogs, or promotional materials (collectively, the "*Work Product*"). Recipient represents and warrants that the Work Product and use of the Work Product as permitted under this Agreement do not and will not infringe, violate or misappropriate any patent, copyright, trade secret, trademark or other intellectual property or proprietary rights (collectively, the "*Intellectual Property Rights*") of a third party. Recipient grants a perpetual, non-exclusive, irrevocable, royalty-free license to JPMC, its Affiliates and any applicable media agencies acting on behalf of JPMC and/or its Affiliates and full Intellectual Property Rights to fully utilize or exploit the Work Product, including, without limitation, the right to publish, reproduce, sublicense, display or distribute them in any form or medium in existence now or hereafter developed, throughout the world for publicity, marketing, promotional and/or educational purposes of JPMC and its Affiliates, without any royalties or other compensation due to Recipient or any third parties.

Section 4.2. Work Product Restrictions.

The parties agree that the intended use is for the Work Product to be freely available to and broadly shared with the public except as otherwise expressly set forth in **Appendix B** or agreed upon by the parties in writing. Recipient agrees that it will not (a) commercially exploit the Work Product; or (b) use the Work Product for any purpose other than the intended use as described in this Agreement or as

otherwise agreed by the parties in writing. JPMC acknowledges Recipient's independence and agrees that Recipient will have full control over the topics, methodology, and conclusions of the Work Product. JPMC will be given the opportunity to provide input and expertise, as appropriate, to the structure and content of the Work Product.

ARTICLE V
PUBLICITY/ACKNOWLEDGEMENTS

Section 5.1 Publicity.

(a) JPMC and its Affiliates are permitted to (i) disclose the Grant, the Program, and any information contained in an Impact Report in their reports to any regulatory or governmental authority and (ii) in connection with the Grant, publicly refer to Recipient (and use its registered marks), the Grant, Program and any information contained in an Impact Report.

(b) Recipient will not, without the prior written consent of JPMC: (i) use the name, trademark, logo or other identifying marks of JPMC or its Affiliates in any fundraising, marketing or publicity activities or materials; or (ii) issue any press release, interviews or other public statement regarding JPMC, the Grant, this Agreement or the parties' relationship. JPMC may revoke its consent at any time and for any reason and Recipient will immediately cease use of the marks and will promptly remove all references to JPMC and/or Affiliates, as applicable, from all, such fundraising, marketing and publicity activities and materials.

Section 5.2. Acknowledgements. Subject to JPMC's prior written approval in each instance (and as further set forth in this Agreement), Recipient agrees to acknowledge JPMC's support of the Program, including, without limitation, adding an acknowledgement on the Work Product, as follows:

(a) JPMC's designated branding will be prominently featured on the Work Product. Recipient will issue a standard statement when publishing the Work Product that acknowledges JPMC's support relating to the Program yet (unless otherwise requested by JPMC), disclaims JPMC's influence on the Work Product.

(b) Acknowledgements by Recipient relating to the Grant will be given to "**JPMorganChase**", unless otherwise (i) specified herein; or (ii) required by JPMC to be given to a different JPMC designated name or an Affiliate. Recipient will refer to JPMC's brand usage guidelines provided by JPMC for the requirements for use of the applicable trademarks, service marks, logos and other distinctive brand features of the Affiliates ("*JPMC Branding*"). For any JPMC Branding to be used as an acknowledgement for the Grant by Recipient pursuant to this Agreement, JPMC or its Affiliates will be deemed to have granted to Recipient a worldwide, non-exclusive, non-transferable, revocable, limited right and license to reproduce, distribute and display JPMC Branding solely as necessary to provide the acknowledgement, subject to the brand usage guidelines provided by JPMC. Additionally, before its use of specific JPMC Branding permitted under this subsection, Recipient must receive JPMC's formal written approval. Recipient will take no action that might derogate from any of JPMC's, or its Affiliate's, rights in, or the goodwill associated with, JPMC Branding, or modify, alter or obfuscate the JPMC Branding or use the JPMC Branding in a manner that disparages JPMC or any of its Affiliates, or any of their products or services, or portrays JPMC or any of its Affiliates or any of their products or services in a false, competitively adverse or poor light. Except as licensed in this Section, Recipient will not use any JPMC Branding.

