



GRANT AGREEMENT

This Grant Agreement (the “Agreement”), dated as of March 1, 2025 (the “Effective Date”) is by and between the **Cities for Financial Empowerment Fund, Inc.** (the “CFE Fund”), a Delaware non-stock, non-profit corporation with its principal office located at 44 Wall Street, Suite 1050, New York, NY 10005 qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and the **Metropolitan Government of Nashville and Davidson County** (the “Grantee”).

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure (the “Purposes”).

WHEREAS, the CFE Fund has determined that the support of the Grantee in the work contemplated by this Agreement furthers the exempt purposes of the CFE Fund.

WHEREAS, the Grantee has agreed to use the **Financial Empowerment Center Legacy Planning Implementation Grant** funds provided by this Agreement (the “FEC Legacy Planning Implementation Grant” or the “Grant”) to support the Purposes by managing the implementation and operation of the activities set forth in Exhibit A (the “Scope of Work”) and Exhibit B (the “Model”) (Exhibits A, and B collectively, the “Program”).

WHEREAS, the CFE Fund and the Grantee desire to enter into this Agreement to provide for the terms and conditions of the Grant and the Program.

NOW, THEREFORE, the CFE Fund and the Grantee agree as follows:

1. Grant.

For the purposes of this Grant, Year 1 shall be understood to mean the 12-month period from March 1, 2025 to February 28, 2026 (Legacy Planning Year 1). Year 2 shall be understood to include the 12-month period immediately following Legacy Planning Year 1 – March 1, 2026 – February 28, 2027 (Legacy Planning Year 2).

The CFE Fund pledges and agrees to provide the Grantee an additional grant in the form of cash in the amount of \$50,000 (FIFTY THOUSAND DOLLARS) for implementing legacy planning. The Grant funds will be paid in U.S. Dollars in accordance with Section 6, titled “Payment of Grant”.

2. Use of Grant.

The Grant is to be used only for the purposes outlined in the Program and in accordance with the specific allocations identified in the budget included in Exhibit C (the “Grantee Budget”). The work detailed in the Request for Proposal should be executed in accordance with Scope of Work. The Grantee must obtain the prior written consent of the CFE Fund before using the Grant for goods or services outside the Scope of Work; the failure to comply with this provision may invalidate any obligation of the CFE Fund to pay any invoices for such goods or services and constitute breach of this Agreement.

3. Term.

- (a) The term of this grant will begin as of the Effective Date and end no later than February 28, 2027 (the “Grant Term”). Any funds not used by the end of the Grant Term toward the purposes of this Grant will be returned to the CFE Fund within thirty (30) days after the end of the Grant Term unless otherwise agreed upon by both parties in writing in advance.
- (b) This Agreement may be terminated at any time prior to its scheduled termination as set forth above:
 - (i) By either the CFE Fund or the Grantee without cause by giving the other party sixty (60) days’ prior written notice;
 - (ii) Immediately by a non-breaching party following a material breach of this Agreement by the other party and the expiration of a ten (10) day “cure” period after the non-breaching party shall have given notice to the breaching party of such breach; or;
 - (iii) Immediately by the CFE Fund when its objectives can no longer be advanced through the relationship set forth in this Agreement, without limitation, by the Grantee’s administration of any Vendor Contract (as defined below).
- (c) If the Agreement is terminated by either party for any reason, CFE Fund will have no further obligation to make any payments to the Grantee, except for work already completed but not yet paid for prior to the termination; provided, that (i) such work is within the Scope of Work or (ii) if such work is beyond the Scope of Work, the prior written consent of the CFE Fund has previously been obtained.

4. Vendor(s)

- (a) The CFE Fund hereby appoints the Grantee as its sole and exclusive agent with respect to any community-based 501(c)(3) organizations, governmental organizations, consultants, or other private entities (each a “Vendor”) engaged by the Grantee to support the implementation of the Program. Each Vendor may rely upon the direction and instruction of the Grantee.
- (b) The Grantee shall administer all aspects of each contract entered into with any Vendor for purposes of this Agreement (the “Vendor Contracts”), including, without limitation, payment of Vendor(s)’ invoices, managing and overseeing the performance of each Vendor under the Vendor Contracts and monitoring such Vendor’s adherence to its duties, obligations and responsibilities thereunder.
- (c) Notwithstanding the above, Grantee shall notify CFE Fund in a timely, written manner of any Vendors engaged for the purposes of this Agreement.

5. Conditions of Disbursement of Grant.

- (a) Grantee shall be eligible to receive funds upon the fulfillment of the following conditions:
 - (i) FEC Legacy Planning Implementation Grant Year 1 funds:
 - a. Receipt by the CFE Fund of a fully executed Agreement, which includes Grantee Budget.
 - (ii) FEC Legacy Planning Implementation Grant Year 2 funds:
 - a. Satisfactory completion of contract deliverables as defined in the Scope of Work at the end of Year 1 and submission of a Year 1 status report through the CFE Fund’s grant interface.
- (b) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
 - (i) Timely receipt of all Grantee reports as detailed in the Scope of Work.
 - (ii) Satisfactory performance of this Agreement in accordance with the Scope of Work.
 - (iii) The Grantee covenants and agrees that it shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, the CFE Fund’s exempt status under the Internal Revenue Code, or which could hinder the CFE Fund’s ability to fulfill its charitable mission.

(c) Grant Payout Schedule:

(i) Legacy Planning Year 1 funds:

- a. 100% of Year 1 funds (\$25,000) will be paid upon fully executed Agreement, pending Grantee meeting requirements in 5(a)(i).

