

Account Aggregation Agreement

Last updated: 01/19/2023

This Account Aggregation Agreement (this "Agreement"), by and between JPMorgan Chase Bank, N.A., a national banking association organized under the laws of the United States ("JPM"), and the customer who consents to the terms of this Agreement ("Customer"). JPM and Customer are sometimes referred in this Agreement as a "Party" and, together, as the "Parties."

RECITALS

- A. Customer is a current or prospective JPM client who has or intends to establish one or more bank, brokerage, and/or other accounts held at JPM, J.P. Morgan Securities LLC ("JPMS") and/or certain other affiliated and unaffiliated custodians (each, an "Eligible Custodian").
- B. JPM has offered to Customer, and Customer seeks to engage JPM to provide, an informational and complimentary service by which JPM facilitates the provision of certain data in respect of Customer's accounts and assets held by Eligible Custodians ("Customer Data") and the aggregation of that Customer Data by a third-party service provider engaged by JPM ("Aggregation Vendor").
- C. JPM is willing to perform such services for Customer and to provide Customer with information, reports, or analyses of the aggregated Customer Data and to use such data in connection with products and services Customer engages JPM to provide, and the Customer has agreed to provide such information required to effectuate the transmission of Customer Data to JPM or its affiliates (collectively "J.P. Morgan") and Aggregation Vendor through data feed arrangements.
- D. JPM has agreed to enter into this Agreement with Customer to confirm the terms and conditions on which the aggregation services will be provided, in addition to the terms and conditions in Customer's existing J.P. Morgan Account Agreements (collectively, the "Account Agreements").

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows.

AGREEMENT

1. **Effect on Account Agreements; Interpretive Rules.** This Agreement will be deemed to supplement and amend the terms of Customer's Account Agreements and, in the event of any conflict or inconsistency between the two, the terms of this Agreement will control to the extent of the conflict or inconsistency. Additionally, in this Agreement:
 - a. all capitalized terms used but not defined have the meaning given in the Account Agreements;
 - b. except as otherwise provided, the terms "hereby," "herein," "hereof," "hereto,"

“hereunder,” and similar terms refer to this Agreement as a whole and not to the specific section, subsection, paragraph, or other subdivision of this Agreement in which those terms appear;

- c. all titles or captions are inserted only as a matter of convenience and for reference and in no way define, limit, construe, or describe the scope of this Agreement or the intent of any provision hereof;
- d. the words “include,” “includes,” and “including” will be deemed to be exemplary and not exclusive, whether or not followed by the phrase “without limitation” or similar phrase;
- e. defined terms include the plural as well as the singular, and any pronouns include any of the corresponding masculine, feminine, or neuter forms, as required by context;
- f. the use of “or” and “and/or” shall be deemed to be accurate throughout this Agreement unless the context suggests otherwise; and
- g. each covenant and agreement will be construed for all purposes to be a separate and independent covenant or agreement.

2. **The Service.** During the term of this Agreement, Customer engages JPM to provide Customer Data in an aggregated format (“Aggregated Data”) to Customer through the platform supported by Aggregation Vendor, for those accounts and assets held by Eligible Custodians as designated by Customer from time to time (the “Service”). Aggregated Data may include historical, transaction-level data that is normalized and reconciliation ready for purposes of reporting and analysis. The Service will provide instructions to Customer on how to aggregate Customer Data and, except to the extent used solely to support a transfer of assets to J.P. Morgan, will make Aggregated Data available to Customer, including (if and when available) JPM’s website and Aggregation Vendor’s proprietary, web-based portal (the “Portal”). The Service may include other tools, services, features, and functionality, as JPM communicates to Customer. JPM accepts the foregoing engagement and agrees to provide the Service in accordance with the terms and conditions set forth in this Agreement. Customer’s engagement of JPM and continued use of the Service will be deemed to constitute Customer’s acceptance of, and consent to, all such terms and conditions.