(c) Notwithstanding anything in this Agreement to the contrary, Recipient agrees that prior to publicly disclosing any Work Product or acknowledging JPMC's (or an Affiliate's) support, including using any JPMC Branding, it will notify JPMC in writing. If JPMC objects to any public disclosure of any Work Product or acknowledgement of support, including the incorporation of any JPMC Branding, Recipient agrees that it will release such Work Product or other materials in Recipient's name only without any acknowledgment of JPMC, or if applicable, of its Affiliates and/or without any use of the JPMC Branding.

ARTICLE VI
ADVERSE EVENTS

Section 6.1 Notification of Adverse Events.

Recipient will promptly notify JPMC in writing upon the occurrence of any of the following events (each, an "*Adverse Event*"):

- (a) Any change in circumstances that could have a significant impact on Recipient's ability to carry out the Program or continue its operations, including, but not limited to, any material change in the purpose, character or method of operation of Recipient, including if there is any change or anticipated change in Recipients' tax-exempt status under the Code or a change to Recipient's most senior officers (e.g., chief executive officer and chief financial officer);
- (b) Any action or negative publicity, including, without limitation, an action which brings, or could bring JPMC's (or any of its Affiliates), Recipient's or the Program's reputation into disrepute;
- (c) There is any legal action, suit, arbitration or other legal, administrative or governmental investigation, inquiry or proceeding pending or alleged against a Recipient, Subrecipient (if applicable) or any of their directors, officers, employees or agents for a violation of law or breach of trust or fiduciary duty, fraud or financial malfeasance, mismanagement, or impropriety, including, without limitation, sexual or other harassment, discrimination, hostile work environment, workplace misconduct, or similar claim, or relating to this Agreement;
- (d) Recipient becomes subject to a proceeding under the Bankruptcy Code, makes an assignment for the benefit of creditors or seeks judicial protection in any insolvency or bankruptcy proceeding; or
- (e) Recipient does not expend Grant funds as required under this Agreement, including, without limitation, not expending Grant funds for the Program or in accordance with the Budget.

Section 6.2 Inquiries.

Upon notification of an Adverse Event, or if JPMC otherwise learns of an Adverse Event or other action by Recipient that may not be in compliance with the terms of this Agreement, JPMC may conduct its own reasonable inquiry. Upon JPMC's request, Recipient will cooperate with JPMC's reasonable inquiries aimed at understanding the Adverse Event, including providing JPMC with the relevant policies, procedures, and practices Recipient has in place and how they were operationalized in response to the Adverse Event. If JPMC, in its sole discretion, determines Recipient lacks the necessary policies, procedures, and practices or has failed to investigate the Adverse Event in a fair and expeditious manner, JPMC may take such action that JPMC deems appropriate under the circumstances, including, but not limited to, exercising any remedy under Section 6.3 below.

Section 6.3 Remedies.

In addition to JPMC's other rights and remedies set forth in this Agreement (including, without limitation, Section 6.2 above) upon the occurrence of any Adverse Event, or if Recipient does not otherwise comply with the terms of this Agreement, including, without limitation if any of Recipient's representations or warranties cease to be true and correct, as determined by JPMC in its sole discretion, JPMC will have the right to: (a) terminate this Agreement immediately upon written notice to Recipient; (b) cease any obligation to pay to Recipient any unfunded Grant amounts that would otherwise be or become due

hereunder; (c) demand the return of any and all Grant funds, and upon any such demand, Recipient will repay JPMC all Grant funds (and provide an accounting as to the use of expended Grant funds) within 30 days of any such demand; (d) redirect Grant funds to another program or project of Recipient; (e) immediately distribute Grant funds, to another organization exempt from federal income taxation under Code Section 501(c)(3); and/or (f) change the terms of the Grant. Notwithstanding any contrary terms herein, JPMC reserves the right to terminate this Agreement, and exercise all rights and remedies set forth in this Agreement as applicable, in the event that Recipient does not continue to meet JPMC's due diligence and compliance standards, as determined by JPMC in its sole discretion.