(ii) Year 2 funds:

- a. Initial 60% of Year 2 funds (\$15,000) will be paid at the start of Legacy Planning Grant Year 2, pending Grantee meeting requirements in 5(a)(ii).
- b. Final 40% of Year 2 funds (\$10,000) will be paid upon the satisfactory submission of final deliverables as defined in the Scope of Work, and documentation of Program expenditures in detailed line-item accounting (including attachments if necessary) of at least the \$40,000 of grant funds already disbursed, along with a plan for spending of remainder of Grant funds within two months, if not already spent. Grantee will be responsible for providing documentation of the full spending of the \$50,000 Grant in detailed line-item accounting, if not already spent at the time of the final report's submission.

6. Payment of Grant.

Subject to the fulfillment of the conditions set forth in Section 5:

- (a) The CFE Fund may increase the Scope of Work and corresponding outcome requirements and make concomitant payment adjustments as funds become available to expand services. Any increase in the Scope of Work and subsequent outcome goals would be made in consultation with the Grantee and the Vendor(s).
- (b) Services provided by the Grantee to clients beyond the Grant Term shall not be within the Scope of Work under this Agreement and shall not be included in the Grant.

- (c) The CFE Fund can make payment in one of two ways. Please initial in ONE of the boxes to select the requested payment option.
- i. For electronic payment: The CFE Fund will make an electronic payment through the CFE Fund's payment system, bill.com. The Grantee authorizes the below employee to create an account and enter the Grantee's appropriate bank routing and account number into bill.com. The Grantee will ensure that account information in bill.com is accurate throughout the life of the Grant.

Initial Here for
Electronic Payment and to
Authorize Staff Member

☐

- ii. For payment by check: The CFE Fund will issue a check to the Grantee at the address provided:

Initial Here for
Payment by Check

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- (d) The CFE Fund's ability to pay out this Grant is dependent on the timely receipt of Grant funding from institutional funder(s). In the event that the CFE Fund has not received sufficient or timely funding from these funder(s), the CFE Fund may elect to postpone, reduce, or eliminate this Grant prior to disbursement.

7. Covenants.

During the Grant Term, the Grantee is expected to adhere to the terms and conditions below and outlined in Exhibit A (the "Scope of Work"). Failure to adhere to these conditions will constitute an act of default and result in the Grantee's obligation to return part or all of the Grant funds to the CFE Fund and the termination of any obligation of the CFE Fund to pay subsequent invoices submitted after such default. In such a case, the CFE Fund will determine in its sole and absolute discretion the percentage of the Grant to be returned. Cessation or reclamation of Grant funding by the CFE Fund may also result in the Grantee's elimination from consideration for investment from the CFE Fund in any other form. In the event that the CFE Fund terminates the Grant as provided herein, the Grantee shall return Grant funds to the CFE Fund within the time period specified by the CFE Fund upon termination.

During the Grant Term and beyond as applicable, the Grantee under this Agreement agrees to:

- (a) Coordinate the overall implementation of the Program with respect to the Program. The Grantee will oversee and direct the work of all partner organizations with

respect to the Program, including its nonprofit, referral, integration and training partners and Vendor(s). In particular, the Grantee will monitor and manage any Vendor(s) to ensure proper implementation in conformance with the Scope of Work and will serve as the main point of contact with the Vendor. The Grantee and its Vendor(s), if any, will draft and sign an agreement that will memorialize this understanding and submit a timely, written copy of such sub-agreement to CFE Fund.

- (b) Adhere to the uses of the Grant detailed in the Request for Proposal.
 - (i) This Grant is made only for the purposes of implementing the Scope of Work pursuant to the Request for Proposal and this Agreement. Any Grant funds not expended or committed for these purposes within the Grant Term will be returned to the CFE Fund. Any prospective changes in the use of this Grant totaling over ten percent (10%) of any individual budget line must be submitted in writing to and approved in advance by the CFE Fund.
 - (ii) The Grantee will provide immediate written notification to the CFE Fund if significant changes or events occur during the Grant Term which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in the Grantee's or any Vendor(s)' management personnel or lead staff member(s) responsible for implementing the Program, loss of funding or other extenuating circumstances which could affect the Grantee Budget or any Vendor(s)' budget. The CFE Fund, in its sole and absolute discretion, will determine if requests for budget modifications are warranted.
- (c) To the extent that any Vendor is a tax-exempt entity, to confirm the tax-exempt status of such Vendor at the time of each payment, and ensure that that each such Vendor is maintaining all authorizations, filings, exemptions, insurance, etc. required of a Vendor to perform its duties within and outside this Agreement.

The Grantee also agrees to provide immediately any correspondence from the Internal Revenue Service or other related agencies regarding the above.
- (d) Cooperate in the monitoring, evaluation, and reporting of work, as detailed in the Scope of Work and as set forth in Exhibit E (“Reporting”).
- (e) Adhere to the CFE Fund financial compliance stipulations.
 - (i) The Grantee will maintain financial records to clearly account for the Grant funds from the CFE Fund and proper expenditures in furtherance of the Grant. The Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Grantee shall retain original substantiating documents related to the specific Grant expenditures and make these records available to the CFE Fund and Bloomberg Family Foundation (“Foundation”) upon request.

- (ii) The CFE Fund reserves the right to audit the Grantee's financial and other records to ensure the proper utilization of its Grant funds. During, and at least three years following the end of the Grant Term, the Grantee must maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of the CFE Fund Grant funds.
- (f) Adhere to the CFE Fund's marketing and communications guidelines.

