

# Online Brokerage Access Agreement

## ACCESS AGREEMENT

This agreement ("Agreement") sets forth the terms, provisions and conditions which will apply to and control any access to or use of the Website Services (as defined below). You agree as follows:

### 1. DEFINITIONS.

As used in this Agreement, (i) the terms "JPMorgan", "Chase", "we", "our" and "us" each means, collectively, any company within the JPMorgan Chase & Co. group, including, but not limited to, JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC (JPMS), and their domestic and international affiliates, from time to time; (ii) the term "you" or "your" means the person who is agreeing to the terms, provisions and conditions of this Agreement, any person and/or entity that owns an account carried by us on whose behalf we grant you access to the Website Services and its and his/her Representatives who use or access any Website Services; (iii) the term "Applicable Laws" means, collectively, applicable statutes, laws, rules, regulations, codes and ordinances, whether federal, state, local, foreign or domestic and whatever called, including the rules, requirements and restrictions of self-regulatory organizations, Sources, Trading Systems, and the laws, rules and regulations applicable in: your jurisdiction, the jurisdiction of the relevant JPMorgan entity with which you do business, and the jurisdiction in which we deem the Website Services to be accessed by you; (iv) the term "Customer Agreement" means, individually and collectively, as applicable and as the context requires, your Brokerage Account Agreement with JPMS, your Agreements for Accounts and Services offered through J.P. Morgan Securities LLC and J.P. Morgan Entities, the Terms and Conditions of Availability of Electronic Services, any other terms and conditions of availability of electronic services provided to you by us, and any other agreement between you and us governing the conduct of your relationship or your account with us; (v) the term "JPMorgan Persons" is defined in Section 7(A); (vi) the term "Content" means any and all research, spreadsheets, reports, offering sheets, information, data, charts, news, documents and other information, analytics, calculators, material, output or content whatsoever contained in or accessible through the Websites or any link therein or otherwise made available by us; (vii) the term "Dispute" means any controversy between you and any JPMorgan Persons arising out of, relating to or in connection with the subject matter of this Agreement; (viii) the term "Expenses" is defined in Section 8; (ix) the term "FINRA" is defined in Section 11(A); (x) the terms "including", "inclusive of" and the abbreviation "e.g." mean "including, but not limited to" unless the context clearly states otherwise; (xi) the term "Market" means individually, and the term "Markets" mean collectively, any and all exchanges, markets, ECNs (electronic trading systems), ATSS (alternative trading systems) or order matching systems; (xii) the term "Provisional Remedy" is defined in Section 11(B); (xiii) the term "Representative" means individually, and the term "Representatives" mean collectively, any person(s) and/or entity(ies) which is(are) authorized to act on your behalf and/or on behalf of the accounts that receive Website Services; (xiv) the term "Source(s)" means the direct or indirect third party vendors, service providers, subcontractors, licensors, authors, publishers and sources of any Website Services made available to you from time to time; (xv) the

term "Trading System" means any trading, order entry or routing system or other communications facility or system that is used to facilitate entry, routing, or processing of orders or trading; (xvi) the term "Third Party Services" mean any and all third party internet sites and on-line systems or software, other than the Websites, used by you from time to time to access, including download, copy, store or use any Website Services; (xvii) the term "Transactions" is defined in Section 5(A); (xviii) the term "User Code(s)" is defined in Section 3(A); (xix) the term "Websites" mean any internet sites and on-line systems or software operated by or for us; and (xx) the term "Website Services" means any and all (a) Websites; (b) account access, trading (including access to Markets and Trading Systems), order entry, wire transfer requests, communication, analytic, modeling, charting and other functionalities, tools, capability, services, systems or software whatsoever contained in or available through any of the Websites; and (c) Content.