3. **Use and Ownership of Customer and Aggregated Data.** Subject to applicable law, Customer hereby grants to JPM and Aggregation Vendor a worldwide, non-exclusive license to Customer Data for all purposes necessary and appropriate to provide the Service, to generate Aggregated Data, to produce and deliver customized reports and analyses for Customer in connection with Customer’s banking, brokerage, or investment advisory relationship with JPM (“Aggregation Reports”), to provide other products and services Customer may engage JPM to provide from time to time (“Aggregation Enabled Services”), and otherwise as may be required to perform under this Agreement. Consistent with the foregoing, and subject to applicable law, Customer understands, acknowledges, and agrees that: (a) Aggregated Data is the absolute property of JPM and that ownership will not revert to Customer following any termination of this Agreement; (b) JPM and Aggregation Vendor may use, modify, display, distribute, and create new material using Aggregated Data in connection with the provision of the Service; (c) Customer may not copy, reproduce, distribute, or create derivative works from Aggregation Reports or any other content Customer receives through the Service or

Aggregation Enabled Services; (d) Aggregated Data can be accessed and viewed by individuals who support Customer's relationship with JPM and as otherwise required to provide the Service; (e) JPM and Aggregation Vendor may use Aggregated Data to help optimize Customer's personal use of the Service, to understand what other JPM tools, features, or functionality may be beneficial to Customer, and to develop and provide Customer with other JPM products or services; and (f) JPM and Aggregation Vendor may use Aggregated Data that does not identify Customer individually, whether by name or by any other means of personal identification, for their own business purposes without Notice to, or consent of, Customer, without any particular time limit and without the payment of any fees.

4. **Customer Representations, Warranties, and Covenants.** As a condition to JPM's engagement to provide, and continued provision of, the Service to Customer, Customer makes the following representations, warranties, covenants, and agreements, as of the date hereof, and during such time as this Agreement remains in effect.
- a. *Account Ownership and Authority.* Customer represents and warrants that he or she: (a) has legal ownership of all accounts and assets at Eligible Custodians that Customer designates for aggregation by the Service, (b) has full power, right, and authority to authorize and permit JPM and Aggregation Vendor to receive the Customer Data and to grant the licenses to that data provided for herein, or has obtained all such required authorizations and permissions, (c) is not subject to any legal or regulatory limitations in respect of Eligible Custodians that would limit or restrict the Service's ability to request and receive Customer Data, and (d) has all such rights in, and licenses to, the information contained in Customer Data as may be required in order to permit Customer to grant to JPM the licenses granted hereunder, or has obtained such rights and licenses as are necessary for purposes of this Agreement.
 - b. *Provision of Accurate Information.* Customer agrees to provide the Service with accurate, current, and complete information about Customer's identity and those accounts and assets held at Eligible Custodians that Customer designates for aggregation by the Service, and to maintain and update that information to keep it accurate, current, and complete.
 - c. *Authorization.* Customer agrees, at the request of the Service, to execute, acknowledge, deliver, file, record, and publish any necessary authorizations on Customer's behalf with each Eligible Custodian directing Customer Data to be transmitted to JPM and Aggregation Vendor and such other agreements, instruments, and documents, and to perform any and all such other acts and things as may be required to enable the transmission of Customer Data to JPM and Aggregation Vendor, or as may otherwise be deemed necessary or desirable to carry out the intent and purposes of this Agreement and to perfect more fully the rights and licenses granted to JPM and Aggregation Vendor hereunder. For the avoidance of doubt, no such authorizations will give JPM or Aggregation Vendor the ability to withdraw funds, make payments, or otherwise effect transactions in Eligible Accounts on Customer's behalf.
 - d. *Customer Validation.* Customer agrees to independently validate Aggregated Data and to periodically confirm the accuracy of that data through sources independent of the Service and/or JPM. If Customer determines that data is inaccurate,

incomplete, or otherwise contains misinformation, Customer agrees to promptly contact JPM and/or the relevant Eligible Custodian and resolve the issue.

e. *Unlawful or Prohibited Use.* Customer agrees to only use the Service, Aggregation Reports, or Aggregation Enabled Services for bona fide lawful purposes and not for commercial purposes, in violation of any applicable law or regulation, or in any other manner that, expressly or implicitly, violates the terms of this Agreement or any other agreements to which Customer or Eligible Accounts are subject.

