

Electronic Trading Terms of Service

The purpose of these terms of service (the “Terms of Service”) is to clarify the nature of the trading relationship between you (whether as principal or as agent (including as investment manager, fund manager or in any other agency capacity) on behalf of one or more principals, as applicable) (any such principal referred to herein as either “You” or “Customer”) and J.P. Morgan and to disclose relevant terms of service when J.P. Morgan makes available to you any of the Services (as defined below). These Terms of Service may be updated from time to time by J.P. Morgan in order to address any changes in the provision of the services described herein.

1. Definitions.

- 1.1. “API” means an application programming interface that provides an electronic connection either directly with J.P. Morgan or through a third party.
- 1.2. “Applicable Agreement” means any agreement between J.P. Morgan and you governing Transactions entered into through any of the Services and including, but not limited to, ISDA Master Agreements or agreements relating to futures and options clearing and/or give-out accounts.
- 1.3. “Applicable Law” means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction or judicial, arbitral, administrative, ministerial or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time which applies to or is otherwise intended to govern or regulate any person (including J.P. Morgan or Customer), property, transaction, activity, event or other matter, including any rule, order, judgment, directive or other requirement or guideline issued by any Governmental or Regulatory Authority.
- 1.4. “Authorized Persons” means any Customer personnel trading, accessing or otherwise supporting the Service through the User Codes.
- 1.5. “Content” means any and all market data, news, documents and other information, reports, analytics, calculators, algorithms, programs, data, J.P. Morgan Rates and content provided through the Services.
- 1.6. “Governmental or Regulatory Authority” means any national, provincial, territorial, state, county, municipal, quasi-governmental or self-regulatory department, authority, organization, agency, commission, board, tribunal, dispute settlement panel or body, bureau, official, minister, or court or other law, rule or regulation-making entity having or purporting to have jurisdiction over any person (including J.P. Morgan or Customer), property, transaction, activity, event or other matter related to these Terms of Service, including subdivisions of, political subdivisions of and other entities created by, such entities.
- 1.7. “J.P. Morgan” means JPMorgan Chase & Co., its subsidiaries and affiliated companies from time to time, jointly or individually, including but not limited to, JPMorgan Chase Bank, N.A., J.P. Morgan Securities plc, J.P. Morgan Securities LLC and J.P. Morgan AG.
- 1.8. “J.P. Morgan Rate” means an indicative price transmitted to you by J.P. Morgan with respect to any Product.
- 1.9. “Losses” has the meaning ascribed to it under Section 5.
- 1.10. “Market” means any and all markets, ECNs (electronic communications networks), ATSS (alternative trading systems), order matching systems or trading systems.
- 1.11. “Parameters” include, but are not limited to, appropriate trading limits, authorized Products types, and access levels including order types.
- 1.12. “Products” means securities, commodities, currencies, derivatives and other financial instruments.
- 1.13. “Representative” means any and all officers, directors, agents and employees and any person authorized to act on your behalf, and the officers, directors and employees of such person.
- 1.14. “Services” means certain electronic trading services, together with any related software, that are provided by J.P. Morgan either directly or through a Source, which may consist of one or more of the following:
 - 1.14.1. Software, hardware, applications (including API, E-mail, internet capability or site) or telecommunications equipment connecting you electronically to J.P. Morgan either directly or on a Market for purposes of submitting price inquiries or requesting streams, routing orders, displaying or transmitting indications of interest or conditional offers and/or executing Transactions; and/or
 - 1.14.2. Content, statements, confirmations, account and Transaction status information received or provided by J.P. Morgan electronically.
- 1.15. “Source” means any third party licensor, vendor, service provider, subcontractor and source of any Content, Market or Service, whether provided directly to you or your advisors or agents or through J.P. Morgan or a third party.
- 1.16. “Transactions” means any transactions in any of the Products, which may be entered between you and J.P. Morgan from time to time.
- 1.17. “User Code” means identifiers and/or security devices or prescribed security procedures relating to use or access to some or all of the Services, which may include any digital certificates, unique identifiers, user names and/or passwords under separate cover which may be required to access or use the Services.

