



Corporate Application and Registration Details Form

JPMorgan Fund ICVC, JPMorgan Fund II
ICVC and JPMorgan Fund III ICVC Fund.

Corporate Application and Registration Details Form for UK OEIC Funds

Valid from June 2025

Please complete this form in **BLOCK CAPITALS** and **black ink**, all sections are **mandatory** and should be completed. You should read the Declaration at the end of this form and the 'Data Privacy Policy and Anti-Money Laundering' section in the Supplementary Information Document (SID). When investing in a share class of a fund you must also receive and read the Key Investor Information Document (KIID) before completing this form.

The form should then be returned to **FREEPOST JP MORGAN AM**. An address or a stamp is not required to be added to the envelope. If you have any questions regarding this form, please call our UK-based Client Services Team on 0800 727 770 or contact your financial adviser. Our lines are open Monday to Friday, 9am to 5.30pm.

We (JPMorgan Funds Limited) will be unable to process your application if this form has not been fully completed. Please ensure all the fields of this form are completed, failure to do so could mean the form will be returned to you for completion.

Intermediary

Intermediary's stamp/details including Agent Code (if applicable)

FCA number

By providing Intermediary details you are giving them the authority to act on the account in accordance with Clause 4 of the Terms and Conditions.

Email address

1. About you

The name and address details you give will form the entry on the register which evidences title to shares. It will also be the name and address used for correspondence

This section should be completed by Institutional/Company investor.

Your existing J.P. Morgan account number (if you have one)

Name of Investor (Institution/Company)

Registered address

Country Postcode

Telephone number

Email address

Account Designation (*if any*)

Investor Type (charity, HMRC Registered Occupational Pension Schemes/Plans/Funds, Occupational Pension Schemes/benefit plans that are NOT registered with the HMRC, Trust, Club & Society, Civil law foundation, Public sector bodies, governments, state-owned companies and supranational (other than sovereign wealth funds), limited company, PLC, Other, please specify).

2. Investor's Tax Residency

Tax Regulations require us to collect certain information about each investor's tax residency and tax classifications. In certain circumstances we may be obliged to share information on your account with HMRC Tax Authority who may provide this information to other jurisdictions under applicable laws and treaties. Please complete all sections below as directed. If you have any questions about your organisation's classifications, contact your tax advisor. Please see the Accompanying Notes section on page 7 for key definitions. Should any information provided change in the future, please ensure you inform us of the changes promptly.

Section 1: Investor's Tax Residency

Country of Tax Residence

Tax Identification Number (TIN)

If the country of tax residency does not issue TINs or you are otherwise unable to obtain a TIN please state the reason below:

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Section 2: Investor/Company Classification under FATCA tax regulations

Please tick one box only in the table below

<input type="checkbox"/> 2.1 FATCA IGA Partner Jurisdiction Financial Institution ³	<input type="checkbox"/> 2.5 Deemed Compliant Foreign Financial Entity (besides those listed above) ³
<input type="checkbox"/> 2.2 Participating Foreign Financial Institution (PFFI) ³	<input type="checkbox"/> 2.6 Exempt Beneficial Owner ⁴
<input type="checkbox"/> 2.3 Non-Participating Foreign Financial Institution (N-PFFI) ³	<input type="checkbox"/> 2.7 Active Non-Financial Foreign Entity (Active NFFE) ⁵
<input type="checkbox"/> 2.4 US Entity	<input type="checkbox"/> 2.8 Passive Non-Financial Foreign Entity (Passive NFFE) ⁶

(i) US Entities must provide an IRS form W9 (including their FATCA exemption code – if applicable)

(ii) Passive NFFEs are required to complete Section 4. Controlling Persons of Passive NFFEs/NFEs

If your organisation has a GIIN, please provide:

If you are a sponsored Foreign Financial Institution and have no GIIN, please provide the name and GIIN of the Sponsoring Financial Institution below:

Name of Sponsoring Financial Institution:

GIIN of Sponsoring Financial Institution:

Section 3. Investor Classification under Common Reporting Standard tax regulations⁹

Please tick one box only in the table below

<input type="checkbox"/> 3.1 Financial Institution – Investment Entity in a Non-Participating Jurisdiction and managed by another Financial Institution (A Passive NFE under CRS) ²⁰
<input type="checkbox"/> 3.2 Financial Institution – Investment Entity – Other ²⁰
<input type="checkbox"/> 3.3 Financial Institution – Depository Institution ¹⁵ , Custodial Institution ¹⁴ or Specified Insurance Company ³³
<input type="checkbox"/> 3.4 Active Non-Financial Entity (Active NFE) ¹¹ – a corporation the stock of which is regularly traded on an established securities market or a corporation which is a related entity of such a corporation

If you are a Related Entity of a regularly traded organisation, please provide the name of the regularly traded organisation that the Entity in 3.4 is a Related Entity of:

If you have ticked this classification, please provide the name of the established securities market on which your organisation or the Related Entity is regularly traded:

3.5 Active Non-Financial Entity (Active NFE)¹¹ – a Government Entity, Central Bank or an International Organisation

3.6 Active Non-Financial Entity (Active NFE) – Other¹¹

3.7 Passive Non-Financial Entity (Passive NFE)²⁴

If you have ticked boxes 3.1 or 3.7 you must complete Section 4. Controlling Persons of Passive NFFEs/NFEs

Section 4. Controlling Persons of Passive NFFEs/NFEs

Only complete this section if have you have ticked boxes 2.8, 3.1 or 3.7

Please include the tax residencies and other details of all Controlling Persons (using a separate sheet if required). If a Controlling Person has more than one tax residency please list them on separate lines:

First controlling person

Name Address

Country of tax Residency	TIN	City/town of birth	Country of birth	Date of birth	Controlling person type (Select one from 'a' to 'm' below)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Second controlling person

Name Address

Country of tax Residency	TIN	City/town of birth	Country of birth	Date of birth	Controlling person type (Select one from 'a' to 'm' below)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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Third controlling person