## **2. USE OF WEBSITE SERVICES; NO INVESTMENT ADVICE, OFFER OR SOLICITATION; PROPRIETARY RIGHTS.**

1. On the terms and subject to the conditions and limitations set forth herein, you are hereby granted a non-exclusive right to access and use the Website Services. The Website Services may be used solely by you. You represent and warrant that: (i) Representatives are authorized to act on your behalf; and (ii) in the event that you are agreeing to the terms, provisions and conditions of this Agreement in a capacity of a Representative, you are authorized to act on behalf of the accounts for which you place orders, instructions, transactions and/or trades and/or receive Website Services. You shall be fully responsible for the acts and omissions of your Representatives. Furthermore, if you are an entity that owns an account carried by us, you shall cause your Representatives to comply with the terms, provisions and conditions of this Agreement.
2. Your access to and use of the Website Services is subject to compliance with all terms and conditions set forth in this Agreement and your Customer Agreement. This Agreement (as may be modified from time to time as described herein), however, is irrevocable and will survive the termination of your Customer Agreement, your access to, and use of, the Website Services, and your account with us. You agree that if you use any Website Services after such notification of changes in the Agreement, you will be bound by all such changes.
3. You shall fully comply with all of our and the applicable Sources' requirements and restrictions relating to the Website Services, the use, access, storage and redistribution thereof, and any and all Applicable Laws. In order to ensure compliance with contractual restrictions and obligations imposed by the Source(s), you shall promptly answer our questions as well as the questions of the Source(s), and shall cooperate with other measures we may take in good faith to fulfill our obligations to the Source(s). If you become aware of any unauthorized use, access to, storage or redistribution of the Website Services or violations of any Applicable Laws, you will notify us in writing immediately.
4. You acknowledge that the Website Services are for informational purposes only and do not constitute investment advice or an offer to sell or a solicitation of an offer to buy any security, other investment (including futures, options, and foreign exchange), strategy, or investment service which may be referred to in the Website Services. You also acknowledge that not all securities, other investments, or trading or investment strategies are suitable for or are eligible to be offered to all investors. If you have any questions about any security, other

investment, trading or investment strategy, or investment service, we urge you contact your account representative.

5. Although the Website Services may give you access to our or a third party's research, as well as indicative pricing and other materials relating to specific securities or other investments, such research, indicative pricing and other materials are not and should not be construed to be an offer or solicitation of any kind whatsoever. We are not providing investment advice through the Website Services and we do not represent that any securities, other investment, or trading or investment strategies referred to therein are suitable for you. In fact, such securities, other information or strategies may not be suitable for you.
6. You agree to make your own independent evaluation of the investment merits and suitability for you of any such securities or other investments or strategies.
7. You agree not to use the Website Services as tax, financial, legal or accounting advice.
8. You acknowledge and agree that all aspects of the Website Services are commercially valuable proprietary, copyrighted and/or patented products and trade secrets of JPMorgan or the applicable Source(s) thereof, and are protected by applicable copyright, patent, trademark and/or other intellectual property law. Except to the extent expressly authorized by us or the applicable Source(s), you may not disclose, reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, or commercially exploit the Website Services in any manner (including electronic, print or other media now known or hereafter developed) without our written consent. In addition, you shall not (i) remove or modify any disclaimer or copyright or trademark notice contained in any Website Services or in anything copied or downloaded from any Website Services; or (ii) reverse engineer, disassemble, decompile, or use any other means to attempt to discover or to discover source code contained in any Website Services. Use of the Website Services in violation of this Agreement, or any applicable law, rule or regulation (whether of the United States or other countries), or the rights of the applicable Source(s) or any third party is prohibited. You agree not to use the Website Services for any unlawful purposes and to comply with any and all good faith requests from us and the applicable Source(s) to protect our and the applicable Source's respective rights in the Website Services.

### **3. USER CODES; RESPONSIBILITY.**

1. We and/or a Source may provide you with identifiers and/or security devices or prescribe security procedures relating to use or access to some or all of the Website Services, which may include digital certificate(s), user name(s) and/or password(s) which may be required to access or use the Website Services (collectively, "User Code(s)"). You agree that (i) you shall not, nor shall you permit any other person to, remove, modify, exchange, disable, penetrate or otherwise defeat any such security devices or procedures; (ii) you will take all necessary actions to preserve the confidentiality of such User Codes; (iii) you are responsible for all acts or omissions that occur under any such User Code; and (iv) you shall notify us immediately in writing in the event that you learn that: (a) any such User Code is lost, stolen, or improperly disclosed to a third party; (b) the authority of any Representative provided with User Codes has been or is about to be terminated; (c) the confidentiality of any User Code has been compromised in any way; or (d) you learn about a possible or actual unauthorized access to and/or use of the Website Services. Moreover, you shall not and you shall not permit any person to use any User Codes assigned to another person.

