

Access and Security Manager Agreement

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This agreement with Chase is available in Spanish as a courtesy. If there is any difference in meaning between the Spanish and English versions of this agreement or any related documents we provide you, either now or in the future, the English version is the official document and will prevail. Please consult with a translator if you have any questions.

We suggest you read this document carefully and print a copy for your reference. You may refer back to it at any time by accessing the Legal Agreements tab within the website. To print the document, select File from the menu bar and then select Print. Finally, select OK in the Print Setup box.

Access and Security Manager Addendum to Online Services Agreement

This addendum (the "Addendum") amends and becomes part of the Online Services Agreement ("Initial Agreement," the Initial Agreement, as so amended being herein referred to as the "Agreement") between you and us. The Addendum provides for certain services ("Access and Security Manager") as provided herein. The Agreement governs use of Chase Online for Business Banking, Chase Online for Business Credit Card, JPMorgan Online for JPMorgan Private Client Services and Chase Online for JPMorgan Private Banking, whichever you avail yourself of (the "Online Service").

The following Access and Security Manager Addendum contains terms applicable to both business and personal accounts. A personal account is one used primarily for personal, family or household purposes; all other accounts are business accounts. Sections 1- 5 apply equally to both business and personal accounts, Sections 6-8 apply only to business accounts and Section 9 applies only to personal accounts.

"Access and Security Manager" is a feature that allows customers to delegate certain functions of the Online Service to one or more sub-users. In Sections 1 through 8 below, the term "you" and "your" means the business entity applying for or using the Online Services. If you are the Account Administrator (as defined below), the terms "you" or "your" also mean, as applicable, (a) in Sections 1 through 8 of this Addendum, you in your capacity as an authorized representative of a business entity in whose behalf you utilize Access and Security Manager and (b) in Sections 1 through 5 (as applicable) and Section 9 of this Addendum, you in your individual and personal capacity with respect to your personal accounts, including personal accounts you link to a business account for the Online Service access (and not in your capacity as representative of the business for which you are the Account Administrator).

The terms of the Initial Agreement are incorporated herein and shall continue to apply in all respects, as modified hereby. In the event of any conflict between the terms of the Initial Agreement and this Addendum, the terms of this Addendum shall be controlling. Your use of any of the Online Service or allowing another to use the Online Service shall mean that you agree to the following terms and conditions of this Addendum. The terms of the Initial Agreement are hereby ratified, affirmed and incorporated herein, and shall continue to apply in all respects, as amended hereby.

TERMS AND CONDITIONS APPLICABLE TO BOTH BUSINESS AND PERSONAL CUSTOMERS

1. Definitions and General Terms

Except as otherwise set forth herein, all capitalized terms used but not defined herein shall have the meaning set forth in the Initial Agreement. The following additional definitions are part of this Addendum:

- Authorized User means any person or persons designated by the Account Administrator through the Online Service as authorized to perform certain activities within the Online Service, including without limitation, the ability to access, view and/or transact on all your accounts linked for the Online Service and to communicate with us and receive communications from us, regarding your accounts.
- Account Administrator means any signer on your business or personal accounts or any other person authorized by you to perform the Account Administrator activities designated herein. For Commercial Term Lending loans, Account Administrator also means (if applicable and at our sole discretion) a borrower, guarantor or key principal.
- "IP Security" means an administrative procedure which we recommend that you activate and use with respect to each Authorized User that involves the Account Administrator registering and maintaining a current registration of all Internet Protocol (IP) addresses used by Authorized Users. This registration will be used of for the purpose of assisting us in blocking access to Access and Security Manager from unregistered IP addresses. Adoption of IP Security will only allow access to Access and Security Manager via a mobile device if it is connecting via a registered IP address; connections via a cellular network (e.g., 4G network) will be blocked.

2. Changes to Existing Account Documentation

You agree not to request that a business account be linked to a personal account (or vice versa) if the business account allows multiple signers to transact on the account. You agree not to change business account documentation to change signers, to change names, or to allow additional signers on any account linked for the Online Service until you have first notified us by calling 1-877-242-7372 or writing to us at Chase Online Customer Service, P.O. Box 2558, Houston, TX 77252-9968, to terminate access to such accounts. No such change will be effective until we receive such notice at the phone number or address set forth above and have a commercially reasonable opportunity to act upon it.

3. Warranties; Indemnity

You shall obtain all written authorizations necessary to enable us to perform the Access and Security Manager services and shall furnish us with copies of such authorizations if requested. You agree that you will not use this service for International ACH Transactions, which are prohibited under this Agreement. In addition to the indemnities set forth in the Initial Agreement, you shall indemnify, defend and hold us harmless, our affiliates, and their shareholders, directors, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees, claims, damages, liabilities and causes of actions (including, but not limited to, reasonable attorney fees and disbursements) resulting or arising from: (a) breach by you of any representation, warranty or covenant made by you under the Agreement; (b) failure by you or your

Account Administrator to abide by or perform any obligation imposed upon you or your Account Administrator under the Agreement; (c) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any other person or entity (other than us) involving use of Access and Security Manager; (d) the actions, omissions or commissions of you and your agents, including without limitation, your Account Administrator and any Authorized User relating to the Access and Security Manager services, (e) any transmission or instruction, whether or not authorized, acted upon by us in good faith and in reliance upon the User ID and password, and/or (f) any delay in the execution of any of your instructions to add, delete or modify the access rights of any Account Administrator or any Authorized Users until we have a commercially reasonable opportunity to act upon any notice given in accordance with the terms of this Agreement. We shall provide you with prompt notice of any claims and shall cooperate with you in your defense of any such claims; provided, however, you shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