2. Services.

2.1. Access to the Services.

- 2.1.1. Access to the Services will be through one or more system-to-system electronic interfaces. You shall obtain and be responsible for the expenses, installation and maintenance of all necessary equipment, software, telecommunications and other services for you to use the Services and to fulfil your obligations under or pursuant to these Terms of Service.
- 2.1.2. You shall, and shall ensure that your Authorized Persons shall, at all times fully comply with all of the agreements, requirements and restrictions of J.P. Morgan and the applicable Sources relating to the Content and the use, access, storage and redistribution thereof, and all Applicable Law. In order to ensure compliance with contractual restrictions and obligations imposed by Sources regarding such Content, you shall promptly respond to any and all requests for information from J.P. Morgan or the Sources, and cooperate with other measures we may take in good faith to fulfil J.P. Morgan's obligations to the Sources. If you become aware of any unauthorized use, access to, storage or redistribution of any Content, you shall immediately notify J.P. Morgan.
- 2.1.3. You are solely responsible for ensuring that the User Codes are known to and used only by, Authorized Persons. You are solely responsible for all statements made and actions taken or omitted with respect to the Services by means of its User Codes. Upon J.P. Morgan's request, you will provide the range of network addresses from which you will use the Services. You shall promptly notify J.P. Morgan of any changes to such range of network addresses it uses to access the Services.
- 2.1.4. You will promptly notify J.P. Morgan if at any time (i) any of your User Codes become accessible to a person who is not, or who has ceased to be, an Authorized Person, (ii) you become aware of any loss, theft or unauthorized use of its User Codes, or (iii) you have reason to believe that the confidentiality of any of its User Codes may have been compromised. Upon receipt of such notice, J.P. Morgan will promptly cancel such User Codes; provided however, that you will remain responsible for any actions taken through the use of such User Codes prior to such cancellation. Notwithstanding the above, J.P. Morgan reserves the right to terminate or change any or all of your User Codes at any time and at its sole discretion, thereby restricting or terminating your access to the any of the Services. In addition, you acknowledge that J.P. Morgan has the right to deny or terminate your access to any of the Services without notice.
- 2.1.5. You shall immediately notify J.P. Morgan upon becoming aware of a material defect, malfunction or virus in your systems or in any of the Services, and shall cease all use of such Service until otherwise notified by J.P. Morgan.
- 2.1.6. You acknowledge that there may be circumstances, including, but not limited to, those arising from Applicable Law, technical reasons, other agreements between J.P. Morgan and you, market suspensions, trading halts or failures, an API or another system of J.P. Morgan or Sources, where J.P. Morgan may suspend your access to or is unable to provide, any of the Services.

2.2. Instructions and Orders.

- 2.2.1. You agree to transmit orders to J.P. Morgan strictly in accordance with: (i) the specifications agreed with J.P. Morgan in advance in writing and (ii) the terms set out in these Terms of Service.
- 2.2.2. Your placement of an order through the Services authorizes J.P. Morgan to work such order in J.P. Morgan's discretion, which may include, but is not limited to, executing such order on the relevant Market on your behalf or transmitting such order to the relevant Markets.
- 2.2.3. J.P. Morgan reserves the right to refuse to accept any order or instruction. By accepting an order or instruction J.P. Morgan agrees to process such order or instruction but that does not mean that the order or instruction has been, or will be, executed. J.P. Morgan may, at any time, and in its sole discretion, accept an order or instruction and then not execute it or any part of it. In addition, the relevant Market may in certain circumstances cancel or fail to perform an order or instruction.
- 2.2.4. You agree to be responsible for, and bound by, all orders, instructions and Transactions that are identified by any of the Services as coming from you or a User Code, and all consequences thereof, whether entered by you, your Authorized Persons or by any other person. You further agree and acknowledge that the records of any and all such orders, instructions and Transactions generated by any of the Services will be presumed to be accurate.
- 2.2.5. You acknowledge that J.P. Morgan from time to time in its discretion may, but is not obligated to, establish and/or monitor limits, conditions or Parameters on the any Transactions and/or orders (including those orders and/or Transactions of your underlying clients) and you further acknowledge that there may be circumstances where J.P. Morgan may not have the ability to set limits, conditions or Parameters due to system limitations, Market rules or otherwise. You agree that you will comply with any limits set by J.P. Morgan or otherwise and that, where applicable, you will establish and maintain your own commercially reasonable trading limits commensurate with your trading requirements.