The Grantee agrees to adhere to the marketing and communication guidelines of the CFE Fund as set forth in Exhibit A (as it may be amended, modified, supplemented or otherwise revised), and any Grant-relevant CFE Fund partners, including the Foundation, as provided by the CFE Fund and as applicable.
- (ii) Execution of this Grant agreement provides the CFE Fund and its institutional funders(s) the right to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. Whenever feasible, the CFE Fund will share these materials with the Grantee prior to publication and give appropriate credit to the Grantee as the provider of this information. The Grantee and its Vendor(s), if any, will be expected to cooperate in any public education or outreach effort undertaken in connection with this Grant, which may include other CFE Fund programs.
- (g) Adhere to the following prohibitions on the use of the Grant. Under no circumstances will the Grantee or any other organization receiving the CFE Fund's Grant funds use these funds directly or indirectly for the following purposes or activities:
 - (i) Make a Grant to an individual for travel, study or other similar purpose, as described in section 4945(d)(3) of the Code.
 - (ii) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-Grants to any entity that engages in these activities.
 - (iii) Influence legislation, especially for the benefit of the CFE Fund or any of its affiliates or funders, including by publishing or distributing any statements, or any campaign in support of or opposition to any pending legislation.
 - (iv) Any other purposes outside what is stated in the Request for Proposal without express written permission from the CFE Fund.

8. Compliance with Laws.

Grantee shall comply with, and shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program comply with, all local, state and federal laws

(including common laws), ordinances, codes, rules and regulations regarding the Program and Grantee's obligations and performance under this Agreement. Grantee shall obtain and maintain, and shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program obtain and maintain, any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement.

9. Liability.

Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions.

10. Non-Impairment of Charitable Status.

The Grantee covenants and agrees that it shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, the CFE Fund's exempt status under the Internal Revenue Code, or which could hinder the CFE Fund's ability to fulfill its charitable mission.

11. Confidentiality.

All reports, information or data furnished to or to be prepared or assembled under this Agreement are to be held confidential, unless otherwise herein provided (including, without limitation, the terms and conditions set forth in Section 7(e) and the Scope of Work) or when subject to disclosure by law including but not limited to the provisions of the Tennessee Public Reports Act. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, Tennessee Public Records Act, order or other judicial or governmental process shall not be considered a breach of this Agreement. CFE Fund acknowledges that any document provided to Grantee may become a public record subject to disclosure under the Tennessee Public Records Act. Within seven (7) days of receipt of a subpoena, summons, or request pursuant to the Tennessee Public Records Act, order or other judicial or governmental process, or a request under the Freedom of Information Act, Grantee will provide CFE Fund notice of such receipt. Unless such notice period would cause Grantee, in its sole determination, to violate applicable law or judicial or governmental process, such notice to the CFE Fund shall precede any response to such requests by at least seven (7) days. Failure to provide notice to CFE Fund of receipt of a subpoena, summons, request pursuant to the Tennessee Public Records Act, order, or other judicial or governmental process, or a request under the Freedom of Information Act shall not be considered a breach of this Agreement.

12. Intellectual Property.

All ownership, title, interest, and intellectual property rights of documents, templates, and other materials provided by the CFE Fund shall remain solely the CFE Fund's. Nothing in this section or agreement is intended to, and shall not be construed to, transfer any property rights or any intellectual property rights to Grantee to materials developed by the CFE Fund. The Grantee may use the CFE Fund's intellectual property (i) for internal planning processes; (ii) in furtherance of the Scope of Work; and (iii) if otherwise expressly authorized by the CFE Fund. Any unauthorized disclosure of the CFE Fund's intellectual property without expressed authorization shall be considered a breach of this Agreement. The Grantee agrees that the CFE Fund may reproduce, publish, or otherwise use the work product generated during the Grant Term without any restriction whatsoever, including any requirement for approval from the Grantee.

13. Non-Assignability.

The Grantee shall not assign, transfer, subcontract, convey or otherwise dispose of this Agreement or of its rights, obligations, responsibilities, or duties hereunder or under any Vendor Contract, either in whole or in part, without the prior written consent of the CFE Fund.

14. Compliance with Anti-Discrimination Rules.

In its use of Grant funds provided by the CFE Fund, and in the course of all development, marketing, and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

15. Severability of Provisions.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable, and legal.

16. Entire Agreement.

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter of this Agreement and replaces and supersedes all prior agreements and understandings of the parties. This Agreement may be amended or modified only by a writing executed by the parties hereto.

17. Binding Agreement.

Notwithstanding any other provision of this Agreement, the parties agree that this Agreement constitutes a legal, valid, and binding agreement of each party, and is enforceable against each party in accordance with its terms.

18. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY EXPRESSLY AND IRREVOCABLY RELEASES, WAIVES AND RELINQUISHES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR CAUSE OF ACTION IN WHICH ANY OF THEM ARE PARTIES, WHICH IN ANY WAY (DIRECTLY OR INDIRECTLY) ARISES OUT OF, RESULTS FROM OR RELATES TO ANY OF THE FOLLOWING, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL BASIS: (I) THIS AGREEMENT; (II) ANY PAST, PRESENT OR FUTURE ACT, OMISSION, CONDUCT OR ACTIVITY WITH RESPECT TO THIS AGREEMENT; (III) ANY TRANSACTION, EVENT OR OCCURRENCE CONTEMPLATED BY THIS AGREEMENT; (IV) THE PERFORMANCE OF ANY OBLIGATION OR THE EXERCISE OF ANY RIGHT UNDER THIS AGREEMENT; AND (V) THE ENFORCEMENT OF THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY FURTHER AGREES THAT THIS AGREEMENT CONSTITUTES ITS WRITTEN CONSENT THAT TRIAL BY JURY WILL BE WAIVED IN ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION AND AGREES THAT EACH OF THEM WILL HAVE THE RIGHT AT ANY TIME TO FILE THIS AGREEMENT WITH THE CLERK OR JUDGE OF ANY COURT IN WHICH ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION MAY BE PENDING AS WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

19. Amendment.

The CFE Fund shall consider, but is not obligated to agree to, requests by the Grantee to amend the terms of this Agreement. Amendments to this Agreement shall be made only after (i) the CFE Fund has received written request from the Grantee stating the nature of the amendment request, and (ii) the CFE Fund has executed a written agreement describing the terms of the amendment.