4. Liability Limitations

We shall use reasonable care in providing Access and Security Manager, and shall not be liable unless it fails to exercise such reasonable care. To the maximum extent permitted by law, we shall not be liable for: (i) any act or failure to act of the Account Administrator, any Authorized User or any third party; (ii) any event or circumstance beyond our reasonable control; or (iii) indirect, special or consequential damages, regardless of the form of action and even if we are advised of the possibility of such damages. NOTE: ACCOUNT ACCESS THROUGH THE ONLINE SERVICE IS SEPARATE AND DISTINCT FROM YOUR EXISTING SIGNATURE ARRANGEMENTS FOR YOUR ACCOUNTS. THEREFORE, WHEN YOU GIVE AN INDIVIDUAL THE AUTHORITY TO ACCESS ACCOUNTS THROUGH THE ONLINE SERVICE, THAT INDIVIDUAL MAY HAVE ACCESS TO ONE OR MORE ACCOUNTS TO WHICH THAT INDIVIDUAL WOULD NOT OTHERWISE HAVE SIGNATURE ACCESS. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY IT WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

5. Authority

You represent and warrant that you are authorized to enter into this Addendum and to bind your business hereto.

ADDITIONAL TERMS APPLICABLE TO BUSINESS ACCOUNTS ONLY (See Section 9, below for Additional Terms Applicable to Personal Accounts Only)

6. Authority of Account Administrator.

You authorize the Account Administrator to appoint any number of Authorized Users to access, view and/or transact on your accounts via the Online Service, to communicate with and receive communications from us via the online service, and you hereby ratify and confirm any and all such activities of the Account Administrator, whether currently existing or in the future, and whether or not such activities are within the scope of authority you granted to the Account Administrator. You further authorize any Authorized User designated by the Account Administrator to access, view

and/or transact on your accounts via the Online Service and to communicate with us via the Online Service, and you hereby ratify and confirm any and all activities of such Authorized Users, whether currently existing or in the future, and whether or not such activities are within the scope of authority you granted to the Account Administrator. You hereby delegate to any Authorized User, any right you have to receive communications from us relative to issues communicated to us by such Authorized User via the Online Service or otherwise. You are responsible for maintaining the security of any User Ids and passwords issued to any Authorized User or Account Administrator and for any financial transactions performed or information received using such User Ids and passwords to the fullest extent allowed by law. You are also responsible for the administration, monitoring and control of any Authorized Users in connection with their use of the Online Service.

7. Issuance of User Ids and Passwords to Account Administrator.

You understand and agree that each Account Administrator is authorized to (1) request us to issue User Ids, passwords or any other security code or device to be used in connection with the Online Service, (2) to receive, act upon, use and disseminate for use by others on your behalf all such User Ids, passwords, codes or devices and all documents and correspondence assigning, confirming or otherwise containing same, and (3) to receive and act upon all other notices, documents and correspondence from us respecting the Online Service including, without limitation, any changes or supplements to the Agreement.

8. Changes to Account Administrator.

You understand and agree to advise us immediately of any changes in the identity of the Account Administrator. Access to the Online Service by the Account Administrator as provided herein shall continue until such time as you have given us written notice of any changes to the Account Administrator and until we have had a commercially reasonable time to act upon such notice. You further understand and agree that changes to the Account Administrator will not automatically affect the access or entitlements of the Authorized Users to your accounts via the Online Service. It is your responsibility to maintain the entitlements of the Authorized Users at all times; provided, however, that we may at its option and without liability to you, suspend access to the Online Service to any user at any time, without prior notice, if we deem it to be reasonably necessary under the circumstances to do so.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO PERSONAL ACCOUNTS

9. Links to Personal Accounts.

You understand that by providing access by an Authorized User to your personal accounts that you are authorizing such Authorized User to (a) view and access such accounts, (b) perform any and all transactions available on the Online Service relative to such accounts, (c) communicate with us about such accounts and (d) receive communications from us about such accounts. You hereby ratify and confirm any and all of the foregoing activities of any Authorized User on your personal account, whether currently existing or in the future, and whether or not such activities are within the scope of authority you intended to grant such Authorized User. You are responsible for maintaining the security of any User IDs and passwords issued to any Authorized User in conjunction with access to your personal accounts, and for any financial transactions performed or

information received using such User IDs and passwords to the fullest extent allowed by law. We shall have no liability to you, your representatives, heirs and assigns for allowing Authorized Users such access to your personal accounts that you, as Account Administrator, have linked for the Online Service. You represent that if the personal account is a joint account with another individual that you have obtained the permission of such individual to allow access by the Authorized User prior to adding such Authorized User and you are responsible for any and all claims arising from your failure to do so. You understand and agree to advise us immediately of any changes in the authority of the Authorized Users to access your personal accounts. Access to your personal accounts via the Online Service by any Authorized Users you have designated shall continue until such time as you have changed the profile of such Authorized Users to prevent such access. It is your responsibility to remove access to your personal accounts by any Authorized Users within the Online Service prior to withdrawing or terminating your position as Account Administrator and you are responsible for any and all claims arising from your failure to do so. You further understand and agree that any subsequent Account Administrator on a business account will have access to your personal accounts that you may have linked for the Online Service (including without limitation, and any and all online history with respect to such personal accounts) until you have requested us to remove such accounts and we have a commercially reasonable time to act upon such request.