2. You agree that, notwithstanding any research, support or tools we provide to you, you hereby assume full responsibility for, and shall ensure compliance with any and all requirements and restrictions of JPMorgan and/or Source(s) that may apply to (i) the use of any of the Website Services under User Codes; (ii) any communication to or from you or any other person who accesses any of the Website Services under User Codes; or (iii) any transaction executed through, or order or instruction communicated using any of the Website Services under User Codes. In particular and without limitation, you assume full responsibility for ensuring that you are qualified to transact in securities pursuant to Applicable Laws. Further, you will (A) provide us with all terms and conditions relevant to all orders transmitted through Website Services under User Codes; (B) designate any securities short sales communicated through Website Services under User Codes as such; and (C) prior to entering an order, advise us of any legal restrictions on the transfer of any securities you sell and provide any necessary documents to us (including prospectuses or opinions) to satisfy legal transfer requirements, in each case in (A) through (C) above, all in accordance with Applicable Laws. You are solely responsible for any delays, expenses and losses associated with compliance or failure to fulfill any responsibility or comply with any requirement set forth herein. Moreover, you shall provide us with, and if you are an entity that owns an account carried by us, you shall ensure that your Representatives provide us with, any and all information and assistance necessary for us to comply with Applicable Laws or to respond satisfactorily to any query or request from any applicable government agency or instrumentality, regulator, Market, or self-regulatory organization in relation to your access to or use of Website Services.
3. You hereby represent and warrant to us that all information previously and in the future communicated to us as part of the process of issuing any User Code or in the course of you accessing or using any Website Services is truthful and accurate.

#### **4. MODIFYING YOUR USE OF WEBSITE SERVICES.**

We and/or the Source(s) at any time (i) with or without notice, may monitor, modify any aspect of, limit or terminate your use of or access to any and all of the Website Services; and (ii) upon notice to you, may modify any applicable to Website Services charges or fees. You shall be responsible for, and shall promptly pay upon demand, all of our and the Source(s)' fees, charges, costs, taxes and penalties relating to access to or use of the Website Services under User Codes without any deduction, withholding or offset of any kind.

#### **5. TRANSACTIONS; RESPONSIBILITY FOR ORDERS AND DIRECTING ORDERS; STATEMENTS.**

1. The Website Services may include functionalities that permit you to purchase and/or sell certain securities, other investments and investment products online through the Website Services (collectively, "Transactions"). Although orders we receive may be routed for execution within seconds, certain orders, at our sole discretion, may be subject to manual review and entry, which may cause delays in the processing of your orders. You acknowledge that you will be charged the price at which the security is trading when your order executes, which may be different from the price at which the security is trading when

you entered your order.

2. Any order entry or trading capability included in the Website Services are designed for those parties who are self-directed and wish to place orders themselves based on their own research and analysis of investment opportunities. You represent to us that you are fully trained in the use of the Website Services and are aware of the difficulties, limitations and risks relating to such use. Accordingly, you will be solely responsible for directing all orders, instructions and trading in or through the Website Services, and all such orders and transactions will be deemed to be unsolicited.
3. You agree to be responsible for all orders, instructions, transactions and trades which are transmitted through Website Services under User Codes, and all consequences thereof, whether entered by you or by any other person.
4. To the extent that the Website Services include any order entry or trading capability, it is your responsibility to ensure before any order or trade is transmitted to the Website Services that (i) any cash, security or other instrument or position that you believe is in the applicable account is in fact there; and (ii) if another person has or has been given trading authority or discretion over the same account, the order or trade does not conflict with any order or trade of such other person or cover the same cash, security or other instrument or position as any order or trade of such other person.
5. If you enter an order through the Website Services, it is your responsibility to review your trade reports on first receipt, whether we deliver the trade reports to you electronically or otherwise, to ensure that your order has been properly executed. You further understand and agree that, as a condition of using the Transactions capabilities of the Website Services, you will immediately notify your account representative if: (a) you have placed an order through the Website Services and you have not received an accurate acknowledgment of the order or of its execution; (b) you receive acknowledgment of an execution for an order that you did not place or any similar conflicting or inaccurate report or information; or (c) you become aware of any unauthorized use of your account, account number, User Codes or any similar identification device.
6. If you have problems with or questions regarding information contained in any statement we send to you, you must notify us in writing immediately. Absent such notice, we will have the right to assume that you have received all statements sent to you and all information therein is correct. Any information available through the Website Services regarding any account or any investment or activity therein (except official monthly or quarterly account statements or official trade confirmations which may be provided by us through the Website Services) are not the official records and shall not be deemed to supersede or replace confirmations or monthly or quarterly statements transmitted by us.
7. Any quotations or other market data or content that may be accessible through or as part of the Website Services may be delayed and may not reflect the prices at which the quoted securities or other investments may be bought or sold. You should not make any decisions to buy or sell securities or other investments solely in reliance on such data or information.
8. During market hours, it is rarely possible to cancel or modify market orders, and we do not guarantee the cancellation or modification of any order even if we receive your request to do so. You acknowledge that no order is canceled until you have received verification from us of such cancellation. We receive from time to time late reports from exchanges and market makers reporting the status of trades, and accordingly, you will be subject to late reports related to orders that were previously unreported to you or reported to you as being expired,

