

**Item 1  
Cover Page**

**FORM ADV, PART 2A APPENDIX 1  
WRAP FEE PROGRAM BROCHURE**

**J.P. MORGAN SECURITIES CUSTOMIZED BOND SOLUTIONS PROGRAM**

J.P. MORGAN SECURITIES LLC  
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**J.P. Morgan Securities LLC sponsors other wrap fee programs in addition to those discussed in this brochure. You can obtain brochures for the other programs by contacting us at (800) 999-2000.**

**This wrap fee program brochure provides information about the qualifications and business practices of J.P. Morgan Securities LLC. If you have any questions about the contents of this brochure, please contact us at (800) 999-2000. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission (“SEC”) or by any state securities authority.**

**Additional information about J.P. Morgan Securities LLC also is available on the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).**

**Registration with the SEC or with any state securities authority does not imply a certain level of skill or training.**

**Item 2**  
**Material Changes**

There have been no material changes made to this Wrap Fee Program brochure (the “Brochure”) since its last annual update dated March 29, 2018.

**Item 3**  
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# J.P. Morgan Securities Customized Bond Solutions Program

## Item 4

### Services, Fees and Compensation

J.P. Morgan Securities LLC (“JPMS” or the “Firm”) is a wholly-owned subsidiary of JPMorgan Chase & Co. (“JPMC”), a publicly-held financial services holding company. JPMC and its affiliates (together, “J.P. Morgan”) are engaged in a large number of financial businesses worldwide, including banking, asset management, securities brokerage and investment advisory services. JPMS is registered as a broker-dealer and investment adviser with the U.S. Securities and Exchange Commission (the “SEC”) and is a member of the Financial Industry Regulatory Authority (“FINRA”). JPMS’ investment advisory services include sponsoring a variety of wrap-fee programs to address different investment needs of clients in three separate sales channels: J.P. Morgan Securities, Chase Investments, and Chase Private Client. Similar wrap fee programs that offer the same and similar investment strategies may be offered in the different sales channels and programs, and at different fee levels. The wrap fee clients pay will vary depending on the investment advisory program selected.

This Brochure provides information about JPMS and the J.P. Morgan Securities Customized Bond Solutions Program (“C-BoS” or the “Program”) that is offered by J.P. Morgan Securities, a brand name for a wealth management business of J.P. Morgan. Information about other wrap fee programs sponsored by JPMS are contained in separate Brochures, which can be obtained upon request from your J.P. Morgan Securities financial advisor (each, a “Financial Advisor”), or at the SEC’s website at [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov).

**Investing in securities involves risk of loss that clients should be prepared to bear. The investment performance and success of any particular investment cannot be predicted or guaranteed, and the value of a client’s investments will fluctuate due to market conditions and other factors. Investments are subject to various risks including, but not limited to, market, liquidity, currency, economic and political risks, and will not necessarily be profitable. Past performance of investments is not indicative of future performance.**

#### i. Services

The Program provides clients with access to an affiliated professional portfolio manager, J.P. Morgan Private Investments, Inc. (“JPMPI” or the “Portfolio Manager”), to provide discretionary investment management services in separately managed accounts. Clients select the investment strategy (each, a “Strategy”) from those made available by JPMS. Clients pay an asset-based wrap fee that covers JPMS’s services, JPMPI’s services, and execution of transactions and custody through JPMS and its affiliates. C-BoS is not available to retirement accounts, including qualified retirement plans subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). In order to participate in the Program, clients must complete and execute the J.P. Morgan Securities investment advisory client agreement between client and JPMS (the “Client Agreement”). The Strategies currently available to clients in C-BoS are the Customized Taxable Bond Portfolio Strategy (“C-TAX”), the Customized Municipal Bond Portfolio Strategy (“C-MAP”) and the Customized Preferreds Portfolio Strategy (“C-PREP”), each which is generally described below. In the Program, all accounts are customized to the individual client’s investment needs.

The C-TAX Strategy invests in customized taxable investment grade bonds with the option to also include high yield bonds that seek to generate income. JPMPI takes a “buy and hold” approach (with the general intention to hold the bonds until maturity), while maintaining ongoing credit oversight. As a result, the bonds in the portfolio generally are not actively traded. The proceeds from maturing bonds are generally reinvested into new bond positions. Although C-TAX generally takes a “buy and hold” approach, JPMPI, in its discretion, can decide to sell a bond for any of the following reasons: (a) the credit team determines that the bonds are no longer a desirable investment (a “credit call”); (b) JPMPI restructures an account to better align with its guidelines; or (c) the client requests a sale (e.g., to raise cash or recognize a taxable gain or loss, as applicable). Clients can customize the taxable investment grade or taxable investment grade and high yield bond portfolios by selecting a duration range and minimum credit quality.

The C-MAP Strategy seeks to earn an income stream that is largely or fully exempt from federal as well as certain state and local income taxes, while focusing on capital preservation. JPMPI generally takes a “buy and hold” approach (with the general intention to hold the bonds to maturity) while maintaining ongoing credit oversight. As a result, the bonds in the portfolio generally are not actively traded. The proceeds from maturing bonds are generally reinvested into new bond positions. Although C-MAP generally takes a “buy and hold” approach, JPMPI, in its discretion, can decide to sell a bond for any of the following reasons: (a) the credit team determines that the bonds are no longer a desirable investment (a “credit call”); (b) JPMPI restructures an account to better align with its guidelines; or (c) the client requests a sale (e.g., to raise cash or recognize a taxable gain or loss, as applicable). Clients can customize the municipal bond portfolios by selecting a duration range, a minimum credit quality, and a state preference, if any.

The C-PREP Strategy seeks primarily to generate income that is higher than traditional fixed income investments. The C-PREP Strategy aims to maintain above-moderate exposure to risk of capital loss in pursuit of this return objective. Consistent with this objective, the C-PREP Strategy expects to invest predominantly in preferred securities and deferrable subordinated debt securities, which have a combination of fixed income and equity-like associated risks. The portfolio can experience equity-like volatility and can be concentrated among a limited number of issuers and industry sectors and include securities that are below investment grade or unrated. JPMPI can take an active approach in trading securities in the portfolio and can, in its discretion, sell for a variety of tactical reasons. Clients can customize the portfolio by selecting from various options as to dividend or coupon type, tax treatment and industry sectors.

In C-MAP, clients have the ability to select a duration range, a minimum credit rating and a state preference, if any (collectively referred to for all Strategies as “Guidelines”). In C-TAX, clients have the ability to select a duration range and a minimum credit quality. The credit rating parameters that each client selects for a particular C-MAP or C-TAX account only apply at the time JPMPI initially purchases a particular bond for that account. JPMPI, in its discretion, may or may not liquidate such investments upon a credit rating downgrade. As a result, a C-MAP or C-TAX account may hold bonds to maturity despite a credit rating below the client-selected parameter. In C-PREP, clients have the ability to select from various options as to dividend or coupon type, tax treatment and industry sectors. Collectively, all of the customizations are considered to be a “Customized Portfolio.”

During the course of the management of a client account, a client may change its Customized Portfolio within a C-MAP, C-TAX or C-PREP account. Clients may decide whether (i) to presently restructure the entire C-MAP or C-TAX account based on the new Customized Portfolio (including a sale of any current bonds in the account that do not meet the requirements of the new Customized Portfolio) or (ii) to purchase bonds that meet the requirements of the new Customized Portfolio only as existing bonds mature in the C-MAP or C-TAX account. If a client does not elect for either of the options described above, JPMPI will apply option (ii) as a default. Immediately restructuring the entire account to the new Customized Portfolio can result in taxable events upon the sale of positions. For a C-PREP account, clients can only presently restructure an entire C-PREP account based on the parameters of the new Customized Portfolio (including a sale of current securities in the account that do not meet the requirements of the new Customized Portfolio subject to market liquidity and other market conditions). Clients should consult with their own personal tax advisors to understand any such consequences. However, if the client does not choose a present restructuring (i.e., option (i)), the client account may hold positions that are not in line with the new Customized Portfolio.

Clients determine how to invest through C-BoS after consulting with a J.P. Morgan Securities Financial Advisor. Clients may request that JPMS assist them in the review, evaluation and/or formulation of investment objectives. Clients are responsible for making all decisions regarding the adoption and implementation of any investment objectives. JPMS will notify JPMPI of the client's selection and the Strategy and will also provide JPMPI with information about the client and the account as provided by the client during the account opening process. After receiving the information, JPMPI may in its sole discretion accept or reject the account. If JPMPI accepts an account, JPMPI will manage it on a discretionary basis.

Each client is responsible for monitoring the client's C-BoS account(s). This monitoring includes reviewing any asset allocation between or among Strategies on an ongoing basis and determining whether to rebalance and/or reallocate the C-BoS Assets. The actual allocation of the C-BoS Assets may change over time due to fluctuations in the market value of the C-BoS Assets and/or additions to or withdrawals by the client. In addition, clients are responsible for determining whether a change in the client's circumstances may warrant a change to the client's Strategy selection.

JPMPI manages client accounts in the Program in accordance with each client's specific Guidelines, investment objectives and any reasonable investment restrictions that the client has provided to JPMS and JPMPI and JPMPI has accepted.

Unless JPMS specifically agrees otherwise, Clients are also responsible for monitoring JPMPI's adherence to or consistency with any investment restrictions and/or guidelines that have been submitted by the client for the account and accepted by JPMPI. JPMS has no responsibility for monitoring C-BoS accounts, even if JPMS assisted the client in determining an asset allocation, identified JPMPI as a portfolio manager to the client. Unless specifically agreed to by JPMS, JPMS is not obligated to provide ongoing advice with respect to the client's selection of JPMPI or the Strategy. JPMS is not responsible for the management of any C-BoS account, including the consistency of the management of any account with the client's investment objective for the account or any other information provided by the client.