Name	Address
<input type="text"/>	<input type="text"/>

Country of tax Residency	TIN	City/town of birth	Country of birth	Date of birth	Controlling person type (Select one from 'a' to 'm' below)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Fourth controlling person

Name	Address
<input type="text"/>	<input type="text"/>

Country of tax Residency	TIN	City/town of birth	Country of birth	Date of birth	Controlling person type (Select one from 'a' to 'm' below)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If a country of tax residency does not issue TINs or you are otherwise unable to obtain a TIN please state the reason below:

Controlling Person Types

- a. Controlling Person of a legal person – control by ownership
- b. Controlling Person of a legal person – control by other means
- c. Controlling Person of a legal person – senior managing official
- d. Controlling Person of a trust - settlor
- e. Controlling Person of a trust – trustee
- f. Controlling Person of a trust – protector
- g. Controlling Person of a trust – beneficiary
- h. Controlling Person of a trust – other
- i. Controlling Person of a legal arrangement (non-trust) – settlor-equivalent
- j. Controlling Person of a legal arrangement (non-trust) – trustee-equivalent
- k. Controlling Person of a legal arrangement (non-trust) – protector-equivalent
- l. Controlling Person of a legal arrangement (non-trust) – beneficiary-equivalent
- m. Controlling Person of a legal arrangement (non-trust) – other-equivalent

3. Investment details^b

Please tell us the share classes in which you wish to invest and the amount.

ISIN or Sedol Code	Fund name and Share Class	Number of shares	OR	Amount ^c
Example 1: GB00B1YXBL93	JPM Global High Yield Bond Fund B - Income			£20,000,000
Example 2: GB00B235GR40	JPM Asia Fund C - Accumulation	20,000,000		
			Total	£
				£
				£
				£
				£
				£
				£

^b Please note if the Fund name/Share Class does not match the ISIN/Sedol number, this will be rejected. Please ensure the information is clear and correct before submitting.

^c The minimum lump sum investment per Share Class can be found in the Prospectus, which is available on our website using the Fund Explorer at: <https://am.jpmorgan.com/gb/en/asset-management/adv/products/fund-explorer/oeics>

4. Method of Payment

Payment should be for the total amount to be invested, plus any telegraphic transfer charges.

Telegraphic Transfer should be made out to: Barclays Bank Plc

Account Name: JPMorgan Funds Limited

Sort Code: 20-00-00

Account Number: 83023230

IBAN: GB71BARC20000083023230

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5. Receipt of payments

Please complete this section if you are investing in income shares to enable us to make income payments to you. Please note, we will also use these payment details for any other payments to be made to you (for example, for the payment of any redemption proceeds). Should these details change you will need to inform us. Please provide your bank details below:

Name of bank/building society

Address

Name of account

Account number

Bank sort code

IBAN number

These bank details will be applied to both income payments and redemption payments. If you wish to use different bank details please contact us.

6. Declaration/Appointment of Authorised Signatories

You hereby certify that the above details are complete and correct and appoint the officers named below (if any) to act on behalf of the Investor/ Company in respect of the holdings in JP Morgan Funds ("Authorised Signatories"). You understand that shares will be allocated at the next price calculated following the receipt of your application or if the share class has not been launched at the time of the receipt of your application, on the first available price at or following the launch of the share class.

You have received and read the KIID. You confirm you have read, understood and agree to the Terms and Conditions attached to this form.

You accept that a 'Delivery versus Payment' exemption will be applied as detailed in the SID and agree that your money may not be held in a client money account for the full duration of a transaction.

You declare that the information provided on the tax reporting self-certification (section 2 of this form) is to the best of your knowledge and belief, accurate and complete.

You agree to notify JP Morgan Funds Limited immediately in the event the information in the tax reporting self-certification changes.

First Officer Name:

Second Officer Name:

Position (in company):

Position (in company):

Date (Day/Month/Year)

Date (Day/Month/Year)

Third Officer Name:

Fourth Officer Name:

Position (in company):

Position (in company):

Date (Day/Month/Year)

Date (Day/Month/Year)

Signature

Signature

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Checklist

Thank you for choosing to invest with J.P. Morgan Asset Management.

We have created a checklist of all the necessary information required to process your application as quickly and efficiently as possible.

Before sending us your application please check that you've completed the following:

- Provided a contact telephone number.
- Chosen the fund(s) you wish to invest in.
- Selected income or accumulation shares.
- Read and agree to the Terms and Conditions.
- Provided your bank details.
- Check the form has been signed by 2 Authorised Signatories.
- Provide a copy of your Authorised Signatory list on company letter head with the application form.
- If you have any questions regarding the completion of your application form, please contact our Client Services team on 0800 727 770

Important information

Please note

You can appoint up to four officers of the organisation to be responsible for dealing with your company's account.

If the officers you appoint, or their signatures, change, please inform us. Any two of the authorised officers you appoint will be able to give instructions for any action required for your holdings in J.P. Morgan Fund Holdings. Please enclose certified copies of the relevant minutes of the company's meetings at which this application was approved and the authorised signatories were appointed.

Non-Receipt of Cleared Payment

Normally, Shares are issued upon acceptance of dealing instructions and cleared payment for the shares must be received from you by the Settlement Date (as set out in the fund's prospectus). If we do not receive full payment from you by the Settlement Date, or if prior to the Settlement Date we become aware of any reason why, in our opinion, full and timely payment will not be received we have the right to cancel (redeem) the Shares without prior notice to you and at your cost.

We will seek to recover any losses, including costs, remaining after any shares are cancelled. You agree to reimburse the fund for any costs, losses, claims and expenses suffered or incurred by the fund and/or us as a result of your non-payment by the Settlement Date.

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Accompanying Notes for FATCA Certification

Notes – these notes do not constitute tax advice. You should obtain advice from your tax advisor if you are unclear of your tax status.

1 Tax Regulations

The term "Tax Regulations" refers to regulations created to enable automatic exchange of information and include FATCA [2] and the OECD Common Reporting Standard to facilitate automatic exchange of information.

