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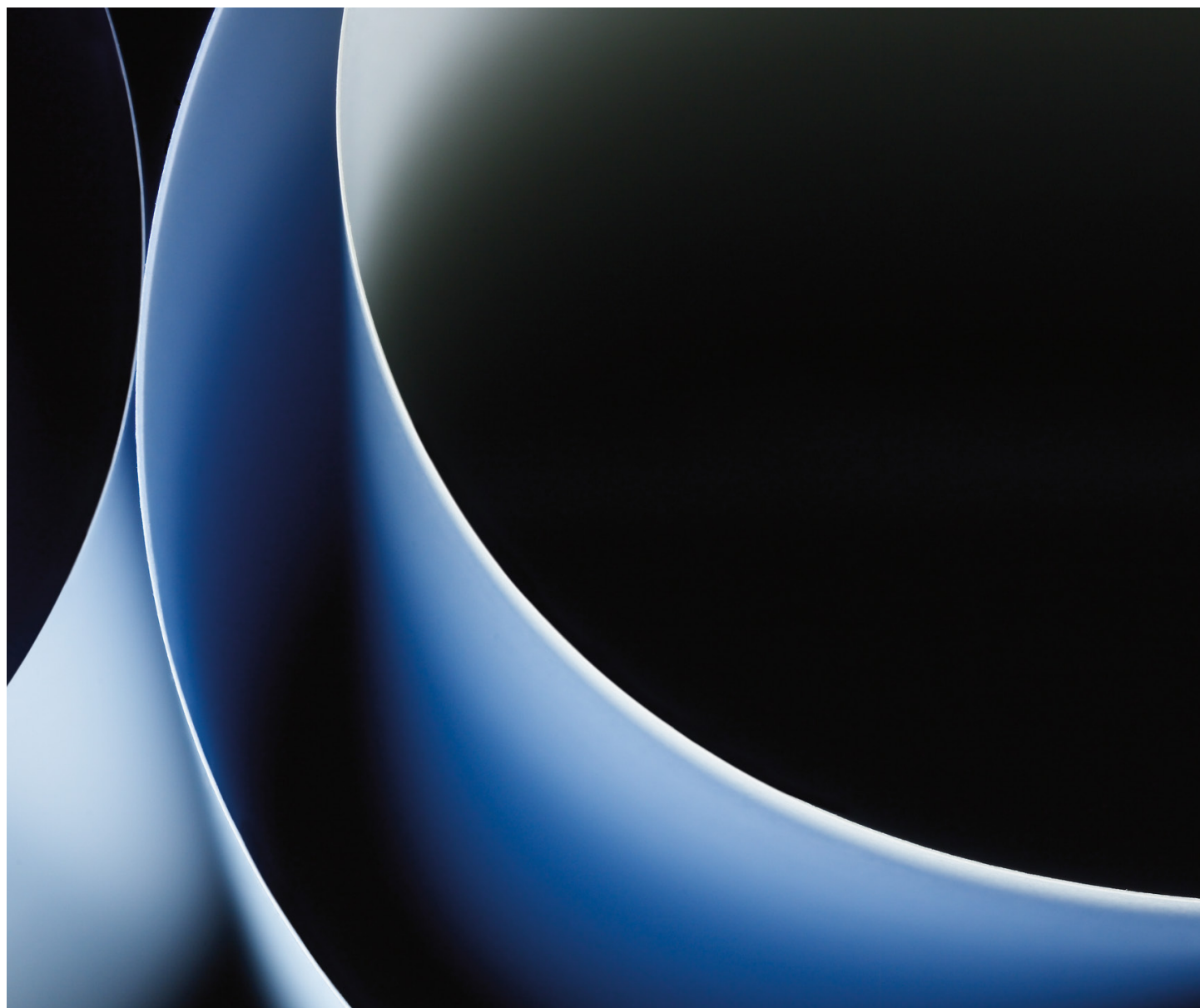
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# Application Form for Institutional Investors Distributing Share Classes

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October 2019

JPMORGAN LIQUIDITY FUNDS



# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## Account opening form

Please complete all sections of this Application Form clearly in block capital and black ink and read the declarations below. Please delete where applicable and tick the relevant boxes.

If this is your first investment into the JPMorgan Liquidity Funds, please return the original signed Application Form to your local J.P. Morgan office - see Section 10. We also advise you to retain a copy of this form for your own records.

JPMorgan Liquidity Funds is a Luxembourg-based open-ended investment company, which qualifies as an undertaking for collective investment in transferable securities.

JPMorgan Liquidity Funds is a trademark of the J.P. Morgan Chase & Co. Group. This document has been approved by JPMorgan Asset Management (Europe) S.à r.l., the Fund's distributor, regulated by the Luxembourg supervisory authority.

## 1. YOUR INVESTMENT CHOICE

	SUB-FUNDS		SHARE CLASSES	
<b>Short-Term Public Debt CNAV MMFs</b>	GBP Gilt Liquidity CNAV Fund	USD Treasury Liquidity CNAV Fund		
			Institutional	C
<b>Short-Term LVNAV MMFs</b>	AUD Liquidity LVNAV Fund	SGD Liquidity LVNAV Fund	Agency	E
	EUR Liquidity LVNAV Fund	USD Government Liquidity LVNAV Fund	Capital	G
	GBP Liquidity LVNAV Fund	USD Liquidity LVNAV Fund	Capital R	R
			Morgan	W
<b>Short-Term VNAV MMFs</b>	EUR Liquidity VNAV Fund	USD Treasury Liquidity VNAV Fund	Premier	
	GBP Gilt Liquidity VNAV Fund	USD Government Liquidity VNAV Fund	Reserves	
	GBP Liquidity VNAV Fund	USD Liquidity VNAV Fund		

## 2. INVESTOR DETAILS

Account Name\*

Company Register no.

Account Designation

Registered Address\*

City/Postcode and Country\*

Contact Name

Telephone number (including country code)\*

Fax number (including country code)

E-mail address\*

Mailing address (if different from above)

Street/No.