canceled or executed. Any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the marketplace.

9. You acknowledge that you are subject to potential prosecution for any illegal activity conducted by you and that each applicable governmental agency or instrumentality, regulator, Market or self-regulatory organization may monitor trading activity so as to detect any such improper activity. You further acknowledge that if such monitoring party detects (i) improper activity on a Market through your use of Website Services or (ii) other activity by you that is determined by the governmental agency or instrumentality, regulator, Market or self-regulatory organization to be harmful to the integrity of a Market or its system, our link to such Market may be terminated.
10. We are authorized to charge commissions, mark-ups, sales charges and transaction fees each time you complete a Transaction through the Website Services. You agree to pay us such brokerage commissions, sales charges and other fees as they apply to your account and the Transactions conducted through the Website Services, and all applicable excise taxes, as the same may be modified from time to time. Please contact your account representative for further information about commission, sales charge and fee amounts. You agree to pay all federal, state, and local taxes applicable to your account or Transactions.

## **6. DISCLAIMERS.**

1. Although the substance of, and the information underlying the opinions and recommendations expressed in, the Website Services have been obtained from Sources believed at the time such information is initially published to be reliable, the accuracy, timeliness and completeness of such information, the underlying data or the computations based thereon cannot be guaranteed.
  1. We do not review, and assume no responsibility whatsoever for, any Third Party Services and/or Website Services provided by a Source.
  2. We may make markets and effect transactions, including transactions the same as or contrary to any opinion or recommendation or followed by any fund, or have positions in funds or securities mentioned in the Website Services (or options or futures contracts with respect thereto) and may also have performed or be pursuing investment banking or other services for funds or the issuers of such securities.
  3. We may, to the extent permitted by law, act upon or use the Content, or the research or analysis on which such Content is based, before the Content is made available on the Websites.
  4. Our employees may have positions and effect transactions in funds or the securities of the issuers mentioned therein (or options or futures contracts with respect thereto) and may serve as directors of such funds or issuers.
  5. The value and income of any of the securities or financial instruments mentioned in the Website Services can decrease as well as increase. Past performance should not be taken as an indication of guarantee of future performance.
  6. Foreign currency denominated securities and financial instruments are subject to fluctuations in exchange rates that may have a positive or adverse effect on the value, price or income of such securities or financial instruments.
  7. Structured securities and many municipal securities are complex, often illiquid, instruments, typically involve a high degree of risk and are intended for sale only to

sophisticated investors who are capable of understanding and assuming the risks involved.

