

**SUPPLEMENT No. 6 DATED 24 OCTOBER 2024 TO THE
BASE PROSPECTUS DATED 18 APRIL 2024**

J.P.Morgan

J.P. Morgan Structured Products B.V.

(incorporated with limited liability in The Netherlands)

as Issuer

JPMorgan Chase Financial Company LLC

(incorporated with limited liability in the State of Delaware, United States of America)

as Issuer

JPMorgan Chase Bank, N.A.

(a national banking association organised under the laws of the United States of America)

as Issuer and as Guarantor in respect of Securities

issued by

J.P. Morgan Structured Products B.V.

JPMorgan Chase & Co.

(incorporated in the State of Delaware, United States of America)

as Issuer and as Guarantor in respect of Securities

issued by

JPMorgan Chase Financial Company LLC

Structured Securities Programme for the issuance

of

Notes, Warrants and Certificates

Arranger and Dealer for the Programme

J.P. Morgan

Supplement to the Base Prospectus

This supplement (the "**Supplement**") constitutes a supplement to the base prospectus dated 18 April 2024 (the "**Original Base Prospectus**"), as supplemented by Supplement No. 1 dated 16 May 2024, Supplement No. 2 dated 4 June 2024, Supplement No. 3 dated 25 July 2024, Supplement No. 4 dated 14 August 2024 and Supplement No. 5 dated 11 September 2024 (the Original Base Prospectus as so supplemented, the "**Base Prospectus**"), which constitutes four base prospectuses for the purposes of Article 8 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"): (i) a base prospectus in respect of J.P. Morgan Structured Products B.V. ("**JPMSP**") (the "**JPMSP Base Prospectus**"), (ii) a base prospectus in respect of JPMorgan Chase Bank, N.A. (the "**JPMorgan Chase Bank, N.A. Base Prospectus**"), (iii) a base prospectus in respect of JPMorgan Chase & Co. (the "**JPMorgan Chase & Co. Base Prospectus**") and (iv) a base prospectus in respect of JPMorgan Chase Financial Company LLC ("**JPMCFC**") (the "**JPMCFC Base Prospectus**"), in each case, prepared in connection with the issue of non-equity securities under the Structured Securities Programme for the issuance of Notes, Warrants and Certificates (the "**Programme**") by JPMSP, JPMorgan Chase Bank, N.A., JPMorgan Chase & Co. and JPMCFC, irrevocably guaranteed in respect of Securities issued by JPMSP as to payment, delivery and other obligations by JPMorgan Chase Bank, N.A. and in respect of Securities issued by JPMCFC as to payment, delivery and other obligations by JPMorgan Chase & Co. Terms defined in the Base Prospectus have the same meanings when used in this Supplement. This Supplement constitutes a supplement to, and should be read in conjunction with, the JPMSP Base Prospectus, the JPMorgan Chase Bank, N.A. Base Prospectus, the JPMorgan Chase & Co. Base Prospectus and the JPMCFC Base Prospectus.

Purpose of Supplement

The purpose of this Supplement is to (i) incorporate by reference into the Base Prospectus the JPMorgan Chase & Co. 11 October 2024 Form 8-K (as defined below) and (ii) amend and supplement the terms and conditions of the Securities and the related information in the Base Prospectus.

Right to withdraw acceptances

In accordance with Article 23(2) of the Prospectus Regulation, investors in the European Economic Area who have already agreed to purchase or subscribe for Securities issued under the Base Prospectus before this Supplement is published and where the Securities have not yet been delivered to them at the time when the significant new factor, material mistake or material inaccuracy to which this Supplement relates arose or was noted have the right, exercisable within two working days after the publication of this Supplement, to withdraw their acceptances. This right is exercisable up to, and including 28 October 2024. Investors may contact the relevant Authorised Offeror(s) (as set out in the Final Terms of the relevant Securities) should they wish to exercise such right of withdrawal.

Status of Supplement

The Supplement is a supplement for the purposes of Article 23(1) of the Prospectus Regulation. On 18 April 2024, the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") approved the Base Prospectus for the purposes of Article 6 of the Luxembourg Law dated 16 July 2019 on prospectuses for securities. The amendments included in this Supplement to the terms and conditions of the Securities shall only apply to Final Terms, the date of which falls on or after the approval of this Supplement (save where the Final Terms provide that the terms and conditions of the Securities are to be incorporated from an earlier base prospectus).

Responsibility

In relation to the JPMSP Base Prospectus and the JPMorgan Chase Bank, N.A. Base Prospectus, JPMorgan Chase Bank, N.A. accepts responsibility for the information given in this Supplement and confirms that, to the best of its knowledge, the information contained in this Supplement is in accordance with the facts and makes no omission likely to affect its import. In relation to the JPMorgan Chase & Co. Base Prospectus and the JPMCFC Base Prospectus, JPMorgan Chase & Co. accepts responsibility for the information given in this Supplement and confirms that, to the best of its knowledge, the information contained in this Supplement is in accordance with the facts and makes no omission likely to affect its import.

Information being supplemented

I. Incorporation by reference

This Supplement incorporates by reference into the Base Prospectus:

- (a) the Current Report on Form 8-K of JPMorgan Chase & Co. dated 11 October 2024 containing the earnings press release of JPMorgan Chase & Co. for the quarter ended 30 September 2024, as filed with the United States Securities and Exchange Commission (the "**JPMorgan Chase & Co. 11 October 2024 Form 8-K**") (available at <https://dl.luxse.com/dlp/1029957ecd94f04e248597a92761244199>).

A copy of this document has been filed with the CSSF in its capacity as competent authority under Article 31(1) of the Prospectus Regulation and, by virtue of this Supplement, the information set out in the sections of the document referred to below is incorporated by reference into and forms part of the Base Prospectus.

Information incorporated by reference	Page Number
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From the JPMorgan Chase & Co. 11 October 2024 Form 8-K*

Item	Results of Operations and Financial Condition	Page 2
2.02		
Item	Financial Statements and Exhibits	Page 2
9.01		
Exhibit	JPMorgan Chase & Co. Earnings Release – Third Quarter 2024	Pages 4 to 11
99.1	Results	
Exhibit	JPMorgan Chase & Co. Earnings Release Financial Supplement	Pages 12 to 42
99.2	– Third Quarter 2024	

* The page numbers set out above are references to the PDF pages included in the JPMorgan Chase & Co. 11 October 2024 Form 8-K.

Any information not listed in the above cross-reference table but included in the document referred to in the above cross-reference table is not incorporated herein by reference for the purposes of the Prospectus Regulation and is either (a) covered elsewhere in the Base Prospectus; or (b) not relevant for the investor.

II. Amendments to the Base Prospectus

The Original Base Prospectus shall be amended as set out below and as described in the Schedules to this Supplement, such that all double-underlined text will be inserted into, and all struck-out text will be deleted from, the Original Base Prospectus, in each case as shown in the Schedules to this Supplement.

(A) Amendments to the Risk Factors

The section entitled "Risk Factors" on pages 6 to 71 of the Original Base Prospectus shall be amended as set out in Schedule 1 to this Supplement.

(B) Amendments to the Commonly Asked Questions

The section entitled "Commonly Asked Questions" on pages 85 to 120 of the Original Base Prospectus shall be amended as set out in Schedule 2 to this Supplement.

(C) Amendments to the Terms and Conditions of the Securities

The section entitled "Terms and Conditions" on pages 135 to 536 of the Original Base Prospectus shall be amended as set out in Schedule 3 to this Supplement.