2 FATCA

The Foreign Account Tax Compliance provisions (commonly known as FATCA) contained in the US Hire Act 2010 and any associated IGAs.

3 Financial Institution

The term "Financial Institution" means an Investment Entity, a Custodial Institution, a Depository Institution, or a Specified Insurance Company as defined for the purposes of FATCA. Please see the relevant Tax Regulations for the classification definitions that apply to Financial Institutions.

4 Exempt Beneficial Owner

The term "Exempt Beneficial Owner" means

- (i) a Governmental Entity;
- (ii) an International Organisation;
- (iii) a Central Bank;
- (iv) a UK Retirement Fund meeting the requirements of Annex II, Section II A and B of the US-UK IGA; or
- (v) any other category of Exempt Beneficial Owner under the US Regulations not covered by (i) to (iv) above.

5 Active Non-Financial Foreign Entity (NFFE)

A NFFE is any entity that is not a Financial Institution.

An Active NFFE is any NFFE that meets one of the following criteria:

- (i) Less than 50 per cent of the NFFE's gross income for the preceding calendar year or other appropriate reporting period is passive income (such as dividends, interest, royalties, annuities and rent) and less than 50 per cent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (ii) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity⁸ of an entity, the stock of which is traded on an established securities market;
- (iii) The NFFE is a government, a political subdivision of such government, or a public body performing a function of such government or a political subdivision thereof, or an entity wholly owned by one or more of the foregoing;
- (iv) Substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution. However the entity will not qualify as an Active NFFE if it functions (or holds itself out to be) an investment fund, such as a Private Equity Fund, Venture Capital Fund, Leveraged Buyout Fund or any Investment Vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes. In these circumstances the entity will be a passive NFE;
- (v) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; provided that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFFE;
- (vi) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets, or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution; or
- (vii) The NFFE primarily engages in financing and hedging transactions with, or for Related Entities⁸ that are not Financial Institutions, and does not provide financing or hedging services to any entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution.

6 Passive Non-Financial Foreign Entity (NFFE)

A Passive NFFE is any NFFE that is not an Active NFFE⁵.

7 Controlling Persons

The term "Controlling Persons" means the natural persons who exercise control over an entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Persons" must be interpreted in a manner consistent with the Financial Action Task Force Recommendations.

8 Related Entity

An entity is a Related Entity of another entity if either entity controls the other entity, or two entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 per cent of the vote or value in an entity.

Accompanying Notes for CRS Certification

9 CRS Tax Regulations

The term "CRS Tax Regulations" refers to regulations created to enable automatic exchange of information of tax information proposed by the OECD often referred to as

"Common Reporting Standards" and are imposed in Europe by the European Directive on Administrative Cooperation (DAC).

10 "Account Holder"

The "Account Holder" is the person listed or identified as the holder of a financial account by the financial institution that maintains the account. This is regardless of whether such person is a flow-through Entity. Thus, for example, if a trust or an estate is listed as the holder or owner of a financial account, the trust or estate is the account Holder, rather than the trustee or the trust's owners or beneficiaries. Similarly, if a partnership is listed as the holder or owner of a financial account, the partnership is the account holder, rather than the partners in the partnership. A person, other than a financial institution, holding a financial account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account, and such other person is treated as holding the account.

11 "Active NFE"

An NFE is an Active NFE if it meets any of the criteria listed below. In summary, those criteria refer to:

- active NFEs by reason of income and assets;
- publicly traded NFEs;
- Governmental Entities, International Organisations, Central Banks, or their wholly owned Entities;
- holding NFEs that are members of a nonfinancial group;
- start-up NFEs;
- NFEs that are liquidating or emerging from bankruptcy;
- treasury centres that are members of a nonfinancial group; or
- non-profit NFEs.

An entity will be classified as Active NFE if it meets any of the following criteria:

- a) less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- b) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
- c) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- d) substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- e) the NFE is not yet operating a business and has no prior operating history, (a "start-up NFE") but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
- f) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- g) the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- h) the NFE meets all of the following requirements (a "non-profit NFE") :

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- i) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
- ii) it is exempt from income tax in its jurisdiction of residence;
- iii) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- iv) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
- v) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision.

Note: Certain entities (such as U.S. Territory NFFE's) may qualify for Active NFFE status under FATCA but not Active NFE status under the CRS.

12 "Control"

"Control" over an Entity is generally exercised by the natural person(s) who ultimately has a controlling ownership interest (typically on the basis of a certain percentage (e.g. 10%)) in the Entity. Where no natural person(s) exercises control through ownership interests, the Controlling Person(s) of the Entity will be the natural person(s) who exercises control of the Entity through other means. Where no natural person(s) is/are identified as exercising control of the Entity through ownership interests, then under the CRS the Reportable Person is deemed to be the natural person who hold the position of senior managing official.

13 "Controlling Person(s)"

"Controlling Persons" are the natural person(s) who exercise control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("Passive NFE") then a Financial Institution is required to determine whether or not these Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" described in Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012).

In the case of a trust, the Controlling Person(s) are the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, or any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). Under the CRS the settlor(s), the trustee(s), the protector(s)(if any), and the beneficiary(ies) or class(es) of beneficiaries, are always treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust. Where the settlor(s) of a trust is an Entity then the CRS requires Financial Institutions to also identify the Controlling Persons of the settlor(s) and when required report them as Controlling Persons of the trust.

In the case of a legal arrangement other than a trust, "Controlling Person(s)" means persons in equivalent or similar positions.

14 "Custodial Institution"

The term "Custodial Institution" means any Entity that holds, as a substantial portion of its business, Financial Assets for the account of others. This is where the Entity's gross income attributable to the holding of Financial Assets and related financial services equals or exceeds 20% of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the Entity has been in existence.

15 "Depository Institution"

The term "Depository Institution" means any Entity that accepts deposits in the ordinary course of a banking or similar business.

16 "Entity"

The term "Entity" means a legal person or a legal arrangement, such as a corporation, organisation, partnership, trust or foundation. This term covers any person other than an individual (i.e. a natural person).