8. The Website Services have not been approved by any governmental agency or instrumentality, regulator, Market or self-regulatory organization.
2. In addition to the foregoing, you acknowledge and agree that: (i) the internet, the Website Services and the linking connections to and among the Website Services involve the use of complex technology of less than foolproof reliability over which we have little or no control and may be subject to unanticipated failures and delays which may impact the execution of any order, instruction, transaction, trade, or the effectiveness of any cancellation or the timeliness of any information; (ii) among other things, to the extent that the Website Services include any order entry or trading capability, you may not be able to confirm on a timely basis if or when an order, instruction, transaction, trade or cancellation transmitted to Website Services has been received and/or processed; and (iii) any order, instruction, transaction, trade or cancellation transmitted through the Website Services will be treated as fully effective only if and when it is ultimately processed by us, regardless of when originally transmitted. By means of illustration, rather than limitation of the foregoing, this means that any order, instruction, transaction, trade or cancellation may be lost and any order, instruction, transaction, trade or cancellation that is believed to be lost may only be delayed and, if retransmitted, may result in duplicate orders, instructions, transactions, trades or cancellations which may be all treated as effective, but not necessarily in the order originally inputted. You acknowledge and agree that you will be responsible for and at risk for all such orders, instructions, transactions, trades and cancellations, if and when processed by us.
3. Any Content reflects the respective authors' analyses as of the date each such Content was initially published. Further, we are not under any obligation to update such Content to reflect circumstances that may occur after the date initially published or to correct any errors found in such Content or to notify you of any such update or correction. In fact, due to legal restrictions or other reasons, we may not correct or update any Content.
4. The Website Services may include content regarding securities and other investments, some of which may not be qualified for sale in certain states or countries, and therefore, may not be offered to investors in such states or countries. None of the securities or other investments referred to in the Website Services is available to persons resident in any jurisdiction where such availability or distribution would be contrary to local law or regulation.
5. In the event that you use Third Party Services to access any Website Services and/or any links included on any Website Services to gain access to any World Wide Web site, Internet location or source of information of any company, organization or person other than JPMorgan, you acknowledge that such Third Party Services, sites, locations and sources are not under our control. You further agree that we shall have no responsibility whatsoever for such Third Party Services and any content or links found at any such site, location or source, or for your use of such Third Party Services and any such site's, location's or source's content. You use such Third Party Services and we provide such links as a convenience to you, and we have not tested such Third Party Services nor have we tested any software or verified any content found at such sites, locations or sources. The fact that you use Third Party Services to access any Website Services or that we have provided a link on any Website Services to any site, location or source does not signify our endorsement of such Third Party Services or any such site, location and source (or its contents). There are inherent risks in the use of Third Party Services and any software or content found on the

Internet, and you acknowledge that you understand these risks before accessing or using Third Party Services and/or the Website Services.

## **7. DISCLAIMER OF WARRANTIES; LIMITATION ON LIABILITY.**

1. WE AND/OR THE APPLICABLE SOURCE(S) HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, GUARANTIES, CONDITIONS, COVENANTS AND REPRESENTATIONS RELATING TO THE WEBSITE SERVICES, INCLUDING ANY RELATING TO MERCHANTABILITY, QUALITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, TIMELINESS, CURRENCY OR OTHER ATTRIBUTES, WHETHER EXPRESS OR IMPLIED (IN LAW OR IN FACT), ORAL OR WRITTEN, OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ABSENCE OF VIRUSES OR DAMAGING OR DISABLING CODES, OR ANY WARRANTIES OR REPRESENTATIONS THAT (I) THE WEBSITE SERVICES OR ACCESS THERETO WILL BE UNINTERRUPTED OR ERROR-FREE, OR (II) DEFECTS IN WEBSITE SERVICES WILL BE CORRECTABLE OR CORRECTED. WE HAVE NO RESPONSIBILITY TO INFORM YOU OF ANY DIFFICULTIES OTHERS MAY EXPERIENCE CONCERNING USE OF THE WEBSITE SERVICES. WE SHALL HAVE NO DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY CONTENT OR OTHER WEBSITE SERVICES. THE WEBSITE SERVICES ARE BEING PROVIDED AS IS WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT REGARDING THE WEBSITE SERVICES IS WITH YOU AND YOU AGREE TO RELEASE AND DISCHARGE JPMORGAN, ITS AFFILIATES, ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (ALONG WITH JPMORGAN, COLLECTIVELY, "JPMORGAN PERSONS") AND THE APPLICABLE SOURCE(S) FROM ANY AND ALL RESPONSIBILITY AND LIABILITY (UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE) FOR ANY LOSS, COST, CLAIM OR DAMAGE (INCLUDING DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES AND LOST PROFITS) ARISING OUT OF OR OTHERWISE RELATING TO YOUR ACCESS TO OR USE OF ANY OF THE WEBSITE SERVICES OR ANY MALFUNCTION, DELAY, INTERRUPTION, OMISSION OR FAILURE OF ANY OF THE WEBSITE SERVICES. IN ADDITION, YOU ACKNOWLEDGE AND AGREE TO ANY DISCLAIMER DISPLAYED OR AVAILABLE BY HYPERLINK OR OTHERWISE THROUGH ANY OF THE WEBSITE SERVICES.
2. IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, NEITHER ANY JPMORGAN PERSON NOR ANY SOURCE SHALL BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION THROUGH THE WEBSITE SERVICES OF A VIRUS, CODE OR PROGRAMMING DEVICE THAT MIGHT ACCESS, MODIFY, DELETE, DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT, OR OTHERWISE IMPEDE IN ANY MANNER THE OPERATION OF ANY OF YOUR SOFTWARE, HARDWARE, DATA OR PROPERTY.