JPMS will ordinarily provide clearing, settlement and custodial services with respect to transactions and assets in C-BoS accounts. In certain circumstances and subject to certain requirements, JPMS and JPMPI may allow a client to submit a written request to instead custody the assets of the C-BoS account with a third-party custodian the client's account.

In general, JPMS also provides clients with periodic written performance reviews of their C-BoS accounts. Certain C-BoS accounts may not receive such reviews; in its discretion, JPMS may not provide a client with written performance reviews for an account if, for example, the account's assets are not custodied by JPMS or JPMS concludes that the nature of the investment strategy used or securities held

in the account makes valuation, performance measurement or performance benchmarking too difficult, infeasible or insufficiently valid or useful to the client.

**ii. Fees and Compensation**

JPMS will charge each C-BoS account a single, asset-based fee ("Fee") each calendar quarter, in advance. The maximum annual Fee rate is 0.70%.

The rate used for each component of the Fee each quarter will be approximately one-fourth of the applicable annual rate based on the number of days in the quarter, and will typically be applied to the net market value of the assets (including all cash and cash alternatives such as money market mutual funds) in the account. In its discretion, JPMS and/or JPMPI may negotiate the amount and calculation of the Fee (with respect to JPMPI, the portion of the Fee paid over by JPMS to JPMPI) based on a number of factors, including, but not limited to, the type and size of the account, services provided to the account, the client's other accounts with JPMS, accounts with JPMS held by members of client's family, and JPMS's assessment of the potential for future additional business with the client. In addition, JPMS's negotiation of the Fee by JPMS is generally subject to certain internal guidelines based on the total value of assets invested, or expected to be invested, by the client across JPMS's various investment advisory programs.

JPMPI's component of the Fee is paid over by JPMS to JPMPI and is generally 0.12% annually of the net market value of the accounts managed by JPMPI, which is set forth in a fee schedule that is part of an agreement between JPMS and JPMPI. In its sole discretion, JPMPI may waive or reduce its portion of the Fee.

In valuing assets in Program accounts, JPMS uses information provided by recognized independent quotation and valuation services or will rely on information it receives from other third parties, if applicable. JPMS believes this information to be reliable but does not verify the accuracy of the information provided by these sources. If any information provided by these sources is unavailable or is believed to be unreliable, JPMS will value assets in a manner JPMS determines in good faith to reflect fair market value. JPMS may use different valuation sources for different purposes. As a result, the determination of asset values may differ for different purposes. For example, the account asset values used in the Fee calculation may not match the asset values listed on the account's custodial statements. Detailed calculations of any account asset values are available upon request.

The Client Agreement typically provides that (i) a prorated Fee will be charged on total same-day contributions to the account (net of total same-day withdrawals from the account) of \$25,000 or more to cover the period from the date of the net same-day contribution until the end of the quarterly billing period and (ii) a prorated Fee credit will be made for total same-day withdrawals from the account (net of total same-day contributions to the account) of \$25,000 or more to cover the period from the date of the net same-day withdrawal until the end of the quarterly billing period. If the account is terminated during a billing period, JPMS will refund to the client any prepaid amount of the Fee prorated for the period of the billing period after the date of termination.

The Fee is a "wrap fee" that covers JPMS's consulting services, JPMPI's investment management services, clearing, settlement and custody services and, typically but not necessarily, periodic written performance reviews. The Fee does not cover clearing, settlement and custody charges that may be charged by custodians other than JPMS. The Fee also does not cover certain costs or charges that may be imposed by JPMS or third parties, including margin interest, costs associated with exchanging foreign currencies, borrowing fees on short sales, odd-lot differentials, activity assessment fees, transfer taxes, exchange fees, wire transfer fees, postage fees, auction fees, foreign clearing, settlement and custodial fees, and other fees or taxes required by law. The Fee does not cover dealer spreads that JPMS, its affiliates or other broker-dealers may receive when acting as principal in certain transactions. Clients may also bear any fees and expenses associated with converting non-U.S. securities into ADRs or GDRs. When they assist in such conversions, JPMS and its affiliates receive some or all of such fees and expenses borne by the client. For trades in non-U.S. equity securities, the final average price includes a commission to a third-party broker-dealer for execution of the trade, applicable taxes and charges associated with transacting in a non-U.S. security and, if the trade is settled in U.S. Dollars, a service charge for the currency conversion.

JPMS and its affiliates may pay from time to time certain order flow in the form of discounts, rebates, reduction of fees or credits. Conversely, as a result of sending orders to certain trading centers, JPMS and its affiliates receive payment for order flow in the form of discounts, rebates, reduction of fees or credits. Under some circumstances, the amount of such remuneration may exceed the amount that JPMS and its affiliates are charged by such trading centers. This does not alter JPMS's policy to route customer orders where it believes clients will receive the best execution, taking into account, among other factors, price, transaction cost, volatility, market depth, quality of service, speed and efficiency.

***Participation in C-BoS may cost the client more or less than purchasing the services provided in C-BoS separately.*** Many factors bear upon the relative cost of C-BoS to the client, including the cost of the services if provided and charged for separately, the Fee rate charged to the client in C-BoS, the amount of trading activity in the client's account, and the quality and value of the services provided. The

Fee (or component of the Fee) paid by a client may be higher or lower than the fees JPMS charges other clients in C-BoS or other investment advisory programs, the fees JPMS would charge the client in another investment advisory program, and the cost of similar services offered through other financial firms.

In managing the Investment Strategies available through C-BoS, JPMS will generally place orders for C-BoS client accounts with broker-dealers other than JPMS due to JPMS's regulatory requirement to avoid principal transactions and the nature of fixed income and preferred securities. Fixed income and preferred securities are primarily traded in dealer markets. These securities are directly purchased from or sold to a financial services firm acting as a dealer (or principal). A dealer executing such trades may include a mark-up (on securities it sells), a mark-down (on securities it buys), or a spread (the difference between the price it will buy, or "bid," for the security and the price at which it will sell, or "ask," for the security) in the net price at which transactions are executed. The bid and ask are prices quoted by the dealer, so C-BoS clients should understand that a dealer's bid price would be the price at which a client is selling their security, and the dealer's ask price would be the price at which a client is buying the security. These transaction fees (i.e., mark-ups, mark-downs, or spreads charged by third-party broker-dealers) are not included in the Fee. Clients should carefully consider these costs before selecting a Strategy in C-BoS.

When JPMS places orders with broker-dealers other than JPMS, the trade confirmation issued by JPMS with the details of the trade will typically show a price for the traded security that is inclusive (i.e., net) of the commission, mark-up, mark-down or dealer spread paid by the client to the other broker-dealer, but it generally does not break out or otherwise show the amount of the commission, mark-up, mark-down or dealer spread separately. Clients can view more specific information about the "trading away" practices of portfolio managers in J.P. Morgan Securities investment advisory programs – which can result in additional costs for clients that are not covered by the Fee – at <https://www.jpmorganscurities.com/pages/am/securities/legal/investment-managers-trading-away-practices>.

Because the Fee is typically charged on all assets in the account, in a low interest rate environment, a client may earn less interest on assets held in the account as cash or cash alternatives such as money market funds than the amount of the Fee the client is paying JPMS with respect to such assets, and therefore the client's net yield with respect to such assets may be negative.

Except as otherwise agreed to in writing by JPMS, accounts are charged the Fee with respect to all assets in the account regardless of whether the client has previously paid or incurred commissions, sales charges or "loads," mark-ups, mark-downs, dealer spreads, or other costs, charges, fees or expenses in connection with the client's previous purchase of some or all of the assets in a brokerage account or otherwise outside of the Program.

A portion of the JPMS component of the Fee is generally paid to the J.P. Morgan Securities Financial Advisor servicing the client's C-BoS account(s), who also may have recommended that the client participate in C-BoS. ***Because the amount received by an Financial Advisor as a result of a client's participation in C-BoS may be more than the Financial Advisor would receive if the client participated in another J.P. Morgan Securities investment advisory program or paid separately for investment advice, brokerage and other services covered by the Fee, the Financial Advisor may have a financial incentive to recommend C-BoS over other programs or services.***

JPMS may effect trades on behalf of Program accounts through exchanges, electronic communications networks, alternative trading systems and similar execution systems and trading venues (collectively, "Trading Systems"), including Trading Systems in which JPMS or its affiliates may have a direct or indirect ownership interest. JPMS or its affiliates may receive indirect proportionate compensation based upon its ownership percentage in relation to the transaction fees charged by such Trading Systems in which it has an ownership interest. Currently, JPMS and/or its affiliates have an ownership interest in certain Trading Systems, including: (i) BATS Global Markets; (ii) BIDS Trading; (iii) Chicago Stock Exchange; (iv) Boston Options Exchange; and (v) Luminex Trading & Analytics LLC. Clients authorize JPMS to effect trades on behalf of Program accounts through all such Trading Systems, affiliated and unaffiliated, and all such other Trading Systems in which JPMS or its affiliates have a direct or indirect ownership interest and through which JPMS may determine to trade in the future. An up-to-date list of all Trading Systems in which JPMS or its affiliates have a direct or indirect ownership interest and through which JPMS might trade can be found at <https://www.jpmorganscurities.com/pages/am/securities/legal/ecn>. Such Trading Systems (and the extent of JPMS's or its affiliates' ownership interest in any Trading System) may change from time to time.

JPMS may earn additional compensation through brokerage-related services it provides, such as extending margin loans to clients and holding free-credit balances. Certain Financial Advisors may receive production-based bonuses that take into account these amounts in addition to investment advisory fees (including the Fee paid by clients in the Program) and other revenue generated by the Financial Advisor. These bonuses may create a conflict of interest for those Financial Advisors in that they have a financial incentive to recommend that Program accounts incur additional or higher fees for these services by, for example, incurring additional or larger margin loans. In addition, because the rate of fees charged for these brokerage-related services is negotiable, this compensation may give these Financial Advisors a financial incentive to charge clients higher rates for these services.