(D) Amendments to the Form of Final Terms

The section entitled "Form of Final Terms" on pages 537 to 690 of the Original Base Prospectus shall be amended as set out in Schedule 4 to this Supplement.

(E) Amendments to the Form of Pricing Supplement

The section entitled "Form of Final Terms" on pages 691 to 702 of the Original Base Prospectus shall be amended as set out in Schedule 5 to this Supplement.

(F) Amendments to the Subscription and Sale

The section entitled "Subscription and Sale" on pages 723 to 734 of the Original Base Prospectus shall be amended as set out in Schedule 6 to this Supplement.

(G) Amendments to the Purchaser Representations and Requirements and Transfer Restrictions

The section entitled "Purchaser Representations and Requirements and Transfer Restrictions" on pages 735 to 744 of the Original Base Prospectus shall be amended as set out in Schedule 7 to this Supplement.

(H) Amendments to the General Information

The section entitled "General Information" on pages 835 to 836 of the Original Base Prospectus shall be amended as set out in Schedule 8 to this Supplement.

General

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Base Prospectus by this Supplement and (b) any other statement in or incorporated by reference into the Base Prospectus, the statements in (a) above will prevail.

Investors who have not previously reviewed the information contained in the document incorporated by reference above should do so in connection with their evaluation of the Securities.

This Supplement and the document incorporated by reference into it will be published on the Luxembourg Stock Exchange's website at www.luxse.com. In addition, any person receiving a copy of this Supplement may obtain, without charge, upon written or oral request, copies of the document incorporated by reference herein. Copies of the document incorporated by reference into this Supplement will be available free of charge during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted), in physical or electronic form, at the office of the Principal Programme Agent (The Bank of New York Mellon, London Branch, 160 Queen Victoria Street, London EC4V 4LA, United Kingdom) and the office of the Paying Agent in Luxembourg (The Bank of New York Mellon S.A./N.V., Luxembourg Branch, Vertigo Building – Polaris, 2-4 rue Eugène Ruppert, L-2453 Luxembourg).

SCHEDULE 1
RISK FACTORS

1. Amendments to Risk Factors

- (a) The sub-section headed "Securities which are not Belgian Securities" under Risk Factor 5.1(b) entitled "The 'Early Payment Amount' may be less than the original invested amount" on page 28 of the Original Base Prospectus shall be amended as follows:

"The 'Early Payment Amount' may be less than the original invested amount

Securities which are not Belgian Securities

On early redemption or termination in any of the unexpected circumstances described in Risk Factor 5.1(a) "*Events or circumstances leading to early redemption or termination*" above (i.e. any circumstances other than a mandatory early redemption event or the exercise of a put or call option), you will receive (subject in the case of an occurrence of an Event of Default to claims of other creditors and the Securities having a Minimum Redemption Amount or unless otherwise provided in the applicable Issue Terms or the terms and conditions of the relevant Securities) the "Early Payment Amount" in full and final settlement of the Securities. Unless the relevant Issue Terms specifies the Early Payment Amount as "Early Payment Amount 3", [or the Securities are Zero Coupon Notes or Linear Zero Coupon Notes](#), or an Event of Default has occurred and the Securities are New York Law Notes, the Early Payment Amount will be an amount representing the fair market value of the Securities determined by the Calculation Agent using its internal models and methodologies by reference to such factors as the Calculation Agent may consider to be appropriate (and where "Early Payment Amount 2" is specified to be applicable in the applicable Issue Terms) adjusted to account for all costs incurred by the Issuer and/or the Hedging Entity in connection with such early redemption or settlement, including, without limitation, any costs to the Issuer and/or the Hedging Entity associated with unwinding any funding relating to the Securities, any costs associated with unwinding any related Underlying Hedge Transactions, and all other expenses related, as determined by the Calculation Agent. If the applicable Issue Terms specifies the Early Payment Amount as "Early Payment Amount 3" or the Securities are New York [Law](#) Notes being redeemed as a result of an Event of Default, the Early Payment Amount will be the outstanding nominal amount of the Security, including, if applicable, accrued interest to (but excluding) the date of redemption or settlement of the Securities.

[Where the Securities are Zero Coupon Notes, the Early Payment Amount will be the Amortised Face Amount determined in accordance with General Condition 5.4 \(Early Redemption of Zero Coupon Notes\), which shall be the scheduled Final Redemption Amount of such Security on the Maturity Date discounted at a rate per annum equal to the Amortisation Yield \(which, if none is specified in the relevant Issue Terms, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date\) compounded annually.](#)

[Where the Securities are Linear Zero Coupon Notes, the Early Payment Amount will either be \(as specified in the applicable Issue Terms\) \(i\) "Early Payment Amount 3 plus Unpaid Implied Yield", being the sum of the outstanding nominal amount of the Security, including, if applicable, interest accrued at a non-compounding yield to \(but excluding\) the date of redemption or settlement of the Securities, as determined by the Calculation Agent or \(ii\) "Early Payment Amount 2", being an amount representing the fair market value of the Securities determined by the Calculation Agent using its internal models and methodologies by reference to such factors as the Calculation Agent may consider to be appropriate, adjusted to account for all costs incurred by the Issuer and/or the Hedging Entity in connection with such early redemption or settlement, including, without limitation, any costs to the Issuer and/or the Hedging Entity associated with unwinding any funding relating to the Securities, any costs associated with unwinding any related Underlying Hedge Transactions, and all other expenses related, as determined by the Calculation Agent, provided that where the Securities are being redeemed as a result of an Event of Default, the Early Payment Amount will be "Early Payment Amount 3 plus Unpaid Implied Yield" \(as described in \(i\) above\)."](#)

- (b) The following new Risk Factor 5.12 entitled "There are specific risks with regard to Zero Coupon Securities" and Risk Factor 5.13 entitled "There are specific risks with regard to Securities that are denominated in Chinese Renminbi" shall be inserted immediately following Risk Factor 5.11 entitled "There are risks associated with Sustainable Securities" on pages 37 to 39 of the Original Base Prospectus as follows:

"5.12 There are specific risks with regard to Zero Coupon Securities"

Changes in market interest rates have a greater impact on the prices of zero coupon bonds than on the prices of ordinary bonds because the discounted issue prices may be substantially below par. If market interest rates increase, zero coupon bonds can suffer higher price losses than other bonds having the same maturity and credit rating. Due to their leverage effect, the price risk associated with zero coupon bonds is high.

5.13 There are specific risks with regard to Securities that are denominated in Chinese Renminbi

Chinese Renminbi is not freely convertible at present. The government of the People's Republic of China continues to regulate conversion between Chinese Renminbi ("CNY") deliverable to a bank account in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") maintained in accordance with the prevailing laws and regulations ("Offshore CNY") and foreign currencies despite the significant reduction over the years by such government of its control over routine foreign exchange transactions conducted through current accounts. The People's Bank of China ("PBOC") has established a clearing and settlement system pursuant to the Settlement Agreement on the Clearing of Offshore CNY Business between PBOC and Bank of China (Hong Kong) Limited. However, the current size of Offshore CNY and Offshore CNY denominated financial assets in Hong Kong is limited, and its growth is subject to many constraints imposed by the laws and regulations of the People's Republic of China on foreign exchange. There can be no assurance that access to Offshore CNY funds for the purposes of making payments under the Securities or generally will remain available or will not become restricted. The value of Offshore CNY against foreign currencies fluctuates and is affected by changes in the People's Republic of China and international political and economic conditions and by many other factors. As a result, foreign exchange fluctuations between a purchaser's home currency and Offshore CNY may affect purchasers who intend to convert gains or losses from the sale or redemption of the Securities into their home currency. Developments and the perception of risks in other countries, especially emerging market countries, may adversely affect the USD/CNY exchange rate.