17 "Financial Institution"

The term "Financial Institution" means a "Custodial Institution", a "Depository Institution", an "Investment Entity", or a "Specified Insurance Company". Please see the relevant domestic guidance and the CRS for further classification definitions that apply to Financial Institutions.

18 "Investment Entity"

The term "Investment Entity" includes two types of Entities:

- (i) an Entity that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:

- Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
- Individual and collective portfolio management; or
- Otherwise investing, administering, or managing Financial Assets or money on behalf of other persons.

Such activities or operations do not include rendering non-binding investment advice to a customer.

- (ii) The second type of "Investment Entity" ("Investment Entity managed by another Financial Institution") is any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets where the Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity.

19 "Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution"

The term "Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution" means any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets if the Entity is (i) managed by a Financial Institution and (ii) not a Participating Jurisdiction Financial Institution.

20 "Investment Entity managed by another Financial Institution"

An Entity is "managed by" another Entity if the managing Entity performs, either directly or through another service provider on behalf of the managed Entity, any of the activities or operations described in clause (i) above in the definition of "Investment Entity".

An Entity only manages another Entity if it has discretionary authority to manage the other Entity's assets (either in whole or part). Where an Entity is managed by a mix of Financial Institutions, NFEs or individuals, the Entity is considered to be managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity, if any of the managing Entities is such another Entity.

21 "NFE"

An "NFE" is any Entity that is not a Financial Institution.

22 "Participating Jurisdiction"

A "Participating Jurisdiction" means a jurisdiction with which an agreement is in place pursuant to which it will provide the information set out in the CRS.

23 "Participating Jurisdiction Financial Institution"

The term "Participating Jurisdiction Financial Institution" means (i) any Financial Institution that is tax resident in a Participating Jurisdiction, but excludes any branch of that Financial Institution that is located outside of that jurisdiction, and (ii) any branch of a Financial Institution that is not tax resident in a Participating Jurisdiction, if that branch is located in such Participating Jurisdiction.

24 "Passive NFE"

Under the CRS a "Passive NFE" means any: (i) NFE that is not an Active NFE; and (ii) Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution.

25 "Related Entity"

An Entity is a "Related Entity" of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose control includes direct or indirect ownership of more than 50% of the vote and value in an Entity.

26 "Reportable Account"

The term "Reportable Account" means an account held by one or more Reportable Persons or by a Passive NFE with one or more Controlling Persons that is a Reportable Person.

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27 "Reportable Jurisdiction"

A Reportable Jurisdiction is a jurisdiction with which an obligation to provide financial account information is in place.

28 "Reportable Jurisdiction Person"

A Reportable Jurisdiction Person is an Entity that is tax resident in a Reportable Jurisdiction(s) under the tax laws of such jurisdiction(s) - by reference to local laws in the country where the Entity is established, incorporated or managed. An Entity such as a partnership, limited liability partnership or similar legal arrangement that has no residence for tax purposes shall be treated as resident in the jurisdiction in which its place of effective management is situated. As such if an Entity certifies that it has no residence for tax purposes it should complete the form stating the address of its principal office.

Dual resident Entities may rely on the tiebreaker rules contained in tax conventions (if applicable) to determine their residence for tax purposes.

29 "Reportable Person"

A "Reportable Person" is defined as a "Reportable Jurisdiction Person", other than: a corporation the stock of which is regularly traded on one or more established securities markets;

- any corporation that is a Related Entity of a corporation;
- a Governmental Entity;
- an International Organisation;
- a Central Bank; or
- a Financial Institution (except for an Investment Entity described in Sub Paragraph A(6) b) of the CRS that are not Participating Jurisdiction Financial Institutions. Instead, such Investment Entities are treated as Passive NFE's.)

30 "Resident for tax purposes"

Generally, an Entity will be resident for tax purposes in a jurisdiction if, under the laws of that jurisdiction (including tax conventions), it pays or should be paying tax therein by reason of his domicile, residence, place of management or incorporation, or any other criterion of a similar nature, and not only from sources in that jurisdiction. Dual resident Entities may rely on the tiebreaker rules contained in tax conventions (if applicable) to solve cases of double residence for determining their residence for tax purposes. An Entity such as a partnership, limited liability partnership or similar legal arrangement that has no residence for tax purposes shall be treated as resident in the jurisdiction in which its place of effective management is situated. A trust is treated as resident where one or more of its trustees is resident.

31 "Specified Insurance Company"

The term "Specified Insurance Company" means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

32 "TIN" (including "functional equivalent")

The term "TIN" means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction

Please note all correspondence should be sent to the address shown at the top of the application and not to the registered address. Telephone calls may be recorded and monitored for security and training purposes.

JPMorgan Funds Limited Registered Office: 3 Lochside View, Edinburgh Park, Edinburgh EH12 9DH. Registered in Scotland No. 19438. Authorised and regulated by the Financial Conduct Authority shall be treated as resident in the jurisdiction in which its place of effective management is situated. A trust is treated as resident where one or more of its trustees is resident.

31 "Specified Insurance Company"

The term "Specified Insurance Company" means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

32 "TIN" (including "functional equivalent")

The term "TIN" means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a jurisdiction to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such jurisdiction

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Corporate Application and Registration Details Form for UK OEIC Funds

Terms and Conditions Applicable to Investors who complete this Corporate Application and Registration Details Form

The following Terms and Conditions apply to all investments in (a) Fund(s).

1. Definitions

“Applicable Law” means all applicable statutory (including any code, order, regulation, instrument, or subordinate legislation) and other law of the United Kingdom (UK) or elsewhere including any applicable statements of principle, rules and principles, guidelines, regulations or requirements of or issued by any relevant regulatory or supervisory authority or professional body, and any amendments made thereto from time to time.

“Application Form” means the application form in connection with the subscription for Shares.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Constitutive Documents” means the Articles of Incorporation or Management Regulations (as the case may be) of a Fund as amended from time to time.