In general, any margin debit balances held by the client cannot be held in a Program account. This is significant because, for purposes of the calculation of the Fee, the net market value of the assets on which the Fee is based generally will *not* be reduced by the amount of any margin debit balances held by the client in any account outside of the Program – even if some or all of the proceeds of the loan represented by the margin debit balances are held in the client’s Program account(s) or were used to purchase securities held in the client’s Program account(s) and even if some or all of the assets in the client’s Program account(s) are used to collateralize or secure the loan represented by the margin balances. JPMS and the Financial Advisor have a financial incentive for the client to incur margin debt to buy securities in the client’s Program account(s) because: (1) the client will be required to pay JPMS interest and fees on the debt (a portion of which JPMS may pay to the Financial Advisor); and (2) the net market value of the Program account will be increased by the value of the additional securities purchased with the proceeds of the margin loan (and will not be offset by the amount of the client’s margin debit held in the account outside of the Program), resulting in a higher Fee. In addition, any interest and fees paid by the client in connection with any margin debit balances held by the client in any account outside of the Program will not be taken into account in the calculation of the net equity or performance of the client’s Program account(s), as reflected in account statements, written performance reviews or otherwise.

JPMS or its affiliates may retain, as compensation for the performance of services, an account’s proportionate share of any interest earned on aggregate cash balances held by JPMS or its affiliates with respect to “assets awaiting investment or other processing.” This amount, known as “float,” is earned by JPMS or its affiliates through investment in a number of short-term investment products and strategies, including without limitation loans to customers and investment securities, with the amount of such earnings retained by JPMS or its affiliates, due to the short-term nature of the investments, being generally at the prevailing one-month LIBOR interest rate (“LIBOR,” or London Interbank Offered Rate, is the most widely-used benchmark for short-term interest rates), less FDIC insurance and other associated costs, if any. “Assets awaiting investment or other processing” for these purposes includes, to the extent applicable, new deposits to the account, including interest and dividends, as well as any uninvested assets held in the account caused by an instruction to purchase and sell securities. JPMS or its affiliates will generally earn float until such time as such funds may be automatically swept into a “sweep” vehicle or otherwise reinvested. “Assets awaiting investment or other processing” may also arise when JPMS facilitates a distribution from the account. Thus, pursuant to standard processes for check disbursement, cash is generally debited from the account on the date on the face of the check (also called the payable date). Such cash is deposited in a non-interest bearing omnibus deposit account held by JPMS or its affiliates, where it remains until the earlier of the date the check is presented for payment or the date payment on the check is stopped at Client’s instruction (in which case the underlying funds are returned to the account). JPMS or its affiliates derive earnings (float) from their use of funds that may be held in this manner, as described above.

Interest rates (such as LIBOR or EURIBOR) and a wide range of other index levels, rates and values are treated as “benchmarks” and are the subject of recent regulatory reform which can have an impact on your account. For example, Clients in the Program can invest in Strategies that are managed to, or in fixed income or other securities that utilize, certain interest rate benchmarks. There are certain risks associated with loans, derivatives, fixed income, floating rate securities and other instruments or investments that rely on a benchmark which changes or is affected by benchmark reforms. While benchmark reforms are intended to make benchmarks more robust, the reforms may cause benchmarks to perform differently than in the past, to disappear entirely or have other consequences which cannot be predicted. This could have a material impact on any investments linked to or referencing such a benchmark. Such impact may include (i) reducing or increasing the volatility of the published rate or level of the benchmark, (ii) early redemption or termination of the investment, or (iii) adjustments to the terms of the investment. Any of these impacts may be disadvantageous to investors. In particular, such reforms may increase costs and risks associated with investments that use an affected benchmark. The regulatory authority that oversees financial services firms and financial markets in the U.K. has announced that, from the end of 2021, it will no longer persuade or compel contributing financial institutions to make submissions for purposes of determining the LIBOR rate. The LIBOR rate is intended to represent the rate at which contributing banks may obtain short-term borrowings from each other in the London interbank market. As a result, it is possible that commencing in 2022, LIBOR may no longer be available or no longer deemed an appropriate reference rate upon which to determine the interest rate on or impacting certain loans, derivatives and other instruments or investments comprising some or all of an account’s portfolio. In light of this eventuality, public and private sector industry initiatives are currently underway to identify new or alternative reference rates to be used in place of LIBOR. There is no assurance that the composition or characteristics of any such alternative reference rate will be similar to or produce the same value or economic equivalence as LIBOR or that it will have the same volume or liquidity as did LIBOR prior to its discontinuance or unavailability, which may affect the value or liquidity or return on certain investments in an account and result in costs incurred in connection with closing out positions and entering into new trades.

## **Item 5**

### **Account Requirements and Types of Clients**

JPMS requires that all clients who wish to open and maintain an account in the Program enter into the Client Agreement, which sets forth the services that JPMS and JPMPI will provide to the client, the terms and conditions that will govern the handling of the client’s account in the Program, and the investment advisory relationship between the client on the one hand and JPMS and JPMPI on the other.



The minimum amount of assets required to open an account investing in C-MAP or C-TAX is typically \$1,000,000 per account for each Strategy. Clients can also invest in a version of the C-MAP Strategy that offers three options to invest in either national, New York or California bonds, and where the minimum amount required to open an account is typically \$500,000 per account (“C-MAP Select”). The minimum amount of assets required to open an account investing in C-PREP is typically \$500,000 per account. JPMS may, in its discretion, waive or reduce the minimum account opening size for certain clients or accounts. JPMS also may impose a higher minimum account opening size if the client wishes to use a custodian other than JPMS and JPMS, in its discretion, is willing to maintain the account on such a basis. In general, a separate account is required for each separate Strategy selected by the client. JPMPI may impose minimums that are higher or lower than the typical minimums specified above in some or all Strategies and/or may make exceptions to minimums with respect to certain clients or accounts.

C-BoS is not typically intended for investors who seek to maintain control over trading in their accounts, who have a short-term investment horizon (or expect ongoing meaningful withdrawals), or who expect to maintain consistently high levels of cash or money market funds. The types of clients participating in C-BoS generally include individuals, trusts, estates, corporations and other business entities, foundations and endowments. Investment companies, banks and thrift institutions generally do not participate in C-BoS.

A client’s selection of JPMPI for a C-BoS account is subject to JPMS’s and JPMPI’s acceptance of the client’s account in the sole discretion of each of them. JPMS and JPMPI may each decline to accept a particular client or account in the Program at any time and for any reason.

## **Item 6 Portfolio Manager Selection and Evaluation**

JPMPI is an affiliate of JPMS that acts as the Portfolio Manager in C-BoS.

JPMS has a conflict of interest in conducting (or having an affiliated third party conduct) periodic reviews of JPMPI and their Strategies in C-BoS, in identifying them and their Strategies in C-BoS to specific clients because if a client enrolls in C-BoS, JPMS and its affiliates will receive greater aggregate compensation than if the client selected an unaffiliated Portfolio Manager. JPMS believes that this conflict is addressed by the fact that neither the persons responsible for the initial and periodic review of JPMPI and their Strategies for inclusion in C-BoS, nor the Financial Advisors who recommend C-BoS to clients, receive any direct financial benefit from the investment of C-BoS Assets with JPMPI. Moreover, because Financial Advisors are typically compensated in the Program through the receipt of a portion of JPMS’s component of the Fee, which is typically tied to the value of Program accounts, Financial Advisors are to that extent incentivized to identify Portfolio Managers and strategies they believe will increase the value of the account, regardless of whether or not the Portfolio Manager is affiliated with JPMS.

Neither JPMS nor any of its supervised persons acts as a Portfolio Manager in C-BoS.

**Voting Client Securities.** JPMS and JPMPI do not have, and will not accept, authority to vote client securities held in Program accounts. In accordance with applicable law, JPMS will forward to the client all proxy-related materials, annual reports and other issuer-related materials that they receive pertaining to securities held in the client’s Program account. In cases where the client has chosen to use a custodian other than JPMS, the client may receive proxies and other solicitations from that custodian. The client may contact his or her Financial Advisor with questions about a particular proxy solicitation – but JPMS and JPMPI are expressly precluded from taking any action or rendering any advice to any client in the Program with respect to the voting of proxies solicited by, or with respect to, the issuers of any securities held in the client’s Program account. JPMS and JPMPI are not responsible for initiating any legal action or rendering any advice to or taking any action on behalf of clients in the Program with respect to any legal proceedings, including class actions or bankruptcies, related to securities or other investments held in Program accounts, or the issuers thereof. Clients retain the right and obligation to take such legal action relating to the securities held in their accounts.

## **Item 7 Client Information Provided to JPMPI**

Financial Advisors will collect information about their client's investment time horizon, financial circumstances, investment objective and risk tolerance for each account in the Program, and any reasonable restrictions the client wishes to impose on the management of the account(s). Certain information about the client may be set forth in a client profile. JPMS will generally provide JPMPI with such client information as provided by a client during account opening (and otherwise) and other relevant client information and any changes to the information that the client provides. JPMS and JPMPI will rely on the information provided by clients. JPMS will have no liability for a

client's failure to provide JPMS with accurate or complete information or to inform JPMS promptly of any change in the information previously provided.

*Clients are responsible for notifying promptly their Financial Advisor(s) of any changes to the information the client previously provided to JPMS (including financial information and the investment objective for each account), and for providing JPMS with additional information as it may request from time to time to assist it in providing services under the Program. At least once annually, JPMS contacts each client in the Program to determine whether there have been any changes in the client's financial situation, investment objective(s) or investment restrictions for the account that may require a change to the account or the management of the accounts.*

Clients may seek to impose restrictions on the investments in their accounts, including designating particular securities or types of securities that should not be purchased for an account. JPMS will communicate any requested restrictions to JPMPI. JPMPI may reject the requested investment restriction or the account if JPMPI deems the restriction to be unreasonable.