Holders of beneficial interests in Securities denominated in Chinese Renminbi may be required to provide certifications and other information (including Chinese Renminbi account information) in order to receive payments in Chinese Renminbi in accordance with the Chinese Renminbi clearing and settlement system for participating banks in Hong Kong. Payments in Offshore CNY will only be made to investors by transfer to a bank account denominated in CNY and maintained in accordance with applicable laws and regulations in Hong Kong.

There is only limited availability of Chinese Renminbi outside the People's Republic of China, which may affect the liquidity of the Securities and the Issuer's ability to and the terms at which it is able to source Chinese Renminbi outside the People's Republic of China to service the Securities.

If any amount payable under the Securities is in Offshore CNY and the Calculation Agent has determined that an event has occurred that negatively affects the liquidity, convertibility or transferability of Offshore CNY in the general Offshore CNY exchange market in Hong Kong, then the Issuer's obligations to pay amounts under the Securities in Offshore CNY may be replaced with the obligation to pay such amounts in U.S. Dollars."

SCHEDULE 2

COMMONLY ASKED QUESTIONS

1. Amendments to the Commonly Asked Questions

- (a) Commonly Asked Question 25 entitled "How is the Early Payment Amount calculated?" under sub-heading "Where the Securities are not Belgian Securities" on pages 95 to 97 of the Original Base Prospectus shall be amended as follows:

"25. How is the Early Payment Amount calculated?"

Where the Securities are not Belgian Securities

- (a) The Early Payment Amount is determined on the second Business Day immediately preceding the due date for the early redemption or settlement of the Securities. Save where (i) "Early Payment Amount 3" is applicable or (ii) the Securities are New York Law Notes and the Early Payment Amount is payable following an Event of Default or (iii) the terms of the Securities or the relevant Issue Terms otherwise provide, the Early Payment Amount represents the fair market value of such Securities, determined using JPMorgan Chase's internal models and methodologies by reference to such factors as the Calculation Agent may consider to be appropriate including, without limitation:
- (i) if the early redemption results from an event that will cause the Issuer's obligations under the Securities to be or to become illegal:
- market prices or values for the underlying(s) and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time taking into account the bid or offer prices of the underlying(s) (as relevant);
 - the remaining term of the Securities had they remained outstanding to scheduled maturity or expiry and/or any scheduled early redemption;
 - the value at the relevant time of any minimum redemption or cancellation amount which would have been payable had the Securities remained outstanding to scheduled maturity or expiry and/or any scheduled early redemption or exercise date;
 - if applicable, accrued interest;
 - internal pricing models;
 - prices at which other market participants might bid for securities similar to the Securities; and
 - any other information which the Calculation Agent considers to be relevant (but ignoring the event which resulted in such early redemption).
- (ii) if the early redemption results from:
- (A) external events which affect the Issuer's hedging arrangements (such as Change in law, Change in law-Increased Cost, Hedging Disruption, Insolvency Filing or Commodity Hedging Disruption Event (in each case, where applicable in respect of the relevant Securities));

- (B) an event which will cause the Issuer's obligations under its hedging arrangements related to the Securities to be or to become illegal (such as an Extraordinary Hedge Sanctions Event, Extraordinary Hedge Bail-In Event and Extraordinary Hedge Currency Disruption Event (in each case, if specified to be applicable in the relevant Issue Terms)); or
- (C) external events which affect the Reference Asset(s) (such as Potential Adjustment Events, Extraordinary Events, Successor Index Event (ETF), Successor to a Commodity Reference Price, Successor Index Sponsor or Successor Index, Index Adjustment Events or Commodity Index Adjustment Events, Successor Currency, Rebasing of Securities, Fund Events and Unpaid Redemption Proceeds Event and/or In-kind Redemption Proceeds Event):
- market prices or values for the underlying(s) and other relevant economic variables (such as interest rates and, if applicable, exchange rates) at the relevant time taking into account the bid or offer prices of the underlying(s) (as relevant);
 - the remaining term of the Securities had they remained outstanding to scheduled maturity or expiry and/or any scheduled early redemption;
 - the value at the relevant time of any minimum redemption or cancellation amount which would have been payable had the Securities remained outstanding to scheduled maturity or expiry and/or any scheduled early redemption or exercise date;
 - if applicable, accrued interest;
 - internal pricing models;
 - prices at which other market participants might bid for securities similar to the Securities; and
 - any other information which the Calculation Agent considers to be relevant.
- (b) Further, if the relevant Issue Terms specify the Early Payment Amount as "Early Payment Amount 2", the amount determined in accordance with paragraph 25(a) above may be adjusted to account for all costs incurred by the Issuer and/or its affiliates in connection with the early redemption, including any costs of unwinding any funding relating to the Securities or related underlying hedge transactions, and all other related expenses.
- (c) If early redemption results from an Event of Default (as defined in General Condition 15.1 (*Occurrence of Event of Default*)), the Early Payment Amount due and payable in respect of such Security shall be, in respect of:
- (i) each Security that has a Minimum Redemption Amount (as defined in General Condition 31.1 (*Definitions*)) and that is not a [Zero Coupon Note, a Linear Zero Coupon Note or a New York Law Note](#), the greater of (I) the Minimum Redemption Amount and (II) Early Payment Amount 1, Early Payment Amount 2 or Early Payment Amount 3, as specified to be applicable in the relevant Issue Terms calculated in respect of the Acceleration Date (as defined in General Condition 15.2 (*Consequences of an Event of Default*))), provided that

the Calculation Agent shall disregard any change in the credit worthiness of the relevant Issuer and the relevant Guarantor (if applicable) since the Issue Date of the Securities in its determination of such amount;

- (ii) each Security that is a New York Law Note and that is not a Zero Coupon Note or a Linear Zero Coupon Note (irrespective of whether such Security has a Minimum Redemption Amount), Early Payment Amount 3(as defined in General Condition 31.1 (*Definitions*)); ~~and~~
 - (iii) each Security that is not a Zero Coupon Note, a Linear Zero Coupon Note, a New York Law Note or a Security that has a Minimum Redemption Amount, Early Payment Amount 1, Early Payment Amount 2 or Early Payment Amount 3, as specified to be applicable in the relevant Issue Terms calculated in respect of the Acceleration Date provided that the Calculation Agent shall disregard any change in the credit worthiness of the relevant Issuer and the relevant Guarantor (if applicable) since the Issue Date of the Securities in its determination of such amount;
 - (iv) each Security that is a Zero Coupon Note (irrespective of whether such Security is a New York Law Note or a Security that has a Minimum Redemption Amount), the Amortised Face Amount in respect of the Acceleration Date as determined by the Calculation Agent in accordance with General Condition 5.4 (*Early Redemption of Zero Coupon Notes*); and
 - (v) each Security that is a Linear Zero Coupon Note (irrespective of whether such Security is a New York Law Note or a Security that has a Minimum Redemption Amount), Early Payment Amount 3 plus Unpaid Implied Yield, as specified to be applicable in the relevant Issue Terms.
- (d) If the relevant Issue Terms specifies the Early Payment Amount as "Early Payment Amount 3" or the Securities are New York Law Notes and the Early Payment Amount is payable following an Event of Default, the Early Payment Amount shall be the outstanding nominal amount of the relevant Security, including, if applicable, any accrued interest to (but excluding) the date of redemption or settlement of the Securities, provided that where the relevant Issue Terms specifies the Early Payment Amount as "Early Payment Amount 3 plus Unpaid Implied Yield", the Early Payment Amount shall be the amount as determined in sub-paragraph (v) immediately above.
- (e) If the relevant Issue Terms specifies that Early Payment Amount is determined in accordance with General Condition 5.4 (*Early Redemption of Zero Coupon Notes*), the Early Payment Amount shall be equal to the scheduled Final Redemption Amount discounted at a rate per annum equal to the Amortisation Yield (compounded annually)."