- 2.3. J.P. Morgan Rates.
- 2.3.1. The J.P. Morgan Rates transmitted through the Services (where applicable) are indicative and do not constitute an offer or commitment by J.P. Morgan to enter into a Transaction at such rate or price. Prior to entering into a Transaction with J.P. Morgan, you should review the “Disclosure to Wholesale Fixed Income, Currency, Commodities and Equities Products Clients”, as amended from time to time and available at <https://www.jpmorgan.com/disclosures/ficcequities> (the “Markets Disclosure”). The purpose of the Markets Disclosure is to clarify the nature of the trading relationship between J.P. Morgan and you and to disclose relevant practices and certain terms of dealing of J.P. Morgan when acting as a dealer or counterparty, on a principal basis, of financial instruments, including Transactions. In addition, a J.P. Morgan Rate does not necessarily represent: (i) the actual terms at which new Transactions could be entered into, (ii) the actual terms at which existing Transactions could be liquidated or unwound, or (iii) the calculation or estimate of an amount that would be payable following the early termination of such Transactions pursuant to any master trading agreement between J.P. Morgan and you. J.P. Morgan makes no representation as to whether the J.P. Morgan Rates reflect prevailing market rates and J.P. Morgan is under no obligation to provide a J.P. Morgan Rate to you at any time.
- 2.3.2. The J.P. Morgan Rate applicable to each Transaction entered into through the Services between J.P. Morgan and you shall be determined by (i) your selection of the applicable interactive rate provided to you on a request for stream basis by J.P. Morgan acting as principal, in its sole discretion, or (ii) by agreeing from time to time with J.P. Morgan that J.P. Morgan and you may enter into a Transaction upon the satisfaction of certain predefined criteria relating to such J.P. Morgan Rate.
- 2.4. Transactions. Transactions, once executed, are final and irrevocable. You agree to notify J.P. Morgan promptly in case you wish to correct, cancel or stop the execution of a Transaction for any reason. J.P. Morgan may, in its sole discretion, act on such a request; provided, however, that J.P. Morgan makes no guarantee that the Transaction will be corrected or cancelled or its execution stopped. You will indemnify J.P. Morgan from and against any and all claims, demands, losses, liabilities or expenses (including, without limitation, losses resulting from price fluctuations and attorney's fees and costs) resulting directly or indirectly from J.P. Morgan's compliance with any request to correct, cancel, stop, or buy back any currency, commodity or security after you have entered into the Transaction. J.P. Morgan reserves the right to make any corrections to a Transaction that it determines is necessary and J.P. Morgan will take all reasonable steps to consult you before any such corrections are made.
- 2.5. Confirmations.
- 2.5.1. The details of Transactions agreed to by and between J.P. Morgan and you through the Services shall constitute a confirmation of such Transactions and shall have the same force and effect as a physically executed confirmation on behalf of an authorized signatory of J.P. Morgan and you. Notwithstanding the foregoing, under certain circumstances you may receive physically executed confirmations. In such case, to the extent there is a conflict between the electronic confirmation and the physical confirmation, the physical confirmation shall prevail.
- 2.5.2. You hereby agree and acknowledge that you will not at any time challenge or dispute the existence of a Transaction on the basis that such Transaction has been confirmed electronically and has no digital signature affixed thereto. You further agree that a printout of the confirmation or the electronic record available on J.P. Morgan's systems is adequate and sufficient evidence of the existence of a Transaction and the terms thereof.
3. Representations. You represent, acknowledge and understand that:
- 3.1. You are duly organized, validly existing, and in good standing under the laws of the jurisdiction of your organization or incorporation.
- 3.2. By making use of any of the Services you accept to be bound by these Terms of Service and to perform your obligations under this Terms of Service and has taken all necessary action to authorize such performance.
- 3.3. Your performance of your obligations under these Terms of Service does not violate or conflict with any Applicable Law, any provision of your constitutional documents, any order or judgment of any Government or Regulatory Authority or any of your assets, or any contractual restriction binding on or affecting it or any of your assets.
- 3.4. Your obligations under these Terms of Service constitute legal, valid, and binding obligations, enforceable in accordance with their terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium, or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).
- 3.5. Notwithstanding any tools or support J.P. Morgan provides to you, you hereby assume full responsibility for, and shall ensure compliance with any and all “know your customer”, suitability, anti- money laundering, supervision, control, registration, credit review, market abuse laws, rules and regulations (including relating to manipulative trades, wash trades and misuse of information), Market rules and other requirements and restrictions of Applicable Law, J.P. Morgan or any Source whatsoever, that may apply to: (i) the use of any of the Services or any Market by you or any person who accesses any of the Services or Market under a User Code; (ii) the offer or provision of any Services,

