

**SIXTH AMENDMENT TO
MASTER COMMERCIAL CARD AGREEMENT**

THIS SIXTH AMENDMENT (the “**Amendment**”) to Commercial Card Agreement (as amended, supplemented, restated, or replaced from time to time, the “**Agreement**”) dated as of August 31, 2007 between JPMorgan Chase Bank, N.A. or one or more of its Affiliates (“**Bank**”) and City of Fort Worth, Texas (“**Client**”) is made and is effective as of July 30, 2021, 2021 (the “**Effective Date**”).

WHEREAS, Bank and Client entered into the Agreement on August 31, 2007, which has previously been amended by five separate amendments, the last amendment effective June 27, 2018;

WHEREAS, Client issued Request for Proposals for Purchasing Card Services (“RFP No. 21-0095”) on March 17, 2021; and

WHEREAS, pursuant to RFP No. 21-0095, Bank and Client mutually agree to extend the terms of the Agreement for an additional two-year term with the option to renew for two additional two-year terms;

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledge, Bank and Client agree to amend the Agreement, as previously amended, as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. **Acknowledgment.** The Parties hereto acknowledge and agree that the term of the Agreement shall be renewed for **two (2) years** from the Effective Date of this Amendment. Thereafter, the Agreement shall have the option to be renewed for **two (2) additional two (2) year** terms unless either Party terminates in accordance with the terms of the Agreement.
3. **Exhibit A.** Exhibit A to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit A in the form attached hereto as Exhibit A.
4. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
5. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each Party hereto may execute this Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON FOLLOWING PAGE


IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By Vincent Saia
Name Vincent Saia
Title Vice President

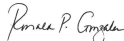
Client Authorization: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Amendment. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Amendment and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

CITY OF FORT WORTH

By 
Jesus J. Chapa (Aug 2, 2021 15:52 CDT)
Name Jesus Chapa
Title Deputy City Manager


Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

Client Attestation: The undersigned officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Amendment and that the person signing above on behalf of Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Amendment. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By 
Name Ronald P. Gonzales
Title Acting City Secretary

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.

AS APPROVED TO FORM AND LEGALITY

By 
Name Taylor Paris
Title Assistant City Attorney

Approval Recommended:

By: 
Reginald Zeno (Aug 2, 2021 14:43 CDT)
Name: Reginald Zeno
Title: Chief Financial Services Officer

City of Fort Worth Contract Compliance Manager

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.


By: 
Elida Torres (Jul 30, 2021 09:43 CDT)
Name: Elida Torres
Title: Management Analyst I

EXHIBIT A to the Master Terms FEES & INCENTIVES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

“**Average File Turn**” has the meaning given to it in Section 4.A.i, as applicable.

“**Bonus Term**” means the one (1) year term beginning on the Effective Date of this Amendment.

“**Combined Net Charge Volume**” means the sum of U.S. Net Charge Volume and U.S. Net Virtual Card Charge Volume.

“**Combined Total Charge Volume**” means the sum of U.S. Total Charge Volume and U.S. Total Virtual Card Charge Volume.

“**Contract Year**” means a 12-month period beginning on the Effective Date of this Amendment or any anniversary of such date.

“**Credit Losses**” means all amounts due to Bank in connection with any and all Cards or Accounts that Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Transactions.

“**Discount Interchange Rate Transactions**” means Transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or a Supplier Fee below 2.00%. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank, or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions.

“**Discount Interchange Rate Transaction Volume**” means total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on either the interchange rate or Supplier Fee of each transaction as follows:

- “**Discount Interchange Transaction Volume Category 1**” covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee at or above 1.00% (interchange rate or Supplier Fee from 1.00% - 1.99%).
- “**Discount Interchange Transaction Volume Category 2**” covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee below 1.00% (interchange rate or Supplier Fee from 0.00% - 0.99%).