## **8. INDEMNIFICATION.**



YOU SHALL INDEMNIFY AND HOLD ANY AND ALL JPMORGAN PERSONS AND THE SOURCES HARMLESS AGAINST ANY AND ALL COSTS, EXPENSES, LOSSES, LIABILITIES, OBLIGATIONS, DAMAGES, PENALTIES, TO WHICH ANY SUCH PARTY MAY BECOME SUBJECT, INCLUDING REASONABLE LEGAL AND OTHER PROFESSIONAL FEES INCURRED IN INVESTIGATING, DEFENDING OR APPEALING PENDING OR THREATENED CLAIMS, ACTIONS, SUITS, PROCEEDINGS, ARBITRATIONS, AMOUNTS PAID IN SETTLEMENT THEREOF AND AMOUNTS AWARDED THEREUNDER (ALL OF THE FOREGOING COLLECTIVELY, "EXPENSES"), DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY BREACH HEREOF, FAILURE BY YOU TO CARRY OUT ANY OBLIGATION OR RESPONSIBILITY HEREUNDER OR PROVISION OF ANY OF THE WEBSITE SERVICES OR ACCESS TO OR USE OF ANY OF THE WEBSITE SERVICES UNDER USER CODES, OR ANY VIOLATION BY YOU OF APPLICABLE LAWS OR REQUIREMENTS OR RESTRICTIONS OF JPMORGAN, IN EACH CASE, EXCEPT TO THE EXTENT A COURT OF APPLICABLE JURISDICTION FINDS IN A NON-APPEALABLE JUDGMENT THAT SUCH EXPENSES RESULTED DIRECTLY AND PRIMARILY FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## **9. CONSENT TO RECORDING/MONITORING; USE OF E-MAIL AND OTHER ELECTRONIC MESSAGES; ELECTRONIC DOCUMENTS.**

1. You consent to the recording, retention and use by us of all information and data that you input or otherwise communicate during your access to and/or use of any Website Services. You acknowledge, consent and agree that we may transmit any and all information relating to you, this Agreement, your access to and/or use of the Website Services and other matters that are the subject of this Agreement to our branches or third parties for efficient processing, database maintenance, record keeping, informing you of opportunities or any other use in accordance with the applicable JPMorgan Privacy Policy, and that in accordance with the applicable JPMorgan Privacy Policy, we may disclose the same as we determine in good faith to be appropriate to auditors, counsel, regulators and self regulatory organizations. In addition, we may disclose such information to the extent that we determine in good faith to be required by Applicable Laws, any applicable government agency or instrumentality, regulator, Market, or self-regulatory organization or in enforcement of our rights or defense of claims.
2. You acknowledge that we strongly recommend against any use of any form of electronic mail, electronic chat or instant messenger communication, whether transmitted through the Internet, a proprietary network, a computer, a pager or another wireless device or otherwise (but not including voice communication) (collectively, "Electronic Messages") to communicate any time sensitive or confidential information. Electronic Messages are not secure and may not be confidential or timely. Even though one of our representatives may have communicated with you through Electronic Messages recently, such representative may not timely see any message sent through Electronic Messages. If you choose to use Electronic Messages for sending or executing orders, trades, instructions, cancellations or other time sensitive or confidential communications, you agree that JPMorgan is responsible for honoring (or responding to, as the case may be) such orders, trades, instructions,

cancellations or other time sensitive or confidential communications only if, as and when we have confirmed its receipt and processing of the same.