SCHEDULE 3

TERMS AND CONDITIONS OF THE SECURITIES

1. Amendments to the General Conditions

- a. A new General Condition 4.10 entitled "Zero Coupon Notes and Linear Zero Coupon Notes" shall be inserted immediately following General Condition 4.9 entitled "Fixed-to-Floating Rate Notes and Floating-to-Fixed Rate Notes" on pages 168 to 169 of the Original Base Prospectus as follows:

"4.10 Zero Coupon Notes and Linear Zero Coupon Notes"

Where a Zero Coupon Note is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Payment Amount, which shall be an amount determined in accordance with General Condition 5.4 (Early Redemption of Zero Coupon Notes). As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield.

Where a Linear Zero Coupon Note is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Payment Amount. As from the Maturity Date, interest will accrue only in respect of any overdue principal amount of the Note at a rate per annum (expressed as a percentage) equal to the Implied Yield on a non-compounding basis."

- b. The following new General Condition 5.4 entitled "Early Redemption of Zero Coupon Notes" and General Condition 5.5 entitled "Early Redemption of Linear Zero Coupon Notes" shall be inserted immediately following General Condition 5.3 entitled "Redemption by Instalments" on page 169 of the Original Base Prospectus, as follows:

"5.4 Early Redemption of Zero Coupon Notes"

In respect of any Zero Coupon Notes which are redeemed early in accordance with the General Conditions, the Early Payment Amount shall be the "Amortised Face Amount". The Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the "Amortisation Yield" (which, if none is specified in the relevant Issue Terms, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually. If the Early Payment Amount payable is not paid when due in respect of any such Note upon its redemption pursuant to General Condition 18.4 (Early Redemption or Termination for Taxation – Additional Amounts/Underlying Hedge Transactions) or upon it becoming due and payable as provided in General Condition 15 (Events of Default), the Early Payment Amount due and payable shall be the Amortised Face Amount of such Note, except that the date on which the Note becomes due and payable shall be the Relevant Payment Date. The calculation of the Amortised Face Amount shall continue to be made (as well after as before judgment) until the Relevant Payment Date, unless the Relevant Payment Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with General Condition 4.10 (Zero Coupon Notes).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown in the relevant Issue Terms.

"5.5 Early Redemption of Linear Zero Coupon Notes"

In respect of any Linear Zero Coupon Notes which are redeemed early in accordance with the General Conditions, the Early Payment Amount shall be Early Payment Amount 3 plus Unpaid Implied Yield or Early Payment Amount 2, as specified to be applicable in the relevant Issue Terms."

- c. General Condition 15.2 entitled "Consequences of an Event of Default" on pages 206 to 207 of the Original Base Prospectus shall be amended as follows:

"15.2 Consequences of an Event of Default

(a) *Event of Default in respect of Securities issued by JPMS, JPMorgan Chase Bank, N.A. or JPMorgan Chase & Co.*

In respect of Securities issued by JPMS, JPMorgan Chase Bank, N.A. or JPMorgan Chase & Co., if an Event of Default has occurred and is continuing, (i) the Holder of any Note may give written notice to the relevant Issuer and the Relevant Programme Agent at their specified offices declaring such Note to be immediately due and payable (or in the case of Norwegian Notes, Swedish Notes and Finnish Notes, on such later date on which the relevant Notes have been transferred to the account designated by the Relevant Programme Agent and blocked for further transfer by said Agent (such date will be the first date of a closed period for the purposes of General Condition 2.1(g) (*Closed Periods in respect of Danish Notes, Norwegian Securities, Swedish Securities and Finnish Securities*)) and (ii) the Holder of any Warrant or Certificate may give written notice to the relevant Issuer and the Relevant Programme Agent at their specified offices declaring such Warrant or Certificate to be immediately due and payable, whereupon such Security shall become immediately due and payable on such date (such date, the "**Acceleration Date**") for an amount (such amount, the "Early Payment Amount"), which amount shall be, in respect of:

- (i) each Security that has a Minimum Redemption Amount (as defined in General Condition 31.1 (*Definitions*)) and that is not a Zero Coupon Note, a Linear Zero Coupon Note or a New York Law Note, the greater of (I) the Minimum Redemption Amount and (II) Early Payment Amount 1, Early Payment Amount 2 or Early Payment Amount 3, as specified to be applicable in the relevant Issue Terms calculated in respect of the Acceleration Date provided that the Calculation Agent shall disregard any change in the credit worthiness of the relevant Issuer and the relevant Guarantor (if applicable) since the Issue Date of the Securities in its determination of such amount;
- (ii) each Security that is a New York Law Note and that is not a Zero Coupon Note or a Linear Zero Coupon Note (irrespective of whether such Security has a Minimum Redemption Amount), Early Payment Amount 3 (as defined in General Condition 31.1 (*Definitions*)); ~~and~~
- (iii) each Security that is not a Zero Coupon Note, a Linear Zero Coupon Note, a New York Law Note or a Security that has a Minimum Redemption Amount, Early Payment Amount 1, Early Payment Amount 2 or Early Payment Amount 3, as specified to be applicable in the relevant Issue Terms calculated in respect of the Acceleration Date provided that the Calculation Agent shall disregard any change in the credit worthiness of the relevant Issuer and the relevant Guarantor (if applicable) since the Issue Date of the Securities in its determination of such amount; ~~and~~
- (iv) each Security that is a Zero Coupon Note (irrespective of whether such Security is a New York Law Note or a Security that has a Minimum Redemption Amount), the Amortised Face Amount in respect of the Acceleration Date as determined by the Calculation

Agent in accordance with General Condition 5.4 (Early Redemption of Zero Coupon Notes); and

(v) each Security that is a Linear Zero Coupon Note, Early Payment Amount 3 plus Unpaid Implied Yield, as specified to be applicable in the relevant Issue Terms,

unless the Event of Default shall have been cured by the Issuer or waived by the Holders prior to receipt of such notice by the Issuer and the Relevant Programme Agent.