“**Fraudulent Transactions**” means Transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

“**J.P. Morgan Virtual Connect Network**” means Bank’s proprietary payments technology platform to which merchants may register to receive payment from Client in connection with Client’s Program(s).

“**Settlement Terms**” means the combination of the number of calendar days in a billing Cycle and the number of calendar days following the end of a billing Cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing Cycle and Y is the number of calendar days following the end of a billing Cycle to the date the payment is due.

“**Supplier Fee**” or “**Merchant Transaction Fee Rate**” means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Client for Transactions made through the J.P. Morgan Virtual Connect Network.

“**U.S. Net Charge Volume**” means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume or U.S. Net Virtual Card Charge Volume.

“**U.S. Net Virtual Card Charge Volume**” means total charges made on any and all U.S. dollar issued Virtual Card Accounts, net of returns, cash advances and Fraudulent Transactions. U.S. Net Virtual Card Charge Volume does not include any Discount Interchange Rate Transaction Volume.

“**U.S. Total Charge Volume**” means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Corporate Card, U.S. Purchasing Card, and U.S. One Card Program(s).

“**U.S. Total Virtual Card Charge Volume**” means the sum of U.S. Net Virtual Card Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Virtual Card Account Program(s).

2. BONUSES

A. Signing Bonus

Bank will pay Client a one-time bonus of \$160,000.00 within 90 days following execution of this Amendment. Repayment of such bonus may be required as follows:

- i. Should the Agreement be terminated prior to the end of the Bonus Term, Client shall repay the bonus to Bank on a term pro-rata basis.
- ii. In addition, should Client fail to achieve at least \$600,000,000.00 in Combined Total Charge Volume ("**Bonus Term Volume Requirement**") for any reason during the Bonus Term, Client shall repay the bonus to Bank on a volume pro-rata basis. Such repayment will be deducted from the final rebate payment in respect of the Bonus Term, if any. If the amount of the repayment exceeds the final rebate payment of the Bonus Term, Client shall pay to Bank the amount in excess of the final rebate payment of the Bonus Term. If there is no final rebate payment, Client shall pay to Bank the full amount of such repayment.
- iii. If upon termination of the Agreement Bank is owed both an early termination repayment under 2.A.i and a volume shortfall repayment under 2.A.ii and, Client shall be required to pay the larger of the two amounts.

3. REBATES

A. **Volume Rebate**

Bank will pay each Participant a rebate based on the annual Combined Total Charge Volume achieved by all Participants and the annual Combined Total Charge Volume achieved by the individual Participant according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual Combined Net Charge Volume, subject to the rebate adjustments below.

Combined U.S. One Card, U.S. Virtual Card, U.S. Purchasing Card and U.S. Corporate Card Programs													
Annual Combined Total Charge Volume of all Participants	Volume Rebate Rate applied to annual Combined Net Charge Volume for Individual Participant at 29 File Turn Days												
	\$250k	\$1MM	\$5MM	\$10MM	\$15MM	\$20MM	\$25MM	\$30MM	\$40MM	\$50MM	\$75MM	\$100MM	\$150MM
\$1	0.50%	1.03%	1.53%	1.68%	1.73%	1.76%	1.79%	N/A	N/A	N/A	N/A	N/A	N/A
\$25,000,000	0.50%	1.04%	1.54%	1.69%	1.74%	1.77%	1.80%	1.83%	1.86%	1.89%	N/A	N/A	N/A
\$75,000,000	0.50%	1.05%	1.55%	1.70%	1.75%	1.78%	1.81%	1.84%	1.87%	1.90%	1.93%	1.95%	N/A
\$150,000,000	0.50%	1.06%	1.56%	1.71%	1.76%	1.79%	1.82%	1.85%	1.88%	1.91%	1.94%	1.96%	1.98%
\$200,000,000	0.50%	1.07%	1.57%	1.72%	1.77%	1.80%	1.83%	1.86%	1.89%	1.92%	1.95%	1.97%	1.99%
\$300,000,000	0.50%	1.08%	1.58%	1.73%	1.78%	1.81%	1.84%	1.87%	1.90%	1.93%	1.96%	1.98%	2.00%
\$400,000,000	0.50%	1.09%	1.59%	1.74%	1.79%	1.82%	1.85%	1.88%	1.91%	1.94%	1.97%	1.99%	2.01%
\$500,000,000	0.50%	1.10%	1.60%	1.75%	1.80%	1.83%	1.86%	1.89%	1.92%	1.95%	1.98%	2.00%	2.02%
\$600,000,000	0.50%	1.11%	1.61%	1.76%	1.81%	1.84%	1.87%	1.90%	1.93%	1.96%	1.99%	2.01%	2.03%
\$800,000,000	0.50%	1.12%	1.62%	1.77%	1.82%	1.85%	1.88%	1.91%	1.94%	1.97%	2.00%	2.02%	2.04%
\$1,000,000,000	0.50%	1.13%	1.63%	1.78%	1.83%	1.86%	1.89%	1.92%	1.95%	1.98%	2.01%	2.03%	2.05%