Clients should be aware that any client-imposed investment restrictions may cause JPMPI to deviate from the investment decisions it would otherwise make in managing the account in the Program, and as a result may negatively affect the performance of the account. In the absence of client-specified investment restrictions that have been accepted by JPMPI, it is likely that JPMPI will manage the account in a manner very similar to that of other clients with similar investment objectives and risk tolerances.

## **Item 8 Client Contact with JPMPI**

JPMS places no restrictions on clients contacting or consulting directly with JPMPI. Clients should review JPMPI's Form ADV Part 2A or other applicable disclosure document for any restrictions placed by JPMPI.

## **Item 9 Additional Information**

### **i. Disciplinary Information**

JPMS has been involved in the following material legal or disciplinary events during the last ten years. With respect to the periods before the merger of J.P. Morgan Securities Inc. into Bear, Stearns & Co. Inc. (and the naming of the surviving entity as J.P. Morgan Securities Inc., now J.P. Morgan Securities LLC) on October 1, 2008, and the merger of Chase Investment Services Corp. ("CISC") into J.P. Morgan Securities LLC on October 1, 2012, the events include those involving any of the three entities.

1) Between June 2009 and October 2011, JPMorgan Chase & Co., on behalf of itself and its subsidiaries (including JPMS and CISC), entered into substantially similar settlements with the securities regulators of 47 states in connection with investigations concerning alleged misrepresentations and omissions in connection with the marketing, sales and distribution of auction rate securities ("ARS"). The principal allegations were that the relevant JPMorgan entities misrepresented to customers that ARS were safe, highly liquid investments comparable to money market instruments, and when the auctions that provided liquidity for ARS failed in February 2008, customers held illiquid ARS instead of the liquid, short-term investments the JPMorgan entities had represented them to be and were unable to sell the ARS. Without admitting or denying the allegations, JPMorgan Chase & Co. entered into consent decrees pursuant to which the relevant JPMorgan entities repurchased ARS from certain customers and paid fines, penalties, disgorgement and restitution in amounts that varied from state to state.

2) In November 2009, J.P. Morgan Securities Inc. submitted, and the SEC accepted, an Offer of Settlement in connection with allegations by the SEC that in 2002 and 2003 JPMS had made certain payments to firms whose principals or employees were friends of Jefferson County, Alabama public officials in connection with \$5 billion in County bond underwriting and interest rate swap agreement business awarded to JPMS, without disclosing the payments or conflicts of interest in the swap agreement confirmations or bond offering documents. The SEC also alleged that JPMS incorporated certain of the costs of the payments into higher swap interest rates it charged the County, thereby increasing the swap transaction costs to the County and its taxpayers. The SEC found that the alleged conduct violated Sections 17(a)(2) and 17(a)(3) of the Securities Act of 1933, Section 15B(c)(1) of the Securities Exchange Act of 1934, and Municipal Securities Rulemaking Board Rule G-17. Without admitting or denying any of the SEC's substantive findings, JPMS consented to the SEC's entry of an administrative order that included a censure of JPMS, an order to cease and desist from violations of the aforementioned statutes and rules, and an order requiring payment of disgorgement of \$1 and a civil money penalty of \$25 million. In addition, JPMS undertook to

make a \$50 million payment to the County and to terminate any obligations of the County to make any payments to JPMS under certain swap agreements.

4) In December 2010, CISC submitted an AWC to FINRA pursuant to which the Firm was censured, fined and required to provide remediation to customers who purchased unit investment trusts (“UITs”) and did not receive applicable sales charge discounts. Additionally, CISC’s UIT purchase confirmations failed to disclose that a deferred sales charge may be imposed. Without admitting or denying the allegations, CISC consented to the findings and paid a monetary fine of \$100,000.

5) In June 2011, J.P. Morgan Securities LLC agreed with the SEC to resolve the SEC’s inquiry regarding certain collateralized debt obligations (“CDOs”). Specifically, JPMS agreed to a settlement of allegations that it was negligent in not providing additional disclosure in marketing materials for a CDO called Squared CDO 2007-1, Ltd (“Squared”). The SEC’s complaint alleged that JPMS represented in marketing materials that the collateral manager selected the investment portfolio for Squared but failed to disclose that the hedge fund that purchased the subordinated notes (or “equity”) issued by Squared, and which also took the short position on roughly half of the portfolio’s assets, played a significant role in the selection process. Without admitting or denying the allegations, JPMS consented to the entry of a final judgment against it by the United States District Court for the Southern District of New York. The Final Judgment permanently restrains and enjoins JPMS from violating Sections 17(a)(2) and (3) of the Securities Act of 1933 in the offer or sale of any security or security-based swap agreement, orders JPMS to pay disgorgement of \$18.6 million, together with prejudgment interest thereon in the amount of \$2 million, and a civil penalty in the amount of \$133 million, and orders JPMS to comply with certain undertakings related to the review and approval of offerings of certain mortgage securities.

6) In July 2011, J.P. Morgan Securities LLC resolved an SEC investigation regarding conduct alleged to have taken place on the firm’s municipal derivatives desk. The SEC alleged that prior to at least 2005, JPMS made misrepresentations and omissions in connection with bidding on certain municipal reinvestment instruments, which the SEC alleged affected the prices of certain reinvestment instruments, deprived certain municipalities of a presumption that the reinvestment instruments were purchased at fair market value, and/or jeopardized the tax-exempt status of certain securities. Without admitting or denying the allegations, JPMS consented to the entry of a final judgment against it by the United States District Court for the District of New Jersey. The Final Judgment permanently enjoins JPMS from violating Section 15(c)(1)(A) of the Securities Exchange Act of 1934 and orders it to pay \$51.2 million to certain municipalities and other tax-exempt issuers.

In coordination with the SEC settlement, JPMorgan Chase & Co. (“JPMC”) and certain of its affiliates, including JPMS, also entered into settlements with other agencies to resolve concurrent investigations regarding conduct alleged to have taken place on the firm’s municipal derivatives desk relating to certain municipal derivative transactions occurring in or prior to 2006. Those settlements are as follows: JPMorgan Chase Bank, N.A. entered into a Formal Agreement and a Consent Order for a Civil Money Penalty with the Office of the Comptroller of the Currency and agreed to pay \$35 million; JPMC, JPMS, and JPMorgan Chase Bank, N.A. entered into a Closing Agreement of Final Determination of Tax Liability and Specific Matters with the Internal Revenue Service and agreed to pay \$50 million; and JPMC entered into written agreements with the Antitrust Division of the U.S. Department of Justice, the Federal Reserve Bank of New York, and 25 State Attorneys General. JPMC agreed to pay \$75 million in connection with its agreement with the State Attorneys General. Of the total funds to be paid, \$129.7 million will be eligible for distribution to municipalities and other tax-exempt issuers. The Firm also consented to implement various remedial measures, including enhanced compliance policies and procedures.

7) In October 2011, CISC consented to the entry of an order of the Florida Office of Financial Regulation in connection with allegations that the Firm engaged in the investment advisory business within the State of Florida without three (3) individuals being registered as investment advisor representatives in the State of Florida. CISC paid an administrative fine in the amount of \$30,000.

8) In November 2011, CISC submitted an AWC to FINRA pursuant to which the Firm was fined, censured and required to provide remediation to customers who purchased certain unit investment trusts (“UITs”) and floating rate funds. FINRA alleged that the Firm failed to establish systems and procedures adequate to supervise the sales of such UITs and floating rate funds. Without admitting or denying the allegations, CISC consented to the entry of FINRA’s findings, paid a monetary fine of \$1,700,000 and agreed to compensate customers that suffered losses as a result of the alleged supervisory failures.

9) In November 2012, the SEC filed a complaint against J.P. Morgan Securities LLC and several of its affiliates in the District Court for the District of Columbia. The complaint related primarily to Bear Stearns’ alleged failure to disclose information regarding settlements entered into by a Bear Stearns affiliate with originators of loans that had been securitized into residential mortgage-backed securities (“RMBS”) trusts beginning in or about 2005. The complaint also alleged that JPMS, in connection with an RMBS offering by a J.P. Morgan affiliate in 2006, failed to include in the RMBS prospectus supplement’s delinquency disclosures approximately 620 loans that the SEC asserted were more than 30 days delinquent at the cut-off date for the offering. Based on the alleged misconduct described above, the complaint alleged that the defendants violated Sections 17(a)(2) and (3) of the Securities Act of 1933. In settlement of the action, the

defendants submitted an executed Consent agreeing to the entry of judgment, without admitting or denying allegations made in the proceeding (other than those relating to the jurisdiction of the District Court over it and the subject matter). In January 2013, the District Court entered a judgment against the defendants that enjoined them from violating, directly or indirectly, Sections 17(a)(2) and (3) of the Securities Act. Additionally, the judgment required the defendants to pay disgorgement in the amount of \$177,700,000, prejudgment interest in the amount of \$38,865,536, and a civil monetary penalty of \$84,350,000.