“Controller”, “Data Subject”, “Personal Data”, “Processing” and “Processor” each have the meanings given to them in the UK GDPR. “Data Protection Laws” means the UK GDPR, Directive 95/46/EC, Directive 2002/58/EC, Directive 2009/136/EC and any other applicable laws and regulations, each as applicable to JPMFL, and each as amended, consolidated, or replaced from time to time.

“Data Protection Laws” means the UK GDPR, Directive 95/46/EC, Directive 2002/58/EC, Directive 2009/136/EC and any other applicable laws and regulations, each as applicable to JPMFL, and each as amended, consolidated, or replaced from time to time.

“ERISA” means Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended.

“FCA” means the Financial Conduct Authority.

“Fund” or “Funds” means the collective investment schemes managed and/or distributed by JPMFL listed in the Application Form.

“Institutional Investor” means any Investor that is not a natural person.

“Investor” means the entity or person specified on page 1 of the Application Form as the subscriber for Shares including, where applicable, an Intermediary who is authorised to subscribe for Shares on behalf of its clients.

“Intermediary” means the entity or person (if any) specified under the Intermediary Section on page 1.

“JPMFL” means JPMorgan Funds Limited with registered office at 3 Lochside View, Edinburgh Park, Edinburgh EH12 9DH.

“Prospectus” means the current prospectus issued by or in respect of each Fund, as supplemented or amended from time to time.

“Shares” means shares or units of a Fund.

“Terms and Conditions” means these terms and conditions that form part of the Application Form, as supplemented or amended from time to time.

“UK GDPR” means Regulation (EU) 2016/679, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of the UK Withdrawal Act and as amended, consolidated or replaced from time to time.

“UK Withdrawal Act” means the European Union (Withdrawal) Act 2018 c.16, as amended by the European Union (Withdrawal Agreement) Act 2020 c.1 and as further amended, consolidated or replaced from time to time.

2. Scope of Terms and Conditions

2.1 These Terms and Conditions relate to transactions in Shares by the Investor and/or Intermediary.

2.2 By applying for Shares, the Investor agrees to be bound by these Terms and Conditions, the Prospectus (together with any applicable local offering document) and the Constitutive Documents.

2.3 The Investor accepts and acknowledges that (a) it is the Investor’s sole responsibility to determine if a particular Fund is a suitable investment; (b) that the characteristics of any Fund may be modified from time to time or that Funds may be merged or liquidated in compliance with Applicable Law.

2.4 JPMFL reserves the right to reject either in whole or part any application for transactions in Shares which is not fully supported by all documents and information requested by JPMFL, payment with good value or for any other reason at JPMFL’s absolute discretion.

3. Proof of identity and source of funds for Investors

3.1 Subscriptions, redemptions and other transactions in Shares, and any accounts opened may be suspended until identification requirements under Applicable Law including but not limited to Anti- Money Laundering Laws and Sanctions Programmes as defined in clause 17 have been fulfilled to JPMFL’s satisfaction.

3.2 If the Investor is not a nominee and is not the ultimate economic beneficiary of the monies invested, the identification documentation of the ultimate economic beneficiary/beneficiaries shall also be provided.

3.3 If the Application Form is signed by the Investor’s Intermediary, and the Intermediary is not acting as a nominee, either a copy of the agreement with the Investor, or a copy of the power of attorney in favour of the Intermediary, must be provided.

3.4 The Investor hereby grants JPMFL the right to subscribe and hold Shares of the Funds in the name of JPMFL for and on behalf of the Investor, where appropriate. JPMFL will inform the Investor in writing if it exercises the right or, having exercised this right, ceases to act in its own name on behalf of the Investor. At any time the Investor can claim, upon ten (10) business days prior written notice to JPMFL, direct title of the Shares.

3.5 If JPMFL wishes to cease to act in its name and on behalf of the Investor, JPMFL will transfer the Shares into the name of the Investor upon (10) business days prior written notice to the Investor.

4. Authority to Act

4.1 If the Intermediary Authority to Deal section of the Application Form has been duly completed and signed, the Investor authorises JPMFL to accept the following types of instructions from the Intermediary on the Investor’s behalf: to buy additional Shares for the Investor, switch Shares in or between the Funds (or sub-funds of such Funds), redeem Shares and to update Investor details with JPMFL in accordance with these Terms and Conditions. If the authorised Intermediary/ person requests JPMFL to redeem Shares on behalf of the Investor, JPMFL will pay the redemption proceeds directly to the Investor’s account specified in the Application Form or as otherwise notified by the Investor.

4.2 If the investor authorizes an intermediary to act on their behalf, JPMFL requires a Letter of Authority detailing the intermediary, unless the intermediary is listed in the application form. If JPMFL have not previously set up an Account for the Investor’s intermediary, then the intermediary will need to have an Account approved and set up before the Intermediary can be added to the Investor’s Account.

4.3 An Investor may withdraw its authority to deal at any time by providing to JPMFL written notice of such withdrawal (including a statement indicating that the authorised person/Intermediary has been duly notified of such withdrawal). Such notice will take effect immediately after it has been processed by JPMFL.

5. Restrictions on sale

5.1. The Shares are not available to or for the benefit of “US Persons” as defined in the Prospectus. The Investor hereby represents and warrants that:

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(a) either (i) it is not a US Person and is not acquiring Shares on behalf of or for the benefit of a US Person or US Persons; or (ii) if it is a US Person, it is acquiring Shares as a fiduciary or dealer for the benefit of its customers, none of which are US Persons or estates or trusts and will not solicit such customers to transact in Shares when physically present in the US.

(b) subscription amounts used to purchase Shares will not be obtained from US Persons primarily for the purpose of investing in the Fund.

(c) it is not a foreign partnership, corporation or similar entity formed by US Persons primarily for the purpose of investing in securities not registered under US Federal securities law and will not acquire Shares on behalf of such entities.

5.2 The Investor represents and warrants that it is not prohibited by Applicable Law from owning, holding, or transacting in Shares.