5. **Limited Power of Attorney.** In order to enable JPM to provide certain aspects of the Service, Customer authorizes each of JPM and Aggregation Vendor to (a) provide authorizations on Customer's behalf with an Eligible Custodian to the extent Customer does not do so directly, (b) request Customer Data pursuant to those authorizations, and (c) utilize the transmitted Customer Data to create Aggregated Data as may be required to provide the Service, Aggregation Reports, and Aggregation Enabled Services. To give effect to the foregoing, Customer hereby grants each of JPM and Aggregation Vendor a limited power of attorney and appoints each of JPM and Aggregation Vendor as Customer's true and lawful attorneys-in-fact and agents, each with authority to act independently or jointly, as Customer's true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for Customer and in Customer's name, place, and stead, in any and all capacities, to enter into agreements with Eligible Custodians, request Customer Data, and use Customer Data, all as described in the preceding sentence and notwithstanding any privacy commitments previously made to Customer, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as Customer might or could do in person. CUSTOMER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT WHEN JPM OR AGGREGATION VENDOR IS PROVIDING SUCH AUTHORIZATIONS, AND REQUESTING INFORMATION FROM, ELIGIBLE CUSTODIANS, JPM OR AGGREGATION VENDOR, AS APPLICABLE, IS ACTING AS CUSTOMER'S AGENT AND NOT THE AGENT OF OR ON BEHALF OF THE ELIGIBLE CUSTODIAN. Customer hereby agrees that each Eligible Custodian shall be entitled to rely on the foregoing authorizations, agency appointment, and limited power-of-attorney granted by Customer to JPM and Aggregation Vendor for all purposes hereunder. Customer understands that Eligible Custodians are not involved in providing the Service and do not endorse or sponsor the Service, nor does JPM endorse or recommend the services of any Eligible Custodian.

6. **Compensation.** JPM will provide the Service as a convenience to Customer for no additional compensation to JPM above and beyond that which Customer is obligated to pay under the Account Agreements and in connection with Aggregation Enabled Services; provided, however, that JPM reserves the right to change, or add to, the fees and expenses for the Service at any time upon Notice to Customer. Separately, Customer is solely responsible for any and all fees and expenses that an Eligible Custodian charges in connection with the transmission of Customer Data to the Service.

7. **Warranty Disclaimers; Exculpation and Indemnification.**

a. *Warranty Disclaimers.* Customer expressly understands and acknowledges the following warranty disclaimers regarding the Service: (a) the Service and all information, content, products, and services (including those of Aggregation Vendor) provided in connection therewith is at Customer's sole risk; (b) Aggregated

Data will be effective as of the most recent Customer Data transmitted from the Eligible Custodian and may not be accurate if that transmission was not successfully completed or the information from the Eligible Custodian is otherwise not accurate or current; (c) the Service is provided “as is” and “as available” for informational purposes only as a convenience to Customer, and is not intended for trading or transactional purposes or to replace official records and statements regarding Customer’s assets and accounts; (d) Customer is responsible for making all financial decisions based on the information provided by the Service, which decisions will not be initiated or intermediated by or thorough the Service; (e) J.P. Morgan is not acting as Customer’s administrative or investment fiduciary, or giving legal, tax, or financial advice, in providing the Service; (f) J.P. Morgan will rely on the information Customer provides regarding Eligible Accounts, without further verification or validation; (g) J.P. Morgan expressly disclaims all warranties of any kind as to the Service and all information, products, services, and content (including those of Aggregation Vendor) provided in connection with the Service, either express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, functionality, title, and non-infringement, and any warranties implied by any course of dealing, course of performance, or usage of trade, and specifically disclaims any and all implied warranties; (h) J.P. Morgan makes no warranty that the Service will (i) meet Customer’s requirements, (ii) be uninterrupted, timely, secure, error- or defect-free, (iii) operate in a combination with any hardware, software, system, data, product, or service, (iv) collect Customer Data and generate Aggregation Reports that are accurate, complete, or reliable, (v) provide information or content that meets Customer’s needs or expectations, (vi) be able to request and aggregate Customer accounts and assets held at all of Customer’s custodians, and (vii) provide content that is free of viruses, malware, errors, or other harmful components; (i) J.P. Morgan assumes no responsibility for the timeliness, deletion, mis-delivery, delivery failure, or failure to store any Customer Data or communications with Customer pursuant to this Agreement, nor does it assume responsibility for any information communicated by Customer to J.P. Morgan; (j) J.P. Morgan may not correct any errors in the Service, Aggregation Reports, or Aggregation Enabled Services; (k) no advice or information, whether oral or written, obtained by Customer from J.P. Morgan or related to the Service will create any warranty not expressly stated in this Agreement; (l) J.P. Morgan makes no warranty as to the reliability, timeliness, quality, suitability, availability, accuracy, comprehensiveness, completeness, correctness, copyright clearance, legality, or decency of any Service content; and (m) any information or content provided to Customer in connection with the Service is provided at Customer’s own discretion and risk. In addition, no information, whether oral or written, obtained by Customer from the Service will create any warranty not expressly stated in this Agreement. The foregoing warranty disclaimers will apply to Customer notwithstanding anything to the contrary in this Agreement but subject to applicable law that does not allow the exclusion of certain warranties.

