JPMorgan Chase & Co. Supplier Anti-Corruption Policy

Purpose
JPMorgan Chase & Co. issues this Supplier Anti-Corruption Policy ("Policy") to help ensure that its suppliers and their personnel do not engage in bribery and/or corruption while serving JPMorgan Chase & Co. and/or its direct and indirect subsidiaries ("JPMC") in any line of business and in any region of the world in which JPMC operates, consistent with JPMC’s own firmwide policy.

Supplier’s Anti-Corruption Compliance Responsibilities
1. Supplier, including any of its principals, owners, directors, officers, employees, consultants, affiliates, suppliers, agents, and subcontractors that perform any services for JPMC (individually and collectively “Supplier”, unless otherwise qualified), in connection with services provided pursuant to any agreement between JPMC and Supplier (“Agreement”):
   (a) will comply with all laws applicable to the parties under the Agreement relating to bribery and/or corruption (“Anti-Corruption Laws”);
   (b) will not directly or indirectly offer, give, authorize, solicit, or accept the giving of money or anything else of value to or from any person, whether a government official or private party, to obtain an improper advantage for JPMC, Supplier, or any third party, or secure the improper performance of that person’s function or misuse of that person’s position;
   (c) will not directly or indirectly offer, give or authorize the giving of money or anything else of value to any government official in his or her personal capacity, to facilitate or expedite government action or approvals;
   (d) will not do, or omit to do, any act that will cause JPMC to be in breach of the Anti-Corruption Laws;
   (e) will not directly or indirectly offer, give or authorize to any JPMC employee or contractor any gift, gratuity, service, favor, or anything else of value to influence or reward that employee or contractor in connection with the Agreement;
   (f) will not accept, and promptly report to JPMC, any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of the Agreement; and
   (g) represents and warrants that it has, with regard to any past action or omission related to the Agreement, acted consistently with each requirement set forth above.

2. Supplier will further:
   (a) notify its principals, owners, directors, officers, employees, consultants, affiliates, suppliers, agents, and subcontractors that perform any services for JPMC of their obligation to comply with this Policy;
   (b) have and maintain throughout the term of the Agreement, its own policies and/or procedures to help ensure its compliance with the Anti-Corruption Laws; and
   (c) if requested, provide reasonable assistance to JPMC in performing any activity related to the Agreement that is required by any government or agency thereof in any relevant jurisdiction for the purpose of compliance with the Anti-Corruption Laws.

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1 By way of example, meals, tickets, and gifts, other than those of minimal value, are considered inappropriate under this Policy.
3. Supplier further represents and warrants that neither Supplier nor any of its principals, owners, directors, or officers:

   (a) has been convicted of any offense involving bribery, corruption, fraud, or dishonesty;
   (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative, or regulatory body regarding any offense or alleged offense under the Anti-Corruption Laws; or
   (c) has been, or is listed by any government agency as being, debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programs or government contracts.

   Supplier will promptly notify JPMC if it or any of its principals owners, directors, or officers become subject to (a), (b), or (c) above during the course of Supplier’s performance under the Agreement.

4. Supplier will keep accurate books, records, and accounts in connection with the services to be performed under the Agreement. In addition, if JPMC reasonably suspects Supplier to have failed to comply with Section 1 of this Policy such that JPMC has incurred, or is likely to incur, losses, liabilities, and/or claims (including government fines and penalties) as the direct result of such failure, JPMC and its third-party representatives will have the right to collect and copy, with the reasonable assistance of Supplier, any records and other information of Supplier relevant to any such losses, liabilities, and/or claims.

5. Supplier will notify JPMC if it becomes aware of information that suggests that Supplier has failed, or is likely to fail, to comply with this Policy. Supplier’s failure to comply with Section 1 of this Policy will be deemed an incurable material breach of the Agreement. Upon notice of such a failure, or in the event that JPMC determines or reasonably suspects that such a failure has occurred or may occur, and notwithstanding anything else contained in the Agreement, JPMC may terminate the Agreement immediately upon written notice.

6. Supplier will indemnify JPMC against any and all losses, liabilities and/or claims (including government fines and penalties) incurred by, or awarded against, JPMC as a result of Supplier’s failure to comply with this Policy. If JPMC terminates the Agreement for a breach of Section 1 of this Policy, Supplier will not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with third parties that Supplier may have entered into before termination. In addition, payments previously made by JPMC to Supplier with regard to any transaction for which a breach has occurred shall be refunded to JPMC by Supplier.

7. Regardless of any other provision in the Agreement, JPMC will not be obliged to do, or omit to do, any act which would, in its reasonable opinion, potentially put it in breach of the Anti-Corruption Laws.