

**Derivative and Foreign Exchange (FX) Commodity Transactions Regulated by the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act")**

**A. Agreement for All Transactions (cont.)**

**4. Special Entity Status (non-individual accounts only)**

The client represents, warrants and certifies to J.P. Morgan on a continuing basis (which, for avoidance of doubt, includes each time that J.P. Morgan executes or clears an Exempt Transaction or a Derivative transaction) that it is not considered a Special Entity for purposes of the Dodd-Frank Act. Prior to completing this Section 4, the client should perform appropriate due diligence and, if necessary, consult with legal counsel, in regards to these representations, warranties and certifications.

(a) The client is the following entity type (check one):

- A Special Entity<sup>1</sup>, as defined below.
- A tax-exempt organization filing under Internal Revenue Code Section 501(c)(3), which is not an endowment.
- Neither a Special Entity nor a tax-exempt organization filing under Internal Revenue Code Section 501(c)(3).

(b) Was the client created (check one):

- By a public official, entity, or authority through an action pursuant to such person's official capacity or directly or indirectly through authority or direction of law (e.g. through legislation, regulation, court order, or other similar authority)?
- By private individuals or entities, unrelated to a public official, entity, or authority?

(c) Is any person responsible for or otherwise holding direct or indirect influence regarding the client's selection of J.P. Morgan to act as a Derivatives counterparty and/or to provide a Derivatives Account (including, but not limited to, the client's directors, management, investment managers, or other authorized persons or employees holding such responsibility or influence):

- A public official or public employee acting in his or her official capacity or directly or indirectly selected or appointed by one or more public officials in their official capacity or by individuals directly or indirectly selected or appointed by one or more public officials in their official capacity?
- None of the client's employees or management or any other person holding direct or indirect influence over the client's selection of J.P. Morgan in regards to any Derivatives services or accounts are subject to public integrity rules/codes of ethics or reporting requirements or selected or appointed by others subject to such rules.

<sup>1</sup>A Special Entity is any of the following:

- A Federal agency;
- A State, State agency, city, county, municipality, other political subdivision of a state, or any instrumentality, department, or a corporation of or established by a state or political subdivision of a state;
- An employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1002);
- An endowment, including an endowment that is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (26 U.S.C. 501(c)(3));
- or
- An employee benefit plan defined in Section 3 of the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1002), not otherwise defined as a Special Entity, that elects to be a Special Entity by notifying a swap dealer or major swap participant of its election prior to entering into a swap with the particular swap dealer or major swap participant.

5. The representations, warranties and certifications contained in this Derivative and FX/Commodity Transactions Regulated by the Dodd-Frank Act agreement (this "Agreement") should be read with the JPM August 2012 Bilateral DF Agreement, as amended, supplemented or replaced from time to time to reflect changes in applicable law, regulation and industry standards. The client acknowledges and agrees that (i) the information set forth in this Agreement is true and accurate as of the date of the execution and delivery of this Agreement; (ii) in the event of any material change to the information set forth in this Agreement, the client will contact J.P. Morgan and update the information in a timely manner; (iii) the information set forth in this Agreement is, and shall be considered in all respects, Relevant Information as that term is defined in the JPM August 2012 Bilateral DF Agreement; and (iv) J.P. Morgan will rely on the information set forth in this Agreement in evaluating whether to enter into Derivatives with the client. Notwithstanding any provision set forth in the Cleared Trades Agreement or the ISDA Documentation (each defined below), any information given hereunder which is incorrect or misleading in any material respect or which is rendered incorrect or misleading by the failure of the client to update this Agreement on a timely basis may give rise to termination and/or reversal by the Bank of any Derivatives transaction entered into in reliance on the representations, warranties and certifications contained in this Agreement.
6. Depending on the types of transactions done by the client, J.P. Morgan may require the client to enter into one or more of the following additional agreements: the JPM August 2012 Bilateral DF Agreement, the FIA-ISDA Cleared Derivatives Execution Agreement, the Client Agreement, the Cleared Derivatives Transaction Addendum, and any applicable schedules (the foregoing agreements shall be referred to collectively as the "Cleared Trades Agreement") and/or agreements promulgated by the International Swaps and Derivatives Association, Inc. ("ISDA"), as supplemented, modified and amended by the applicable counterparty from time to time (the foregoing ISDA agreements, related supplements, modifications and amendments plus the JPM August 2012 Bilateral DF Agreement shall be referred to collectively as the "ISDA Documentation"). The required agreements may change in the future to reflect changes in applicable law, regulation and industry standards.