(b) Event of Default in respect of Securities issued by JPMCFC

In respect of Securities issued by JPMCFC:

- (i) if an Event of Default as described in General Condition 15.1(a)(ii) or 15.1(b)(ii) has occurred and is continuing, (i) in respect of Notes, the Holders of not less than 25 per cent. of the aggregate principal amount of the outstanding Notes of the relevant Series affected thereby may give written notice to the Issuer and the Relevant Programme Agent at their specified offices declaring all of the Notes of such Series to be immediately due and payable and (ii) in respect of Certificates, the Holders of not less than 25 per cent. of the total number of the outstanding Certificates of the relevant Series may give written notice to the Issuer and the Relevant Programme Agent at their specified offices declaring such Certificates to be immediately due and payable; or
- (ii) if an Event of Default as described in General Condition 15.1(c) has occurred and is continuing, such Securities shall automatically, and without any declaration or any other action on the part of the Holders of such Securities, become immediately due and payable,

whereupon each such Security shall become immediately due and payable on such date (such date, the "**Acceleration Date**") for an amount (such amount, the "**Early Payment Amount**"), which amount shall be, in respect of:

- (A) each Security that has a Minimum Redemption Amount (as defined in General Condition 31.1 (*Definitions*)) and that is not a Zero Coupon Note or a Linear Zero Coupon Note, the greater of (I) the Minimum Redemption Amount and (II) Early Payment Amount 1, Early Payment Amount 2 or Early Payment Amount 3, as specified to be applicable in the relevant Issue Terms calculated in respect of the Acceleration Date provided that the Calculation Agent shall disregard any change in the credit worthiness of the Issuer and the relevant Guarantor (if applicable) since the Issue Date of the Securities in its determination of such amount; ~~and~~
- (B) each Security that is not a Zero Coupon Note, a Linear Zero Coupon Note or a Security that has a Minimum Redemption Amount, Early Payment Amount 1, Early Payment Amount 2 or Early Payment 3, as specified to be applicable in the relevant Issue Terms, calculated in respect of the Acceleration Date provided that the Calculation Agent shall disregard any change in the credit worthiness of the Issuer and the relevant Guarantor (if applicable) since the Issue Date of the Securities in its determination of such amount;~~;~~

(C) each Security that is a Zero Coupon Note (irrespective of whether such Security is a Security that has a Minimum Redemption Amount), the Amortised Face Amount in respect of the Acceleration Date as determined by the Calculation Agent in accordance with General Condition 5.4 (Early Redemption of Zero Coupon Notes); and

(D) each Security that is a Linear Zero Coupon Note, Early Payment 3 plus Unpaid Implied Yield, as specified to be applicable in the relevant Issue Terms,

unless in the case of General Condition 15.2(b)(i) above only the Event of Default shall have been cured by the Issuer or waived by the Holders prior to receipt of such notice by the Issuer and the Relevant Programme Agent."

2. Amendments to Definitions

General Condition 31.1 entitled "Definitions" is amended as follows:

- (a) New definitions of "Amortised Face Amount" and "Amortisation Yield" shall be inserted immediately following the definition of "American Style" on page 236 of the Original Base Prospectus as follows:

"Amortised Face Amount" has the meaning given in General Condition 5.4 (Early Redemption of Zero Coupon Notes)."

"Amortisation Yield" means the yield specified as such in the relevant Issue Terms or, if none is specified, the yield determined in accordance with General Condition 5.4 (Early Redemption of Zero Coupon Notes)."

- (b) The definition of "Early Payment Amount" on page 244 of the Original Base Prospectus shall be amended as follows:

"Early Payment Amount" means,

- (a) for the purposes only of General Condition 15.2 (*Consequences of an Event of Default*), as defined therein; and
- (b) for all other purposes, unless otherwise specified in the Conditions, where:

(i) "Early Payment Amount 1" is specified to be applicable in the relevant Issue Terms, Early Payment Amount 1;

(ii) "Early Payment Amount 2" is specified to be applicable in the relevant Issue Terms, Early Payment Amount 2; ~~or~~

(iii) "Early Payment Amount 3" is specified to be applicable in the relevant Issue Terms, Early Payment Amount 3; ~~or~~

(iv) (in respect of Linear Zero Coupon Notes) "Early Payment Amount 3 plus Unpaid Implied Yield" is specified to be applicable in the relevant Issue Terms, Early Payment Amount 3 plus Unpaid Implied Yield."

- (c) A new definition of "Early Payment Amount 3 plus Unpaid Implied Yield" shall be inserted immediately following the definition of "Early Payment Amount 3" on page 245 of the Original Base Prospectus as follows:

""Early Payment Amount 3 plus Unpaid Implied Yield" means the sum of (i) an amount equal to the outstanding nominal amount of the relevant Security, including, if applicable, any accrued interest to (but excluding) the date of redemption or settlement of the Securities, as determined by the Calculation Agent plus (ii) Unpaid Implied Yield."

- (d) A new definition of "Implied Yield" shall be inserted immediately following the definition of "Holder" on page 252 of the Original Base Prospectus as follows:

""Implied Yield" means the percentage specified as such in the relevant Issue Terms."

- (e) A new definition of "Linear Zero Coupon Notes" shall be inserted immediately following the definition of "Latest Exercise Time" on page 256 of the Original Base Prospectus as follows:

""Linear Zero Coupon Notes" means any Notes in respect of which the "Linear Zero Coupon Note Provisions" are specified to be applicable in the relevant Issue Terms."

- (f) The definition of "Redenomination Date" on page 261 of the Original Base Prospectus shall be amended as follows:

""Redenomination Date" means (in the case of interest bearing Notes) any date for payment of interest under the Notes; or (in the case of Zero Coupon Notes or Linear Zero Coupon Notes) any date, in each case as specified by the Issuer in the notice given to the Holders pursuant to General Condition 21.1 (Redenomination of Notes) above and which falls on or after the date on which the country of the Specified Currency first participates in the third stage of European economic and monetary union."

- (g) A new definition of "Unpaid Implied Yield" shall be inserted immediately following the definition of "United States" on page 267 of the Original Base Prospectus as follows:

""Unpaid Implied Yield" means an amount determined by the Calculation Agent in accordance with the following formula:

$$\text{Aggregate Nominal Amount} \times (\text{Implied Yield} \times \text{Day Count Fraction})$$

For the avoidance of doubt, the Calculation Period begins from and including the Issue Date to but excluding the date of redemption or settlement of the Security, as determined by the Calculation Agent."

- (h) A new definition of "Zero Coupon Notes" shall be inserted immediately following the definition of "Warrants" on page 268 of the Original Base Prospectus as follows:

""Zero Coupon Notes" means any Notes in respect of which the "Zero Coupon Note Provisions" are specified to be applicable in the relevant Issue Terms."

3. Amendments to Payout Conditions

- (a) A new Payout Condition 3(mmm) entitled "Redemption of Fixed Amount" shall be inserted immediately following Payout Condition 3(III) entitled "Currency Conversion" on page 302 of the Original Base Prospectus as follows:

""(mmm) Redemption of Fixed Amount

If "Redemption of Fixed Amount" is specified to be applicable in the relevant Issue Terms, the Security Redemption Amount in respect of each Security shall be the Fixed Amount."

4. Amendments to Definitions

Payout Condition 4 entitled "Definitions and Interpretation" is amended as follows:

- (a) A new definition of "Fixed Amount" shall be inserted immediately following the definition of "Final Worst Performance Share" on page 342 of the Original Base Prospectus as follows:

"Fixed Amount" means an amount specified as such in the relevant Issue Terms."

5. Amendments to the Appendices

- (a) A new Appendix 3 – "CNH Provisions" shall be inserted immediately following Appendix 2 – "Belgian Securities Annex" on pages 528 to 536 of the Original Base Prospectus as follows:

"APPENDIX 3 – CNH PROVISIONS"

Where "CNH Provisions" is specified to be applicable in the relevant Issue Terms, then the following terms and conditions shall apply in respect of the Securities:

1. Offshore CNY Payment Disruption

1.1 Notice of Offshore CNY Disruption Event

In the event that the Calculation Agent, at any time and from time to time, determines in its reasonable discretion that an Offshore CNY Disruption Event has occurred or is likely to occur, then the Calculation Agent shall as soon as practicable notify the Holders of the Securities of the occurrence of an Offshore CNY Disruption Event in accordance with General Condition 26 (Notices).

