FORCE FOR GOOD CLIENT AGREEMENT

This agreement is made as of _____ (the, "**Effective Date**") (this "**Agreement**") and governs the services to be provided on behalf of your organization _____ having its principal place of business located at _____ ("**CLIENT**") by [J.P. Morgan Services India Private Limited],[a company incorporated under the Companies Act, 1956] having its registered office located at [Prism Towers, Levels No 9 to 11, Mindspace, Off Link Road, Goregaon (West), Mumbai 400104] ("**JPMSI**") in connection with JPMSI's Force for Good program ("**Force for Good**" or the "**Program**").

CLIENT and JPMSI are each a "**Party**" and collectively, the "**Parties**". CLIENT must agree to the terms of this Agreement in order to register for and participate in the Program.

Please review this Agreement and sign below to agree to its terms and conditions.

CLIENT and JPMSI hereby agree as follows:

1.   Program and JPMSI Personnel. JPMSI will provide CLIENT's personnel the opportunity to participate in the Program. JPMSI will be responsible for operation of the Program, including providing volunteers and training, and providing access to the Program. JPMSI agrees to recruit JPMSI's personnel to volunteer as participants in the Program ("**JPMSI Personnel**"). At the discretion of JPMSI, JPMSI and the JPMSI Personnel and students participating in the Program may participate in one or more group training sessions or activities online, at JPMSI facilities, or onsite at CLIENT's premises. Projects to be undertaken by JPMSI Personnel on behalf of CLIENT (each a, "**Project**") will be described in statements of work (each, a "**Project Description**") in the format set forth on Exhibit A to this Agreement. Each Project Description forms a part of and is subject to the terms and conditions of this Agreement. [CLIENT agrees to comply with JPMSI's reasonable reporting requirements, with respect to the Program. Without limitation of any other provisions of this Agreement, any changes to the scope of Exhibit A must be agreed upon in writing by the Parties.]

2.   Fees. There are no fees or costs to CLIENT for participating in the Program.

3.   Representations and Warranties.

        a.   JPMSI. JPMSI represents and warrants that: (i) JPMSI is, as of the Effective Date, a [private limited company] , validly existing and in good standing; and (ii) the execution and delivery by JPMSI of this Agreement, and the performance by JPMSI of the obligations contemplated hereby, are within JPMSI's corporate powers, which have been duly authorized by all necessary corporate action, do not require any consent or other action by or in respect of, or filing with, any third party or governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation or of the charter or by-laws of JPMSI or of any agreement, judgment, injunction, order, decree or other instrument binding upon JPMSI. Except as set forth herein, the Program is provided as is and JPMSI makes no warranty of any kind, express or implied, as to the Program, including but not limited to, merchantability, satisfactory quality, non-infringement, title or fitness for a particular purpose or use.

        b.   CLIENT. CLIENT represents and warrants that: (i) CLIENT is, as of the Effective Date, a not-for-profit organization exempt from payment of income tax under the applicable laws of India, or is a non-profit or charitable organization under the applicable laws of its jurisdiction or a social venture; (ii) CLIENT is validly existing and in good standing under the laws of the state or jurisdiction in which it is organized or incorporated; (iii) the execution and delivery by CLIENT of this Agreement, and performance by CLIENT of the obligations contemplated hereby, are within CLIENT's powers and have

been duly authorized by all necessary board action; and (iv) CLIENT will comply with all laws and regulations applicable to CLIENT in connection with this Agreement.

4.   <u>Use of Name and Logo</u>. JPMSI and CLIENT acknowledge and agree that no right or license to the use of any trademarks, names or logos of the other Party has been granted hereunder, and each Party agrees that it shall not use, in any manner, any trademarks, names or logos of the other Party without the prior written consent of the owner of the property to be used. Notwithstanding the foregoing, JPMSI is permitted to publicly refer to CLIENT and the Program and to use CLIENT's name and trademarks to publicize the Program and will inform CLIENT and provide a copy of any materials or press release created by JPMSI or its Affiliates regarding CLIENT. For the purposes of this Agreement, the term "**Affiliate**" means an entity 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 (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract). JPMSI or any of its Affiliates (each, a "**JPMSI Entity**").

5.   <u>Consents</u>. CLIENT represents and warrants that it will be responsible for obtaining all waivers, consents, approvals, clearances and other documentation (collectively, the "**Consents**") necessary and appropriate for the performance of any activities contemplated by this Agreement.