- Market or any other financial services offered or provided by or for you; (iii) any communication to or from you; or (iv) any Transaction executed through, or order or instruction communicated using, any of the Services or any Market by you.
- 3.6. You assume full responsibility for: (i) determining the suitability of all orders, trading and Instructions in or through the Services or any Market by you; (ii) ensuring that all such orders, Transactions and instructions comply with all Applicable Law; (iii) setting, monitoring, determining the appropriateness of, communicating to us and enforcing any limits on any and all transactions; and (iv) ensuring the adequacy, suitability and appropriateness of any capability provided as part of the Services or any Market to assist you in meeting requirements of Applicable Law. You acknowledge and agree that in addition to your obligation to ensure that you and your Representatives remain at all times familiar with the rules of the Markets and the products that you trade, you and your Representatives will have read and understood any specific additional compliance information in relation to electronic access to Markets that we may provide to you from time to time.
 - 3.7. You are solely responsible for any delays, expenses and losses associated with compliance or failure to fulfil any responsibility or comply with any requirement set forth in these Terms of Service. Moreover, at all times you shall and shall ensure that your Representatives provide us with any and all information and assistance necessary for us to comply with Applicable Law or to respond satisfactorily to any query or request from any regulatory authority in relation to your and your Representatives' activities and transactions on any Market or through any Market. Your acceptance of responsibility herein is without prejudice to J.P. Morgan's regulatory responsibilities under Applicable Law when providing Direct Electronic Access.
 - 3.8. No J.P. Morgan personnel will determine the suitability, legality or regulatory compliance of your orders, Transactions or instructions.
 - 3.9. Any research and other information with respect to investments communicated to you by J.P. Morgan personnel are, unless otherwise expressly agreed in writing by J.P. Morgan, incidental to the conduct of our business and such research and other information will not serve as the primary basis for any decision made by you.
 - 3.10. All your decisions, whether or not utilizing any research or advice provided by any J.P. Morgan personnel, are solely within your power and discretion.
 - 3.11. You are solely responsible for any investment or trading decisions you make with respect to products identified on the Services and J.P. Morgan is not responsible for determining whether any Transaction you may enter into is suitable, appropriate or advisable.
 - 3.12. J.P. Morgan is not and will not be, by virtue of providing the Services, an advisor or fiduciary, including, but not limited to, a "fiduciary" as defined in Section 3(21) of ERISA, for you or your managed or fiduciary accounts.
4. Limitation of Liability.
- 4.1. You understand that J.P. Morgan will provide the Services using a number of systems and networks, including the internet, to carry data. Data transmission on any electronic system or network may be subject to delay, interruption, interference, blackout, failure, malfunction and interception. The Services are provided to you "as is". J.P. Morgan hereby expressly disclaims any and all warranties, guarantees, conditions, covenants and representations relating to the Services or any Market, including, but not limited to, any relating to merchantability, quality, accuracy, fitness for a particular purpose, title, non-infringement, timeliness, availability, latency, capacity, currency, absence of viruses or damaging or disabling code, any warranties or representations that any Services or access to any portion of it will be: (i) uninterrupted or error-free; or (ii) that defects in such Services will be correctable or corrected, or other attributes, whether expressed or implied (in law or in fact), oral or written, or from a course of dealing or usage of trade. J.P. Morgan has no responsibility to inform you of any difficulties it or other third parties experience concerning use of the Services for our accounts or other accounts or to take any action in connection with those difficulties. J.P. Morgan also will have no duty or obligation to verify, correct, complete or update any Content available through the Services. The Services are being provided with all faults and the entire risk as to satisfactory quality, performance, accuracy and effort regarding the Services or any Market is with you.
 - 4.2. You agree to release and discharge J.P. Morgan, its Representatives and the applicable Sources from any and all responsibility and liability, contingent or otherwise, for any loss, cost, claim or damage (including, but not limited to, any lost profits, whether direct or indirect, and any special, exemplary, punitive or consequential damages) arising out of or otherwise relating to your or your Authorized Persons' access to any of the Services or any Market or any use of any of the Services or any Market under a User Code or any malfunction, delay, interruption, omission or failure of any of the Services or any Market. Each of J.P. Morgan's affiliates will only be liable for its own obligations pursuant to these Terms of Service. Notwithstanding anything to the contrary contained in these Terms of Service, in no event will any such entities be deemed a guarantor of, or otherwise liable for, any performance or payment obligation of the others in connection with this notice.
5. Indemnification. You will indemnify, protect, and hold harmless J.P. Morgan and its Representatives from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, excise taxes, costs, expenses and fees (including attorney's fees) (collectively, "Losses") resulting from or arising out of a breach of these Terms of Service or the use of or inability to use, the Services, including any breaches of the security of the Services (including any access or entry into any of our other systems not covered by this Terms of Service), and, if you are a broker-dealer, investment manager or