10) On December 18, 2015, J.P. Morgan Securities LLC (“JPMS”) and JPMorgan Chase Bank, N.A. (“JPMCB”) (together “Respondents”) entered into a settlement with the SEC resulting in the SEC issuing an order (“Order”). The Respondents consented to the entry of the Order that finds that JPMS violated Sections 206(2), 206(4), and 207 of the Investment Advisers Act of 1940 and Rule 206(4)-7 and JPMCB violated Sections 17(a)(2) and 17(a)(3) of the Securities Act of 1933. The Order finds that JPMCB negligently failed to adequately disclose (a) from February 2011 to January 2014, a preference for affiliated mutual funds in certain discretionary investment portfolios (the “Discretionary Portfolios”) managed by JPMCB and offered through J.P. Morgan’s U.S. Private Bank (the “U.S. Private Bank”) and the Chase Private Client lines of business; (b) from 2008 to 2014, a preference for affiliated hedge funds in certain of those portfolios offered through the U.S. Private Bank; and (c) from 2008 to August 2015, a preference for retrocession-paying third-party hedge funds in certain of those portfolios offered through the U.S. Private Bank. With respect to JPMS, the Order finds that, from May 2008 to 2013, JPMS negligently failed to adequately disclose, including in documents filed with the SEC, conflicts of interest associated with its use of affiliated mutual funds in the Chase Strategic Portfolio (“CSP”) program, specifically, a preference for affiliated mutual funds, the relationship between the discounted pricing of certain services provided by an affiliate and the amount of CSP assets invested in affiliated products, and that certain affiliated mutual funds offered a lower-cost share class than the share class purchased for CSP. In addition, the Order finds that JPMS failed to implement written policies and procedures adequate to ensure disclosure of these conflicts of interest. Solely for the purpose of settling these proceedings, the Respondents consented to the Order, admitted to the certain facts set forth in the Order and acknowledged that certain conduct set forth in the Order violated the federal securities laws. The Order censures JPMS and directs the Respondents to cease-and-desist from committing or causing any violations and any future violations of the above-enumerated statutory provisions. Additionally, the Order requires the Respondents to pay a total of \$ 266,815,000 in disgorgement, interest and civil penalty.

Concurrently, on December 18, 2015, JPMCB reached a settlement agreement with the Commodity Futures Trading Commission (“CFTC”) to resolve its investigation of JPMCB’s disclosure of certain conflicts of interest to discretionary account clients of J.P. Morgan Private Bank’s U.S.-based wealth management business. In connection with the settlement, the CFTC issued an order (“CFTC Order”) finding that JPMCB violated Section 4o(1)(B) of the Commodity Exchange Act (“CEA”) and Regulation 4.41(a)(2) by failing to fully disclose to certain clients its preferences for investing certain discretionary portfolio assets in certain commodity pools or exempt pools, namely (a) investment funds operated by JPMorgan Asset Management and (b) third-party managed hedge funds that shared management and/or performance fees with an affiliate of JPMCB. The CFTC Order directs JPMCB to cease-and-desist from violating Section 4o(1)(B) of the CEA and Regulation 4.41(a)(2). Additionally, JPMCB shall pay \$40 million as a civil penalty to the CFTC and disgorgement of \$60 million satisfied by disgorgement to be paid to the SEC by JPMCB and an affiliate in a related and concurrent settlement with the SEC.

11) On July 27, 2016, JPMS and JPMCB (together “Respondents”) entered into a Consent Agreement (“Agreement”) with the Indiana Securities Division (“ISD”). The Respondents consented to the entry of the Agreement that alleged that certain conduct of the Respondents was outside the standards of honesty and ethics generally accepted in the securities trade and industry, in violation of 710 Ind. Admin. Code § 4-10-1(23) (2016). Specifically, the Agreement alleged that, between 2008 and 2013, JPMS failed to disclose to Indiana investors that certain proprietary mutual funds purchased for Chase Strategic Portfolio (“CSP”) clients offered institutional shares that were less expensive than the institutional shares JPMS chose for CSP clients. In addition, the Agreement alleged that, from February 2011 to January 2014, no account opening document or marketing materials disclosed to Indiana investment management account clients or Indiana J.P. Morgan Investment Portfolio clients that JPMCB preferred to invest client assets in proprietary mutual funds, and that between 2008 and January 2014, JPMCB did not disclose its preference for investing certain investment management account assets in certain proprietary hedge funds to Indiana clients. Lastly, the Agreement alleged that JPMCB did not disclose its preference for placement-agent-fee-paying third-party hedge fund managers in certain investment management accounts to Indiana clients until August 2015. Solely for the purpose of settling these proceedings, the Respondents consented to the Agreement, with no admissions as to liability. In the Agreement, the Respondents agreed to pay a total of \$950,000 to resolve the ISD’s investigation, which was paid on August 1, 2016.

12) In October 2018, JPMS submitted an AWC to FINRA pursuant to which JPMS was censured and required to certify in writing to FINRA that it had engaged in a risk-based review of Chase Wealth Management (“CWM”) client-facing third-party vendors, that it had corrected any issues detected, and that JPMS had established and implemented systems and policies and procedures (written or otherwise) reasonably designed to achieve compliance with applicable FINRA and NASD rules. JPMS had discovered and self-reported to FINRA that a vendor responsible for the automated realignment of portfolio assets (“rebalancing”) and the calculation of fees was not rebalancing certain accounts due to technology upgrades by the vendor. Similarly, the vendor had converted to a new billing platform that caused billing errors that went undetected. JPMS paid total restitution of \$4,620,140 to impacted customers and provided substantial assistance to FINRA by proactively undertaking an extensive lookback concerning its complex and systemic failures and reporting related

findings on an ongoing basis. Without admitting or denying the findings, JPMS consented to the sanctions and to the entry of findings that it failed to establish and maintain a system and procedures reasonably designed to monitor and evaluate the performance of the vendor that handled certain functions on behalf of the Firm.

**ii. Other Financial Industry Activities and Affiliations**

JPMS has certain relationships or arrangements with related persons that are material to its advisory business or its clients. Below is a description of such relationships and some of the conflicts of interest that arise from them. JPMS has adopted policies and procedures reasonably designed to appropriately prevent, limit or mitigate conflicts of interest that may arise between JPMS and its affiliates. These policies and procedures include information barriers designed to prevent the flow of information between JPMS and certain other affiliates, as more fully described below.

**a. Broker-Dealer Registrations**

JPMS is registered with the SEC as a broker-dealer as well as an investment adviser. Some of JPMS's management personnel and all of the Financial Advisors and their supervisors in the Program are registered with the Financial Industry Regulatory Authority ("FINRA") as registered representatives of JPMS in its capacity as a broker-dealer.

**b. Futures/Commodities-Related Registrations**

In addition, JPMS is registered with the CFTC as a futures commission merchant and also acts as a commodity pool operator exempt from registration as such with the CFTC. Some of JPMS's management personnel, and a small number of Financial Advisors and/or their supervisors, are registered with the CFTC as associated persons of JPMS in its capacity as a futures commission merchant.

**c. Material Relationships with Related Persons**

JPMS has several relationships or arrangements with related persons that are material to its advisory business or to its advisory clients in the Program.

**1. Affiliated Portfolio Managers**

Please refer to Item 6 for a discussion of the conflicts of interest raised by JPMPI as the Portfolio Manager in the Program and how that conflict is addressed.

**2. Affiliated Sponsors, Distributors and Advisers of Mutual Funds and Other Pooled Investment Vehicles**

A Program client's selection of J.P. Morgan-affiliated funds as the vehicle for the temporary investment (i.e., "sweeping") of available cash balances benefits those funds and their J.P. Morgan-affiliated sponsors and/or general partners. JPMS and its affiliates (including JP Morgan Distribution Services, Inc.) may receive compensation from such funds in connection with the operation and/or sale of shares of the funds to Program clients, which may include distribution fees paid by the funds pursuant to Rule 12b-1 under the Investment Company Act of 1940 and non-Rule 12b-1 compensation (including revenue sharing, shareholder servicing fees, and licensing fees for the use by a fund of a JPMorgan index) from certain funds, to the extent permitted by applicable law. To the extent that this receipt of compensation presents a conflict of interest with Program clients, JPMS believes that the conflict is addressed in by the JPMS policy, which is for JPMS to credit back to clients in the Program any Rule 12b-1 fees it receives from funds in connection with fund transactions in Program accounts.

In addition, several affiliates of JPMS manage J.P. Morgan-affiliated funds and receive an investment management fee for doing so. Although the management fee is paid by the fund itself, ultimately it is borne by investors in the fund. Therefore, to the extent the client selects a J.P. Morgan-affiliated fund as the "sweep" vehicle for the account, the JPMS affiliate receives, and the Program client ultimately bears the cost of, an investment management fee with respect to those assets. The affiliates of JPMS that provide such investment management services to funds in which Program account assets may be invested include:

- J.P. Morgan Investment Management, Inc.;
- JPMPI;
- J.P. Morgan Alternative Asset Management, Inc.;
- JF International Management, Inc.; and

- Security Capital Research & Management Incorporated.

The portion of the investment management fee received by JPMS's affiliate that is borne by each Program client is not covered by, and is in addition to, the Fee paid to JPMS by the client. As a result, because JPMS and its affiliates will in the aggregate receive more compensation when Program assets are invested in J.P. Morgan-affiliated funds than they would receive were the client instead invested in unaffiliated funds, JPMS has a conflict of interest in making only (or primarily) affiliated funds available to Program clients for the "sweeping" of available cash balances. JPMS and JPMPI address this conflict through disclosure to Clients and through the investment process described in Item 6 above.

Clients should review the applicable prospectuses for funds in their Program accounts for additional information about the internal fees and expenses ultimately borne by investors in the funds.

### **3. JPMorgan Chase Bank, N.A.**

In the Client Agreement, clients in the Program generally authorize JPMS, to the extent permitted by applicable law, to invest (i.e., "sweep") available cash balances in the JPMorgan Chase Bank, N.A. ("JPMCB") Deposit Account or one or more money market mutual funds that are typically affiliated with JPMS. The Deposit Account is the default "sweep" option for C-BoS clients; that is, if the client does not affirmatively indicate the selection of one of the available alternatives, the client is deemed to have selected the Deposit Account. JPMCB is a national banking association affiliated with JPMS. JPMCB is subject to supervision and regulation by the U.S. Department of Treasury's Office of the Comptroller of the Currency. JPMCB provides investment management, trustee, custody and other services to institutional clients.

JPMorgan Chase & Co., JPMS's parent company, is a public company that is a bank holding company registered with the Board of Governors of the Federal Reserve System (the "Federal Reserve"). JPMorgan Chase & Co. is subject to supervision and regulation by the Federal Reserve and is subject to certain restrictions imposed by the Bank Holding Company Act ("BCHA") and related regulations.