5.3 The Investor hereby represents and warrants to JPMFL, which representations will be deemed to be repeated for as long as these Terms and Conditions apply to the Investor, that the assets of the Investor do not constitute the assets of (i) an employee benefit plan or arrangement that is subject to ERISA, (ii) a "plan" within the meaning of and subject to Section 4975 of the Code, (iii) a person or entity the underlying assets of which include the assets of any such employee benefit plan or plan by reason of U.S. Department of Labor Regulations codified at 29 CFR Section 2510.3-101, as modified by Section 3(42) of ERISA or otherwise or (iv) a governmental or other plan that is subject to any federal, state, local or non-U.S. law, rule or regulation that is substantially similar to the provisions of Section 406 of ERISA or Code Section 4975.

6. Notices, instructions and voice recordings

6.1 Any document shall be deemed to have been duly served on or received by the Investor as follows: if it is sent by post, on the fifth business day following posting; or other electronic means, immediately following a confirmatory receipt of transmission; or if it is delivered by hand to the registered address of the Investor or at such other address as is notified to JPMFL's in writing, service will be deemed immediate.

6.2 Instructions will only be executed once JPMFL's verification and processing procedure has been completed to its satisfaction. JPMFL will not be liable for any losses or lost opportunities which may result from delays that arise from unclear instructions.

6.3 The Investor may, upon approval by JPMFL, give instructions by letter, or such electronic means as may have been agreed in writing with JPMFL. If, upon the request of the Investor, JPMFL executes electronically transmitted instructions, it is agreed that the contract notes sent by JPMFL conclusively prove that the transactions mentioned thereon have been fulfilled in accordance with such orders given by the Investor.

The Investor assumes all risks, particularly those arising from errors in communication or comprehension including errors as to the identity of the Investor, resulting from the use of such means of communication and relieves JPMFL from any liability in this respect.

6.4 To avoid duplication of orders, any written confirmation from the Investor of previous instructions must clearly state that it is a confirmation.

6.5 JPMFL shall not be liable for the fraudulent use by a third party of the signature of the Investor or its authorised signatories, whether such signature be authentic or forged nor for any instructions purportedly from the Investor which are fraudulent. Should JPMFL not identify the fraudulent use of the authentic or forged signature of the Investor or its authorised signatories or the fraudulent instructions, and effects transactions on the basis of such documents or instructions, it shall, except in cases of gross negligence in the verification of any signature or instruction, be released from any liability. JPMFL shall, in such circumstances, be considered as having made a valid payment, as if it had received authorised instructions from the Investor.

6.6 The Investor agrees that telephone conversations may be recorded by JPMFL, and records may be used in court or other legal proceedings with the same value in evidence as a written document.

7. Subscription payments, details, confirmations and contract notes

7.1 The Investor must transfer by electronic bank transfer the full subscription amount specified in the Dealing Instruction Form to the bank account specified by JPMFL.

7.2 Upon receipt of a fully and correctly completed Application Form, supported by all documents and information requested by JPMFL, JPMFL will open an account on behalf of the Investor.

7.3 A contract note will generally be dispatched or made available on a password protected online platform to an Investor for any transactions in Shares on the business day following the date on which the transaction is effected.

7.4 JPMFL will not be liable for any errors in any contract note or statement of account unless the Investor notifies such error in writing to JPMFL within seven (7) business days of the dispatch or publication of the contract notes on the password protected online platform or within thirty (30) days of issue of a statement of account.

8. Representations, warranties, indemnities and liabilities

8.1 The Investor shall be solely responsible for complying with all relevant legal, tax and exchange control regulations in force in its country of business, incorporation, and domicile.

8.2 The Investor agrees to indemnify the Fund, JPMFL, its affiliates and agents upon first demand against any losses, costs and expenses (including, but not limited to, interest charged to JPMFL by its banking partner, transaction charges and any other charges attributable to the late settlement of any purchase transactions) arising from any misrepresentation under the declarations in the Application Form or any breach of the Investor's obligations under these Terms and Conditions unless such losses are due to the willful default or negligence of JPMFL.

8.3 The Investor undertakes not to permit transactions which it knows to be, or has reason to believe to be, related to late trading or market timing practices as defined under Applicable Laws.

8.4 The Investor represents that it will immediately notify JPMFL if any of the declarations contained in the Application Form or these Terms and Conditions are no longer accurate.

9. Confidentiality and Data Privacy Notices

9.1. Confidentiality

Neither party to these Terms and Conditions shall disclose any confidential information concerning the business or affairs of the other party including, without limitation, information and documents received in connection with a subscription, investment and holding of Shares in a Fund ("Confidential Information") except as provided for in this Clause 9 or in the Prospectus.

The Investor agrees and permits JPMFL to divulge, transmit, disclose, store or otherwise disseminate, use and/or hold Confidential Information received from the Investor, with JPMorgan Chase & Co., its affiliates, auditors, agents, representatives, professional advisers, financial intermediaries and other service providers, for the purpose of managing, administering, operating, supporting and developing the Investor's investment in the Fund and/or JPMFL's business relationship with the Investor.

The obligations set out in clause 9.1 shall not apply to any Confidential Information which (i) at the time of the disclosure is in the public domain; (ii) after disclosure comes into the public domain except as a result of a breach of clause 9.1; (iii) was lawfully in the other party's possession prior to the disclosure; (iv) is subsequently received from a third party without any obligation of confidentiality; (v) the other party gives his prior written consent to disclose; (vi) is requested to be provided to actual or potential purchasers of parts of the business and their respective advisers and owners and in relation to the transfer of contractual rights and/or obligations; (vii) is required to be disclosed as part of legal proceedings; (viii) which is required to be disclosed pursuant to a request or a requirement of any regulatory authority having jurisdiction over a party; and/or (ix) which a party reasonably considers to be required to be

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disclosed to any regulator, governmental or law enforcement agency under Applicable Law.