City/Postcode and Country

Country of incorporation

Name of ultimate parent company

Country of incorporation of ultimate parent company

Name of ultimate beneficiary (if different from Investor)

Country of residence of ultimate beneficiary (if different from Investor)

\* Mandatory field

# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## 3. DISTRIBUTIONS

Reinvest all distributions in the same class of the same sub-fund through automatic purchase of additional units.

Pay all distributions to the bank account listed below.

If no selection is made, all distributions will be reinvested.

## 4. BANK DETAILS OF THE INVESTOR

Please complete for each currency you plan to purchase now or in the future.

Redemption proceeds will be paid in the base currency of the relevant Fund to your bank, as per the details provided under this section.

**Please ensure that the bank account is in the name of the Investor, as we are not permitted to process 3rd party payments.**

For EUR and GBP bank details, please always provide the IBAN code.

Please tick this box if you have attached a copy of your standard payment instructions on company headed paper to this Application Form. In this case, the below section does not need to be completed.

	USD
Bank Account Name	
IBAN or Account Number	
Beneficiary Bank Name	
Beneficiary Bank BIC code or ABA number	
Beneficiary bank account number with Correspondent Bank if necessary	
Correspondent Bank name & SWIFT Code if required	
Reference / For further Credit	

	EUR
Bank Account Name	
IBAN or Account Number	
Beneficiary Bank Name	
Beneficiary Bank BIC code	
Beneficiary bank account number with Correspondent Bank if necessary	
Correspondent Bank name & SWIFT Code if required	
Reference / For further Credit	

	GBP
Bank Account Name	
IBAN or Account Number	
Beneficiary Bank Name	
Beneficiary Bank BIC code or sort code	
Beneficiary bank account number with Correspondent Bank if necessary	
Correspondent Bank name & SWIFT Code if required	
Reference / For further Credit	

	SGD
Bank Account Name	
IBAN or Account Number	
Beneficiary Bank Name	
Beneficiary Bank BIC code	
Beneficiary bank account number with Correspondent Bank if necessary	
Correspondent Bank name & SWIFT Code if required	
Reference / For further Credit	

	AUD
Bank Account Name	
IBAN or Account Number	
Beneficiary Bank Name	
Beneficiary Bank BIC code or BSB code	
Beneficiary bank account number with Correspondent Bank if necessary	
Correspondent Bank name & SWIFT Code if required	
Reference / For further Credit	

# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## Payment Instructions for Subscriptions

Please pay the full subscription amount by wire transfer in the base currency of the relevant Fund for settlement on trade date.

Please ensure that the bank account that the payment is sent from is in the name of the Investor, as we are not permitted to receive payments from 3rd parties.

USD	Beneficiary Bank:	JPMorgan Chase Bank, New York	Swift: CHASUS33 Routing No: 021 000 021
	Beneficiary Name:	JPM Liquidity Funds - USD	Account: 400926407 IBAN: N/A
	Reference:	Client Name and Account Number	
EUR	Beneficiary Bank:	JPMorgan Chase Bank, London	Swift: CHASGB2L
	Beneficiary Name:	JPM Liquidity Funds - EUR	Account: 37565701 IBAN: GB50CHAS60924237565701
	Reference:	Client Name and Account Number	
GBP	Beneficiary Bank:	JPMorgan Chase Bank, London	Swift: CHASGB2L
	Beneficiary Name:	JPM Liquidity Funds - GBP	Account: 23546201 IBAN: GB55CHAS60924223546201
	Reference:	Client Name and Account Number	
SGD	Beneficiary Bank:	JPMorgan Chase Bank, Singapore	Swift: CHASSGSG
	Beneficiary Name:	JPM Liquidity Funds - SGD	Account: 0111949742 IBAN: N/A
	Reference:	Client Name and Account Number	
AUD	Beneficiary Bank:	JPMorgan Chase Bank, Sydney	Swift: CHASAU2X BSB: 212 - 200
	Beneficiary Name:	JPM Liquidity Funds - AUD	Account: 10065852 IBAN: N/A
	Reference:	Client Name and Account Number	

## 5. REPORTING CAPABILITIES

### ELECTRONIC REPORTING

EMAIL ADDRESSES	MONTHLY STATEMENT <sup>1</sup>	CONTRACT NOTES <sup>1</sup>	DAILY BALANCE REPORT <sup>1</sup>	DAILY PRICE FILE <sup>2</sup>

<sup>1</sup> The email files will be sent password-protected from [jpmorgan.asset.management@client-information.jpmorgan.com](mailto:jpmorgan.asset.management@client-information.jpmorgan.com)

<sup>2</sup> The price files will be sent from [liquidity.client.services.emea@jpmorgan.com](mailto:liquidity.client.services.emea@jpmorgan.com)

Please ensure your internal email security policy can allow these files.

### SWIFT REPORTING

Enable the daily SWIFT FIN reporting via MT535 - 536 FIN to the BIC Code:

Or

Enable the daily SWIFT XML reporting (Semt.002.001.02 & Semt.006.001.002) to the DN Address:

# JPMorgan Liquidity Funds Application Form Distributing Share Classes

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## 6. MORGAN MONEY

MORGAN MONEY is an online resource offered by J.P. Morgan. It provides access to your J.P. Morgan Global Liquidity products and allows you to manage your investments in such products efficiently.

Where the Investor has requested access to MORGAN MONEY by signing this form the Investor authorises the Fund, JPMorgan Asset Management (Europe) S.à r.l. (JPMAME), J.P. Morgan Chase Bank, their affiliates and agents (collectively, "JPMorgan Chase & Co. Group") to access the Investor's account(s) and act on any instructions received from authorised users (as indicated in the Access Authorisation) via MORGAN MONEY to purchase and redeem.