3. We may, in our sole discretion, seek your consent to the terms and conditions of this Agreement and certain other agreements on the Website by means of an electronic signature by requesting you to affirmatively "click" on boxes containing the words "I Accept," "I Agree" or other similar phrases (collectively, "Acceptance Terms"). Please note that in the case of multiple party accounts each party may be required to "click" on the Acceptance Terms. If you "click" on the Acceptance Terms, your "click" will be deemed a legally binding electronic signature. You acknowledge and agree that you will carefully review any document or web page before making such an electronic signature.

## **10. MISCELLANEOUS.**

1. The Website is published in the United States. You agree that any access to or use of the Website Services will be deemed to be entirely at our facility in New York City, under and subject to applicable New York State and United States Federal law, rules and regulations, to the same extent as if you were to physically come to our offices in New York and, without assistance or solicitation, copy material contained in our library. This Agreement and all the terms herein will be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflicts of law. If for any reason the arbitration provisions described below do not apply or are waived, then any such controversy will be submitted exclusively to Federal or state courts in the State of New York. You consent to personal jurisdiction in any applicable court for purposes of any such litigation. Any right to trial by jury with respect to any claim or action is hereby waived by all parties to this Agreement.
2. The rights and remedies of JPMorgan and the Sources and your obligations in this Agreement are cumulative and are in addition to the rights and remedies of JPMorgan and the Sources and your obligations under your Customer Agreement, and/or any agreement between you and any Source(s), as any of the same may be amended or supplemented from time to time.
3. Subject to the immediately preceding paragraph regarding your Customer Agreement, this Agreement represents the complete and exclusive statement of the agreement and understanding between you and us regarding your rights to access and use any Website Services, and supersedes all agreements with us, and all representations (whether written or oral), regarding such subject matter.
4. To the extent that in the course of accessing or using any Website Services, you access any offering sheet, offer, explanation or material regarding any security that is accompanied by or contains a link to a prospectus or offering document, you consent to the delivery of such prospectus or offering document by such link and agree that the availability of such prospectus or offering document by such link shall constitute delivery of such prospectus or offering document. Furthermore, you agree to download and carefully review such prospectus or offering document prior to entering into any transaction regarding such security.
5. Except as herein provided, no waiver, modification or amendment of any provision of this Agreement shall be effective against us unless the same is in writing and signed by an authorized representative of JPMorgan. We may modify these terms, provisions and

conditions at any time upon notice, including by posting the modified Agreement to the Website Services. You agree that if you use any Website Services after such notification of changes in the Agreement, you will be bound by all such changes. At the time of such modification, you will have the opportunity to reject the modified Agreement by discontinuing all access to or use of any Website Services.

6. Should any term or provision of this Agreement be deemed or held to be invalid or unenforceable, the remaining terms and provisions shall continue in full force and effect.
7. Our failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on our part to exercise any power or right given to us in this Agreement, or a continued course of such conduct on our part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any future exercise.
8. J.P. Morgan Securities LLC is a broker-dealer registered in all 50 states as well as in the District of Columbia, Puerto Rico and the Virgin Islands, and is a member of FINRA and the Securities Investor Protection Corporation (SIPC). To the extent that the information on the Website Services may be accessed in the United Kingdom, it is directed only to persons whose ordinary business activities involve them in acquiring, holding, managing or disposing of investments (as principals or agents) for the purposes of their businesses. Assets identified as held away from us, if any, are included solely as a service to you, are priced relying on external sources for which we are not responsible, and are not included under our SIPC coverage.
9. This Agreement shall be binding upon you and your respective successors and assigns and inure to the benefit of JPMorgan Persons, the Source(s) and their respective successors and assigns.