B. **Discount Interchange Rate Transaction Rebate**

Should all Participants in aggregate achieve the minimum annual Combined Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay each Participant a rebate based on annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category associated with each Program, subject to the rebate adjustments below.

Discount Interchange Rebate Rate for Combined U.S. One Card, U.S. Single-Use Account, U.S. Purchasing Card and U.S. Corporate Card Programs Volume by Individual Participant	
Discount Interchange Rebate Rate Categories	Discount Interchange Rebate Rate @ 29 File Turn Days
Category 1	0.90%
Category 2	0.15%

4. REBATE ADJUSTMENTS

A. **Average File Turn Adjustment**

- i. The Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client's Program(s) over a Contract Year ("**Average File Turn Adjustment**").
- ii. The Average File Turn Adjustment for each Participant's Program(s) is calculated by determining the difference between Client's actual Average File Turn for such Program(s) and 29. If the Participant's actual Average File Turn for such Program(s) is less than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will

each be increased by 0.0050% for each whole number less than 29. If the Participant's actual Average File Turn for such Program(s) is greater than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.

- iii. If Client's actual Average File Turn under Section 4.A.ii is greater than 45 days, Participant will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B. **Interchange Rate or Supplier Fee Adjustment**

In the event of a reduction in either interchange rates by the Credit Card Networks or Supplier Fee, Bank reserves the right to adjust the rebate rates and fees accordingly.

5. **GENERAL REBATE TERMS**

A. **Annual Rebates**

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "**Rebate Calculation Period**") via wire transfer to a business account designated by Participant and authenticated by Bank. Payment is contingent upon Bank receiving Participant's wire instructions and Bank's authentication of such instructions prior to the end of the Rebate Calculation Period.
- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Participant shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Participant is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Participant a rebate for the year in which the Agreement is terminated.

- B. To qualify for any rebate payment, all of the following conditions must be met.
 - i. Participant is not in default under the Agreement at the time of rebate calculation and payment.
 - ii. Account(s) must be current at the time of rebate calculation and payment.
 - iii. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).

6. **SETTLEMENT TERMS**

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Participants may elect Settlement Terms of 30 & 25, 30 & 14, 30 & 7, 14 & 7, 7 & 1 and 1 & 1 for the U.S. Virtual Card, U.S. Purchasing Card, U.S. Corporate Card and U.S. One Card Program(s).