investment adviser acting on behalf of your customers, including any claims that a trade was not suitable for or not authorized by a customer, caused directly or indirectly by you or your Authorized Users, except to the extent such Losses are due to J.P. Morgan's gross negligence, fraud or willful misconduct. In the event that you breach a provision of these Terms of Service, J.P. Morgan shall be entitled to temporary and permanent injunctive relief against you without the necessity of proving actual damages, in addition to, and independent of, any rights of J.P. Morgan for damages or otherwise.

6. Applicable Master Agreement. To the extent you have an Applicable Agreement in place with J.P. Morgan for the respective Transaction, each such Transaction shall form part of and be subject to the terms and conditions of the Applicable Agreement.
7. Property Rights in Content and Services.
 - 7.1. J.P. Morgan hereby grants you a limited, non-transferable, non-sublicensable, non-exclusive right and license to use each Service and any Content for your use in accordance with these Terms of Service. You may not transfer, sublicense, assign, copy, distribute, translate, convert to another programming language, create any derivative work, disassemble, de-compile, or use any other means to attempt to discover or to discover source code contained in any of the Services.
 - 7.2. You shall not remove or modify any disclaimer, copyright, or trademark notice contained in any Service or in anything copied or downloaded from the same, or reverse engineer, disassemble, de-compile, or use any other means to attempt to discover or to discover the source code contained in any of the Services.
 - 7.3. All rights in any of the Services not expressly granted hereunder are reserved to J.P. Morgan and its Sources. You acknowledge and agree that all aspects of the Services provided by J.P. Morgan or the applicable Sources are commercially valuable proprietary products and trade secrets.
 - 7.4. The Services, any trademarks, service marks and trade names used in conjunction with the Services, and any such information are the property of J.P. Morgan or its licensors and are protected by applicable copyright, patent, trademark and other intellectual property law. Except as otherwise provided herein, you: (i) may not reproduce, provide access to, modify, or commercially exploit in any way, the Services or any information provided through the Services in any manner, without the prior written consent of J.P. Morgan, and (ii) will advise each of your Authorized Persons who may have access to the Services and such information of their obligation to refrain from such actions. You agree and acknowledge that a breach of any obligation under the immediately preceding sentence may cause irreparable injury and damage to J.P. Morgan and that you may therefore be enjoined through injunctive proceedings in addition to any other rights and remedies which may be available to J.P. Morgan at law or in equity.
8. Data Use Rights.
 - 8.1. You consent to the recording, retention and use by J.P. Morgan of all information and data that you input or otherwise communicates during your access to and/or use of any Service or through any e-mail to or from J.P. Morgan, FTP or any other electronic communication means and the transmittal of the same to J.P. Morgan's branches and third parties for execution, processing, database maintenance, recordkeeping or any other use in accordance with customary practices, policies and procedures applicable in the country and state of the domicile of the J.P. Morgan affiliate that has the primary relationship with you. In addition, J.P. Morgan may disclose such information to the extent that it determines in good faith to be required by any Applicable Law or in enforcement of J.P. Morgan's rights or the defense of claims.
 - 8.2. With respect to any Content that J.P. Morgan or any Source provide to you in connection with your use of the Services, (i) J.P. Morgan and any such Source are not responsible or liable if any such data or information is inaccurate or incomplete in any respect; (ii) J.P. Morgan and any such Source are not responsible or liable for any actions that you take or do not take based on such Content; (iii) you will use such Content solely for the purposes set forth in this Terms of Service and/or, where applicable, any Applicable Agreement; (iv) such Content is proprietary to J.P. Morgan and any such Source and you will not retransmit or disclose it to third parties except as required by Applicable Law; and (v) you will use such Content solely in compliance with Applicable Law.
9. Disclaimers.