The Investor acknowledges and agrees that:

- (i) the Investor is responsible for accurately entering all data to perform account transactions electronically via MORGAN MONEY, for verifying the instructions and for ensuring the confidentiality and use of the Investor's Personal Identification Number (PIN);
- (ii) the Investor will be solely responsible for all orders electronically transmitted using the PIN;
- (iii) JPMorgan Chase & Co. Group shall be entitled to act upon any such instruction it believes to be genuine and JPMorgan Chase & Co. Group will not be liable for any loss, cost, expense or other liability arising out of any such instructions. 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 JPMAME from any and all responsibility in this respect;
- (iv) the Investor will contact the J.P.Morgan Global Liquidity Client Services Team (contact details listed in Section 10 of this Form) immediately if the Investor:
  - (a) does not receive an online acknowledgment of an order transmitted electronically via MORGAN MONEY; or
  - (b) does not receive a written confirmation of an order within five business days; or
  - (c) believes there is a discrepancy between a transaction performed by the Investor and the online acknowledgment or written confirmation received; or
  - (d) believes that someone has obtained unauthorised access to the Investor's account or PIN;
- (v) JPMorgan Chase & Co. Group reserves the right to suspend online access at any time;
- (vi) the Investor may suspend account access and online transaction capabilities at any time by calling the J.P. Morgan Global Liquidity Client Services Team;
- (vii) in case of MORGAN MONEY being temporarily unavailable due to technical issues, the persons listed below who have been granted Trade access to MORGAN MONEY, are authorised to communicate subscriptions and redemptions of Shares to JPMAME via telephone or fax using the contact details set-out in section 10 until such time that MORGAN MONEY is functional again;
- (viii) JPMAME reserves the right to set dealing thresholds for maximum subscriptions and redemptions via MORGAN MONEY;
- (ix) Any incomplete dealing instruction may result in the transaction being delayed or rejected at JPMAME's absolute discretion. JPMAME will inform Investors of such delay.

# JPMorgan Liquidity Funds Application Form Distributing Share Classes

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## Access Authorisation - MORGAN MONEY

Please complete the following information for each authorised user of MORGAN MONEY. For each user, please indicate whether they are authorised to view only or to trade (i.e. purchase and sell Fund shares) via MORGAN MONEY.

First name	<input type="text"/>	Last name	<input type="text"/>	
Telephone	<input type="text"/>	E-mail	<input type="text"/>	
Access Level (please tick a box)	<input type="checkbox"/> View	<input type="checkbox"/> Trade	<input type="checkbox"/> Trade Notification Email	
	Yes	No	Date of birth	<input type="text"/>
Signature	<input type="text"/>		Date (Day/Month/Year)	<input type="text"/>

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First name	<input type="text"/>	Last name	<input type="text"/>	
Telephone	<input type="text"/>	E-mail	<input type="text"/>	
Access Level (please tick a box)	<input type="checkbox"/> View	<input type="checkbox"/> Trade	<input type="checkbox"/> Trade Notification Email	
	Yes	No	Date of birth	<input type="text"/>
Signature	<input type="text"/>		Date (Day/Month/Year)	<input type="text"/>

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First name	<input type="text"/>	Last name	<input type="text"/>	
Telephone	<input type="text"/>	E-mail	<input type="text"/>	
Access Level (please tick a box)	<input type="checkbox"/> View	<input type="checkbox"/> Trade	<input type="checkbox"/> Trade Notification Email	
	Yes	No	Date of birth	<input type="text"/>
Signature	<input type="text"/>		Date (Day/Month/Year)	<input type="text"/>

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First name	<input type="text"/>	Last name	<input type="text"/>	
Telephone	<input type="text"/>	E-mail	<input type="text"/>	
Access Level (please tick a box)	<input type="checkbox"/> View	<input type="checkbox"/> Trade	<input type="checkbox"/> Trade Notification Email	
	Yes	No	Date of birth	<input type="text"/>
Signature	<input type="text"/>		Date (Day/Month/Year)	<input type="text"/>

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First name	<input type="text"/>	Last name	<input type="text"/>	
Telephone	<input type="text"/>	E-mail	<input type="text"/>	
Access Level (please tick a box)	<input type="checkbox"/> View	<input type="checkbox"/> Trade	<input type="checkbox"/> Trade Notification Email	
	Yes	No	Date of birth	<input type="text"/>
Signature	<input type="text"/>		Date (Day/Month/Year)	<input type="text"/>

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First name	<input type="text"/>	Last name	<input type="text"/>	
Telephone	<input type="text"/>	E-mail	<input type="text"/>	
Access Level (please tick a box)	<input type="checkbox"/> View	<input type="checkbox"/> Trade	<input type="checkbox"/> Trade Notification Email	
	Yes	No	Date of birth	<input type="text"/>
Signature	<input type="text"/>		Date (Day/Month/Year)	<input type="text"/>

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# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## 7. AUTHORISATION

We declare that we have received/have been offered the Prospectus and/or other relevant offering document, where applicable. We agree that we will be solely responsible for complying with all the relevant legal, tax and exchange control regulations in force in the applicable country of our citizenship, residence or domicile.

We confirm that we are the ultimate economic beneficiary of the Shares subscribed, by ticking this box.

We confirm that we are NOT the ultimate economic beneficiary of the Shares subscribed and we have provided all relevant identification documentation relating to the ultimate beneficiary as requested, by ticking this box.

We consent to receiving information about other products and services relating to the J.P. Morgan Chase group of companies that might interest us, unless we were introduced to JPMAME by a Financial Adviser or tick this box.

We declare having taken particular notice of the Declarations and declare that we specifically accept such provisions by signing hereunder.

We declare having taken particular notice of Clauses 2.2, 4, 5.1, 5.3, 5.4, 5.6, 5.7, 6.2, 7.1, 7.3, 7.4, 8, 10, 11 and 16 of the Terms and Conditions overleaf and declare that I/we specially accept such provisions by signing hereunder.

If you wish, you may have a copy of the personal data held in relation to you. If any of your personal data is found to be incorrect you have the right to request that it be amended, updated or deleted as appropriate. In certain circumstances you may also have the right to object to the processing of your personal data and request the erasure, blocking or action to ensure the anonymity of your personal data and have confirmation that any such actions involving your personal data have been communicated to anyone to whom it has been disclosed. Unless otherwise indicated, the personal data you supply is necessary to enable JPMAME to provide the requested services. Failure to provide requested information may mean that we are unable to provide the service you require.

If you object to the disclosure of your data pursuant to Clause 8.2 of the Terms and Conditions, please write by registered mail to JPMorgan Asset Management (Europe) S.à r.l. at European Bank and Business Centre, 6, route de Trèves, L-2633 Senningerberg, Grand-Duchy of Luxembourg ("JPMAME").

