



J.P.Morgan

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

This Electronic Record and Signature Disclosure (“Terms”) sets forth the terms and conditions upon which JPMorgan Chase Bank, NA or its affiliates (“JPMorgan”) will accept a document signed by an authorized person (“Authorized Signer”) of a customer (“Customer”) of JPMorgan, using an electronic signature (“E-Signed Document”). Neither Customer nor JPMorgan are obligated to use or accept electronic signatures. The Customer may request that a document presented to it through a Platform be provided for manual signature. JPMorgan may require that the Customer provide a document or instruction manually signed by an Authorized Signer along with evidence of the Authorized Signer’s authority to execute such document or instruction.

1. Eligible Platforms.

JPMorgan only accepts E-Signed Documents signed through e-signature platforms (each, a “Platform”) acceptable to JPMorgan on the terms set forth herein. A list of Platforms is available from JPMorgan upon request. JPMorgan may accept E-Signed Documents signed through a Platform in instances where the signing event was initiated by JPMorgan or internally by the Customer. E-Signed Documents signed through a Platform must include a signature panel or other indicator evidencing that the document has not been modified since the signature was applied and a certificate of completion or audit trail providing details about each signer on the document, which must include, at a minimum, the signer’s email address and timestamp (“Completion Document”).

2. Configuration of Platforms.

The Customer is responsible for its own use and configuration of each Platform. Security features (including, without limitation, encrypted messages, additional authentication requirements or features designed to prevent a document from being reassigned to another individual for signature) are included on the Platform for the benefit of the Customer (including, without limitation, to mitigate against fraud). By choosing not to use (or, in the case of encryption, not having the capability to use) any one or more security features, the Customer accepts the risks associated with not using such security measures. JPMorgan is not liable for any loss suffered by the Customer as a result of the Customer not using such security measures. The designated recipient of an email received from a Platform may not forward such email to another person for e-signature. If a document is misdirected, the recipient should contact JPMorgan or use functionality within the Platform to reassign the document to an Authorized Signer. The representations and warranties given by the Customer in these Terms will in no way be affected by a Customer’s choice not to use a security feature.

3. Authority Documents; Personal Data.

The Customer has separately provided JPMorgan with documentation (i) showing or certifying the authority of its Authorized Signers to sign documents on behalf of the Customer and (ii) containing the correct name, business email address, and telephone numbers (“Personal Data”) for each Authorized Signer (“Authority Documents”). The Customer represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Customer will promptly notify JPMorgan if there are any changes to the Authority Documents, including if an Authorized Signer’s authority is modified or revoked. JPMorgan is authorized to rely on the information set forth in the Authority Documents until it receives and

has had a reasonable time to act on such notice. In instances where JPMorgan initiates the signing event, JPMorgan will share Personal Data with the Platform for the sole purpose of facilitating the e-Signing process, and the Customer and Authorized Signer hereby, and by executing an E-Signed Document, consent to the sharing of such information and waives (to the extent permissible) any restrictions on sharing such information under applicable law. Personal Data will be kept by the Platform for the duration of the e-Signing process and will be deleted after a period of one year.

4. JPMorgan's Review of E-Signed Documents.

Upon receiving an E-Signed Document, JPMorgan will review the applicable Completion Document and current Authority Documents to (i) to verify that the signer of the E-Signed Document is an Authorized Signer, and (ii) verify that the email address associated with the electronic signature on the E-Signed Document is the email address of an Authorized Signer. JPMorgan will not verify whether the electronic signature in an E-Signed Document matches the specimen signature held by JPMorgan. The Customer agrees that verification of each E-Signed Document in accordance with this paragraph shall be deemed as prima-facie evidence of its having been duly executed by the Authorized Signer whose electronic signature appears thereon.

5. Customer Representations and Warranties; Acknowledgements.

The Customer represents and warrants on a continuous basis that (i) each E-Signed Document has been validly executed by duly Authorized Signer(s) in accordance with the requirements of applicable law in the Customer's place of incorporation and, to the extent relevant, the Customer's constitutional documents; and (ii) each E-Signed Document constitutes a valid, legal, enforceable and binding obligation of the Customer. The Customer acknowledges that JPMorgan has relied on the foregoing representations and warranties when accepting E-Signed Documents. The Customer confirms that each E-Signed Document constitutes an electronic record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such printed copies will be treated to the same extent and under the same conditions as other original business records created and maintained in documentary form.

The Customer represents and warrants that it has commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Signer at the Authorized Signer's business email address, which include the following: (i) each Authorized Signer is assigned a unique business email address; (ii) the Authorized Signer's access to the business email account requires at least the use of a unique username and password; and (iii) the Authorized Signer is required to maintain the security of the log-in password and other security used to access the business email account and not to reveal them to any other person.

6. Limitation of Liability; Indemnification.

JPMorgan assumes no responsibility or liability arising from operation of a Platform or the transmission, treatment or storage of any data by a Platform, including, without limitation, any Personal Data. In consideration of JPMorgan accepting E-Signed Documents, the Customer indemnifies and holds JPMorgan, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from JPMorgan's reliance on these Terms or on an E-Signed Document executed on behalf of the Customer.

7. Governing Law.

These Terms and any non-contractual obligations arising out of or in relation to its terms shall be governed by the governing law and forum specified in the related E-signed Document, provided that when there is no governing law specified, these Terms shall be governed by and construed in accordance with the laws of New York and disputes arising out of or relating to its terms or any non-contractual obligations arising out of or relating to its terms will be submitted for resolution to the exclusive jurisdiction of the courts of New York, NY, without reference to the conflicts of laws provisions thereof. The Customer agrees that Personal Data will be subject to the laws and legal procedures of the jurisdictions where Platform's databases are located and to the Platform's data retention policy.

8. Entire Agreement.

Except as otherwise agreed, these Terms shall constitute the entire agreement between JPMorgan and Customer with respect to the use and acceptance of electronic signatures. Therefore, any terms and conditions displayed through a Platform, on the Platform's website, or on the Customer website, or any other Customer terms and conditions, related to the use and acceptance of electronic signatures shall not be binding on JPMorgan or the Customer.

These Terms do not apply to Customers in connection with accounts and/or services provided by CB "J.P. Morgan Bank International" (LLC).

If you agree to these terms and conditions, please confirm your agreement by checking the 'I agree' box on the banner ribbon on the web page where you accessed this Consent.

By checking the 'I agree' box, I agree that:

- The documents that are subject to this Consent are solely for business or commercial purposes.
- You are under no obligation to deliver future documents electronically.
- You can convert any paper document into electronic form and destroy the original paper document or convert any electronic document to a paper document. The retained form of a converted document shall be deemed to be an original for all purposes. Any converted document shall remain fully enforceable in accordance with its terms. Destroying the original paper document evidencing a debt, or converting such a document from one form to another, will not constitute forgiveness, novation or cancellation of the debt.
- If there is an inconsistency between this Consent and any provision of another document, the terms of this Consent will prevail
- I can access and read this Consent and each document delivered to me electronically through the DocuSign system.
- I can print this Consent on paper or save it for future reference and access.
- I consent to receive documents electronically through the DocuSign system and any and all documents electronically signed by me are valid and enforceable as if they contained my original signature.