Cash balances "swept" into the Deposit Account are remitted for deposit by JPMS, acting as the client's agent, into a Money Market Deposit Account maintained at JPMCB. Balances in the Deposit Account are covered by Federal Deposit Insurance Corporation ("FDIC") insurance, subject to applicable limits, terms and conditions, but are not protected by the Securities Investor Protection Corporation. Clients who authorize the "sweeping" of their cash balances into the Deposit Account receive the J.P. Morgan Deposit Account Disclosure, which provides further information about the Deposit Account, including the limits, terms and conditions of FDIC insurance coverage.

Although there is no charge, fee or commission to clients imposed with respect to the Deposit Account, JPMCB benefits from Program clients' selection of the Deposit Account as their "sweep" option because, through the Deposit Account, JPMCB receives a stable, cost-effective source of funding. JPMCB intends to use deposits made by customers who select the Deposit Account to fund current and new businesses, including lending activities and investments. The profitability on such lending activities and investments is generally measured by the difference, or "spread," between the interest rate paid on the deposits and other costs associated with the Deposit Account, and the interest rate and other income earned by JPMCB on the loans and investments made with the deposits. The income that JPMCB has the opportunity to earn through its lending and investing activities is usually greater than the fee earned by all JPMorgan Chase-affiliated entities from managing and distributing the money market mutual funds that may be available to Program clients as an alternative cash "sweep" for their Program accounts.

JPMS has a conflict of interest in making the Deposit Account the default "sweep" option for C-BoS clients because JPMCB has a financial interest in Program clients' use of the Deposit Account. JPMS believes that the conflict is addressed through:

- the client's ability to affirmatively select another available "sweep" option in the Client Agreement and to change the "sweep" option selection to an available alternative at any time;
- the J.P. Morgan Deposit Account Disclosure provided to the client; and
- the client's ability to obtain the prospectus for each money market mutual fund that is an available alternative to the Deposit Account as a "sweep" vehicle.

All or substantially all registered representatives in J.P. Morgan Securities, including all Financial Advisors in the Program, also are employees of JPMCB. In their capacities as employees of JPMCB and outside of the Program, Financial Advisors may market and sell to clients products and services of JPMCB (including discretionary portfolio management services), and be compensated in connection with such sales.

### **4. J.P. Morgan Acting in Multiple Capacities**

J.P. Morgan is a diversified financial services firm that provides a broad range of services and products to its clients and is a major participant in the global currency, equity, commodity, fixed income and other markets in which C-BoS accounts invest or may invest. J.P. Morgan is typically entitled to compensation in connection with these activities and C-BoS clients will not be entitled to any such compensation. In providing services and products to clients other than C-BoS clients, J.P. Morgan, from time to time, faces conflicts of interest with respect to activities recommended to or performed for C-BoS clients on one hand and for J.P. Morgan's other clients on the other hand. For example, J.P. Morgan has, and continues to seek to develop banking and other financial and advisory relationships with numerous U.S. and non-U.S. persons and governments. J.P. Morgan also advises and represents potential buyers and sellers of businesses worldwide. C-BoS client accounts have invested in, or may wish to invest in, such entities represented by J.P. Morgan or with which J.P. Morgan has a banking, advisory or other financial relationship. In providing services to its clients and as a participant in global markets, J.P. Morgan from time to time recommends or engages in activities that compete with or otherwise adversely affect a C-BoS account or its investments. It should be recognized that such relationships can preclude C-BoS clients from engaging in certain transactions and can also restrict investment opportunities that may be otherwise available to C-BoS clients. J.P. Morgan reserves the right to act for these companies that may be otherwise available to C-BoS clients, and providing such services to C-BoS clients may enhance J.P. Morgan's relationships with various parties, facilitate additional business development and enable J.P. Morgan to obtain additional business and generate additional revenue.

J.P. Morgan or JPMS's related persons may provide financial, consulting, investment banking, advisory, brokerage (including prime brokerage) and other services to, and receive customary compensation from, an issuer of equity or debt securities held by client accounts. Any fees or other compensation received by J.P. Morgan in connection with such activities will not be shared with C-BoS clients or used to offset fees charged to C-BoS clients. Such compensation could include financial advisory fees, monitoring fees, adviser fees or fees in connection with restructuring or mergers and acquisitions, as well as underwriting or placement fees, financing or commitment fees, trustee fees and brokerage fees.

#### **5. Revenue Sharing Arrangements with Affiliates**

In addition, JPMS is party to certain revenue sharing arrangements pursuant to which it may receive compensation from certain affiliates in connection with referrals or introductions of investors by registered representatives in J.P. Morgan Securities (including Financial Advisors in the Program) to the affiliates for the provision by the affiliates of products and services to the investors. The investors referred to affiliates may be existing investment advisory clients of J.P. Morgan Securities, including clients in the Program. When J.P. Morgan Securities makes such a referral of one of its existing investment advisory clients to an affiliate, the revenue sharing arrangement creates a conflict of interest with the client because:

- JPMS has a financial incentive to make the referral because it will be entitled to compensation from the affiliate if the referred client becomes a client or customer of the affiliate;
- JPMS does not necessarily base such referrals on any review or due diligence of the affiliate or its personnel, products or services;
- JPMS does not necessarily conduct an assessment of the suitability of the affiliate's products or services for referred clients; and
- it may not be in the referred client's best interest to become a client or customer of the affiliate.

JPMS believes that this conflict is addressed in the following ways:

- Typically, the referred client is not charged more for the product or service provided by the affiliate by virtue of the fact that the affiliate will compensate JPMS for the referral.
- Clients referred to affiliates by JPMS have no obligation to become clients or customers of those affiliates, and their declining to do business with the affiliate to which they were referred will not affect their relationship with JPMS.

#### **d. Recommendation or Selection of Other Investment Advisers**

Outside of and separate from the Program, JPMS acts as a solicitor (sometimes also called a "finder" or "referrer") of prospective clients for certain other investment advisers, which may include one or more advisers acting as portfolio managers in J.P. Morgan Securities investment advisory programs. Under its solicitation agreements with those advisers, JPMS is entitled to a specified portion of the advisory fees received by the advisers from the investors that were referred to them by JPMS. The investors referred to other advisers by JPMS may be existing investment advisory clients of JPMS, including clients in the Program. When JPMS makes a referral of one of its existing

investment advisory clients to another adviser under a solicitation arrangement, the arrangement creates a material conflict of interest with the client because:

- JPMS has a financial incentive to make the referral because it will be entitled to compensation from the other adviser if the referred client becomes a client of the other adviser;
- JPMS does not base such referrals on any review or due diligence of the other advisers or their personnel or investment strategies;
- JPMS does not conduct an assessment of the suitability of the other advisers' services for referred clients; and
- it may not be in the referred client's best interest to become a client of the other adviser.

JPMS addresses this conflict in the following ways:

- The other advisers' payments of solicitation fees to JPMS are typically subject to certain legal requirements and conditions, including the delivery by JPMS to the referred client, at the time of the referral, of a written document that discloses, among other things, the relationship between JPMS and the other adviser, the fact that JPMS will be compensated for the referral, the terms of the compensation arrangement, and the amount (if any) in addition to the advisory fee that the referred client will be charged by the other adviser for the cost of obtaining the client's business.
- Clients referred to other advisers by JPMS have no obligation to become clients of those advisers, and their declining to do business with the adviser to which they were referred will not affect their relationship with JPMS.

**iii. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading**

**a. Code of Ethics**

Financial Advisors in the Program are bound by the J.P. Morgan Securities Investment Adviser Code of Ethics, adopted by JPMS in accordance with Rule 204A-1 under the Investment Advisers Act of 1940.

The Code of Ethics describes the general standards of business conduct applicable to JPMS's investment advisory representatives, including Financial Advisors in the Program, and the fiduciary obligations owed by JPMS and its investment advisory representatives to clients in its investment advisory programs. More specifically, the Code of Ethics addresses the following subjects:

- the maintenance of personal securities accounts by JPMS's investment advisory representatives;
- the reporting to JPMS Compliance personnel of certain personal securities holdings and transactions by certain of JPMS's investment advisory representatives;
- certain trading restrictions and holding periods applicable to personal securities transactions of certain of JPMS's investment advisory representatives;
- trading by investment advisory representatives while in possession of material non-public information;
- periodic certification by certain of JPMS's investment advisory representatives of their review, understanding and compliance with the Code of Ethics;
- JPMS's administration and enforcement of the Code of Ethics; and
- the keeping of certain records relating to the Code of Ethics and its administration and enforcement by JPMS.

*JPMS will provide a copy of the J.P. Morgan Securities Investment Adviser Code of Ethics to any client or prospective client upon request.*

**b. Securities in Which JPMS or a Related Person Has a Material Financial Interest**

In the Program, JPMS does not recommend specific securities or securities transactions to clients; JPMS makes all investment decisions in their sole discretion. In some cases, however, JPMS or a related person, acting as broker or dealer, may effect transactions for, or engage in transactions with, Program accounts in securities in which JPMS or a related person has a material financial interest.

**1. Principal and "Agency Cross" Transactions**

Certain securities, such as over-the-counter stocks and fixed income securities, are traded primarily in "dealer" markets. In such markets, securities are purchased directly from, or sold directly to, a financial institution acting as a dealer, or "principal." Dealers executing principal trades typically include a "mark-up" (an increase in the price paid to the dealer when the dealer is selling a security), "mark-down"



(a decrease in the price paid by the dealer when the dealer is buying a security) and/or “dealer spread” (the difference between the bid price and offer price for a security) in the net price at which the transactions are executed.