- b. *Exculpation.* To the maximum extent permitted by law, neither J.P. Morgan nor any of its respective third-party service providers (including Aggregation Vendor),

directors, officers, employees, representatives, and agents (collectively, "Service Parties") will be liable to Customer or any third party for any damages, claims, or losses (including direct, indirect, incidental, special, compensatory, consequential, or exemplary damages), howsoever caused and whether based in contract, tort (including negligence), product liability, or otherwise, and even if J.P. Morgan has been advised of the possibility of such damages, claims, or losses and/or a remedy set forth herein is found to have failed of its essential purpose, which are incurred as a result of: (a) the provision of the Service to Customer or inability to provide the Service for any period; (b) the cost of procuring substitute goods and services resulting from any products, information, content, or services purchased or obtained or transactions entered into, through or from the Service; (c) unauthorized access to or alternation of Customer Data transmitted through the Service; (d) any inaccuracy, incompleteness, or misinformation contained in the information provided by Customer to the Service; (e) statements or conduct of anyone concerning the Service; (f) the Service's receipt or inability to receive Customer Data from any Eligible Custodian; (g) any act, omission, performance, or non-performance of J.P. Morgan, Aggregation Provider, or any Eligible Custodian; (h) any modification, interruption, or discontinuation of the Service; (i) errors, inaccuracies, or delays in Customer Data or Aggregated Data, or any actions taken by Customer in reliance thereon; (j) delay, interruption, or failure to perform any obligations hereunder due to circumstances beyond that person's reasonable control (including acts of God, strikes, riots, acts of war, power outages, computer viruses, maintenance activities, system or telecommunication failures, fires, floods, earthquakes, extreme weather, or changes in governmental regulations); (k) theft, misuse, corruption, contamination, loss, or unauthorized release or receipt of Customer Data or Aggregated Data; (l) any charges imposed by Eligible Custodians; (m) delivery failures for Notices to Customer; (n) any trading losses, loss of profits, goodwill, use, data, business interruption, loss of privacy, or other losses or damages of any kind arising from or related to Customer's use of, or inability to use, the Service; or (o) any other matter arising from or related to the Service or Customer's use of Aggregation Reports or Aggregation Enabled Services. The foregoing exculpation provisions are fundamental elements of the basis of the agreement between JPM and Customer and JPM could not provide the Service without these provisions. However, in no event will J.P. Morgan be liable to Customer for direct damages caused by J.P. Morgan in excess of \$1.00; this limited remedy is agreed to by Customer and survives a failure of its essential purpose.