7. **FEES**

A. **United States**

The following are the fees associated with U.S. Virtual Card, U.S. Purchasing, U.S. Corporate and U.S. One Card Programs:	
STANDARD SERVICES AND FEES	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Rush card	\$25 per card if processed through J.P. Morgan.
Standard card	\$0.00
ADDITIONAL SERVICES AND FEES	
Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Executive card	\$75 annual fee per card

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

Certificate Of Completion

Envelope Id: 9F1E1B7A86954A80A4F3399D242214AC

Status: Completed

Subject: Please DocuSign: City of Fort Worth - 6th Amendment to MCCA.2021.07.28(executioncopy).docx

ECID: NA

Request# (IR#, Service Portal Case#, CardPro# etc):

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Lynne Krueger

AutoNav: Enabled

1111 Polaris Parkway

Envelopeld Stamping: Enabled

Columbus, OH 43240

Time Zone: (UTC-06:00) Central Time (US & Canada)

lynne.x.krueger@jpmchase.com

IP Address: 159.53.78.144

Record Tracking

Status: Original

Holder: Lynne Krueger

Location: DocuSign

7/30/2021 8:36:19 AM

lynne.x.krueger@jpmchase.com

Security Appliance Status: Connected

Pool: JPMC Security Pool

Signer Events**Signature****Timestamp**

Vincent Saia

vincent.x.saia@jpmorgan.com

Vice President

JPMorgan Chase

Security Level: Email, Account Authentication
(None)*Vincent Saia*Signature Adoption: Pre-selected Style
Using IP Address: 159.53.78.142

Sent: 7/30/2021 8:36:52 AM

Viewed: 7/30/2021 8:41:32 AM

Signed: 7/30/2021 8:42:06 AM

Freeform Signing

Electronic Record and Signature Disclosure:

Accepted: 7/14/2021 11:09:33 AM

ID: 0453320d-7754-4a98-9f0f-3c514b99621f

Company Name: JPMorgan Chase

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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Completed

Security Checked

7/30/2021 8:42:06 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**



ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

1. Eligible Platforms.

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

2. Configuration of Platforms.

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

3. Authority Documents; Personal Data.

The Customer has separately provided JPMorgan with documentation (i) showing or certifying the authority of its Authorized Signers to sign documents on behalf of the Customer and (ii) containing the correct name, business email address, and telephone numbers (“Personal Data”) for each Authorized Signer (“Authority Documents”). The Customer represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Customer will promptly notify JPMorgan if there are any changes to the Authority Documents, including if an Authorized Signer’s authority is modified or revoked. JPMorgan is authorized to rely on the information set forth in the Authority Documents until it receives and has had a reasonable time to act on such notice. In instances where JPMorgan initiates the signing event, JPMorgan will share Personal Data with the Platform for the sole purpose of facilitating the e-Signing process, and the Customer and Authorized Signer hereby, and by executing an E-Signed Document, consent to the sharing of such information and waives (to the extent permissible) any restrictions on sharing such information under applicable law. Personal Data will be kept by the Platform for the duration of the e-Signing process and will be deleted after a period of one year.

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

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

5. Customer Representations and Warranties; Acknowledgements.

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

The Customer represents and warrants that it has commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Signer at the Authorized Signer’s business email address, which include the following: (i) each Authorized Signer is assigned a unique business email address; (ii) the Authorized Signer’s access to the business email account requires at least the use of a unique username and password; and (iii) the Authorized Signer is required to maintain the security of

the log-in password and other security used to access the business email account and not to reveal them to any other person.

6. Limitation of Liability; Indemnification.

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

7. Governing Law.

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

8. Entire Agreement.

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

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

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

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

- The documents that are subject to this Consent are solely for business or commercial purposes.
- You are under no obligation to deliver future documents electronically.
- You can convert any paper document into electronic form and destroy the original paper document or convert any electronic document to a paper document. The retained form of a converted document shall be deemed to be an original for all purposes. Any converted document shall remain fully enforceable in accordance with its terms. Destroying the

original paper document evidencing a debt, or converting such a document from one form to another, will not constitute forgiveness, novation or cancellation of the debt.

- If there is an inconsistency between this Consent and any provision of another document, the terms of this Consent will prevail
- I can access and read this Consent and each document delivered to me electronically through the DocuSign system.
- I can print this Consent on paper or save it for future reference and access.
- I consent to receive documents electronically through the DocuSign system and any and all documents electronically signed by me are valid and enforceable as if they contained my original signature.