When acting as principal in connection with transactions in Program accounts, JPMS and its affiliates may charge the Program client a “dealer spread,” which will be incorporated into the net price paid (for purchases) or received (for sales) by the client in the transaction. Dealer spreads paid by the client and received by JPMS and its affiliates are not covered by, and are in addition to, the Fee. Therefore, because by acting in a principal capacity JPMS and its affiliates may earn additional amounts at the expense of the client, JPMS and its affiliates have a financial interest in acting in such capacity in connection with transactions in Program accounts that conflicts with the client’s interest in avoiding the payment of dealer spreads. JPMS addresses this conflict in several ways, including:

- As a matter of policy, when practicable and consistent with best execution obligations, JPMS generally prohibits the effecting of transactions for Program clients where JPMS or any of its affiliates will act as principal. In certain circumstances exceptions may be permitted, typically for non-retirement plan accounts only.
- In addition, for JPMS or any of its affiliates knowingly to act as principal in connection with a transaction for a Program account managed by JPMIM or JPMPI, the law generally requires that before the completion of each such transaction JPMS must disclose to the client in writing that it or its affiliate will be acting in a principal capacity and obtain the client’s consent to the transaction.
- While JPMS and its affiliates may receive a dealer spread in the net price when acting as principal in connection with a transaction for a client in the Program, they will not receive commissions, “mark-ups” or “mark-downs.”

When acting as agent for both the client in the Program and the party on the other side of the transaction (known as an “agency cross transaction”), JPMS and its affiliates may receive compensation from both parties and therefore may have a conflicting division of loyalties and responsibilities. To address this conflict:

- As a matter of policy, when practicable and consistent with best execution obligations, JPMS generally prohibits the effecting of transactions for Program clients where JPMS or its affiliate acts as agent for the other side of the transaction. In certain circumstances exceptions may be permitted, typically for non-retirement plan accounts only.
- For JPMS or any of its affiliates knowingly to effect a transaction for a Program account managed by JPMIM or JPMPI where JPMS or its affiliate acts as agent for the other side of the transaction, the law generally requires that JPMS satisfy certain conditions, including the client’s prospective written authorization of such agency cross transactions, the right of the client to revoke such authorization at any time in writing, and the provision of certain written disclosure to the client.

The restrictions on the ability of JPMS and its affiliates to effect principal and agency cross trades for Program accounts mean that JPMS will typically execute transactions in “dealer market” securities solely as agent for the client, with a dealer unaffiliated with JPMS on the other side of the transaction. Clients should understand that the restrictions may result in the accounts being precluded from investing in certain securities or in the accounts paying or receiving a less favorable price for certain securities. Generally, the likelihood that there will be such an effect will depend on the particular security in question and the nature of the market for that security. These restrictions could have a negative effect on the performance of Program accounts.

## **2. J.P. Morgan-Affiliated Sponsors and Advisers of Mutual Funds and Other Pooled Investment Vehicles**

A client’s selection of J.P. Morgan-affiliated funds as the vehicle for the “sweeping” of available cash balances benefits those funds and their J.P. Morgan-affiliated sponsors and/or general partners. In addition, several affiliates of JPMS manage J.P. Morgan-affiliated funds and receive an investment management fee for doing so. Although the management fee is paid by the fund itself, ultimately it is borne by investors in the fund. Therefore, to the extent the client selects a J.P. Morgan-affiliated fund as the “sweep” vehicle for the account, the JPMS affiliate receives, and the Program client ultimately bears the cost of, an investment management fee with respect to those assets.

The portion of the investment management fee received by JPMS’s affiliate that is borne by each Program client is not covered by, and is in addition to, the Fee paid to JPMS by the client. As a result, because JPMS and its affiliates will in the aggregate receive more compensation when Program assets are invested in affiliated funds than they would receive were the client instead invested in unaffiliated funds, JPMS has a conflict of interest in making only (or primarily) J.P. Morgan-affiliated funds available to Program clients for the “sweeping” of available cash balances. JPMS and JPMPI address this conflict through disclosure to Clients and through the investment process described in Item 6 above. JPMS and its affiliates (including JP Morgan Distribution Services, Inc.) and other related persons may receive as additional compensation distribution fees (pursuant to Rule 12b-1 under the Investment Company Act of 1940) on money market funds held in Program accounts. To the extent that this receipt of compensation presents a conflict of interest with Program clients, JPMS believes this conflict is addressed by the JPMS policy that credits back to clients in the Program any Rule 12b-1 fees it receives from funds

in connection with fund transactions in Program accounts, Clients should review the applicable prospectuses for funds in their Program accounts for additional information about the internal fees and expenses ultimately borne by investors in the funds.

**3. Client Participation in Offerings where JPMS and its Affiliates act as Underwriter or Placement Agent**

In addition to the mutual funds and other pooled investment vehicles sponsored and managed by affiliates of JPMS and JPMPI, JPMS, JPMPI and its other affiliates also may act as a manager, co-manager, underwriter or placement agent for securities offered through public or private distributions. If permitted by a client's investment objectives, and subject to compliance with applicable law, regulations and exemptions, JPMPI may purchase securities for client accounts, including new issues, during an underwriting or other offering of such securities in which JPMS or its affiliates act as a manager, co-manager, underwriter or placement agent and for which JPMS or its affiliates receives a benefit in the form of management, underwriting or other fees. JPMS and its affiliates also act in other capacities in such offerings and may receive fees, compensation or other benefit for such services.

JPMS and its affiliates and other related persons could have an interest in JPMPI buying (or not selling) securities in Program accounts that JPMS or its affiliates have issued. These financial interests conflict with the interest of Program clients in buying and holding securities based solely on the furtherance of the clients' investment objectives in the Program. JPMS addresses this conflict in the following ways:

- Because JPMPI is typically compensated on the basis of the net market value of Program accounts, JPMPI is to that extent incentivized to exercise their discretion to select investments it believes will increase the value of the account, regardless of whether JPMS, JPMPI or its affiliates are acting as a manager, co-manager, underwriter or other fees.
- When JPMS, JPMPI or its affiliates is the sole underwriter of an initial or secondary offering, JPMPI is the sole underwriter of an initial or secondary offering, JPMPI cannot purchase securities in the offering for its clients.

**c. When JPMS or a Related Person Invests in the Same Securities That It Recommends to or Buys/Sells for Clients**

In the Program, JPMS does not recommend specific securities or securities transactions to clients; JPMPI makes all investment decisions in their sole discretion. In some cases, however, JPMS or a related person, acting as broker or dealer, may effect transactions for Program accounts in the same securities that it or a related person invests in. In addition, JPMPI, acting as Portfolio Manager in the Program, may buy or sell securities for Program accounts that JPMS or a related person (including JPMPI) invests in.

In such circumstances, the interests of JPMS and its related persons conflict with those of Program clients in several respects:

- JPMS or a related person may benefit from (1) clients buying securities that JPMS or the related person then sells or (2) clients selling securities that JPMS or the related person then buys, because client purchases may increase the market price of a security JPMS or the related person owns or borrows and then sells, and client sales may reduce the market price of a security JPMS or the related person then buys. For example, a Financial Advisor who holds a security in his personal account may have a financial interest in a portfolio manager buying a large quantity of the security for all of the Program accounts it manages, with the hope that the increased demand for the security will drive up its market price, immediately before selling the security from his personal account at the increased price.
- JPMS or a related person may benefit from (1) buying securities that clients will later buy (because the subsequent client purchases may increase the market price of the security JPMS or the related person already bought and owns) or (2) selling securities that clients will later sell (because subsequent client sales may decrease the market price of the security JPMS or the related person already sold). For example, a Financial Advisor may have a financial interest in buying a security for her personal account if she knows that a portfolio manager intends to buy a large quantity of the same security for all of the Program accounts it manages, with the hope that the increased demand for the security will drive up its price, immediately before selling the same security from her personal account at the increased price.
- JPMS or a related person may benefit from principal transactions in which it sells a security directly from its own account to a client account or buys a security into its own account directly from a client account. For example, when a portfolio manager enters an order to buy a security for Program accounts it manages, JPMS may have a financial incentive to execute the order through a principal (instead of agency) transaction if it owns the security in its own account, the security is thinly traded or illiquid, and JPMS believes it will decline in value or wants to sell it for another reason.

JPMS believes that these conflicts are addressed by the following:

- the fact that, neither JPMS nor other related persons (including the Financial Advisors) controls or recommends specific securities transactions for Program accounts.
- the maintenance of policies (including in the Code of Ethics) prohibiting JPMS employees from engaging in conduct intended to manipulate the price of securities and procedures designed to prevent and/or detect such conduct;
- the maintenance of information barrier procedures designed to control the flow of information between JPMS's and its affiliates' proprietary trading operations and other business units, including J.P. Morgan Securities; and
- the restrictions on principal transactions with Program accounts described in Item 9.iii.b above.

**d. When JPMS or a Related Person Buys/Sells Securities for Itself at or About the Same Time It Recommends or Buys/Sells the Same Securities to/for Clients**

In the Program, JPMS does not recommend specific securities or securities transactions to clients; JPMPI makes all investment decisions in their sole discretion. In some cases, however, JPMS or a related person, acting as broker or dealer, may effect transactions for Program accounts at or about the same time that it or a related person buys or sells the same securities for its (or a related person's) own account. In addition, JPMPI, acting as portfolio manager in the Program, may buy or sell securities for Program accounts at or about the same time that JPMS or a related person (including JPMPI) buys or sells the same securities for its (or a related person's) own account.

In such circumstances, the interests of JPMS and its related persons conflict with those of JPMS's Program clients in all of the respects described in the preceding section, each of which typically involves not only trading in the same securities that clients do, but also trading in them at or about the same time that clients do. Please refer to Item 9.iii.c above for a description of those conflicts and how they are addressed.

JPMPI and JPMS may, but are not required to, aggregate orders for the sale or purchase of a security for the client's account with orders for the same security for other clients, including orders for JPMPI's or JPMS's or their affiliates' employees and related persons. Aggregated orders will generally be filled at an average price, with a pro rata share of transaction costs (if applicable). A client order that is not aggregated with one or more other client orders may be executed at a less favorable price and incur greater transaction costs than an aggregated order.