20. Counterparts.


This Agreement may be executed in any number of counterparts, including by facsimile or other electronic means of communication, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

21. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by electronic mail, telefacsimile or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) at the respective party's address listed on Exhibit F ("Notices") or (b) at such other address as may be designated by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

**CITIES FOR FINANCIAL EMPOWERMENT
FUND, INC.**

By: 
Name: Jonathan Mintz
Title: President and Chief Executive Officer

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY,
METROPOLITAN ACTION COMMISSION**

By: _____
Name: Freddie O'Connell
Title: Mayor

**Signature Page for the Metropolitan Government of Nashville and Davidson County
Cities for Financial Empowerment Fund, Inc.
Financial Empowerment Center Legacy Planning Implementation Grant**

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

APPROVED AS TO PROJECT SCOPE:

[See Previous Page] _____
Metropolitan Mayor

APPROVED AS TO FINANCIAL MATTERS:

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

FILED IN THE OFFICE OF THE CLERK

Metropolitan Clerk

DATE: _____

Scope of Work

Where there may be discrepancies, this Scope of Work supersedes both the Request for Proposal and the Grantee Proposal.

- I. As part of the Financial Empowerment Center Legacy Planning Implementation Grant, the Grantee will:
 1. **Implement the FEC initiative in accordance with the model requirements (Exhibit B) provided by the CFE Fund, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on a set of training standards, data collection, and active partnership with the selected financial counseling provider(s) to manage the work. This financial counseling provider role either must be a nonprofit organization or a local government agency. The selected financial counseling provider(s) is hereafter referred to as the “Financial Counseling Provider”.**

The Grantee will maintain an active signed agreement with the Financial Counseling Provider(s), unless the Grantee provides the financial counseling services itself. If the existing agreement with the Financial Counseling Provider(s) is set to expire before the end of the Term, it should be renewed by amendment or with a new agreement, assuming the Grantee intends to proceed with the Financial Counseling Provider(s). The fully executed agreement(s) with the Financial Counseling Provider(s), and any amendments or new agreements, must be shared with the CFE Fund. The Grantee will provide immediate written notification to the CFE Fund if significant changes or events occur during the Term which could potentially impact the progress or outcome of its adherence to the FEC Model, including, without limitation, changes in the Grantee’s or any Vendor(s)’ management personnel or lead staff member(s) responsible for managing the FEC, loss of funding or other extenuating circumstances which could affect the FEC. The Financial Counseling Provider(s) must be approved by the CFE Fund, with such approval not to be unreasonably withheld, conditioned, or delayed. Any changes to or at the selected Financial Counseling Provider(s) during the Term including but not limited to adding additional providers, termination of providers, and staffing changes, must be approved by the CFE Fund, with such approval not to be unreasonably withheld, conditioned, or delayed.

2. **Identify a manager from the City/County (the “Local Government Manager”) who will monitor all FEC activities, including the following:**
 - a. Serve as the contact person between the Grantee and the CFE Fund for all program management activities with the expectation that the Local Government Manager will devote the necessary time to the FEC initiatives as needed, along with other required job functions if applicable.
 - b. Supervise overall program implementation, and management; and support service delivery, including monitoring efforts and troubleshooting.

- c. Monitor the work of the Financial Counseling Provider(s), including but not limited to service delivery, counselor training and Code of Ethics adherence, reporting and progress towards target goals (number of sessions and outcomes).
- d. Coordinate all partnership development efforts to ensure FEC counselors are deployed effectively, including working closely with the Financial Counseling Provider(s) to identify, develop and maintain such partnerships, conduct outreach to initiate partnerships, and monitor progress.
- e. Participate in regular calls with the CFE Fund to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
- f. Track progress and service delivery through the Financial Empowerment Center Boost Outcomes Tool database (“FECBOT”) for at least the Grant Term.
- g. Participate in all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, any continuing education sessions, and CFE-Fund hosted trainings.
- h. Participate in all learning community activities, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - i) Attendance at national gatherings hosted by the CFE Fund.
 - ii) Participation in ad-hoc webinars or conference calls with other grantees and partners.
 - iii) Involvement in written communications about the work, which could include features on the CFE Fund website, newsletter, or written briefs.
- i. Coordinate fundraising and sustainability efforts, including identifying public and private funds for Year 2 to sustain the FEC, as well as exploring opportunities to further embed the work within the government.
 - i) Grantee will submit a Year 2 match funding proposal within nine months of the launch of the FEC.

3. Ensure that the Financial Counseling Provider(s) is delivering the service effectively and following the model requirements provided by the CFE Fund.

- a. Sign an agreement with the Financial Counseling Provider(s) that has a detailed scope of work including but not limited to requirements for staffing; counselor training; day-to-day operations; facilities; counselor deployment; use of the FECBOT and data security; partnership development; communications, and outcomes. The agreement with the Financial Counseling Provider(s) must remain active in order for the FEC to operate. If the initial agreement with the Financial Counseling Provider(s) is set to expire before the end of the Grant Term, it should be renewed by amendment or with a new agreement, assuming the Grantee intends to proceed with the Financial Counseling Provider(s). Once signed, the fully executed agreement with the Financial Counseling Provider(s), and any amendments or new agreements, must be shared with the CFE Fund. The Financial Counseling Provider(s) must be approved by the CFE Fund, with such approval not to be unreasonably withheld, conditioned, or delayed. Any changes to or at the selected Financial Counseling Provider(s) during the Grant Term, including but not limited to adding additional providers, termination of providers, and staffing changes, must be approved by the CFE Fund.