## **11. ARBITRATION; CONSENT TO JURISDICTION; SERVICE OF PROCESS.**

1. THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY ELECTRONICALLY SIGNING OR OTHERWISE AGREEING TO THIS AGREEMENT, YOU AGREE TO THE FOLLOWING: CONTROVERSIES ARISING BETWEEN YOU AND/OR YOUR CONTROL PERSONS, PREDECESSORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS AND EMPLOYEES AND ANY JPMORGAN PERSONS DOMICILED IN THE U.S. OR ANY OTHER COUNTRY (EXCEPT THE U.K.) SHALL BE DETERMINED BY ARBITRATION AND IN ACCORDANCE WITH THE RULES OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, INC. ("FINRA") BEFORE AN ARBITRATION PANEL APPOINTED BY FINRA IN ACCORDANCE WITH ITS RULES AND SUCH HEARING OR HEARINGS SHALL BE CONDUCTED IN A LOCALE SELECTED BY FINRA.
  1. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED.
  2. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

3. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
  4. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD.
  5. THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO ARE OR WERE AFFILIATED WITH THE SECURITIES INDUSTRY.
  6. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
  7. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.
  8. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (i) THE CLASS CERTIFICATION IS DENIED; (ii) THE CLASS IS DECERTIFIED; OR (iii) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.
  9. THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE, FEDERAL OR FOREIGN, HAVING JURISDICTION.
2. Notwithstanding the provisions of subparagraph (A) above, you and JPMorgan may seek, in either the U.S. District Court for the Southern District of New York or the Supreme Court of the State of New York for the County of New York any such temporary or provisional relief or remedy ("Provisional Remedy") provided for by the laws of the U.S. or the laws of the State of New York as would be available in an action based upon such dispute or controversy in the absence of an agreement to arbitrate. You and JPMorgan intend to have any such application for a Provisional Remedy decided by the Court to which it is made and that such application shall not be referred to or settled by arbitration. No such application for a Provisional Remedy, nor any act or conduct by you or JPMorgan in furtherance of or in opposition to such application, shall constitute a relinquishment or waiver of any right to have the underlying dispute or controversy with respect to which such application is made settled by arbitration in accordance with subparagraph (A) above.
  3. With respect to any application for a Provisional Remedy and any application for judgment on an arbitration award, and with regard to any suit, action, or other proceeding (excluding an arbitration proceeding and enforcement of a judgment or award as provided in subparagraph (A) above) with respect to, based upon or relating to any Dispute, you and JPMorgan irrevocably (i) submit to the exclusive jurisdiction of the U. S. District Court for the Southern District of New York (located in New York County), or, if such court does not have

jurisdiction, the Supreme Court of the State of New York, County of New York, (ii) waive any objection to the laying of venue of any proceedings brought in any such court, waive any claim that such proceedings have been brought in an inconvenient or improper forum and further waive the right to object, with respect to such proceedings, that such court does not have jurisdiction, (iii) will not commence any action or proceeding with respect to, based upon or relating to any Dispute in any other court; (iv) agree, subject, and without prejudice, to the right to arbitration in accordance with subparagraph (a) above, that all claims with respect to, based upon or relating to any Dispute may be heard and determined in such court, and (v) waive and agree not to assert any claim of immunity from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise).

4. You hereby agree to receive service of process in connection with any legal matters or actions or proceedings based upon, arising out of or relating in any way to this Agreement by confirmed, return-receipt requested mail and that delivery shall be presumed if such service is mailed to the address maintained by JPMorgan in its records and the requested receipt is returned.

## **12. YOUR SIGNATURE AND AGREEMENT.**

By electronically indicating your agreement to the terms, provisions and conditions of this Agreement or accessing or using any of the services described herein after you have had an opportunity to review this Agreement, you acknowledge and agree: (i) that you intend to form a legally binding contract between you and JPMorgan; (ii) that you have read and agree to the terms, provisions and conditions of this Agreement; (iii) that you agree and intend that this Agreement be the legal equivalent of signed, written contracts, and equally binding; (iv) that you have received a copy of this Agreement; (v) that you consent to signing this Agreement and other agreements between you and JPMorgan by electronic means and to the delivery of this Agreement and such other agreements by electronic means; and (vi) that if you are agreeing to the terms, provisions and conditions of this Agreement in a capacity of a representative for another person, you are authorized to act on behalf of the accounts of such person and/or that you place orders, instructions, transactions or trades for. Any such agreements that are delivered to you electronically are deemed to be "in writing." If your signature, agreement, consent or acknowledgment is required or requested with respect to any such agreements or otherwise for any service hereunder and such signature, agreement, consent or acknowledgment is transmitted through the Website Services under User Codes (by "click" in the appropriate space or such other action as may be indicated by the Website Services), you will be deemed to have signed or acknowledged such agreements to the same extent and with the same effect as if you had signed such agreements manually.