For the avoidance of doubt, nothing in this Article VI shall be deemed a waiver of JPMC's other rights and remedies under this Agreement.

ARTICLE VII INDEMNIFICATION

Recipient will indemnify, defend and hold harmless JPMC and each of its Affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, an "*Indemnified Person*") from any and all third-party claims, demands, actions or threats of action (whether in law, equity or in an alternative proceeding and whether groundless or otherwise), losses, liabilities, damages (including taxes) and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, "*Losses*"), in each case due to, arising out of, connected with, related to or incidental to the Grant, the Program or this Agreement, including relating to the actual or alleged: (a) breach of Recipient's representations or warranties in this Agreement, (b) infringement, violation or misappropriation of the Intellectual Property Rights of any third person by any Work Product or use of any Work Product, or (c) fraudulent, negligent, willful or reckless acts or omissions of or by Recipient or Recipient's personnel or by Subrecipients (if any) or Subrecipients' personnel (each, an "*Indemnified Claim*").

No settlement or compromise that imposes any liability or obligation on JPMC or any of its Affiliates or any of their directors, officers, employees, agents, successors or assigns will be made without JPMC or its Affiliate's, as applicable, prior written consent. If Recipient fails to assume the defense of an Indemnified Claim after reasonable notice of an Indemnified Claim, Recipient will be bound to promptly reimburse JPMC or its Affiliates, as applicable, for any Losses incurred to defend or settle the Indemnified Claim. If Recipient fails to reimburse JPMC or its Affiliates, as applicable, for its Losses in connection with an Indemnified Claim, Recipient will be liable to such entity for any costs and expenses it incurs seeking enforcement of this Article VII and reimbursement for Losses.

ARTICLE VIII COMPLIANCE

Section 8.1 Compliance with Laws.

(a) Recipient represents and warrants that it will comply with all applicable foreign, federal, state and local statutes, orders, conventions, regulations, self-regulatory standards, and regulatory interpretations and guidance including those of any governmental agency in connection with this Agreement.

(b) Recipient covenants that no part of the Grant will be used for any activity that may contravene United States federal, state, international or other non-U.S. laws and regulations, including but not limited to anti-money laundering and counter-terrorist financing laws and regulations (collectively, the "*AML Laws*"). Recipient further agrees to exercise due diligence in preventing and detecting any criminal conduct or violations related to the AML Laws and to promptly disclose to JPMC, in writing, any potential or actual violations.

For the avoidance of doubt, in addition to JPMC's other rights and remedies under this Agreement, JPMC may terminate this Agreement under Section 6.3 above immediately upon written notice to Recipient if it concludes, in its sole discretion, that Recipient has breached the foregoing representations and warranties or covenants related to the AML Laws or that such a breach is substantially likely to occur unless this Agreement is so terminated. JPMC will not be obligated to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of the AML Laws.