1.2 Consequences of Offshore CNY Disruption Event

If an Offshore CNY Disruption Event in relation to the Securities, as determined by the Calculation Agent in its reasonable discretion, occurs on or prior to any date on which a payment is scheduled to be made under the Securities and such Offshore CNY Disruption Event is continuing on such date, the following disruption fallbacks will apply in the following order:

- (a) "Settlement Postponement" means that the payment of any Offshore CNY amount payable by the Issuer shall be postponed to the second Business Day (as defined in the General Conditions) after the date on which the Offshore CNY Disruption Event ceases to exist, unless that Offshore CNY Disruption Event continues to exist for 14 consecutive calendar days from the original date that, but for the occurrence of such Offshore CNY Disruption Event, would have been the date for such payments (which payment date may be, but is not limited to, an Interest Payment Date (if any) or the Maturity Date). In that case, Non-Deliverable Substitute (as described in paragraph (b) below) shall apply on the day immediately following the lapse of such 14 calendar day period (such immediately following day being the "Scheduled Valuation Date").
- (b) "Non-Deliverable Substitute" means that the relevant payment obligations under the Securities shall be replaced by an obligation to pay an amount that would be due as if settlement were Non-Deliverable (as defined below) with:
- (i) Offshore CNY being the "Reference Currency";
- (ii) United States dollar ("USD") being the "Settlement Currency"; and
- (iii) the spot foreign exchange rate which is the Offshore CNY/USD official fixing rate, expressed as the amount of Offshore CNY per one USD for settlement in two Business Days reported by the Treasury Markets Association which appears on Refinitiv page <CNHFIX> at approximately 11:30 a.m., Hong

Kong time determined in respect of the Valuation Date being the "Settlement Rate", subject to the provisions of paragraph 2 (Disruption Fallbacks for Settlement Rate) below.

"Non-Deliverable" settlement means that, in respect of any payment date (including but not limited to the Maturity Date and an Interest Payment Date (if any)) on which an Offshore CNY Disruption Event has occurred and is continuing and Non-Deliverable Substitute is applicable, the payment of any amount due in Offshore CNY under the Securities on such payment date shall be converted using the Settlement Rate and settled in the Settlement Currency on the relevant Non-Deliverable Substitute Settlement Date, and in respect of such amount payable to the Holders under the Securities, the payment shall also be paid to the relevant Holder's account in Hong Kong.

2. Disruption Fallbacks for Settlement Rate

If a Price Source Disruption has occurred and is continuing on the day that is the Valuation Date (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced by the relevant price source), then the Settlement Rate shall be determined in accordance with the disruption fallbacks in the following order:

- (a) "Valuation Postponement for Price Source Disruption" or "Valuation Postponement" means, in the event that the Settlement Rate is not available on or before the first Business Day (or day that would have been a Business Day but for an Unscheduled Holiday) succeeding the day on which the Price Source Disruption occurs, the Settlement Rate will be determined in accordance with Fallback Reference Price (as defined below) on such day.
- (b) "Fallback Reference Price" means, in respect of a Valuation Date, the Calculation Agent shall in good faith select five leading dealers in total in the general CNY exchange market outside Mainland China, comprising dealer(s) who are active in the general CNY exchange market in respect of each Offshore CNY Centre, to provide quotes in relation to the Settlement Rate. If five quotes of the Settlement Rate are provided as requested, the Settlement Rate will be calculated by eliminating the highest and lowest quotes and taking the arithmetic mean of the remaining quotes. If at least three, but fewer than five quotations are provided, the Settlement Rate will be the arithmetic mean of the quotations. If fewer than three quotations are provided as requested, the Settlement Rate shall be determined by way of Fallback Reference Price Postponement and Calculation Agent Determination of Settlement Rate (as defined below) in accordance with terms below.
- (c) "Fallback Reference Price Postponement and Calculation Agent Determination of Settlement Rate" means, in the event that the Fallback Reference Price is not available on or before the third Business Day (or a day that would have been a Business Day but for an Unscheduled Holiday) succeeding the end of either (i) Valuation Postponement for Price Source Disruption, (ii) Deferral Period for Unscheduled Holiday, or (iii) Cumulative Events, then the Calculation Agent will determine the Settlement Rate (or a method for determining the Settlement Rate), taking into consideration all available information that in good faith it deems relevant. For the avoidance of doubt, Cumulative Events, if applicable, does not preclude postponement of valuation in accordance with this provision.

For these purposes, "Cumulative Events" means, notwithstanding anything herein to the contrary, in no event shall the total number of consecutive calendar days during which either (i) valuation is deferred due to an Unscheduled Holiday, or (ii) a Valuation Postponement shall occur (or any combination of (i) and (ii)), exceed 14 consecutive calendar days in the aggregate. Accordingly, (x) if, upon the lapse of any such

consecutive calendar day period, an Unscheduled Holiday shall have occurred or be continuing on the day following such period that otherwise would have been a Business Day, then such day shall be deemed to be a Valuation Date, and (y) if, upon the lapse of any such consecutive calendar day period, a Price Source Disruption shall have occurred or be continuing on the day following such period, then Valuation Postponement shall not apply and the Settlement Rate shall be determined in accordance with the next disruption fallback.

3. Definitions

The following words and expressions shall have the following meanings:

"Business Day", for the purposes of paragraph 1.2(b) and paragraph 2 above and the definitions of "Valuation Date" and "Unscheduled Holiday" herein, means, unless otherwise specified, a day on which commercial banks are open (or, but for the occurrence of any Price Source Disruption, would have been open) for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in Hong Kong.

"Governmental Authority" means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Mainland China and/or Hong Kong.

"Mainland China" means the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

"Non-Deliverable Substitute Settlement Date" means any payment date determined pursuant to the terms herein, subject to adjustment if the Scheduled Valuation Date is adjusted in accordance with the Following Business Day Convention or if Valuation Postponement applies, and in each such case, the Non-Deliverable Substitute Settlement Date shall be as soon as practicable, but in no event later than two Business Days (as defined in the General Conditions) after the date on which the Settlement Rate is determined.

"Offshore CNY Centre" means Hong Kong.

"Offshore CNY Disruption Event" means any of the following:

- (i) Offshore CNY Illiquidity;
- (ii) Offshore CNY Inconvertibility; or
- (iii) Offshore CNY Non-Transferability.

"Offshore CNY Illiquidity" means the occurrence of any event that makes it impossible (where it had previously been possible) for the Issuer to obtain a firm quote of an offer price in respect of an amount in Offshore CNY equal to the Final Redemption Amount, Optional Redemption Amount, Early Payment Amount, any redemption amount, Fixed Coupon Amount, interest amount or any other amount to be paid under the Securities on the relevant payment date (the "Relevant Disrupted Amount"), either in one transaction or a commercially reasonable number of transactions that, when taken together, is no less than such Relevant Disrupted Amount, in the general Offshore CNY exchange market in Hong Kong in order to perform its obligations under the Securities. For the avoidance of doubt, the inability for the Issuer to obtain such firm quote solely due to issues relating to its creditworthiness shall not constitute an Offshore CNY Illiquidity.

"Offshore CNY Inconvertibility" means the occurrence of any event that makes it impossible (where it had previously been possible) for the Issuer to convert any amount of Offshore CNY no less than the Relevant Disrupted Amount into or from USD in the general Offshore CNY exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for such party, due to an event beyond its control, to comply with such law, rule or regulation). For the avoidance of doubt, the inability for the Issuer to convert Offshore CNY solely due to issues relating to its creditworthiness shall not constitute an Offshore CNY Inconvertibility.

