

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

84 The client understands and agrees that all Derivatives transactions will be effected in accordance with the internal rules and policies of J4P4 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 J4P4 Morgan or any SEF or DCO utilized in connection with Derivatives transactions.

54 The client represents and warrants to J4P4 Morgan on a continuing basis (which, for avoidance of doubt, includes each time that J4P4 Morgan executes or clears a Derivative 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) \$1,000,000; 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 \$1,000,000; (ii) that does not have total assets exceeding \$1,000,000; 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 1978 (29 U.S.C. 1101 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 1998; (15 U.S.C. 808(b)-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 J4P4 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 \$1 billion 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 \$8 billion in aggregate Derivatives.

74 In addition to any agreement in the Cleared Derivatives Agreement or ISDA Documentation in respect of the manner of giving notices or other communications (collectively "Communications") relating to Derivatives transactions, the client consents to receipt of Communications by means of electronic delivery. Electronic delivery will generally consist of the posting of Communications to a website that J4P4 Morgan designates in an e-mail notice or otherwise designates in advance of such posting (a "Designated Website"), which may be a third party website. J4P4 Morgan may elect to follow the posting of Communications with a transmission of an e-mail or other notice to the client that such Communications have been posted to the Designated Website and are ready to be viewed. J4P4 Morgan shall have the sole discretion as to whether to send a notice that a Communication has been posted to the Designated Website and some Communications may be posted without sending such notice. The client is responsible for checking all relevant Designated Websites for Communications periodically and agrees that the posting of a Communication on a Designated Website constitutes delivery of such Communications to the client, regardless of whether such Communication is actually opened or reviewed and regardless of whether or not a notice of the posting of the Communication is sent. Communications may be provided in an Adobe® Acrobat® Portable Document Format (PDF) file or a similar, common format. In some cases, J4P4 Morgan may send Communications directly to such e-mail address, which shall constitute delivery of such Communications to the client.

E-mail notices should be sent to the following e-mail address: \_\_\_\_\_

