

**J.P. Morgan Derivatives Account Application and Agreement:  
Swaps and Other Contracts**

The client's account at such DCO will be for the purposes of (Check **one**):  Speculation  Hedging

Note: Clients may not use a single account for both purposes.

The client wishes the account at each such DCO to enable transactions in the following currencies (only the currencies listed are currently available) (Check **all** that apply):  USD  EUR  JPY

Note: Not all DCOs will be capable of transacting in all currencies and J.P. Morgan does not anticipate provide clearing services in all currencies. Please contact your JPMS representative if you have any questions.

4. The client understands and agrees that all Derivatives transactions will be effected in accordance with the internal rules and policies of J.P. Morgan, the applicable rules, regulations, customs and usages of any exchange, market, DCO or self-regulatory organization, and all applicable federal and state laws, rules and regulations, all of which are incorporated by reference into every Derivatives transaction to the extent applicable to such Derivatives transaction. The Dodd-Frank Act requires reporting of all Derivatives transactions, which may include, without limitation, the disclosure of trade information including a party's identity (by name, LEI or otherwise) to a swap data repository and relevant regulators. In connection with any Derivative executed or cleared for or on behalf of such client on any SEF or DCO, the client consents to the jurisdiction of such SEF and/or DCO and agrees to provide such SEF or DCO, their agents, and their service providers, access to all books and records, staff and other information necessary for monitoring and enforcement of SEF or DCO rules. Client agrees to pay all settlement, clearing and related fees and charges imposed by J.P. Morgan or any SEF or DCO utilized in connection with Derivatives transactions.

5. The client represents and warrants to J.P. Morgan on a continuing basis (which, for avoidance of doubt, includes each time that J.P. Morgan executes or clears a Derivatives transaction):

(a) The client certifies that he/she/it is an "eligible contract participant," as that term is defined in the Commodity Exchange Act by reason of the following (Check **one**):

- The client is an individual acting for his or her own account with investable assets in excess of (i) \$10,000,000; or (ii) \$5,000,000 and who will be entering into such transactions in order to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the client.
- The client is a corporation, partnership, proprietorship, organization, trust or other entity acting for its own account (i) that has total assets exceeding \$10,000,000; (ii) that does not have total assets exceeding \$10,000,000 but its obligations under the subject transactions will be guaranteed or otherwise supported by a letter of credit, support, or other agreement by an entity that is an eligible contract participant; or (iii) that (a) has a net worth exceeding \$1,000,000; and (b) will enter into transactions in connection with the conduct of the entity's business or to manage the risk associated with an asset or liability owned or incurred or reasonably likely to be owned or incurred by the entity in the conduct of the entity's business.
- The client is an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1001 et seq.) a governmental employee benefit plan, or a foreign person performing a similar role or function subject as such to foreign regulation, each acting for its own account (i) that has total assets exceeding \$5,000,000; or (ii) the investment decisions of which are made by (a) an investment advisor or commodity trading advisor subject to regulation under the Investment Advisers Act of 1940 (15 U.S.C. 80b-1 et seq.) or the Commodity Exchange Act; (b) a foreign person performing a similar role or function subject as such to subsidiary or affiliate of such an insurance company.
- Other. Please consult J.P. Morgan concerning additional documentation that will be required.

(b) In the preceding 12 months, the client has not executed Derivatives transactions in a gross notional amount greater than \$8 billion, or, if the client has executed Derivatives transactions in such amount, the client does **not** (i) hold itself out as a dealer in Derivatives; (ii) make a market in Derivatives; (iii) regularly enter into Derivatives with counterparties as an ordinary course of business for its own account; or (iv) engage in activity causing it to be commonly known in the trade as a dealer or market maker in Derivatives.

(c) The client does not have express arrangements with its Derivatives counterparties that permit it to maintain a total uncollateralized exposure of more than \$100 million to all such counterparties, and (ii) the client does not maintain notional Derivatives positions of more than \$2 billion in any major category of Derivatives, or more than \$4 billion in aggregate Derivatives.