### ERISA STATUS

Shares may not be acquired or owned by, or acquired with assets of, (i) any retirement plan subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (ii) any individual retirement account or plan subject to Section 4975 of the United States Internal Revenue Code of 1986; and/or (iii) a person or entity the underlying assets of which include the assets of any employee benefit plan or plan by reason of Department of Labour Regulation Section 2510.3-101, as modified by Section 3(42) of ERISA.

Are you (or are you acting on behalf of any investor) subject to ERISA?

Yes No If "Yes", further documentation may be required or you might not be eligible to invest.

## Declaration of Eligibility

This Form is the document evidencing proof of eligibility for an institutional investor. By signing this form you confirm that you are an institutional investor within the meaning of Article 174 of Luxembourg Law of December 2010.

Please indicate what type of investor you are by checking the appropriate tick box from the list below.

I/We confirm that I/we are investors as specified below: Institutional Investors – such as

### Investing on behalf of someone else

Credit institutions or other professionals of the financial sector, established in Luxembourg or abroad which invest in our own name but on behalf of our clients on the basis of a discretionary management mandate

Credit institutions and other professionals of the financial sector investing in our own name but on behalf of Institutional Investors as listed below.

### Investing into our own name

International agencies, governments, municipalities or their agencies

Insurance and reinsurance companies

Social security institutions and pension funds

Industrial, commercial and financial group companies

Collective investment undertakings, established in Luxembourg or abroad.

Banks and other professionals of the financial sector

Holding companies or similar entities, whether Luxembourg-based or not, whose shareholders are Institutional Investors as described in the foregoing paragraphs.

Holding companies or similar entities, whether Luxembourg-based or not, whose shareholder(s) is (are) an individual person(s) which is (are) extremely wealthy and highly sophisticated investor(s).

A holding company or similar entity, whether Luxembourg-based or not, which as a result of its structure, activity and substance constitutes an Institutional Investor in its own right

If you are not within one of these categories, you are not eligible for the institutional investor share class.

### Indemnity

- I/We understand that if at any time after this form is completed I/we become aware that I/we are no longer eligible to invest in the institutional investor share class, I/we must notify JPMAME immediately. I/We accept that JPMAME may redeem or transfer my/our holdings and agree to indemnify JPMAME and the relevant fund for any penalties, costs or liabilities resulting from the failure to inform JPMAME of a change in my/our status.
- I/We agree specifically that, should the relevant fund be notified at any time by JPMAME or any other relevant entity of the JPMorgan Chase & Co. group of companies that I/we cease to satisfy the minimum eligibility criteria for the institutional investor share class (as set out in this Declaration of Eligibility) my/our holding in the institutional investor share class may be compulsorily redeemed without prior notice and the proceeds placed into a share class within the same subfund for which I/we qualify net of any fees and expenses allocable to the institutional investor share class and any tax or penalties which the relevant fund or any sales agent may be obliged to deduct, or if there is no such share class, the proceeds will be returned, without interest, to me/us net of any fees and expenses allocable to the institutional investor share class and any tax or penalties which the relevant fund or any sales agent may be obliged to deduct.
- I/We understand and accept that the minimum eligibility criteria for the institutional investor share class are fixed in accordance with the applicable current Luxembourg regulations and that, accordingly, the fund can not be held responsible for any changes in such criteria or for any costs or losses resulting from the compulsory redemption as a result of non-satisfaction of such criteria at any time.
- I/We hereby undertake not to assign, transfer, sell, loan, charge, mortgage, pledge or hypothecate my/our holding in the institutional investor share class through clearing houses or through any other means, without prior written notification to JPMAME.

# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## 8. ENTITY SELF-CERTIFICATION

Tax Regulations<sup>1</sup> require us to collect certain information about each investor's tax residency and tax classifications. In certain circumstances (including if we do not receive a valid self-certification from you) we may be obliged to share information on your account with the Luxembourg 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, please see instructions or contact your tax advisor. Please see notes overleaf for key definitions. Should any information provided change in the future, please ensure you advise us of the changes promptly.

### Section 1: Tax residency

If your organisation, or branch\* thereof, has multiple countries of tax residency, please tick this box and complete one self-certification form for each country.

Your existing account number (if you have one):

1.1 Please provide your organisation's name

1.2 Please provide your organisation's permanent residence address:

1.3 Please state the country(s) in which your organisation is resident for tax purposes and provide your tax identification number(s)

#### Country of Tax Residency

#### Tax Identification Number

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

### Section 2: Organisation's classification under FATCA tax regulations<sup>1</sup>

Please tick one box only in the table below, with reference to the tax residency stated above.

2.1 FATCA IGA Partner Jurisdiction Financial Institution<sup>3</sup>

2.2 Participating Financial Institution (PFI)<sup>3</sup>

2.3 Non-Participating Financial Institution (N-PFI)<sup>3</sup>

2.4 US Entity

2.5 Deemed Compliant Foreign Financial Entity (besides those listed above)<sup>3</sup>

2.6 Exempt Beneficial Owner<sup>4</sup>

2.7 Active Non-Financial Foreign Entity (Active NFFE)<sup>5</sup>

2.8 Passive Non-Financial Foreign Entity (Passive NFFE)<sup>6</sup>

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

(ii) Passive NFFEs will be required to complete Section 4. Controlling Persons of Passive NFFEs/NFES

### Global Intermediary Identification Number (GIIN)

If your organisation has a GIIN, please provide:

If you are a sponsored 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:



# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## 8. ENTITY SELF-CERTIFICATION (CONTINUED)

### Section 3: Organisation's Classification under Common Reporting Standard tax regulations<sup>9</sup>

Please tick one box only in the table below with reference to the tax residency stated above this sentence.