9.2. Data Protection

9.2.1 In the course of providing services to the Investor, complying with its own contractual and regulatory obligations, and operating its business, JPMFL may Process Personal Data about the Personnel of the Investor, any underlying investor, if applicable, and other affected individuals, in accordance with applicable Data Protection Laws. For the purposes of such Processing, JPMFL is the Controller. Further information about JPMFL's Processing activities can be found in the EMEA Privacy Policy, which is available on the J.P. Morgan Asset Management ("JPMAM") website at www.jpmorgan.com/emea-privacypolicy. Additional copies of the EMEA Privacy Policy are available on request.

9.2.2 The EMEA Privacy Policy sets out relevant information regarding: (a) the collection and creation of Personal Data by, or on behalf of, JPMAM; (b) the categories of Personal Data Processed; (c) the lawful basis for such Processing; (d) the purposes of such Processing; (e) the disclosure of Personal Data to third parties (including Processors); (f) the international transfer of Personal Data; (g) the data security measures applied by JPMAM; (h) JPMAM's compliance with the principles of data accuracy, data retention and data minimisation; (i) the rights of Data Subjects; (j) contact details for enquiries and the exercise of data protection rights. The EMEA Privacy Policy may be updated or revised from time to time without prior notice. The Investor is encouraged to review the EMEA Privacy Policy periodically.

9.2.3 In the event that the Investor discloses the Personal Data of any individual to JPMFL, the Investor shall, to the greatest extent permitted under applicable law, draw the attention of that individual to the EMEA Privacy Policy, prior to making such disclosure. In particular, to the extent that the Investor discloses the Personal Data of any of its Personnel or any underlying investor to JPMFL, the Investor shall notify those Personnel and underlying investor of that disclosure, and of the EMEA Privacy Policy.

10. Amendments

10.1 Amendments to these Terms and Conditions shall be posted on the following website: <https://am.jpmorgan.com/gb/en/assetmanagement/adv/>. JPMFL recommends that the Investor check the website periodically. The Investor agrees that, subject to the remainder of this clause, any amendments to these Terms and Conditions posted on the website shall be deemed approved by the Investor. If any amendment to the Terms and Conditions is considered material (in the sole discretion of JPMFL), then such amendment shall be notified in writing to the Investor. Unless the Investor objects in writing to JPMFL within one (1) calendar month after notification of such amendment to the Investor (either by publication on the website or by notification in writing), such amendment shall be deemed to be approved by the Investor.

10.2 Amendments required by any relevant law, rule, code, or regulation shall be applicable forthwith upon becoming effective.

11. Pledge

11.1 The Investor pledges, where permitted by local laws and regulations, in favour of JPMFL all Shares subscribed now and in the future to JPMFL, in order to secure any present and future payment obligations of the Investor vis-à-vis JPMFL in principle, interest, fees or costs. The Pledged Shares will be designated in the books of JPMFL as being pledged in its favour, without mentioning such pledge on the account statements produced by JPMFL and made available to the Investor. If the Investor does not honor, by due date, any payment obligation towards JPMFL and shall have not fully complied therewith five (5) business days from the dispatch of a written notice of summons to pay, JPMFL shall be authorised to appropriate or sell the Shares in accordance with applicable legal provisions and to offset cash claims of the Investor against secured claims of JPMFL.

11.2 Any pledge (other than contained in clause 11.1) relating to the Investor's Shares to a third party is required to be in accordance with JPMFL's pledging terms and conditions.

12. Miscellaneous

12.1 If any provision of these Terms and Conditions is invalid or unenforceable in any jurisdiction, this shall not affect the validity or enforceability of the remaining Terms and Conditions in that jurisdiction or affect the validity or enforceability in any other jurisdiction.

12.2 JPMFL may treat microfiches, microfilms or any other documents sent by electronic means as *prima facie* evidence with the same value in evidence as an original written document. The Investor agrees that it will not question the validity of a document provided by electronic means if it subsequently fails to provide an original of such document to JPMFL.

12.3 The Application Form together with the Prospectus, the latest report and account of the Fund, any applicable local offering document, and the Constitutive Documents of the Fund (as such documents are amended from time to time) constitute the entire agreement between JPMFL and the Investor and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.

13. Governing Law and Jurisdiction

The Laws of United Kingdom shall govern the validity and construction of these Terms and Conditions and the parties agree to be bound by the exclusive jurisdiction of the English courts.

14. Additional Terms and Conditions Applicable to Financial Products

Any use of a Fund in connection with a Financial Product must be agreed in advance with JPMFL and will be in accordance with these additional terms and conditions for Financial Products.

14.1 For the purposes of these Terms and Conditions, a "Financial Product" means any financial product sponsored, managed, or distributed by the Investor, an affiliate of the Investor or a client of the Investor, where the performance of such financial product is directly linked to the performance of one or more sub-funds of a Fund.

14.2 The Investor may use the Prospectus for the purposes of marketing the Financial Products provided that such use is: (i) in accordance with Applicable Laws; and (ii) will not impose on JPMFL or the Fund a registration requirement or other material obligation that it is not currently subject to.

14.3 Any marketing or promotional material and advertising relating to the Financial Products, or any other document produced or issued by Investor which contains any logo, brand, or name of the Funds, JPMFL or of any other company of the JPMorgan Chase & Co. group of companies ("Financial Product Materials") can only be used by the Investor to market the Financial Products in compliance with this clause.

14.4 All Financial Product Materials must:

- (a) accurately extract information from the Prospectus of the relevant Fund and any such information must also be accurate and not misleading in light of the circumstances in which it was made;
- (b) clearly state that the purchase of a Financial Product by an investor in the Financial Product does not give rise to an investor holding any interest in the Funds;
- (c) not contain any misleading information in relation to a Fund, JPMFL or the JPMorgan Chase & Co. group of companies; and
- (d) not contain any information about a Fund, JPMFL or the JPMorgan Chase & Co. group of companies which has not been provided to it by JPMFL or an affiliate authorised by JPMFL.

14.5 The Investor agrees that the production of any Financial Product Materials will be at its expense and that it is its obligation to determine that the use of such materials is in accordance with Applicable Law.