(c) As of the Effective Date, neither Recipient nor any individual, entity, or organization holding any material ownership interest in Recipient, if applicable, nor any agent, employee, officer or director thereof, is an individual, entity, or organization (i) listed in any Sanctions-related list of designated persons maintained by the Office of Foreign Assets Control ("*OFAC*") of the U.S. Department of Treasury, the U.S. Department of State or any other applicable authority ("*Sanctions Authority*"); (ii) operating, organized or resident in a country, region or territory which is itself the subject or target of any Sanctions ("*Sanctioned Country*"); or (iii) owned or controlled by any person or persons described in the foregoing (i) or (ii) (any such person to be a "*Sanctioned Person*"). Recipient covenants to JPMC that it and its respective directors, officers, employees and agents will not directly or indirectly use the Grant for the purpose of funding, financing or facilitating any activity, business or transaction of or with any Sanctioned Person, in any Sanctioned Country or in any manner or otherwise take any action that would cause JPMC to be in violation of any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority ("*Sanctions*"). JPMC covenants to Recipient that it will not cause Recipient to be in violation of any Sanctions.

If Recipient or any individual, entity, or organization holding any material ownership interest in Recipient, if applicable, including any agent, employee, officer or director thereof, is determined at any time to be a Sanctioned Person or violates any of the terms of the preceding paragraph, then Recipient will be deemed to be in breach of this Agreement and in addition to JPMC's other rights and remedies under this Agreement, JPMC will have the right to terminate this Agreement immediately upon written notice under Section 6.3 above.

(d) Recipient represents and warrants that it, its Affiliates and its and their respective officers, directors, employees, agents and representatives are in compliance with, and covenants that it and they shall remain in compliance with, all foreign and United States federal, state and local laws, rules and regulations of any jurisdiction applicable to the parties concerning or related to ethics, bribery or corruption, including but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and other authority applicable to the provision of anything of value to a government official or employee (collectively, the "*Anti-Corruption Laws*"). Recipient further covenants that no part of the Grant will be used for any purpose that would cause a violation of the Anti-Corruption Laws and agrees to exercise due diligence in preventing and detecting any criminal conduct or violations related to the Anti-Corruption Laws and to promptly disclose to JPMC, in writing, any potential or actual violations. Upon request, Recipient will provide JPMC with copies of all filings made pursuant to the Anti-Corruption Laws.

In addition to JPMC's other rights and remedies under this Agreement, JPMC may terminate this Agreement immediately upon written notice to Recipient under Section 6.3 above if it concludes, in its sole discretion, that Recipient has breached the foregoing representations and warranties or covenants related to the Anti-Corruption Laws or that such a breach is substantially likely to occur unless this Agreement is so terminated. JPMC will not be obligated to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of the Anti-Corruption Laws.

Section 8.2 Non-Discrimination.

(a) Equal Employment Opportunity. Subject to applicable law, Recipient will not, and will ensure that Recipient personnel do not, discriminate against any of its employees or applicants for

employment because of age, race, color, religion, creed, citizenship status, marital status, sexual orientation, sex, gender identity, genetic information, national origin, disability, veteran status or any other protected status under applicable law (e.g., civil union status, height, weight, arrest record and status with regard to public assistance, to the extent protected under applicable laws). Recipient will comply with JPMC's policy of maintaining a business environment free of all forms of discrimination, including sexual harassment.

Without limiting, and subject to, the provisions above, JPMC encourages an inclusive and supportive working environment free from harassment and intimidation, where all workforce members are valued and empowered to succeed. JPMC actively encourages Recipient to embrace diversity in its own practices by documenting a diversity and inclusion approach that includes ways to identify, measure and improve inclusion and embedding accessibility standards that go beyond minimum compliance. Recipient must provide a non-violent, safe work environment, free of threats or intimidation or physical harm that also supports accident prevention and minimizes exposure to health risks.

(b) Compliance with Anti-Discrimination Laws. Recipient will execute the Program and use Grant funds in accordance with all applicable federal, state and local anti-discrimination laws, including but not limited to, 42 U.S.C. § 1981, 42 U.S.C. § 200d, and 15 U.S.C. § 1691. Recipient acknowledges that it is solely responsible for the establishment of any eligibility or selection criteria for the receipt of benefits or services in connection with the Program, and Recipient will select any beneficiaries of Program benefits or services in its sole discretion.

ARTICLE IX
MISCELLANEOUS

Section 9.1 Assignment.

