

## CERTIFICATE OF ELIGIBLE CONTRACT PARTICIPANT ("ECP")

**Account Title:** Financial Trust Company  
**Account Number:** Ending in 0001

Applicable law and J.P. Morgan policy require clients to be "Eligible Contract Participants," as that term is defined in the Commodity Exchange Act, in order to conduct foreign exchange (FX) forwards, FX swaps, FX options and certain other OTC derivative transactions in a J.P. Morgan account. Accordingly, in connection with the undersigned's FX forwards, FX swaps, FX options and certain other OTC derivative transactions (collectively, "Transactions") in an account with JPMorgan Chase Bank, N.A., J.P. Morgan Securities LLC or one of their affiliates (collectively, "J.P. Morgan"), the undersigned makes the representations and warranties set forth below and agrees that J.P. Morgan may rely on the information contained in this Certificate in entering into Transactions with the undersigned.

### The undersigned represents and warrants to J.P. Morgan that:

#### A. The undersigned is an ECP of the following type(s) (check all that apply):

1. An individual acting for his or her own account who has amounts invested on a discretionary basis, the aggregate of which is in excess of (i) \$10,000,000; or (ii) \$5,000,000 and who enters into 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 individual.

If the undersigned is relying on Paragraph 1(ii) as the basis for claiming ECP status, by signing below, the undersigned further represents and warrants that he or she is entering into Transactions in order to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by him or her.

2. 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 Transactions it enters into with J.P. Morgan are guaranteed or otherwise supported by a letter of credit, support, or other agreement by an entity described in subparagraph (i) above or another Eligible Contract Participant; or
- iii) that (a) has a net worth exceeding \$1,000,000; and (b) enters 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.

If the undersigned is relying on Paragraph 2(ii) above as the basis for claiming ECP status, the provider of the guaranty, letter of credit, or other support will be required to sign and deliver a Certificate of Eligible Contract Participant to J.P. Morgan in order for the undersigned to enter into Transactions.

If the undersigned is relying on Paragraph 2(iii) above as the basis for claiming ECP status, by signing below, the undersigned further represents and warrants that it is entering into Transactions in connection with the conduct of the undersigned'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 undersigned in the conduct of its business.

3. An employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (29 U.S.C. 1001 et seq.), a government employee benefit plan, or a foreign person performing a similar role or function subject 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 adviser 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 to foreign regulation;
  - c) a financial institution; or

d) an insurance company or a regulated subsidiary or affiliate of such an insurance company.

\_\_\_ 4. Other. Please contact your J.P. Morgan representative for further documentation requirements if the undersigned is **(i)** a financial institution acting for its own account;<sup>1</sup> **(ii)** an insurance company acting for its own account; **(iii)** an investment company regulated under the Investment Company Act of 1940 acting for its own account; **(iv)** a commodity pool acting for its own account; **(v)** a governmental entity; **(vi)** a broker-dealer regulated under the Securities Exchange Act of 1934 acting for its own account; **(vii)** an investment bank holding company, as defined in section 17(i) of the Securities Exchange Act of 1934 acting for its own account; **(viii)** a futures commission merchant regulated under the Commodity Exchange Act acting for its own account; **(ix)** a floor broker or floor trader acting for his or her own account subject to regulation under the Commodity Exchange Act; **(x)** an investment adviser subject to regulation under the Investment Advisers Act of 1940; **(xi)**, a commodity trading advisor subject to regulation under the Commodity Exchange Act; or **(xii)** any other person that the Commodity Futures Trading Commission has determined to be eligible in light of the financial or other qualifications of the person.

**B. The undersigned agrees to promptly advise J.P. Morgan if any of the representations or warranties in this Certificate cease to be true.**

**C. The undersigned will indemnify and hold all J.P. Morgan affiliates harmless from any claim, loss, liability or expense, including, without limitation, collection costs, reproduction and search costs and the reasonable fees and disbursements of counsel and other advisers incurred by them as a result of the undersigned's breach of any of the foregoing representations or warranties or if any of the foregoing representations or warranties are not true, complete and correct in all respects.**

**Account Title:** Financial Trust Company inc

**Account Number:** Ending in 0001

Name

Address 1

Address 2

Address 3

Address 4

Address 5

(x)

Authorized Signature

Date

Name (if different from above): \_\_\_\_\_

Title (if different from above): \_\_\_\_\_

<sup>1</sup> The term "financial institution" means (A) a corporation operating under the fifth undesignated paragraph of section 25 of the Federal Reserve Act (12 U.S.C. § 603), commonly known as "an agreement corporation"; (B) a corporation organized under section 25A of the Federal Reserve Act (12 U.S.C. § 611 et seq.), commonly known as an "Edge Act corporation"; (C) an institution that is regulated by the Farm Credit Administration; (D) a Federal credit union or State credit union (as defined in 12 U.S.C. § 1752); (E) a depository institution (as defined in 12 U.S.C. § 1813); (F) a foreign bank or a branch or agency of a foreign bank (each as defined in 12 U.S.C. § 3101); (G) any financial holding company (as defined in 12 U.S.C. § 1841); (H) a trust company; or (I) a similarly regulated subsidiary or affiliate of an entity described in any of subparagraphs (A) through (H).