- b. Ensure that the Financial Counseling Provider(s) has identified a manager (the “FEC Manager”) to oversee the day-to-day operations and serve as the main contact for the Grantee and the CFE Fund.
- c. Support efforts to hire and train the financial counselors.
 - ii) Confirm all FEC staff members are trained in accordance with the CFE Fund-approved training plan.
 - iii) Support continuing education efforts, including identifying opportunities for counselors to learn about existing and new government programs.
- d. Work closely with the Financial Counseling Provider on day-to-day operations, reporting needs, partnership development, counselor supervision and sustainability efforts.
- e. Ensure, with the Financial Counseling Provider, that no material changes to operations are made without the prior approval and consent of the Grantee including change in hours of operation, staffing, partnerships, and locations.
- f. Work with the Financial Counseling Provider to monitor and track the quality of the service delivered and address any program issues.
- g. Support and inform the Financial Counseling Provider to develop and implement an effective deployment strategy for counselors based on City/County priorities, geographic needs, target population, partnership opportunities or other needs.
- h. Ensure that the FEC database is used for at least the duration of the grant for data collection and reporting; and that data security and client confidentiality protocols are in place.
- i. Ensure that the Financial Counseling Provider staff members attend all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, database trainings, any continuing education sessions, and CFE Fund-hosted trainings, as well learning community activities.

4. Coordinate efforts, along with the Financial Counseling Provider(s), to identify, secure and manage programmatic partnerships.

- a. Launch the FEC with a minimum of eight partnerships with internal City/County agencies or external community organizations (each, a “Program Partner”), with the goal of referring clients to the FEC.
- b. On an ongoing basis, work to deepen partnerships to ensure an effective and efficient process for clients of the partner organizations to access FEC services. Common strategies for integration design include:
 - i) Defined Referral Process: Program Partner’s case manager directs client to an FEC counselor or the referral is embedded within the program.
 - ii) Co-Location: An FEC counselor serves clients on site with the Program Partner on a regular basis.
 - iii) FEC Participation Integrated Fully: FEC services have become a normal part of the client journey for the partner organization. The Program Partner has formalized incentives, or has made FEC counseling an eligible way to fulfill general program requirements with the goal of fully integrating FEC services into the partner organization’s client journey.
 - iv) Coordinated Case Management: The FEC and Program Partner meet or communicate regularly to discuss client progress, encourage client retention and multiple session attendance, and work collaboratively to ensure an effective referral process.

- v) Regular Reporting: The FEC regularly shares information about program/client progress with the Program Partner.
- vi) Data Sharing Agreement: The FEC and Program Partner have executed a data sharing agreement to govern how client information is shared.
- vii) Supervitamin Study: The FEC and Program Partner have identified partner-specific outcome metrics and goals that they believe may be positively impacted by the integration of FEC services and are actively monitoring if said metrics are improving among clients receiving FEC services.
- c. Once launched, continue to identify and secure new programmatic partnerships within a range of services and locations, including within local government programs, nonprofit services or private companies.
- d. Work with Financial Counseling Provider to assess partnerships, ensuring effectiveness and impact.

5. Adhere to the following CFE Fund marketing and communications guidelines.

- a. Acknowledgements by the Grantee relating to the Grant will be given to “the Cities for Financial Empowerment (CFE) Fund”.
- b. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo are always included with the FEC logo.
- c. Prior written approval of the CFE Fund is required before the Grantee, or any employees, servants, agents or independent Grantees may, at any time, before, during or after completion or termination of this Agreement, make any statement to the press, make a public announcement or issue any material for publication through any medium of communication bearing on the work performed or data collected under this Agreement.
- d. The Grantee agrees to provide details about all Grant-related marketing and communication materials and events to the CFE Fund reasonably in advance to jointly determine appropriate branding opportunities for the CFE Fund and any relevant CFE Fund partners, including the Foundation. Materials include but are not limited to websites, newsletters, media releases, public announcements, event invitations and programs. The Grantee will request permission from the CFE Fund before using or modifying the FEC Public and FEC logos and related branded materials.
- e. The CFE Fund will provide specific communication protocols, including the guidelines in Exhibit F (the “Financial Empowerment Center Branding Assets Template”). Grantee also shall provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.
- f. The Grantee shall not make any statement or otherwise imply to donors, investors, media, or the general public that the Foundation directly funds the activities detailed in the Scope of Work.
- g. The Grantee and its Vendor(s) may not publicly announce the receipt of this Grant or its details until the CFE Fund and its institutional funder(s) have made their official announcement or have otherwise given permission in writing.

6. Implement Legacy Planning as part of the FEC Model.

- 1. Incorporate legacy planning into the FEC model by providing FEC clients with legacy planning services and access to complete a will-based legacy plan through the

CFE Fund’s selected online will-generation software. The FEC is responsible for the following:

- a. Ensure all necessary FEC staff members (FEC Local Government Manager, FEC Program Manager, and FEC Counselors) complete the required legacy planning training provided by the CFE Fund, including the Code of Ethics and Professional Practices (v 2025) (as defined in Exhibit H – “Code of Ethics and Professional Practices”).
 - b. CFE Fund has established both “Standard” and “High Performing” benchmarks for Year 1 and Year 2. At a minimum, Grantees are required to meet the Standard Year 1 and Year 2 benchmarks on the average number of legacy planning counseling activities achieved per full-time counselor (as defined in Exhibit G – “CFE Fund Public Outcome Definitions and Calculations”) and the average number of will-generation software referral links distributed per full-time counselor:
 - i. “Standard” Year 1 and Year 2 Benchmarks:
 - i. An average of **3% of all Counseling Activities achieved** should occur in the Legacy Planning Service Plan per full-time counselor in Year 1, and an average of **5% of all Counseling Activities achieved** should occur in the Legacy Planning Service Plan per full-time counselor in Year 2.
 - ii. At least **3% of all clients** receive a will-generation referral link per FEC in Year 1, and at least **5% of all clients** receive a will-generation referral link per FEC in Year 2.
 - ii. “High Performing” Year 1 and Year 2 Benchmarks:
 - i. An average of **10% of all Counseling Activities achieved** should occur in the Legacy Planning Service Plan per full-time counselor in Year 1, and an average of **15% of all Counseling Activities achieved** should occur in the Legacy Planning Service Plan per full-time counselor in Year 2.
 - ii. At least **10% of all clients** receive a will-generation referral link per FEC in Year 1, and at least **15% of all clients** receive a will-generation referral link per FEC in Year 2.
2. The Grantee agrees to adhere to the following marketing and communication guidelines.
 - a. The Grantee and any Vendor(s) may not publicly announce the receipt of this Grant or its details until the CFE Fund has made its official announcement or has otherwise given permission in writing.
 - b. Prior written approval of the CFE Fund is required before the Grantee or any employees or agents make any statement to the press, make a public announcement, or issue any material for publication through any medium of communication bearing on the work performed or data collected under this MOU.
 3. To support the incorporation of legacy planning into the Financial Empowerment Center Model, the CFE Fund will complete the following:
 - a. Provide training for all FEC staff on national topics relevant to legacy planning and delivery methods, as well as training on online will-generation software;
 - b. Add features to FECBOT to track legacy planning efforts;

- c. Coordinate regular opportunities for the Grantee to provide feedback and insights to advance program design and implementation;
- d. Provide guidance on outreach, messaging, and data collection;
- e. Collect, analyze, and share client feedback on legacy planning services; and
- f. Support Grantee efforts through learning community calls and be available via email.

II. FECBOT Database and Experian Connectivity

1. During the Grant Term, the Grantee will use the CFE Fund's FEC database, FECBOT. The Grantee must obtain prior written approval from the CFE Fund before anyone at the FEC will be granted access to the FECBOT database. The CFE Fund will provide licenses for FEC program-essential personnel, such as the Financial Counselors, the FEC Manager, and the Local Government Manager (each, a "User"). However, all non-essential Users are subject to licensing fees and reasonably related management costs.
2. The Grantee will ensure that the Financial Counseling Provider(s) maintains rigorous client confidentiality when using FECBOT and Experian, and follows data collection protocols to ensure client confidentiality:
 - a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports.
 - b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, Local Government Manager, FEC Manager, and a limited number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Grantee's other office locations. Any staff member who is authorized to access FECBOT will be required to sign the FECBOT User Agreement (see Exhibit I – "Sample FECBOT User Agreement") and provide a copy to the CFE Fund's FECBOT Administrator.
 - c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
 - d. Ensure each client understands and signs a Client Service Agreement form approved by the CFE Fund. Grantee must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Service Agreement.
 - e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Grantee client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
 - f. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not

sharing passwords with other employees or by storing passwords where others may access them.

- g. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
- h. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

III. License

- 1. Subject to compliance with all terms and conditions of this Agreement, the CFE Fund hereby provides the Grantee a non-exclusive and non-transferrable license to all Metropolitan Government of Nashville and Davidson County data stored in the FECBOT database during the Grant Term. The Grantee may only use this data for Metropolitan Government of Nashville and Davidson County Financial Empowerment Center program purposes, as permitted in Exhibit I (the "Sample FECBOT User Agreement"), and in accordance with instructions from the CFE Fund.
- 2. The Grantee acknowledges that CFE Fund owns all right, title, and interest in FECBOT, including all intellectual property rights and FECBOT data. Grantee further acknowledges that the CFE Fund has dedicated substantial resources to build, administer, and manage the FECBOT database and it is the sole intellectual property of the CFE Fund. If the Grantee violates the terms of this Agreement, including not effectively administering the terms and conditions in the FECBOT User Agreement, the CFE Fund may, in its discretion, provide Grantee a reasonable opportunity to cure or remedy the violation. Absent acceptable cure, the CFE Fund may terminate this license with reasonable notice to Grantee.

IV. Intellectual Property

- 1. The Grantee, and the Financial Counseling Provider(s), recognizes that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund to the Grantee, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
- 2. The Grantee, and its Financial Counseling Provider(s), will not use, transmit, display or publish, or otherwise license such materials without the CFE Fund's prior written consent.

Financial Empowerment Center Model
(the “Model”)

Please note that this provides a broad overview of the Financial Empowerment Center model (the “FEC Model” or the “Model”). During the course of engagement, the CFE Fund team will be providing further details on all components of the model. The Model has been developed by the CFE Fund in order to ensure consistency and high-quality standards. The Model should be actively followed by the Grantee. The Model may be amended, modified, supplemented, or otherwise revised by the CFE Fund. Any changes to the Model will be communicated by the CFE Fund during the course of technical assistance to the Grantee.

Model:

- Professional, one-on-one and free public service.
- Systematically track data and outcomes for client management and evaluation.
- Connects to a range of local government and nonprofit service delivery systems.
- Prioritizes sustainability efforts to become a permanent service in the locality.

Operations:

- Program implementation and management is led and overseen by the local government.
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies, formalized via MOU.
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in five primary areas: banking, savings, debt, credit, and legacy planning.
- Client retention, critical to outcome achievement, is prioritized as counselors work with clients to make progress on their action plan.
- All program managers and counselors must be trained based on the CFE Fund’s training standards and pass a CFE Fund–administered final exam.