Recipient may not assign any rights or delegate any obligations under this Agreement (including any assignment by merger or other combination by operation of law) without the prior written consent of JPMC. Any assignment or attempted assignment contrary to this Section will be null and void.

Section 9.2 No Joint Venture.

Nothing contained in this Agreement should be construed in any manner to imply or create a relationship between JPMC and Recipient as partners, joint venturers, or agents. Recipient will not act in any manner as JPMC's agent or representative.

Section 9.3 Governing Law and Waiver of Jury Trial.

(a) This Agreement and any claim, controversy, dispute or legal action arising under or related to this Agreement, whether arising in contract, tort or otherwise, will be governed by the laws of the State of New York, without giving effect to principles of conflicts of laws. Each party irrevocably agrees that any legal action arising out of this Agreement must be brought solely and exclusively in, and each party irrevocably submits to the sole and exclusive personal jurisdiction of, the state and federal courts in the State of New York. Notwithstanding the foregoing, claims for equitable relief may be brought in any court with competent jurisdiction within the United States, but those claims will be governed by the laws of the State of New York.

(b) EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY DISPUTE OR CLAIM BETWEEN OR AMONG THE PARTIES OR ANY OF THEIR AFFILIATES RELATED TO THIS AGREEMENT.

Section 9.4 Limitation of Liability.

(a) EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

(b) Notwithstanding anything to the contrary in this Agreement, the limitations of liability set forth in this Agreement will not apply to Losses in connection with: (i) Recipient's indemnification obligations under Article VII or (ii) either party's fraud, gross negligence or willful or reckless misconduct.

Section 9.5 Rights and Remedies of the Parties.

Unless expressly stated otherwise in this Agreement, all rights and remedies provided for in this Agreement will be cumulative and in addition to, any other remedies available to either party.

Section 9.6 Communications.

Unless otherwise specified herein, communications (including any notice and consent hereunder) must be in writing and may be provided by any of the following: email, first class mail (return receipt requested), or courier. Either party may change its address by using this communications procedure. Communications are to be given to a party's address as indicated below.

TO RECIPIENT:

Amanda Fried
City and County of San Francisco
Office of the Treasurer and Tax Collector
1 Carlton B. Goodlett Place
San Francisco, CA 94102
amanda.fried@sfgov.org

TO JPMC:

JPMorgan Chase Bank, N.A.
383 Madison Avenue
Mail Code NY1-Q002
New York, New York 10179
daniel.segal@jpmchase.com

With a copy to: Daniel Segal, the individual at JPMC overseeing the Grant (*the "Grant Officer"*)

Section 9.7 Severability.

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, (a) that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; (b) the remaining provisions of this Agreement will not be affected; and (c) each of those provisions will be valid and enforceable to the extent permitted by law.

Section 9.8 No Modification or Waiver.

The failure or delay of JPMC to enforce strict performance by the Recipient of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver of the JPMC's right to assert or rely upon any provision of this Agreement. Waiving one breach will not be construed to waive any succeeding breach.

Section 9.9 Entire Agreement.

This Agreement constitutes the entire agreement of the parties, superseding all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary heretofore made. No supplement, alteration, amendment, modification or change of this Agreement will be binding unless in writing and signed by the parties.

Section 9.10 Construction.

Unless otherwise required by the context, references to "*parties*" refer to JPMC and Recipient and "*party*" refers to JPMC or Recipient, as applicable. When used in this Agreement, the term "*including*" will mean including without limitation. This Agreement, and any amendment to this Agreement, may be executed in two or more counterparts and delivered by electronic means and the executed versions of each counterpart will be considered an original but all of which together will constitute one agreement. This Agreement incorporates and includes all Appendices and Exhibits hereto, as well as the Grant Proposal.

IN WITNESS WHEREOF, Recipient and JPMC agree to be bound by the terms and conditions of this Agreement as of the Effective Date.