c. *Indemnification.* To the maximum extent permitted by law, Customer agrees to defend, indemnify, hold harmless, and fully compensate the Service Parties from any and all third-party actions, claims, liability, damages, losses, expenses, and costs (including, but not limited to, attorneys' and expert witness fees and expenses and all costs of investigation) ("Costs") caused by or arising from (a) JPM's provision of the Service to Customer, (b) Customer's acts or omissions, (c) Customer's breach of this Agreement or the Account Agreements, (d) Customer's fraud, manipulation, or other legal violation, or (e) Customer's infringement or violation of any property or other right of any third party unless it has been finally determined as provided under Section 13.6 that those Costs are

attributable to a Service Party's gross negligence or willful misconduct. For purposes of clarity, if Customer is a business entity, the obligations hereunder will extend to indemnification based on the acts and omissions of Customer's employees, consultants, and agents.

8. **Aggregation Vendor.** Aggregation Vendor is a third-party service provider engaged by JPM to provide certain aspects of the Service, acting pursuant to an agreement with JPM. Customer understands and acknowledges that (a) in order to provide the Service, JPM and Eligible Custodians need to share Customer Data with Aggregation Vendor and Customer may need to access the Portal and/or other websites or content provided by Aggregation Vendor and (b) Customer has no direct contractual relationship with Aggregation Vendor under this Agreement and may not enforce contractual remedies against Aggregation Vendor to the extent it has failed to perform as required. Notwithstanding anything to the contrary contained herein, Customer agrees that JPM may remove or replace Aggregation Vendor, including by directly assuming Aggregation Vendor's responsibilities hereunder, at any time, and without prior Notice to Customer. Upon request by JPM, Customer agrees to execute amendments to outstanding Letters of Authorization and to take those other actions as may be necessary to give effect to any removal or replacement of Aggregation Vendor.
9. **Eligible Custodians.** JPM may add or remove Eligible Custodians at any time for any reason and has no obligation to provide Notice to Customer of any such change. Customer agrees, upon request by JPM or Aggregation Vendor, to take those actions necessary to terminate outstanding authorizations, enter into new authorization, or otherwise give effect to the addition or removal of Eligible Custodians. Customer understands and acknowledges that the financial institutions that custody Customer's accounts and assets may not be Eligible Custodians and therefore may be incompatible with the Service.
10. **Portal Access.** The Service may provide Customer with access to Aggregated Data, Aggregation Reports, and/or Aggregation Enabled Services through Aggregation Vendor's Portal. Customer agrees to abide by the terms of use applicable to the Portal as a condition of Customer's use and access of the Portal and the Service. Those terms of use, when provided to Customer, will be deemed to be incorporated into this Agreement and if Customer violates them, JPM expressly reserves the right to terminate Customer's Portal access and/or this Agreement in accordance with its terms. References to the Service in this Agreement will be understood to mean the Service, including Customer's Portal access, as applicable.
11. **Intellectual Property Rights.** Customer acknowledges and agrees that: (a) other than Customer's electronic records stored by the Service, all content included in or available through the Service is the property of JPM and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights; (b) the compilation of all content on the Service is the exclusive property of JPM and/or its licensors and is protected by copyright or other intellectual property rights; (c) the trademarks, logos, and service marks displayed on the Service (collectively, "Trademarks") are the registered and unregistered trademarks of JPM or third parties, and may not be copied, altered, modified, or changed; and (d) nothing contained on the Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of JPM or the third party which has

rights to such Trademark, as appropriate.

12. **Term; Termination**. This Agreement will be effective on the date executed by Customer and will terminate on the date this Agreement is terminated by either Party or according to its terms. Either Party can terminate this Agreement on Notice to the other for any reason or no reason at any time on at least 10 calendar days' prior Notice to the other. Customer's failure to terminate this Agreement after an amendment by JPM will be deemed to constitute Customer's acceptance of, and agreement to be bound by, the Agreement, as amended. Customer can request the most current version of this Agreement by giving Notice to JPM. Notwithstanding anything to the contrary herein, this Agreement will terminate automatically (a) if Customer's Account Agreements terminate for any reason, (b) if Customer otherwise ceases to be a J.P. Morgan customer, or (c) following the transfer of assets to J.P. Morgan when the Service is used solely in connection with the transfer of asset to J.P. Morgan. Termination of this Agreement will not (i) result in the termination of Customer's Account Agreements and (ii) terminate Customer's obligations or J.P. Morgan's rights arising under this Agreement prior to termination. Following the termination of this Agreement, Customer's access to the Service will cease and Customer may be required to take action to terminate any authorization remaining in effect. Without limiting the generality of the foregoing, JPM reserves the right to change or discontinue the Service, temporarily or permanently, at any time, and/or terminate this Agreement.