6.   <u>Ownership of Program Materials</u>. CLIENT shall retain all intellectual property and proprietary rights in any materials or content developed or acquired by CLIENT or its licensors prior to the Effective Date or independent from this Agreement ("**Background Materials**"). CLIENT acknowledges and agrees that all rights, title and interest in and to the educational and other supporting materials created by JPMSI in the Program on behalf of CLIENT (including any intellectual property rights therein), excluding any Background Materials ("**Project Works**") will remain the exclusive property of JPMSI and its Affiliates. In consideration of CLIENT's participation in the Program, it hereby assigns to JPMSI and its Affiliates any and all intellectual property and proprietary rights in and to the software, code, designs, materials, documentation and any other items CLIENT writes, creates or develops in connection with its participation in the Program ("**CLIENT Works**", together with the Project Works, the "**Works**"). Notwithstanding the foregoing, JPMSI grants CLIENT a perpetual, irrevocable, fully paid, non-exclusive, worldwide right and license ("**License**") to use and create derivative works from the source and object code (executable) versions of the Works in furtherance of CLIENT's mission. The License will permit use by CLIENT's consultants, service providers and other third parties providing processing, business or technical services or advice to CLIENT. However, each third party using the Works must agree to use the Works solely for the benefit of the CLIENT. CLIENT is solely responsible for obtaining licenses to any third-party software required for CLIENT to utilize the Works. The Works may include certain third-party open source components which are subject to third party license terms ("**Open Source Software**"). JPMSI will identify any such Open Source Software when providing the Works to CLIENT. Any such Open Source Software is provided as is by JPMSI. CLIENT is responsible for adhering to the distribution, notification, licensing and contribution processes mandated in the licenses accompanying such Open Source Software. CLIENT may sublicense the Works in furtherance of its mission, provided that: (a) any such sub-license is substantially on the same terms as the terms and conditions as those set forth in this Agreement; (b) the sub-license may be terminated immediately by JPMSI or by any of its Affiliates in the event of a material breach of the sub-license by sub-licensee; (c) any fees collected by CLIENT for such sublicense are used by CLIENT in furtherance of its mission; and (d) the sub-license may be terminated immediately in the event that any sub-licensee takes any action which brings, or is likely to bring, JPMSI's reputation into disrepute.

7. <u>Confidentiality</u>. Each Party agrees that any and all Confidential Information disclosed hereunder is and shall remain the property of the Party disclosing such Confidential Information (the "**Discloser**") to be held in strict confidence by the Party receiving such Confidential Information (the "**Recipient**"), and shall

not be used or otherwise disclosed to any other parties at any time, without obtaining the Discloser's prior written consent. "**Confidential Information**" means information exchanged by the Parties that is not generally known to the public at the time of disclosure is identified as, or would reasonable be understood by the Recipient to be proprietary or confidential; it includes all technical, business and personnel information, or other information which relates to past, present and future research, development and business activities of the Discloser and its subsidiaries and Affiliates (including customer or client lists), however communicated or disclosed to the Recipient in connection with the Program that is identified as "Confidential" by the Discloser (in oral, written, visual, electronic or other form). Confidential Information shall not include information that becomes generally available to the public (other than by the acts or omissions of the Recipient). No personally identifiable information will be provided by the Discloser to the Recipient pursuant to this Agreement. The Recipient will use the same care and discretion to avoid disclosure, publication or dissemination of any Confidential Information received from the Discloser, such as the Recipient uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care). Except as otherwise expressly permitted under this Agreement, the Recipient shall not: (a) disclose, duplicate, copy, transmit or otherwise disseminate in any manner whatsoever any Confidential Information of the Discloser; (b) use the Confidential Information of the Discloser: (i) for the Recipient's own benefit or that of any third Party; (ii) to the Discloser's detriment; or (iii) for any purpose other than performance of this Agreement; (c) commercially exploit any Confidential Information of the Discloser; or (d) acquire any right in, or assert any lien against, the Confidential Information of the Discloser. **Confidential Information shall also include the terms of this Agreement.** Notwithstanding anything to the contrary contained in this Agreement, it is understood that JPMSI may disclose the Confidential Information or portions thereof: (A) at the request of any regulatory, supervisory or governmental authority, institution or department; (B) under court order or pursuant to statutory requirement or regulation; (C) to JPMSI's or its representative's auditors, external counsel or accountants; or (D) to Affiliates.

8. Privacy. If CLIENT receives, has access to, collects or otherwise processes personal information protected by the Privacy Regulations ("**Personal Information**") from or on behalf of JPMSI Entities, or otherwise under any Project Description, CLIENT will be subject to applicable Laws governing the collection, use, disclosure, processing, storage and free movement of personal data (collectively, the "**Privacy Regulations**"). JPMSI may provide guidelines to help CLIENT comply with Privacy Regulations, but CLIENT, using its own legal advisors, will remain fully responsible for interpreting and complying with the Privacy Regulations with respect to CLIENT's organization. Additionally, CLIENT will comply with the terms set forth in the Privacy Addenda (if any) attached hereto.

9. Term. This Agreement shall be effective as of the Effective Date and remain in full force and effect until the earlier of the completion of the Program or two (2) years from the Effective Date, unless earlier terminated in accordance with this Agreement. The Agreement may be renewed or extended upon written agreement of the Parties.