"Offshore CNY Non-Transferability" means the occurrence of any event that makes it impossible (where it had previously been possible) for the Issuer to transfer Offshore CNY (A) between accounts inside Hong Kong; (B) from an account inside Hong Kong to an account outside Hong Kong and outside Mainland China or (C) from an account outside Hong Kong and outside Mainland China to an account inside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for such party, due to an event beyond its control, to comply with such law, rule or regulation). For the purpose of this definition of "Offshore CNY Non-Transferability" only, a segregated Chinese Renminbi fiduciary cash account with the People's Bank of China and operated by Bank of China (Hong Kong) Limited shall be deemed to be an account inside Hong Kong.

"Price Source Disruption" means it becomes impossible to obtain the Settlement Rate on the Valuation Date (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced by the relevant price source).

"Valuation Date" means the Scheduled Valuation Date, subject to adjustment in accordance with the Preceding Business Day Convention; provided however, that in the event of an Unscheduled Holiday, subject to adjustment in accordance with the Following Business Day Convention.

In the event the Scheduled Valuation Date becomes subject to the Following Business Day Convention after the occurrence of an Unscheduled Holiday, and if the Valuation Date has not occurred on or before 14 consecutive calendar days after the Scheduled Valuation Date (any such period being a "Deferral Period"), then the next day after the Deferral Period that would have been a Business Day but for the Unscheduled Holiday shall be deemed to be the Valuation Date ("Deferral Period for Unscheduled Holiday").

"Unscheduled Holiday" means a day that is not a Business Day and the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in Hong Kong two Business Days prior to the Scheduled Valuation Date.

For the avoidance of doubt, reference to "general Offshore CNY exchange market in Hong Kong" in the definitions of "Offshore CNY Illiquidity" and "Offshore CNY Inconvertibility" refers to purchase, sale, lending or borrowing of Offshore CNY for general purpose (including, but not limited to, funding), and therefore any purchase or sale of Offshore CNY where such Offshore CNY is required by relevant laws or regulations for settlement of any cross-border trade transaction with any entity in Mainland China, or any purchase or sale of Offshore CNY for personal customers residing in Hong Kong, would not be a purchase or a sale made in such general Offshore CNY exchange market in Hong Kong."

SCHEDULE 4

FORM OF FINAL TERMS

1. Amendments to Part A – Contractual Terms

The section entitled "Part A – Contractual Terms" is amended as follows:

- (a) A new line item 13A shall be inserted immediately following line item 13(xvii) entitled "Generic Permanent Fallback" on page 551 of the Original Base Prospectus, as follows:

" <u>13A. Zero Coupon Note Provisions:</u>	<u>[Applicable/Not Applicable]</u>
	<u><i>(This item shall be Not Applicable if Linear Zero Coupon Note Provisions below is Applicable)</i></u>
(i) <u>Amortisation Yield (General Condition 4.10):</u>	<u>[[●] per cent. per annum]</u>
(ii) <u>Day Count Fraction:</u>	<u>[●]</u>
<u>Linear Zero Coupon Note Provisions:</u>	<u>[Applicable/Not Applicable]</u>
	<u><i>(This item shall be Not Applicable if Zero Coupon Note Provisions above is Applicable)</i></u>
(i) <u>Implied Yield:</u>	<u>[●] per cent. per annum]</u>
(ii) <u>Day Count Fraction:</u>	<u>[●]"</u>

- (b) Line item 34 entitled "Early Payment Amount" on page 580 of the Original Base Prospectus shall be amended as follows:

34. "Early Payment Amount:	[[Early Payment Amount 1/Early Payment Amount 2/Early Payment Amount 3] is applicable]/[Early Payment Amount 1/Early Payment Amount 2], provided that, in respect of General Condition 15.2(b), the Early Payment Amount shall be Early Payment Amount 3 calculated in respect of the Acceleration Date]/ <u><i>[Insert for Zero Coupon Notes: Amortised Face Amount as set out in General Condition 5.4]/[Insert for Linear Zero Coupon Notes: [Early Payment Amount 3 plus Unpaid Implied Yield]/[Early Payment Amount 2, provided that, in respect of General Condition [15.2(a)]/[15.2(b)], the Early Payment Amount shall be Early Payment Amount 3 plus Unpaid Implied Yield calculated in respect of the Acceleration Date]]"</i></u>
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- (c) Line item 36 entitled "Security Redemption Amount (Payout Condition 3)" on page 590 of the Original Base Prospectus shall be amended as follows:

36. **"Security Redemption Amount (Payout Condition 3):** [Applicable/Not Applicable]
- (i) Security Redemption Reference Asset(s): [[The/Each][Share [and]/Index [and]/Commodity [and]/Commodity Index [and]/FX Rate [and]/Fund] as specified below in paragraph[s] [38/39/40/41/43]]/[Each Reference Asset specified as such in the Reference Asset Table below in the column entitled "Reference Asset Category"]/[Not Applicable]/[●] (Specify each relevant Reference Asset)]
- (ii) Provisions for determining Security Redemption Amount where calculation by reference to Share and/or Index and/or Commodity/Commodity Index and/or Fund is impossible or impracticable or otherwise disrupted: The [Share Linked Provisions [and]/Index Linked Provisions [and]/Commodity Linked Provisions [and]/FX Linked Provisions [and]/Fund Linked Provisions] are applicable. See paragraph[s] [38/39/40/41/43]/[Not Applicable]
- [(iii) Minimum Redemption Amount (Notes): [Applicable: [●]/Not Applicable]]"
- (d) A new line item 37(xlviii) shall be inserted immediately following line item 37(xlvii) entitled "Currency Conversion (Payout Condition 3 (III))" on page 650 of the Original Base Prospectus, as follows:
- " (xlviii) Redemption of Fixed Amount (Payout Condition 3(mmm)): [Applicable/Not Applicable]
- Fixed Amount: [●] "
- (e) Line item 48 entitled "Payment Disruption Event (General Condition 13)" on page 674 of the Original Base Prospectus shall be amended as follows:
48. **"Payment Disruption Event (General Condition 13):** [Applicable/Not Applicable] (Should be "Not Applicable" if (i) the "Belgian Securities Annex" is specified to be applicable or (ii) the "CNH Provisions" are specified to be applicable)
- (f) Line item 61 entitled "Prohibition of Sales to EEA Retail Investors" on page 678 of the Original Base Prospectus shall be amended as follows:
61. **"Prohibition of Sales to EEA Retail Investors:** [Applicable/Not Applicable] [Insert if applicable for securities firm or trust bank offerings: The Securities may only be offered, sold or otherwise made available to a retail investor in the European Economic Area ("EEA") if a key information document in respect of the Securities has been prepared and published in accordance with Regulation (EU) No 1286/2014 (as

amended, the "EU PRIIPs Regulation"). Consequently, any offer, sale or transfer of the Securities to retail investors in the EEA is prohibited unless the Dealer has confirmed that a key information document in respect of the Securities has been prepared and published in accordance with the EU PRIIPs Regulation. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the "Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the EU Prospectus Regulation (as defined above)]"

- (g) Line item 62 entitled "Prohibition of Sales to UK Retail Investors" on page 678 of the Original Base Prospectus shall be amended as follows:

62. **"Prohibition of Sales to UK Retail Investors:** [Applicable/Not Applicable] *[[Insert if applicable for securities firm or trust bank offerings: The Securities may only be offered, sold or otherwise made available to a retail investor in the United Kingdom if a key information document in respect of the Securities has been prepared and published in accordance with Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended) (as amended, the "UK PRIIPs Regulation"). Consequently, any offer, sale or transfer of the Securities to retail investors in the UK is prohibited unless the Dealer has confirmed that a key information document in respect of the Securities has been prepared and published in accordance with the UK PRIIPs Regulation. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "EUWA"); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (as amended, the "FSMA") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the*