3.1 Financial Institution - Investment Entity in a Non-Participating Jurisdiction and managed by another Financial Institution (A Passive NFE under CRS)<sup>20</sup>

3.2 Financial Institution - Investment Entity - Other<sup>18</sup>

3.3 Financial Institution - Depository Institution<sup>15</sup>, Custodial Institution<sup>14</sup> or Specified Insurance Company<sup>31</sup>

3.4 Active Non-Financial Entity (Active NFE)<sup>11</sup> 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 its Related Entity is regularly traded:

3.5 Active Non-Financial Entity (Active NFE)<sup>11</sup> - a Government Entity, Central Bank or an International Organisation

3.6 Active Non-Financial Entity (Active NFE) - Other<sup>11</sup>

3.7 Passive Non-Financial Entity (Passive NFE)<sup>24</sup>

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 you have ticked boxes 2.8, 3.1 or 3.7

Please include the tax 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' overleaf)

#### 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' overleaf)

#### Third 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' overleaf)

# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## 8. ENTITY SELF-CERTIFICATION (CONTINUED)

### Section 4: Controlling Persons of Passive NFFEs/NFEs (continued)

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
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> (Select one from 'a' to 'm' below)

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

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

### Section 5: Declaration

I declare that I am an Authorised Signatory

I declare that the information provided on this form is to the best of my knowledge and belief, accurate and complete.

I agree to notify J.P. Morgan Asset Management immediately in the event the information in the self-certification changes.

Signed by (please print name):

On behalf of (organisation name):

Position (in organisation):

Signature:

Date (Day/Month/Year):

# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## Accompanying Notes

### Accompanying Notes for FATCA Certification

**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<sup>2</sup>.

#### 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 Luxembourg Retirement Fund meeting the requirements of Annex II, Section II A and B of the US-Luxembourg 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 Entity<sup>8</sup> 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 NFFE;
- (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 Entities<sup>8</sup> 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 NFFE<sup>5</sup>.

#### 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 the exchange of information of tax information proposed by the OECD often referred to as "Common Reporting Standards" and are imposed in Europe by 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 non-financial 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;

# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## Accompanying Notes

- 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 "startup 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<sup>25</sup> 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"):
  - 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 NFFEs) 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) exercise(s) control through ownership interests, the Controlling Person(s) of the Entity will be the natural person(s) who exercise(s) 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 holds the position of senior managing official.

### 13. "Controlling Person(s)"

"Controlling Persons" is/are the natural person(s) who exercise(s) control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("Passive NFE")<sup>24</sup> 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) is/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 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"<sup>14</sup>, a "Depository Institution"<sup>15</sup>, an "Investment Entity"<sup>18,19,20</sup>, or a "Specified Insurance Company"<sup>21</sup>. 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.

# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## Accompanying Notes

### 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<sup>15</sup>, a Custodial Institution<sup>14</sup>, a Specified Insurance Company<sup>31</sup>, 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.

### 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<sup>25</sup> 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.

# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## Terms and Conditions

### 9. TERMS AND CONDITIONS OF THE APPLICATION FORM (“TERMS AND CONDITIONS”)

The following Terms and Conditions apply to any investment in the Funds.

#### 1. Definitions

“Application Form” means this application form completed by the Investor in connection with his or her subscription of Shares.

“Applicable Law” means all applicable statutory (including any code, order, regulation, instrument or subordinate legislation) and other law whether in Luxembourg or elsewhere and all applicable statements of principle, rules and principles, guidelines, regulations or requirements of or issued by any relevant regulatory or supervisory authority or professional body whether in Luxembourg or elsewhere, and will include any amendments made thereto from time to time or equivalent provisions of like effect from time to time.

“Investor” means a subscriber for Shares or, where applicable, an Intermediary who is authorised to subscribe for Shares and to sign on behalf of that person.

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

“Controller”, “Data Subject”, “Personal Data”, “Processing” and “Processor” each have the meanings given to them in the GDPR.

“CSSF” means Commission de Surveillance du Secteur Financier.

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

“FATF” means the Financial Action Task Force (also referred to as “Groupe d’Action Financière Internationale” or “GAFI”).

“Fund” or “Funds” means the collective investment schemes managed and/or distributed by JPMAME.

“GDPR” means Regulation (EU) 2016/679, as amended, consolidated or replaced from time to time.

“JPMAME” means JPMorgan Asset Management (Europe) S.à r.l. with its registered address at European Bank and Business Centre, 6, route de Trèves, L - 2633 Senningerberg, Grand-Duchy of Luxembourg, and its branches and affiliates.

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

“Shares” means Shares or units of any Fund.

“Terms and Conditions” means the terms and conditions in this Application Form and any supplement or amendment to them.

#### 2. Scope of Terms and Conditions

2.1 These Terms and Conditions relate to the holding of and transactions in Shares of the relevant Funds by the Investor.

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 of the Funds. The Investor may at any time request from JPMAME or its financial adviser free of charge the most recent Prospectus, any applicable local offering document, copies of the Constitutive Documents of the relevant Funds and the latest reports and accounts of such Funds.

2.3 The Investor accepts and acknowledges that it shall be its sole responsibility to determine that a particular Fund is a suitable investment, and 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 Laws.

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

2.5 The Investor shall not perform any act or make any misrepresentation which may or will reflect adversely upon the business integrity or goodwill of the JPMorgan Chase & Co. Group of companies or any of the Funds or which may imperil or prejudice any authorisation of the Funds by any relevant authority.

#### 3. Investor Details

##### 3.1 Proof of identity and source of funds

(a) Certification should be provided by an embassy/consulate, notary, trade registry, court of competent jurisdiction or any other authority empowered to certify documents that is recognised by JPMAME. The stamp, name and signature of the certifying institution must be clearly affixed to the copy of the documents together with the date and the statement, “Certified True Copy of the Original” to JPMAME’s satisfaction.

(b) In all cases JPMAME reserves the right to request additional information and documentation including translations and further certifications.

(c) Subscriptions, other transactions in Shares, and any accounts opened may be suspended until identification requirements under Luxembourg law have been fulfilled to JPMAME’s satisfaction.

(d) If this Application Form is signed by the Investor’s financial adviser, either a copy of the discretionary agreement with the Investor, or a copy of the power of attorney in favour of the financial adviser must be provided (see Clause 3.2 “Powers of Attorney” for further information on powers of attorney).

##### 3.2 Powers of Attorney / Agent Authority to Deal

(a) Any form of power of attorney for companies must be accompanied by the documents listed under Clause 3.1 above, relevant to the attorney appointed.