10. JPMSI Security and Other Regulations; Access to JPMSI Systems. If applicable, CLIENT will comply with all JPMSI security regulations in order to gain entrance to JPMSI's premises and while on JPMSI's premises. CLIENT agrees to cooperate with any security or other investigation and, at the request of JPMSI, to submit to any security tests or checks which may be required by JPMSI from time to time. In order to perform its obligations in connection with the Program JPMSI may grant CLIENT access to an online portal and other online resources ("**JPMSI Systems**"), which may be used by CLIENT personnel solely in connection with CLIENT's participation in the Program. CLIENT will access such JPMSI networks or computer systems in a secure manner, in accordance with any access terms and conditions provided by JPMSI, and only in connection with the Program. JPMSI may terminate access to such JPMSI Systems at any time. CLIENT shall notify JPMSI promptly if any CLIENT personnel with access to JPMSI Systems cease to be employed or engaged by CLIENT and shall cooperate with JPMSI in removing

any access to JPMSI Systems by such CLIENT personnel.

11.   Termination. In addition to any other rights and remedies at law, this Agreement may be terminated in whole or in part by either Party with or without cause upon thirty (30) days prior written notice to the other Party. Further, in the event of breach of this Agreement, the non-defaulting Party may terminate this Agreement with immediate effect in the event such breach is not cured within seven (7) days from the day a written notice is served upon the defaulting Party.

12.   Indemnification. CLIENT shall indemnify and hold harmless JPMSI, its Affiliates, and related entities, and all of its/their officers, directors, executives, owners, shareholders, members, partners, principals, employees, JPMSI Personnel, agents, contractors, and representatives from any and all third-party claims, expenses (including reasonable attorneys' fees), damages, suits, costs and judgments whatsoever, arising, directly or indirectly, out of, due to or in connection with: (i) CLIENT's participation in the Program, (ii) CLIENT's use of the services provided hereunder or implementation of any strategy, recommendation, advice, work product, or plan of action proposed or developed by JPMSI and/or the JPMSI Personnel in connection with the Program, (iii) CLIENT's non-compliance with any applicable federal, state or local laws (statutory or common law), regulations, orders, ordinances or codes, (iv) any injury, harm or wrongdoing to or suffered by any JPMSI Personnel arising at or from a condition at CLIENT's premises or as a result of any policy, procedure, or practice of CLIENT (to the extent not covered by JPMSI's workers compensation insurance), or (v) any material breach by CLIENT of the terms and conditions of this Agreement. This provision shall survive termination of this Agreement.

13.   Disclaimer of Warranties and Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, REGARDLESS OF THE FORM OF THE ACTION OR THE THEORY OF RECOVERY, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THE PROJECT WORKS ARE PROVIDED "AS IS". JPMSI MAKES NO EXPRESS OR IMPLIED WARRANTY OR CONDITION, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WORKS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

14. Governing Law. This Agreement, and any dispute or claim arising out of or in connection with it, whether arising in contract, tort or otherwise, will be governed by and construed in accordance with the laws of India. All disputes or claims arising out of or in connection with this Agreement will be submitted to the exclusive jurisdiction of Mumbai courts

15. Independent Contractors. CLIENT and JPMSI will at all times be independent contractors. Neither Party will have any right, power or authority to enter into any agreement for or on behalf of, or to assume or incur any obligation or liabilities, express or implied, on behalf of or in the name of, the other party. This Agreement will not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability upon either party.

16.   Miscellaneous. This Agreement shall supersede any prior oral or written understanding or communication between the Parties and constitutes the entire and binding agreement of the Parties with respect to the subject matter hereof. No amendment, modification or change of this Agreement will be valid unless agreed to in writing by the Parties. Neither Party may assign any rights or delegate any obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, JPMSI may assign this Agreement, or any of its rights hereunder or thereunder, in whole or in part, without CLIENT's consent to any JPMSI Entity or third party that agrees to assume the rights and obligations

herein. For purposes of this Assignment provision, any merger, change of control or other combination by operation of law constitutes an assignment.

17.   Counterparts. This Agreement may be executed in two or more counterparts (including by electronic or facsimile transmission), each of which will be considered an original but all of which together will constitute one agreement.

18.   Notices. Any notice required to be served under this Agreement shall be in writing served at the addresses given below, by hand or post. Notices to be given "**promptly**", will be given, in any event, within five (5) days. A Party may further require these communications to be sent to another address (email or otherwise) or through another communication channel upon request.

        For JPMSI, notices must be sent to the following address(es):

            J.P. Morgan Services India Private Limited

            Attention: With a copy to:
            Ravi Bhadani / Abhishek Thanvi   Attention: Anand Rajamani
            Prism Towers, 8th Floor,   Platina Block 3, Grd Floor, 1st, 2nd, 3rd,
            A Wing, Mindspace   4th, 5th, 6t, Floor 06
            Link Road, Goregaon (West)   Bengaluru, IN-KA, 560103, India
            Mumbai - 400 104   Email: anand.x.rajamani@jpmchase.com
            Maharashtra, India

        For CLIENT, notices must be sent to the following address(es):

            Legal Entity Name of CLIENT: _____
            Contact Name of CLIENT: _____
            Full Address of CLIENT: _____

19. Survival. The provisions of this Section 20, and Sections 4 & 6-14 will survive any expiration or termination of this Agreement.

Accepted and Agreed by:
[Legal Entity Name of CLIENT]:

_____   **JPMORGAN CHASE BANK, N.A.**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date:_____   Date:_____