14.6 If so, requested by JPMFL, the Investor must promptly provide to JPMFL, copies of any Financial Product Materials for review by JPMFL. JPMFL may request at any time, amendments to or cessation of use such marketing material and the Investor agrees to make any reasonable changes promptly.

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14.7 All intellectual property rights belonging or relating to the Funds or JPMFL shall remain the property of the Funds, JPMFL or affiliates of JPMFL. The JPMorgan logo may only be used in the exact form provided to the Investor from time to time.

14.8 The Investor agrees to indemnify and hold harmless JPMFL, and its officers, directors, employees and agents, from and against any and all losses, claims, damages, expenses or liabilities (including but not limited to reasonable attorneys' fees and other costs incurred in connection with any actual or threatened.

15. Representations, warranties and covenants

The Investor represents, warrants, and covenants on its own behalf and on behalf of its agents, officers and employees that:

- (a) it shall at all times comply with any reasonable information request from JPMFL regarding the financial characteristics, financial management, operational features or marketing features and intended distribution of the Financial Product;
- (b) it shall conduct the structuring, launch, management, distribution and liquidation of the Financial Products in compliance with all Applicable Law and that it assumes sole responsibility for its compliance with Applicable Law;
- (c) it is duly licensed or registered or has taken such other action as required by all Applicable Law to perform its obligations under these Terms and Conditions and it will maintain such licenses or registrations;
- (d) it will immediately notify JPMFL in writing if, at any time during the course of these Terms and Conditions, any of the representations or warranties made by it these Terms and Conditions becomes inaccurate or untrue;
- (e) it will not perform any act or make any representation that may or will reflect adversely upon the business integrity or goodwill of the JPMorgan Chase & Co. group of companies or the Funds or which may imperil or prejudice any authorisation of the Funds by any relevant authority; and
- (f) the Shares will solely be used for the purposes of facilitating the issue of the Financial Products and that does not permit them to offer, place, distribute or resell the Shares to any third party investor.

16. Anti-Money Laundering, bribery and anti-corruption

16.1 The Investor represents that it is a regulated firm, credit or financial institution and is subject to complying with (i) customer due diligence and record keeping requirements as laid down in the Applicable Law in relation to the fight against money laundering and terrorist financing and (ii) any applicable international sanctions programmes, including without limitation, the European Union ("EU"), the United States Treasury Department's Office of Foreign Asset Control ("OFAC"), the United Nations Security Council ("UN"), His Majesty's Treasury of the United Kingdom ("HMT") sanctions programmes (hereafter collectively "Anti-Money Laundering Laws and Sanctions Programmes").

16.2 The Investor must (i) comply at all times with its obligations under the Anti-Money Laundering Laws and Sanctions Programmes and (ii) undertakes to assist JPMFL in fulfilling its own obligations under the Anti-Money Laundering Laws and Sanctions Programmes. Upon JPMFL's reasonable request, the Investor, in its capacity as manager of the Financial Product(s), agrees to provide copies of identification documents as well as any necessary supporting documents and records relating to relevant transactions and accounts in connection with the Financial Product's investment in the Fund(s) including that relating to its agents, nominees and any natural persons ultimately - directly or indirectly - beneficially owning a 25% (or higher) interest in such Financial Product(s) invested in the Funds as applicable.

16.3 The Investor (i) will not make investments; and (ii) acknowledges and agrees that JPMFL prohibits investments in the context of the Financial Products or otherwise that are or may be made directly or indirectly:
(i) in contravention of the Anti-Money Laundering Laws and Sanctions Programmes; and/ or (ii) on behalf of terrorists or terrorist organisations and/ or those persons or entities that are included on the lists adopted by the UN, HMT or the EU, or the List of Specially Designated Nationals and Blocked Persons maintained by OFAC.

16.4 The Investor will not offer, give, solicit or accept any improper financial or other inducement for their own benefit and/or on behalf of or for the benefit of JPMFL or otherwise in connection with these Terms and Conditions; and it will promptly report to JPMFL any request or demand for any improper financial or other advantage of any kind received by any person in connection with the performance of these Terms and Conditions. The Investor shall maintain for the duration of these Terms and Conditions appropriate policies, procedures and records to ensure and evidence compliance with this paragraph and with any Applicable Law relating to anti-corruption and bribery that cover its activities under these Terms and Conditions.

16.5 The Investor will promptly notify JPMFL in writing if it becomes aware of facts or information which suggest that a breach of this clause 17 has occurred or is likely to occur, or if it is subject to any investigation by any governmental authorities or regulators with regard to any such actual or alleged breach.

17. Other

17.1 JPMFL may delegate, assign or sub-contract the performance of any of its functions or obligations and/ or transfer any of its rights and obligations to any of its affiliates within the JPMorgan Chase & Co. group of companies but JPMFL's liability to the Investor shall not be affected by this.

17.2 JPMFL may terminate the Investor's right to use a Fund for the purpose of a Financial Product by giving the Investor at least one calendar month's prior notice in writing.

17.3 JPMFL may immediately terminate the Investor's right to use a Fund for the purpose of a Financial Product on written notice to the Investor, if the Investor:

- (a) goes into liquidation (except a voluntary liquidation for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the non-liquidating party) or is unable to pay its debts or commits any act of bankruptcy;
- (b) commits a material breach of its obligations under these Terms and Conditions and, if such breach shall be capable of remedy, fails to remedy such situation within thirty days of receipt of notice served by JPMFL; or
- (c) is trading or permitting transactions or practices in the Funds in a manner which, in the opinion of the Funds or JPMFL is (i) considered to be contrary to the Funds' or JPMFL's respective policies and procedures related to late trading or market timing practices as defined in Applicable Laws; and (ii) otherwise considered not to be in the interests of either of the Funds and/ or its shareholders as a whole and the Investor has failed to remedy such practices to the satisfaction of JPMFL.

17.4 The Investor acknowledges that the provisions of the Terms and Conditions applicable to Institutional Investors including, but not limited to, the representations, warranties and indemnities also apply to these Additional Terms and Conditions applicable to Financial Products.

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