The Financial Counseling Session

As defined for the Model, one-on-one financial counseling and coaching represents a mix of direct service goal setting and light case management provided by highly trained professionals to advise people on their financial and personal goals in the areas of banking, savings, debt, credit, and legacy planning. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions can be either in person or remote (i.e. phone, video) given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client’s financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, access safe and affordable mainstream banking products, prepare for legacy planning, and protect assets. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The Model is a partnership between local government and community-based organizations, with critical and distinct roles for each partner.

Local Government (city or county) plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

Financial Counseling Providers recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

Local and National Counselor Training Partners deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves to further counselors' professional development and understanding of new financial issues that those with low incomes face.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. Partnerships deeply embed financial counseling/coaching into local government and nonprofit programs, advancing both programs' goals. Partnerships can have a variety of characteristics in a scale of increasing integration, which are: formalized via MOU, defined referral process, co-location, FEC participation fully integrated, coordinated case management, regular reporting, data sharing agreement, and Supervitamin Effects Study. Potential complementary program integrations could include: homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners are influential in the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts. The Grantee is required to use FECBOT and participate in all national data collection, tracking, and evaluation activities throughout the Grant Term. The Grantee will have access throughout the Grant Term to all local data collected and is able to create customized reports.

Learning Community

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation. Learning community calls or events are valuable opportunities to learn and share best practices.

Grantee Budget

The CFE Fund will provide \$50,000 to support the Metropolitan Government of Nashville and Davidson County FEC's incorporation of legacy planning services into the FEC model and for general FEC operations. Grant funds may be used for these approved uses: staff commitments, client focus group incentives, managing administrative needs, delivering counselor training, hosting legacy planning events for FEC clients and local stakeholders, or other activities relevant to the incorporation of legacy planning into the FEC model, in line with the following budget.

[Budget on following page]

FEC Legacy Planning Budget		
Instructions: Please break down how you plan to spend the \$50,000 FEC Legacy Planning Grant. It's okay if most line items are listed as \$0.		
Local Government Partner Name:	Nashville	
Local Government	Projected Expense	Expense Narrative Provide a few sentences describing the logic behind this expense.
<i>Personnel</i>		
Local Government FEC Manager Salary	\$ -	
Administrative Support Salary	\$ -	
Fringe Benefits	\$ -	
<i>Other than Personnel Services</i>	\$ -	
Marketing and Outreach	\$ -	
Events	\$ -	
Equipment	\$ -	
Client Management Database	\$ -	
Fiscal Sponsor Fee	\$ -	
Indirect Costs	\$ -	
SUBTOTAL	\$ -	
Financial Counseling Provider	Projected Expense	Expense Narrative Provide a few sentences describing the logic behind this expense.
<i>Personnel</i>		
FEC Manager Salary	\$ 5,000.00	3% bi annual allocation for offsite partner training events/marketing.
Financial Counselors Salary	\$ 25,000.00	3.1% bi annual capacity maintenance allocation
Administrative Support Salary		
Fringe Benefits	\$ 5,250.00	Support relationship to line 21
<i>Other than Personnel Services</i>		
Marketing and Outreach	\$ 4,000.00	\$2k/year community marketing support/engagements
Initial Counselor Training	\$ -	
Ongoing Counselor Training and Continuing Education	\$ 525.00	Probate inquiries-Payment to lawyer for 90 minute to 120 minute one time training
Equipment	\$ -	
Onsite Supplies	\$ 400.00	Printing/Copying expenses
Space & Occupancy Costs	\$ 3,071.00	4% of bi annual FEC occupancy cost
Utilities & Internet Costs	\$ 1,754.00	Additional support to line item #30
Credit Report Pulls	\$ -	
Local & National Learning Network Events (including travel costs)		
Client Incentives	\$ -	
Indirect Costs	\$ 5,000.00	UWGN all around support indirect costs
SUBTOTAL	\$ 50,000.00	
TOTAL	\$ 50,000.00	

Reporting

The Grantee is responsible for submitting reports using the CFE Fund's online grant portal, which can be accessed through the link below:

<https://www.grantinterface.com/Home/Logon?urlkey=CitiesFE>

<u>Reports</u>	<u>Due Date</u>
Legacy Planning Narrative Report and Client Snapshot	September 30, 2025
Legacy Planning Narrative Report and Client Snapshot	March 31, 2026
Legacy Planning Narrative Report and Client Snapshot	September 30, 2026
Legacy Planning Narrative Report and Client Snapshot	March 31, 2027

Narrative Program Report

This report should be completed jointly by the Grantee and the Financial Counseling Provider(s) and address performance, operations, partnerships, staffing and professional development, fundraising and sustainability, budget, grant spending, and next steps.

Client Snapshot

Using the client snapshot template to be provided by the CFE Fund, this report from the Financial Counseling Provider(s) should contain submit 1-2 client stories that share their experience and success at the FEC, and a high-resolution photo (photo submitted separately from the grant portal). The client snapshots will be required semi-annually and should be submitted in conjunction with program report due dates.

Notices

Cities for Financial Empowerment Fund, Inc.

Scott Schwartz

Deputy Contracts and Grants Director

Cities for Financial Empowerment Fund, Inc.

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Grantee

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Financial Empowerment Center Branding Assets Template

(To Be Attached)

CFE Fund Public Outcome Definitions and Calculations

(To Be Attached)

Code of Ethics and Professional Practices

(To Be Attached)

Sample FECBOT User Agreement

A. General Agreement

FECBOT, the Financial Empowerment Center Boost Outcomes Tool, is a safe and central database for Financial Empowerment Centers (FECs) to gauge client impact, manage counselor performance, and report on key metrics to a variety of stakeholders. To protect the system, and the privacy and confidential information of FEC clients and staff, you agree to use FECBOT in a productive, ethical, and lawful manner. You, as a financial counselor, manager, consultant, data analyst, or other staff member who has been authorized to use the FECBOT system (“User”), acknowledge and agree that FECBOT is provided under license, and not owned by you. You do not acquire any ownership interest in FECBOT, its data, materials or products downloaded or stored on FECBOT. You agree that you will use FECBOT in accordance with the limited license granted by the Cities for Financial Empowerment Fund, and subject to all terms, conditions, and restrictions, under this Agreement and as instructed by the CFE Fund, and its FECBOT Administrator or an approved agent of the CFE Fund. The CFE Fund shall not be liable for any loss, cost, expense, or other liability arising out of any use of the FECBOT.