 - 9.1. J.P. Morgan does not purport to provide any financial, investment, tax, accounting or legal advice by providing any of the Services; and no information on any of the Services constitutes a recommendation that you enter into a particular transaction or a representation that any financial instrument or transaction is suitable or appropriate for you. Unless expressly agreed in writing by J.P. Morgan, J.P. Morgan does not act as agent, fiduciary, financial, legal, regulatory, tax, businesses investments, or accounting advisor or in any similar capacity on your behalf and thus does not undertake any of the duties that an entity acting in that capacity ordinarily would perform. J.P. Morgan is acting in the capacity of an arm's length contractual counterparty to you in connection with any transaction that J.P. Morgan enters into with you, not as a financial or municipal advisor or a fiduciary.
 - 9.2. J.P. Morgan is an active participant in the foreign exchange, commodity and securities markets and may make a market in, may trade for its own account, and may buy or sell a wide variety of currencies, rates, securities, economic indices or measures of economic risk or value, and other benchmarks and instruments relating to a wide variety of currencies and, as such, may engage in hedging transactions related to Transactions entered into by you through any of the Services. Any of the foregoing activities will be conducted without regard to, and may have adverse effects on, the

market prices, rates, or other market factors underlying such Transactions. J.P. Morgan shall not be responsible for establishing or monitoring any of your own trading parameters, limits or conditions.

- 9.3. You acknowledge that your use of a Service may be restricted or limited as a result of Applicable Law and agree that you will act in accordance with such Applicable Law.

10. Privacy.

- 10.1. For the purposes of this Section, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Processing”, and “Supervisory Authority” shall have the meaning given in Applicable Privacy Laws where such laws have commensurate terms. “Applicable Privacy Laws” means all applicable data protection laws, rules and regulations relating to personal data, including the EU Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 and Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing and free movement of personal data (including laws implementing Regulation 2016/679 and repealing Directive 95/46/EC) and other data protection laws as they may be amended or replaced from time to time, and any applicable national laws, rules and regulations implementing the foregoing.
- 10.2. You agree that both J.P. Morgan and you will be a Data Controller with respect to the Personal Data used in relation to the Services. Both J.P. Morgan and you will each comply with its respective obligations under Applicable Privacy Laws.
- 10.3. J.P. Morgan may collect, hold, process or use information about you, your Representatives and your affiliates and agents and their respective Representatives which may constitute Personal Data and may transfer Personal Data to countries that may not have the same protections for Personal Data as the country where it was collected. J.P. Morgan maintains physical, electronic, and procedural safeguards to protect Personal Data. Further information about J.P. Morgan’s Processing activities can be found in J.P. Morgan’s Privacy Policy, a current version of which is available at www.jpmorgan.com/global/privacy. In particular, for Personal Data subject to Applicable Privacy Laws in the EU, further information can be found at www.jpmorgan.com/privacy/EMEA.
- 10.4. In the event that you disclose the Personal Data of any individual to J.P. Morgan, you represent and warrant that you have the right to share the Personal Data where necessary and have obtained sufficient informed consent from such persons, as may be required by Applicable Law or agreement, for J.P. Morgan to Process any Personal Data as described herein and shall make good faith efforts to draw the attention of the individuals to J.P. Morgan’s Privacy Policy, prior to making such disclosure. In particular, to the extent that you disclose the Personal Data of any of your employees to J.P. Morgan, you shall notify those employees of that disclosure, and of these terms.
- 10.5. Individuals can exercise their rights in their Personal Data, such as access, correction or erasure (as applicable, under Applicable Privacy Laws) by contacting their relationship manager.
- 10.6. J.P. Morgan may contact you and your employees (in their business capacity) by mail, e-mail, SMS, telephone and any other electronic means to provide information on similar products and services that J.P. Morgan believes will be of interest, unless J.P. Morgan receives an objection to receiving such information. An individual acting on your behalf who does not wish to receive such communications from J.P. Morgan should contact their relationship manager.