(b) A completed power of attorney/agent authority to deal may be withdrawn at any time. Withdrawal becomes effective on receipt by JPMAME of written notice of such withdrawal (indicating that the attorney/agent has been duly notified).

(c) A power of attorney/agent authority to conduct transactions given to a third party will be accepted by JPMAME if the third party has signed on its own behalf the Terms and Conditions, or other documentation acceptable to JPMAME, setting out the terms of the financial adviser’s relationship with JPMAME.

#### 4. Restrictions on sale

4.1 The Shares in the Funds are not available to or for the benefit of “US Persons”, as defined in the Prospectus. Therefore the Investor hereby represents that:

(a) either (i) it is not a US citizen or US resident (as defined in the Prospectus) and is not acquiring shares on behalf of or for the benefit of a US citizen or resident or (ii) if it is a US citizen or resident, it is acquiring Shares as a fiduciary or dealer for the benefit of its customers who are neither US citizens or residents nor estates or trusts and will not solicit such customers to transact in Fund Shares when physically present in the US

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

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

(d) it is not an Investor that would be prohibited by applicable law to own or hold Shares of the Fund.

4.2 The Investor represents and warrants that it shall not subscribe for Shares in breach of any applicable restrictions and the Investor shall comply at all times with all applicable laws, regulations, by-laws and rules in the performance of its function under these Terms and Conditions.

#### 5. Notices, instructions and voice recordings

5.1 All notices, contract notes, transfer reports, statements and other documents and communications sent from the Investor will be at the risk of the Investor. 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; if sent by facsimile 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 JPMAME in writing, service will be deemed immediate. In case of requesting automated email notices, the Investor acknowledges and agrees by providing his email address in the Application Form that JPMAME could deliver contract notes, statements of accounts, transfer reports and any other reports, notifications and documents under these Terms and Conditions (“Documents”) to the email addresses provided on page 1 or 4 of



# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## Terms and Conditions

the application form or any email addresses provided with the account opening documents). The Investor represents that he is able to access the Documents via email. The Investor agrees and acknowledges that (i) the Documents will be deemed to have been received by the Investor at the time they are transmitted from JPMAME's computer systems, (ii) the Documents or any other data sent by email may be subject to interruption, data corruption, blackout and delay due to reasons beyond JPMAME's control and (iii) the confidentiality of the Documents or any other communication transmitted via public networks such as the Internet cannot be and is not assured by JPMAME. The Investor assumes all risk and responsibility arising from the use of email. JPMAME shall not be liable for any loss, cost, damage or expense (including, without limitation, for loss of profit or loss of data) ("Losses") which may arise directly or indirectly from JPMAME's or Investor's inability to send or receive the Documents by email, any delay in, corruption to, failure of the transmission or the receipt of the Documents by email. The Investor agrees to hold harmless and indemnify the Fund, its agents and JPMAME against any and all Losses incurred or threatened against any of them as a result of delivering, or attempting to deliver, the Documents via email, except to the extent the Losses are caused by the gross negligence or wilful default of JPMAME.

5.2 Instructions will only be accepted during the normal business hours of JPMAME. The execution of instructions shall only be carried out within the time needed for the completion of JPMAME's authentication, verification and processing procedure, provided however that the terms of the Prospectus are complied with.

5.3 The Investor may, upon approval by JPMAME, give instructions at his own risk either by letter, facsimile, telephone or electronic means. Payment should normally be made in the currency of the relevant class of Shares. However, a currency exchange service may be provided by JPMAME on behalf of and at the cost of the Investor.

5.4 If, upon the request of the Investor, JPMAME executes oral, facsimile or other electronically-transmitted instructions, it is agreed that the contract notes of JPMAME shall 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 JPMAME from any and all responsibility in this respect except to the extent of JPMAME's wilful misconduct.

5.5 To avoid any duplication, any written confirmations from the Investor of previous oral instructions must clearly refer to those oral instructions.

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

5.7 JPMAME shall not be liable for the fraudulent use by a third party of the signature of the Investor, whether such signature be authentic or forged nor for any instructions purportedly from the Investor which are fraudulent. Should JPMAME not identify the fraudulent use of the authentic or forged signature of the Investor on documents or the fraudulent use of instructions, and effect transactions on the basis of such documents or instructions, it shall, except in cases of gross negligence or wilful misconduct in the verification of any such document or instruction, be released from its obligation to refund to the Investor the assets, which were disposed of by the fraudulent use of such documents or instructions. JPMAME shall, in such circumstances, be considered as having made a valid payment, as if it had received proper instructions from the Investor.

5.8 The Investor represents that it has full right, power and authority to make the investments.

5.9 The Investor represents that it has arranged or will arrange for payment by electronic bank transfer in the relevant currency(ies) of the full subscription amounts specified in the accompanying and any subsequent transaction forms (net of any bank charges, fees or commissions).

### 6. Subscription details, confirmation, contract notes

6.1 Upon receipt of a fully and correctly completed Application Form, supported by all documents and information requested by JPMAME and of payment with good value, a contract note shall be dispatched to the Investor by JPMAME normally on the following business day. If the Investor does not receive a contract note due to the transaction not having been processed by JPMAME and JPMAME is not informed within seven (7) business days, then the transaction will be processed on the date of re-notification.

6.2 In the event that there are any errors in any contract note or statement of account, unless the Investor notifies such error in writing to JPMAME within seven (7) business days of the dispatch of the contract note, or in the case of a statement

of account within thirty (30) days of issue, the application or other transaction shall be deemed to be binding and the Investor shall be deemed to have waived any right to raise objections or pursue any remedies against JPMAME.

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

6.4 JPMAME may close an Investor's account without notice after the relevant account has been inactive with a zero balance for a period of at least twelve months.

### 7. Warranties, indemnities and liabilities

7.1 The Investor shall inform itself and be solely responsible for complying with all the relevant legal, tax and exchange control regulations in force in its country of citizenship, residence or domicile.

7.2 The Investor acknowledges and agrees that any cash received and held by JPMAME shall not bear any interest.

7.3 The Investor agrees to indemnify the Fund, JPMAME, its affiliates and agents upon first demand against any losses, costs and expenses (including but not limited to, interest charged to JPMAME 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 Investor's declarations of the Application Form or any breach of obligations of the Terms and Conditions unless such losses are due to the wilful default or negligence of the Fund or its agents.