City and County of San Francisco
Tax ID: 946000417

JPMorgan Chase Bank, N.A.

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

APPENDIX A
Recipient Bank Information Form

Confirm Recipient's bank account information in three simple steps:

Step 1)

An authorized officer of Recipient must access the following website:

<https://crmcr.my.site.com/granteeportal>

Step 2)

a) If Recipient has previously registered an account with JPMC, an authorized officer should log in using his or her username and password. If the authorized officer does not remember his or her password, he or she should refer to the "Forgot your password?" beneath the login box. Click the link and the authorized officer will be asked for their username to have a reset password link emailed to them.

b) If Recipient has never registered an account, an authorized officer will need to establish an account by contacting Daniel Segal daniel.segal@jpmchase.com. Once account has been established, Recipient will receive an auto generated email containing an access link.

Step 3)

After log in, the authorized officer must provide the bank account information where Recipient would like the Grant funds to be deposited. Also, an authorized officer must agree to Foundation's terms and conditions by typing his or her name and checking the box next to the "I confirm" field.

Any questions about the electronic payment process should be directed to salesforce.grant.support@crsalesforce.jpmchase.com

APPENDIX B
Program Overview

Program Activities and Implementation Strategy:

The Grant will support the launch and implementation of the Program, Recipient’s first City of San Francisco (City)-led, comprehensive initiative to prevent fraud and scams among vulnerable residents.

Program activities will include:

- Conducting a multi-lingual communications campaign to deliver scam prevention messages through flyers, workshops, social media, and other channels.
- Creating a scam monitoring and alert system to collect reports from multiple City channels, verify scams, and issue timely alerts through official City communications.
- “Scam-proofing” city infrastructure by adding disclaimers to City websites and leveraging payment verification services.
- Embedding scam prevention into the City’s existing financial counseling services for residents.
- Convening stakeholders and developing a StopScams playbook to share best practices, alert templates, and policy tools for replication by other cities.
- Sharing program learnings with industry stakeholders to inform business practices and support broader fraud prevention efforts.
- Establishing a Scam Prevention Partners Table to engage stakeholders in shaping communication strategy and materials.

JPMC will be invited to participate on the Scam Prevention Partners Table and receive program learnings, along with other industry stakeholders.

Grant funds will be used for staff, contractors, marketing, program administration, and direct program costs to support these activities.

Budget:

Budget:	Amount:
Staff Costs	\$1,135,000
Consultants/Contractors	\$797,294
Program Related Expenses	\$100,000
Marketing	\$675,000
Program Admin/Overheads	\$45,000
Indirect Cost	\$247,706
Total	\$3,000,000

Grant Goals and Outcomes:

The goal of this Program is to reduce scam prevalence and financial harm among San Francisco’s most vulnerable residents by building the city’s capacity to prevent, detect, and respond to scams. The Program will serve as a blueprint for other municipalities, providing tools and resources to scale scam prevention efforts nationwide.

For the avoidance of doubt, a detailed description of the Program and scope of what the Grant is funding, including, without limitation, Program activities and implementation strategy, timelines/incremental milestones, and goals and outcomes, is set forth in the Grant Proposal.

APPENDIX C

Metrics and Targets

Indicator	Target
# of convenings/briefings to share best practices and/or policy recommendations	6
# of individuals served	50,000
# of individuals with improved financial protection	3,000
# of new tools/interfaces/reports developed	3
# of public agencies or departments engaged	10
Copycat models that emerge, including informing industry practice and policies	Playbook and resources to help other cities replicate the model and encourage adoption of scam prevention policies nationwide.

PLEASE RETURN THIS SIGNED AGREEMENT IN ITS ENTIRETY TO:

**JPMorgan Chase Bank, N.A.
 Attention: Daniel Segal
 237 Park Ave
 New York, NY 10017-3140
 daniel.segal@jpmchase.com**