13. **General Provisions**.

- a. **Notices**. Any notice, consent, approval, request, or other communication that a Party to this Agreement may desire or be required to give hereunder to the other Party hereto (a "Notice") shall be in writing and shall be deemed to have been properly given or served if sent by electronic mail, in each case, to the e-mail address provided on the signature page hereto. Any Party may designate another e-mail address for Notice hereunder by a Notice given pursuant to this Section. Any Notice sent pursuant to this Agreement (a) to JPM will be effective once it is actually received by JPM and JPM has had a reasonable opportunity to act on it and (b) to Customer will be effective once it is sent by JPM.
- b. **Amendment**. JPM may amend, supplement, or otherwise modify this Agreement (an "Amendment") from time to time upon Notice to Customer. Customer's failure to terminate this Agreement and continue using the Service following an Amendment will be deemed to constitute Customer's express and unambiguous consent to the Amendment; Customer has no other remedy if he or she does not agree with the Amendment. Any other amendment to this Agreement will require the written agreement (which may be electronic) of the parties hereto.
- c. **Assignment and Delegation**. This Agreement is personal to Customer and may not be assigned or transferred without JPM's express written consent. JPM may (a) assign its interest in this Agreement to its successors or to any now-existing or future direct or indirect subsidiary of JPM or its affiliates or (b) assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.
- d. **Successors and Assigns**. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns, and shall inure to their benefit.

- e. **JPM Waiver.** JPM will not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by JPM. No delay or omission by JPM in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver by JPM on one occasion will not be construed as a waiver of any rights or remedies by JPM on future occasions. Therefore, JPM's failure to act with respect to a breach by Customer or others does not waive JPM's right to act with respect to subsequent or similar breaches.
- f. **Dispute Resolution; Governing Law.** The parties hereby agree that any dispute concerning this Agreement or the Service will be resolved in accordance with the procedures contained in the Account Agreements and that the governing law provisions of the Account Agreements will apply with equal force to this Agreement.
- g. **Exclusive Agreement.** This Agreement, together with the Account Agreements represents the complete and exclusive agreement between J.P. Morgan and Customer regarding the Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. This Agreement, as it may be amended from time according to its terms, will prevail over any subsequent oral communications between the parties.
- h. **Admissibility.** A printed version of this Agreement and of any Notice hereto shall be admissible in judicial, administrative, arbitration, or other proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- i. **Severability.** If any provision (or portion of a provision) of this Agreement is held to be invalid or otherwise unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties, with the other provisions remaining in full force and effect.
- j. **Counterparts; Electronic Copies.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one instrument. Electronic copies of signature pages hereto will have the same binding force and effect as original copies.
- k. **Third-Party Beneficiaries.** No party intends for this Agreement to benefit any third party not expressly identified or described herein, but the parties acknowledge that this Agreement is intended to benefit those third parties who are so identified or described as fully as if those third parties were parties to this Agreement. Without limiting the generality of the foregoing, Aggregation Vendor may rely upon Customer's grant of a license under [Section 3](#) and the authorization and grant of a limited power of attorney under [Section 5](#), and Service Parties may rely upon the disclaimer of warranties, limitation of liability, and indemnity under [Section 7](#), and those persons are, for the purposes of those Sections, third-party beneficiaries to this Agreement, entitled to the benefits of and to enforce the rights and protections provided by those Sections as fully as if those persons were parties to this agreement.
- l. **Survival.** If this Agreement terminates for any reason, the provisions of

Sections 1, 3, 4.5, 7, 11, as well as the provisions of this Section 13 will survive.