EUWA; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA (as amended, the "UK Prospectus Regulation")]"

- (h) A new line item 66 shall be inserted immediately following line item 65 entitled "Additional Selling Restrictions" on pages 678 to 679 of the Original Base Prospectus, as follows:

"[66. **CNH Provisions:** [Applicable/Not Applicable]]"

2. Amendments to Part B – Other Information

The section entitled "Part B – Other Information" is amended as follows:

- (a) The sub-section beginning with "The Agents appointed in respect of the Securities are:" of the section headed "[6.][7.][8.] *OPERATIONAL INFORMATION*" in Part B (*Other Information*) of the Form of Final Terms at pages 685-686 of the Original Base Prospectus shall be amended as follows:

"The Agents appointed in respect of the Securities are:

The Bank of New York Mellon, London Branch
160 Queen Victoria Street
London
EC4V 4LA
United Kingdom

The Bank of New York Mellon S.A./N.V.,
Luxembourg Branch
Vertigo Building
Polaris
2-4 rue Eugène Ruppert
L-2453
Luxembourg

[Skandinaviska Enskilda Banken AB (publ)
Oslo Branch
Investor Services
Filipstad Brygge 1
N-0252 Oslo
Norway]⁵⁰

[Skandinaviska Enskilda Banken AB (publ)
Investor Services, AS-12
Råsta Strandväg 5
SE-169 79 Solna
Sweden]⁵¹

[Skandinaviska Enskilda Banken AB (publ)
Helsinki Branch
Investor Services
Eteläesplanadi 18
F1-00130 Helsinki
Finland]⁵²

[Skandinaviska Enskilda Banken AB (publ)

Copenhagen Branch
Investor Services
Bernstorffsgade 50
1577 Copenhagen V
Denmark]⁵³

[BNP Paribas S.A.
16, boulevard des Italiens
75009 Paris
France]⁵⁴

[~~Credit Suisse~~ UBS AG as Swiss Programme
Agent
~~Paradeplatz 8~~ Bahnhofstrasse 45,
8001 Zürich
Switzerland

UBS Switzerland AG as Paying Agent
Bahnhofstrasse 45,
8001 Zürich
Switzerland]⁵⁵

[BNP Paribas S.A. Germany Branch
Senckenberganlage 19
60325 Frankfurt am Main
Germany]⁵⁶

[Specify if not set out above]

50. Only applicable to Norwegian Securities.

51. Only applicable to Swedish Securities.

52. Only applicable to Finnish Securities.

53. Only applicable to Danish Securities.

54. Only applicable to French Securities.

55. Only applicable to Swiss Securities.

56. Only applicable to German Securities which are cleared through Clearstream Frankfurt."

SCHEDULE 5

FORM OF PRICING SUPPLEMENT

1. Amendments to Part A – Contractual Terms

The section entitled "Part A – Contractual Terms" is amended as follows:

- (i) The italicised paragraph beginning with the words "[Rows 1 – 63..." on page 694 of the Original Base Prospectus shall be amended as follows:

"[Rows 1 – 63, and Row ~~65~~66 of "Part A – Contractual Terms" of "Form of Final Terms" to be replicated here, save that Row ~~65~~66 shall be renumbered as Row ~~64~~65.]"

SCHEDULE 6

SUBSCRIPTION AND SALE

1. The section entitled "Subscription and Sale" is amended as follows:

- (a) A new section entitled "Taiwan" shall be inserted immediately following the section entitled "Switzerland" on page 730 of the Original Base Prospectus, as follows:

"Taiwan

The Securities may be made available (i) outside Taiwan to Taiwan resident investors for purchase by such investors outside Taiwan; (ii) to the offshore banking units of Taiwan banks (including Taiwan branches of foreign banks), offshore securities units of Taiwan securities houses (including Taiwan branches of foreign securities houses) and offshore insurance units of Taiwan insurance companies (including Taiwan branches of foreign insurance companies) purchasing the Securities in trust for, as agents of, or otherwise on behalf of their non-Taiwan clients or for purposes of on-sale to qualified Taiwan investors; or (iii) to qualified investors via a Taiwan-licensed intermediary, but may not otherwise be offered or sold in Taiwan. Any subscriptions of Securities shall only become effective upon acceptance by the Issuer or the relevant Dealer outside Taiwan and shall be deemed a contract entered into in the jurisdiction of incorporation of the Issuer or relevant Dealer, as the case may be, unless otherwise specified in the subscription documents relating to the Securities signed by the investors."

SCHEDULE 7

PURCHASER REPRESENTATIONS AND REQUIREMENTS AND TRANSFER RESTRICTIONS

1. The section entitled "Purchaser Representations and Requirements and Transfer Restrictions" is amended as follows:
 - (a) A new sub-section entitled "Holder Acknowledgements for CNH Provisions" shall be inserted immediately following the sub-section entitled "Representations relating to certain Securities issued by JPMCFC, JPMCC or JPMCB" on page 744 of the Original Base Prospectus as follows:

"Holder Acknowledgments for CNH Provisions"

Where the CNH Provisions are specified to be applicable in the relevant Issue Terms, each Holder shall be deemed, by its purchase of any Securities or its acceptance of transfer of any Securities to such Holder, to acknowledge and agree in favour of the Issuer that:

- (i) all payments in Chinese Renminbi deliverable to a bank account in the Hong Kong Special Administrative Region of the People's Republic of China maintained in accordance with the prevailing laws and regulations ("Offshore CNY") will be made solely by transfer to an Offshore CNY bank account maintained in accordance with applicable laws and regulations at a bank in Hong Kong;
- (ii) Offshore CNY is not a freely convertible currency;
- (iii) there can be no assurance that access to Offshore CNY funds for the purposes of payments in relation to the Securities or generally may not remain or become restricted; and
- (iv) only the Calculation Agent will determine in good faith whether a Payment Disruption Event, currency disruption or other similar event has occurred and any applicable fallback in relation to the Securities."

SCHEDULE 8

GENERAL INFORMATION

1. The section entitled "General Information" is amended as follows:

- (a) A new sub-section headed "9. Appointment of UBS Switzerland AG as Swiss Paying Agent" shall be inserted immediately after the sub-section headed "8. Credit Suisse AG merger with UBS AG" which was inserted by Supplement No. 2 dated 4 June 2024 in the section entitled "General Information" on page 836 of the Original Base Prospectus as follows:

"9. Appointment of UBS Switzerland AG as Swiss Paying Agent"

Holders should note that from and including 25 October 2024 (the "Appointment Effective Date"), each of the Issuers, the JPMSP Guarantor (in relation to Securities issued by JPMSP) and the JPMCFC Guarantor (in relation to Securities issued by JPMCFC) hereby appoints UBS Switzerland AG as Paying Agent in respect of each Tranche of Swiss Securities under the Programme.

The registered address of UBS Switzerland AG is at Bahnhofstrasse 45, 8001 Zürich, Switzerland.

Following the Appointment Effective Date: (i) UBS AG will continue to be the Swiss Programme Agent and Swiss Registrar in respect of each Tranche of Swiss Securities under the Programme and (ii) all references to Paying Agent in respect of each Tranche of Swiss Securities in this Base Prospectus and any related Final Terms, Pricing Supplement and other documents shall be deemed to be references to UBS Switzerland AG."