B. Proper Use

Users of FECBOT shall always maintain a professional etiquette when using FECBOT including, but not limited to, communication on the platform, client notes, session notes, and participating in the learning community. Poor language, inappropriate comments, use of profanity, bullying, discriminatory language or conduct and other inappropriate behavior is strictly prohibited.

Platform use and any communications shared or stored throughout the FECBOT system should resemble commonly accepted, professional and respectful business correspondence.

C. Security, Access, and Passwords

You understand that it is your responsibility to maintain a safe and secure environment when accessing, using, or working in FECBOT, and responsible for all local security and access of the FECBOT system.

It is the responsibility of each User to adhere to industry standard IT security guidelines including but not limited to the creation, format, and scheduled changes of passwords. All usernames, passcodes, passwords, and information used or stored on the FECBOT system or its network is the property of the CFE Fund. No User may use a username, passcode, password, or method of encryption that has not been issued to that employee or authorized in advance by the FECBOT Administrator.

No User shall share usernames, passcodes, or passwords with any other person except the FECBOT Administrator or their authorized agent. A User shall immediately inform the FECBOT Administrator and the CFE Fund if they know or suspect that any username, passcode, or password has been improperly shared, used, displayed, or compromised and if IT security has been violated in any way.

Users who have not accessed the FECBOT system for a period of **six (6) months** will be subject to suspension or have their license terminated at the discretion of the FECBOT Administrator without notice.

D. Privacy

All content shared by any User on the FECBOT system, except client data and where excluded by a superseding client agreement, exists in the FECBOT public domain. Therefore, Users should have no expectation of privacy whatsoever in any message, file, data, document, community post, conversation, or any other kind or form of information or communication they have transmitted to FECBOT.

The FECBOT Administrator may also store copies of such data and communications from time to time after they are created and may delete such copies from time to time without notice. You agree that such data and communications may also be used for quality and training purposes at the discretion of the FECBOT Administrator and the CFE Fund.

A User may also extract data from the FECBOT system, consistent with their authorization, training, or as otherwise provided by the FECBOT Administrator, so long as the data extracted maintains an industry standard level of encryption to protect data from unauthorized disclosure and cyber threats. Other data may only be extracted and used upon prior written consent from the FECBOT Administrator, the CFE Fund, or an authorized agent thereof.

Furthermore, the counselor, employee, agent or User of FECBOT acknowledges that any information stored in or shared on the FECBOT system shall not be shared via social media, including, but not limited to, Snapchat, Facebook, Twitter, Instagram, LinkedIn, Pinterest, etc. absent the expressed approval in writing of the declarant, the FECBOT Administrator or the CFE Fund.

E. Cloud System

The CFE Fund maintains a cloud-based data communications network to facilitate all aspects of the FECBOT system. Highly sensitive financial information is stored on the system. Users understand that they may never sign into FECBOT using the password or username of another User of FECBOT. No User shall access, attempt to access, alter, or delete any network document on a computer not authorized by the FECBOT Administrator, CFE Fund, or an authorized agent of the CFE Fund.

All users are required to use industry standard protocols to maintain security from hackers and database intrusion. This includes the limited use of unsecured configurations and ‘open access’ configurations, which shall include, but not limited to, use of public Wi-Fi locations, hardware and software installations from an unapproved third-party, objectively hazardous internet “click-bait”; and settings that permit unnecessary or unauthorized access to or use of IT systems and networks. Computers and network devices that come with a vendor-supplied, factory-default settings that favor connectivity and data sharing over security shall be subject to evaluation by the FECBOT Administrator, the CFE Fund or an approved agent thereof. FECBOT Users **shall not** use FECBOT on any public computer, including, but not limited to, library computers, internet cafes, hotel computers, or otherwise.

F. Confidentiality and Proprietary Rights

FECBOT is the intellectual property, including, but not limited to, all files, documents, templates, forms, guidebooks, training material, communications materials, and other trade secrets of the CFE Fund and is an extremely valuable asset. By signing this agreement, you agree not to jeopardize the system with any

personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail.

Disclosure of confidential information to anyone outside of any approved FEC provider, the FECBOT Administrator, or a staff member of the CFE Fund is strictly prohibited. A User shall ask the FECBOT Administrator if they are unsure whether to disclose confidential information to particular individuals or how to safeguard the company's proprietary rights.

Use of the CFE Fund name, intellectual property, materials, brand names, logos, taglines, slogans, or other trademarks without written permission from the FECBOT Administrator or an authorized representative of the CFE Fund is strictly prohibited.

G. Remedies

Users who violate any provision of this agreement are subject to all adequate remedies available at law and equity, up to and including termination or revocation of a contract, general and special damages, and other equitable remedies allowed by law.

H. Acknowledgement and Review

I, _____, acknowledge that I have received a copy of this FECBOT User Agreement and that I read it, understood it, and agree to comply with it. I understand that the CFE Fund has the maximum discretion permitted by law to interpret, administer, change, modify, or delete my use of FECBOT at any time without any notice. I understand that neither this agreement nor any other communication by the CFE Fund, whether oral or written, is intended in any way to create a contract of employment.

 [SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Signature

 [SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Printed Name

 [SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Date