11. Other Agreements. In the event of conflict between these Terms of Service and any other agreements between J.P. Morgan and Customer covering any Product or Service, such other agreements will prevail.

12. Governing Law; Jurisdiction; Waiver of Jury Trial; Arbitration.

- 12.1. Where Customer is organized under the laws of or principally located in, a country (including any states or territories thereof) within the North American, Central American or South American region (an “Americas Country Customer”), then, to the maximum extent permitted under applicable law, these Terms of Service and all claims or causes of action (whether in contract, tort or statute) that may be based on, arise out of or relate to, these Terms of Service, will be governed by and construed in accordance with, the laws of the State of New York (without reference to principles of conflicts of law or to the United Nations Convention on Contracts for the International Sale of Goods). With respect to any suit, action, dispute or proceedings relating in any way to these Terms of Service, including, without limitation, any question regarding its existence, validity, or termination (“Legal Proceedings”), both J.P. Morgan and Customer shall irrevocably (i) submit to the exclusive jurisdiction of the courts of the State of New York or the United States District Court located in the Borough of Manhattan in New York City, and (ii) waive any objection Customer may have at any time to the laying of venue of any Legal Proceedings brought in any such court, waive any claim that such Legal Proceedings have been brought in an inconvenient forum and further waive the right to object, with respect to such Legal Proceedings, that such court does not have any jurisdiction over Customer. Both J.P. Morgan and Customer agree that a final judgment in any such Legal Proceedings shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. BOTH J.P. MORGAN AND CUSTOMER WAIVE TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS RELATED TO THESE TERMS OF SERVICE.
- 12.2. Where Customer is not an Americas Country Customer or these Terms of Service are not otherwise governed by the laws of the State of New York, then, to the maximum extent permitted under applicable law, these Terms of Service and all claims or causes of action (whether in contract, tort or statute) that may be based on, arise out of or relate to, these Terms of Service, will be governed by and construed in accordance with, the laws of England (without reference

to principles of conflicts of law or to the United Nations Convention on Contracts for the International Sale of Goods). With respect to any Legal Proceedings, both J.P. Morgan and Customer irrevocably agree that these shall be referred to and finally resolved by, arbitration under the Arbitration Rules of the London Court of International Arbitration ("LCIA Rules"), which are deemed to be incorporated by reference to this clause. The seat of arbitration shall be London, England. The language of the arbitration shall be English. The arbitral tribunal shall consist of three arbitrators. Both J.P. Morgan and Customer will nominate an arbitrator and then the two arbitrators shall together nominate a Chairman. The decision of the arbitral tribunal shall be final, binding and incontestable.

- 12.3. Customer irrevocably designates and appoints the individual or entity listed in the relevant Applicable Agreement as its Process Agent to receive, for it and on its behalf, service of process in any Legal Proceedings. If, for any reason, Customer's Process Agent is unable to act as such, Customer will promptly notify J.P. Morgan and appoint a substitute process agent acceptable to J.P. Morgan. Nothing in this provision shall affect the right of J.P. Morgan to serve process in any other manner permitted by Applicable Law.