7.4 The Investor represents that it will immediately notify JPMAME where any of the Investor's declarations, representations or warranties contained in these Terms and Conditions are no longer accurate or complete in all respects (and agrees immediately, where applicable, to redeem a sufficient number of Shares to allow these Investor's declarations to be made).

### 8. Confidentiality and Data Privacy Notices

#### 8.1 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 8 or in the Prospectus.

The Investor agrees and permits JPMAME to divulge, transmit, disclose, store or otherwise disseminate, use and/or hold Confidential Information received from the Investor, with JPMorgan Chase & Co., its 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 JPMAME's business relationship with the Investor.

The obligations set out in this section 8.1 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 section 8.1; (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 disclosed to any regulator, governmental or law enforcement agency under Applicable Law.

#### 8.2 Data Protection

8.2.1 In the course of providing services to the Investor, complying with its own contractual and regulatory obligations, and operating its business, JPMAM 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, JPMAM is the Controller. Further information about JPMAM's Processing activities can be found in the EMEA Privacy Policy, which is available on the JPMAM website at [www.jpmorgan.com/emea-privacy-policy](http://www.jpmorgan.com/emea-privacy-policy). Additional copies of the EMEA Privacy Policy are available on request.

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## Terms and Conditions

8.2.2 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.

8.2.3 In the event that the Investor discloses the Personal Data of any individual to JPMAM, 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 JPMAM, the Investor shall notify those Personnel and underlying investor of that disclosure, and of the EMEA Privacy Policy.

### 9. Amendments

These Terms and Conditions together with the Prospectus, the latest report and account of the Fund, any applicable local offering document and the Constitutive Documents of the Fund constitute the entire agreement between JPMAME and the Investor if appropriate with respect to the subject matter hereof and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. JPMAME reserves the right at any time to vary these Terms and Conditions, subject to the following provisos:

- (a) Orders received by JPMAME before any amendment comes into force shall remain unaffected.
- (b) The Investor shall be advised in writing of all amendments to these Terms and Conditions. In the event that the Investor does not raise any objection in writing within one (1) calendar month after being advised of them, the amendments shall be deemed to have been approved by the Investor.
- (c) Amendments required by any relevant law, rule, code or regulation shall be applicable forthwith upon becoming effective.

### 10. General:

#### 10.1 Delegation and Assignment.

JPMAME 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 and may contract with a third party to perform any accounting, administrative, reporting and ancillary services required to enable JPMAME to perform its functions under these Terms and Conditions, but JPMAME's liability to the Investor shall not be affected by this.

#### 10.2 Duration

- (a) Either JPMAME or the Investor may terminate this Agreement as of any date by giving the other at least two (2) calendar months' prior notice in writing.
- (b) Either JPMAME or the Investor may terminate these Terms and Conditions on written notice if:
  - (i) either party to these Terms and Conditions goes into liquidation (except a voluntary liquidation for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the nonliquidating party) or be unable to pay its debts or commit any act of bankruptcy or if a receiver is appointed over any of the assets of either party or if some event having an equivalent effect occurs; or
  - (ii) either party to these Terms and Conditions (i) commits any material breach of its obligations under these Terms and Conditions and (if such breach shall be capable of remedy) shall fail within thirty (30) days of receipt of notice served by the aggrieved party requiring it to remedy such situation or (ii) has carried out such act or omitted to carry out such act which constitutes negligence, wilful default or fraud.

#### 10.3 Market Timing and Late Trading (CSSF Circular 04/146).

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 in CSSF Circular 04/146.

### 11. Miscellaneous

11.1 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 of these Terms and Conditions in any other jurisdiction. The invalid or unenforceable Terms and Conditions shall be deemed to have been replaced by Terms and Conditions corresponding in sense.

11.2 Throughout these Terms and Conditions, the singular shall include the plural and vice versa, except where the context plainly requires otherwise.

11.3 Headings are used for reference only and will not affect the interpretation. The provisions of any schedule or supplemental agreement attached hereto shall apply as if incorporated in these Terms and Conditions.

### 12. Applicable law

The Laws of the Grand Duchy of Luxembourg shall govern the validity and construction of these Terms and Conditions and the parties agree to be bound by the exclusive jurisdiction of the courts of Luxembourg City, Grand Duchy of Luxembourg.

#### Terms and conditions applying to the Attorney/Authorised Agent only:

In the event that an authorisation or license granted to the Intermediary is revoked or rendered inoperative or in the event of any alteration to its scope or contents the Investor shall forthwith inform JPMAME of such change by registered mail.

#### Terms and conditions applying to the Investor only:

12.1 The Investor agrees to provide the identification information and documentation requested by JPMAME and JPMAME reserves the right to request additional information and documentation including translations and certifications of such documents.

12.2 The Investor acknowledges that due to the settlement procedures for the Fund, Shares may be issued to the Investor prior to the receipt of cleared funds by JPMAME. The Investor acknowledges and agrees that it will not be permitted to, and will not attempt to, deal in such Shares until receipt of clear funds by JPMAME for such subscription. If JPMAME does not receive by the due date specified in the Prospectus cleared funds for any subscription for Shares by the Investor, JPMAME may at its discretion, cancel the subscription, redeem or sell the Shares and/or do such other things as it deems necessary in the circumstances. Any losses, costs, expenses (including interest) or fees incurred by JPMAME as a result of the failure to settle in accordance with the terms of the Prospectus will be borne by the Investor and JPMAME may apply any proceeds of the cancellation, redemption or sale may be used to offset any costs incurred by JPMAME. Nothing in this clause limits the indemnity under clause 7.3.

#### 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 JPMAME and will be in accordance with these additional terms and conditions for Financial Products.

### 13. Financial Products

13.1 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.

13.2 If the Investor is investing in Shares in connection with a Financial Product, it must obtain JPMAME's prior approval.

### 14. Marketing Materials

14.1 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 JPMAME or the Fund a registration requirement or other material obligation that it is not currently subject to.

14.2 Any marketing or promotional material and advertising relating to the Financial Products, or any other document produced or issued by Counterparty which contains any logo, brand or name of the Funds, JPMAME 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.



# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## Terms and Conditions

### 14.3 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, JPMAME or the JPMorgan Chase & Co. group of companies; and

(d) not contain any information about a Fund, JPMAME or the JPMorgan Chase & Co. group of companies which has not been provided to it by JPMAME or an affiliate authorised by JPMAME.

14.4 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.

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

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

14.7 The Investor agrees to indemnify and hold harmless JPMAME, 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 proceeding) arising out of the use of any Financial Product Materials.

### 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 JPMAME 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 JPMAME in writing if, at any time during the course of these Terms and Conditions any Investor's representations, covenants or warranties 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.

(g) it has the requisite authority to enter into these Terms and Conditions;

(h) if obliged in the relevant jurisdiction to advise on suitability, the Investor shall ensure the suitability of the Financial Products for the final investors and it shall be solely responsible in that respect. Where the Investor is not responsible for advice on suitability, JPMAME is not responsible for the suitability of Financial Products to final investors;

(i) it shall keep JPMAME informed if, in its reasonable opinion, any legal, regulatory or tax development may adversely affect its investment in to the Fund(s) in the context of the Financial Products.

### 16. Other

16.1 The Investor undertakes to comply with all anti-money laundering laws and regulations applicable to the management and distribution of the Financial Product(s). Furthermore if the investor is authorised in a GAFI jurisdiction,

it undertakes to collate, hold and certify on its own behalf the identification documentation of underlying Investors and beneficiaries it introduces to JPMAME and to provide JPMAME with certified true copies of such documentation upon request.

16.2 JPMAME 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.

16.3 JPMAME 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 the 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 JPMAME; or

(c) is trading or permitting transactions or practices in the Funds in a manner which, in the opinion of the Funds or JPMAME is (i) considered to be contrary to the Funds' or JPMAME's respective policies and procedures related to late trading or market timing practices as defined in CSSF Circular 04/146; 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 JPMAME.

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

### 17. Anti-Money Laundering, bribery and anti-corruption

17.1 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") and the United States Treasury Department's Office of Foreign Asset Control ("OFAC") sanctions programmes (hereafter collectively "Anti-Money Laundering Laws and Sanctions Programmes").

17.2 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 JPMAME in fulfilling its own obligations under the Anti-Money Laundering Laws and Sanctions Programmes.

17.3 The Investor (i) will not make investments; and (ii) acknowledges and agrees that JPMAME 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; (ii) in contravention of specific international sanctions imposed by the United Nations Organisation ("UN") or the EU and/or the highly restrictive country sanctions imposed by OFAC; and/or (iii) on behalf of terrorists or terrorist organizations and/or those persons or entities that are included on the lists adopted by the UN or the EU, or the List of Specially Designated Nationals and Blocked Persons maintained by OFAC.

17.4 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 JPMAME or otherwise in connection with these Terms and Conditions; and it will promptly report to JPMAME 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 (the "Anti Corruption Laws") that cover its activities under these Terms and Conditions.

17.5 The Investor will promptly notify JPMAME 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.

# JPMorgan Liquidity Funds Application Form Distributing Share Classes

## Key Investor Information Document (“KIID”)

This section applies if you deal directly with us and we are required by law to provide you with a Key Investor Information Document (“KIID”) before processing your subscription, or switch instructions. The KIID contains important information about the fund you are intending to buy and you should read this document before making your investment decision. This requirement means that we will not be able to process your instructions until we have provided you with a KIID. Redemption requests are not affected by this.

All of our KIIDs will be also available on our website and if you wish you may choose to access the KIIDs from the Internet, rather than receive them by mail. If you choose this option we will send to you, as required by law, at the email address you have provided in section 2, the link to the website where you will find all of the KIIDs for our funds. We will then mark your account as clear to deal and it will be your responsibility to review the KIID before making your Investment decisions.

**Please note that if you do not choose this option we will need to mail the KIID to you before accepting your deal.**

To make this choice please tick this box.

You do not need to complete this section if you place your deals through an intermediary. Your intermediary will be responsible for providing you with a KIID in this instance and you should contact your intermediary for further information.

## 10. SUBMITTING YOUR APPLICATION

The original of this application form is required to fully register your application with the Fund. Changes to registration and bank account details and share transfer requests must be made by written request signed by authorised signer(s).

### Contact details

Please fax and return the completed signed Application form to the address below.

I declare that the information provided on this form is to the best of my knowledge and belief, accurate and complete.

I agree to notify J.P. Morgan Asset Management immediately in the event the information in the self-certification changes.

If you have any questions or require further information please contact your local office below.

### EMEA

JPMorgan Asset Management (Europe) S.à r.l. , J.P. Morgan Global Liquidity Client Services, European Bank and Business Centre (Building H), 6, route de Trèves, L-2663 Senningerberg, Grand Duchy of Luxembourg. Telephone: (+352) 3410 3636. Fax: (+352) 3410 8855. Email: liquidity.client.services.emea@jpmorgan.com

### APAC

J.P. Morgan Asset Management, J.P. Morgan Global Liquidity - Client Services Asia, 19th Floor, Chater House, 8 Connaught Road, Central, Hong Kong.

Email: liquidity.client.services.apac@jpmorgan.com.

Hong Kong Telephone: (+852) 2800 2792. Fax: (+852) 2800 4676.

Singapore Telephone: 800 8523 694 (toll free). Fax: (+65) 6882 1196.

### Americas

J.P. Morgan Asset Management, J.P. Morgan Global Liquidity Client Services, 1111 Polaris Parkway, Columbus, OH, 43240-2050, United States.

Telephone: (+1) 800 766 7722 or (+1) 302 634 2960. Fax: (+1) 877 371 5948 or (+1) 302 634 5003. Email: liquidity.client.services.americas@jpmorgan.com.

Please tick this box to confirm that you have made all prudent and diligent investigations, including the taking of tax, legal and exchange control advice in respect of the suitability of this investment. Please note that your Application cannot be processed if you have not ticked this box.

Title/Position

Print Name

Signature

Date (Day/Month/Year)

Title/Position

Print Name

Signature

Date (Day/Month/Year)