JPMS may have a conflict of interest in connection with the aggregation of orders by multiple Program clients for the purchase or sale of the same security. On occasion, an aggregated order will not be fully executed, or "filled." A partial "fill" of an aggregated order must be allocated among the affected clients' accounts. When the affected accounts include a proprietary or personal account for JPMPI or JPMS or any of their affiliates or other related persons (including Financial Advisors), or an account that JPMS or its affiliates may have some other reason to favor (because it typically pays JPMS more compensation, for example), JPMPI or JPMS may have an interest in allocating more shares or units from the partial "fill" to such an account, leaving fewer shares or units for the accounts of other affected clients. JPMS addresses this conflict by processes designed to ensure that the allocation of a partially filled order is fair and equitable in accordance with applicable law. Factors that may affect allocations include, for example, available cash in each account, the size of each account and order, client-imposed or other restrictions on investments in each account, and the desirability of avoiding odd lots. Providing a comparatively favorable allocation to a proprietary or personal account of JPMS or its affiliates or other related persons, however, would not constitute a fair and equitable allocation. For more information about JPMPI's aggregation and allocation policies, please refer to JPMPI's Form ADV Part 2A or other applicable disclosure document(s).

**iv. Review of Accounts**

**a. Nature and Frequency of Program Account Reviews**

JPMS reviews client accounts in the Program on an ongoing basis.

The Financial Advisor to whom a Program account is assigned is responsible for reviewing the account on an ongoing basis on behalf of JPMS. Primary responsibility for the ongoing supervision of activity in the Program accounts lies with the J.P. Morgan Securities supervisory manager(s) (each, a "Supervisory Manager") responsible for supervising activity in accounts handled by the Financial Advisor generally. The ongoing supervisory review of Program accounts by the Supervisory Managers includes review of the transactions effected in them. Certain Program accounts may also be reviewed by appropriate personnel on other than an ongoing basis. Among the factors that might trigger such a review are a change in market conditions, securities position(s) and/or the client's investment objective, a request by the client for a meeting or the occurrence of such meeting, a client complaint, a concern expressed by the Financial Advisor's Supervisory Manager(s) or a member of J.P. Morgan Securities management or Compliance, and the application of internal policies of JPMS.

The information in this Brochure does not include all of the specific review features associated with each Strategy or applicable to a particular client account. Clients are urged to ask questions regarding JPMS's review process applicable to a particular Strategy or investment product.

**b. Reports to Program Clients**

JPMS or one of its affiliates will provide Program clients with separate written confirmations of all transactions executed through JPMS or its affiliates, or clients may instead elect to receive a periodic statement of all transactions executed through JPMS for Program accounts in lieu of separate transaction confirmations, and to have a copy of the confirmations instead sent to the applicable Portfolio Manager. (Notwithstanding such an election by a client, JPMS may in its discretion choose to provide the client with separate written confirmations of some or all of the transactions in the account.) Each client receives written account statements on at least a quarterly basis that show all transactions in the account, all contributions to and withdrawals from the account, and all fees and expenses charged to the account.

Additionally, each Program client typically receives a written periodic performance review summarizing the investment performance of their account. However, certain clients may not receive such performance reviews; in its discretion, JPMS may not provide a client with written performance reviews for a Program account if, for example, the account's assets are not custodied by JPMS or JPMS concludes that the nature of the investment strategy used or securities held in the account makes valuation, performance measurement or performance benchmarking too difficult, infeasible or insufficiently valid or useful to the client.

In preparing account statements, reviews and/or reports, JPMS may use multiple valuation sources that provide different values for a single asset. As a result, the determination of an account's asset values may differ for different purposes and different statements, reviews and reports. Detailed calculations of a client's account asset values are available upon request.

There is an inherent conflict of interest where JPMS or JPMPI values securities or assets in client accounts or provides any assistance in connection with such valuation and JPMS and JPMPI are receiving fees based on the value of such assets. Overvaluing certain positions held by clients will inflate the value of the client assets as well as the performance record of such client accounts which would likely increase the fees payable to JPMS and JPMPI. The valuation of investments may also affect the ability of JPMPI to raise successor or additional funds. As a result, there may be circumstances where JPMS or JPMPI is incentivized to determine valuations that are higher than the actual fair value of investments.

On occasion, JPMS utilizes the services of affiliated pricing vendors for assistance with the pricing of certain securities. In addition, securities for which market quotations are not readily available, or are deemed to be unreliable, are fair valued in accordance with established policies and procedures. Fair value situations could include, but are not limited to a significant event that affects the value of a security, illiquid securities or securities that have defaulted or been de-listed from an exchange and are no longer trading, or any other circumstance in which it is determined that current market quotations do not accurately reflect the value of the security

**c. Trade Errors**

Trade errors and other operational mistakes occasionally occur in connection with JPMPI's management of funds and client accounts. JPMS and JPMPI have developed policies and procedures that address the identification and correction of trade errors. Errors can result from a variety of situations, including situations involving portfolio management (e.g., inadvertent violation of investment restrictions), trading, processing or other functions (e.g., miscommunication of information, such as wrong number of shares, wrong price, wrong account, calling the transaction a buy rather than a sell and vice versa, etc.). JPMS's and JPMPI's policies and procedures require that all errors affecting a client's account be resolved promptly and fairly. Under certain circumstances, JPMS and JPMPI may consider whether it is possible to adequately address an error through cancellation, correction, reallocation of losses and gains or other means. The intent of the policy is to restore a client account to the appropriate financial position considering all relevant circumstances surrounding the error.

**v. Client Referrals and Other Compensation**

**a. Compensation from Non-Clients to JPMS for JPMS's Provision of Advisory Services**

To the best of its knowledge, JPMS does not receive economic benefits from non-clients for providing investment advice or other advisory services to its clients.

JPMS and its affiliates do receive economic benefits from certain mutual funds and other pooled investment vehicles when JPMS's clients' assets in investment advisory accounts are invested in them. Although these benefits are attributable to sales of the funds to JPMS's

investment advisory clients and the investment of investment advisory assets in the funds, they are not benefits the funds provide to JPMS or its affiliates in exchange for JPMS's provision of investment advisory services to the clients. For a discussion of the benefits and the conflicts of interest they raise, please refer to Items 4, 9.ii and 9.iii above.

As discussed in Item 9.ii above, JPMCB also receives economic benefits when JPMS's investment advisory clients select the J.P. Morgan Chase Bank Deposit Account as the vehicle for the "sweeping" of available cash balances in their accounts. Again, while these benefits are attributable to the investment of the assets of JPMS's investment advisory clients in the Deposit Account, they are not benefits JPMCB receives in exchange for JPMS's provision of investment advisory services to the clients.

In addition, JPMS and its affiliates may from time to time enter into joint marketing activities with investment managers and/or sponsors of mutual funds offered in JPMS's investment advisory programs. These managers and/or sponsors may pay some or all of the cost of the marketing activities, which payment may take the form of reimbursement of JPMS. Because of the willingness of these managers and/or sponsors to provide financial support for such activities, JPMS has an incentive to allow these managers and/or sponsors (as opposed to other investment managers and/or sponsors who are unwilling to provide such financial support) to participate in such joint marketing activities. However, the payments by the fund managers and/or sponsors are not made in exchange for JPMS's provision of investment advisory services to its clients.

Please refer to Item 9.ii above for a discussion of (1) revenue sharing arrangements between JPMS and certain of its affiliates pursuant to which JPMS may receive compensation from the affiliates in connection with referrals or introductions of clients by JPMS to the affiliates for the provision by the affiliates of products and services to the clients and (2) solicitation arrangements in which JPMS acts as solicitor for other investment advisers and receives compensation from the other advisers for the referral of clients to them. In such cases the compensation is in exchange for JPMS's referral of clients to other investment advisers – not for JPMS's own provision of investment advisory services to its clients.

**b. Compensation from JPMS to Unsupervised Persons for Client Referrals**

In addition to compensating certain *supervised* persons (including Financial Advisors) for their provision of investment advisory services to clients on behalf of JPMS and/or for their referral or introduction of investors who become clients of JPMS, JPMS compensates certain unsupervised persons for their referral of investors to JPMS who become clients in JPMS's investment advisory programs, including the Program.

JPMS has engaged certain unaffiliated parties to act as solicitors (sometimes also called "finders" or "referrers") of prospective clients for JPMS's investment advisory programs. The solicitors engaged by JPMS are typically themselves registered investment advisers. JPMS does not supervise either the solicitors' activities generally or their solicitation activities. Under these solicitation arrangements, JPMS agrees to pay each solicitor a specified portion of the advisory fees received by JPMS from each client referred to it by the solicitor.

The clients referred to JPMS do not incur any additional fee or charge by JPMS as a result of JPMS's arrangements with the solicitors or its payment of the solicitation fees to the solicitors. Therefore, because JPMS's sharing of certain advisory fees with solicitors reduces the net advisory fee retained by JPMS, Program accounts for clients referred to JPMS by a solicitor may be less profitable for JPMS than other Program accounts, other things being equal. This creates a conflict of interest between JPMS and the referred clients because, as a result, JPMS and the Financial Advisors (whose own compensation is typically tied to the amount of advisory fees received by JPMS from clients) could have a financial incentive to disfavor Program clients referred by solicitors in, for example, the allocation of trades among accounts and in the receipt of the Financial Advisor's time, attention and best investment ideas. JPMS believes that this conflict is addressed in the following ways:

- JPMPI is solely responsible for managing Program accounts and making investment decisions.
- JPMS uses processes designed to ensure that the allocation of partially filled orders is fair and equitable in accordance with applicable law.
- Because the Fee paid by clients in the Program may, in JPMS's discretion, be negotiated and can vary among clients, and the absolute amount of such Fee is typically dependent on the size of the client's account, it is not necessarily the case that the account of a client referred to JPMS by a compensated solicitor will be less profitable for JPMS or the Financial Advisor than other Program accounts.

**vi. Financial Information**

There is no financial condition that is reasonably likely to impair JPMS's ability to meet contractual commitments to its clients.