

From: JPMorgan Chase & Co. (as "**Issuer**")

To: The holder(s) of the Securities

Copy: The Bank of New York Mellon, London Branch (as "**Principal Programme Agent**", "**Paying Agent**" and "**Transfer Agent**")

The Bank of New York Mellon S.A./N.V., Luxembourg Branch (as "**Transfer Agent**" and "**Registrar**")

J.P. Morgan Securities LLC (as "**Calculation Agent**")

6 February 2023

AMENDMENT NOTICE TO THE HOLDER(S) OF

JPMorgan Chase & Co. (the "Issuer")

Legal Entity Identifier (LEI): 8I5DZWZKVSZI1NUHU748

Structured Products Programme for the issuance of Notes, Warrants and Certificates

U.S.\$ 3,000,000 10-Year USD CMS Rate-linked Notes, due November 2024 (the "Securities")

ISIN: XS1061499411

We refer to the pricing supplement in respect of the Securities (as amended and restated from time to time, the "**Pricing Supplement**"), which completes and amends the terms and conditions (the "**Conditions**") set forth in the relevant version of the Structured Products Programme for the issuance of Notes, Warrants and Certificates under which the Securities have been issued (the "**Programme**").

Terms that are not defined herein shall have the meanings attributed to them in the Pricing Supplement.

It has been determined to vary the terms and conditions of the Securities as set out below.

Pursuant to General Condition 22.1 (c)(ii) (*Consent by Extraordinary Resolution*), the Issuer, with the consent of the Holders of the Securities, has amended the terms and conditions of the Securities by entering into a deed of amendment dated 3 February 2023 (the "**Deed of Amendment**") (and attached at the Schedule hereto), which amends the terms and conditions of the Securities (such amendments, the "**Amendments**"). The Amendments shall be deemed to be effective for all purposes from, and including, 3 February 2023 and are binding on all Holders of the Securities.

This Amendment Notice shall be governed by, and construed in accordance with, English Law.

JPMorgan Chase & Co.

(as Issuer)

For any queries, please contact your usual J.P. Morgan sales representative.

Schedule - Deed of Amendment

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Deed of Amendment

JPMorgan Chase & Co. (the “Issuer”)

U.S.\$ 3,000,000 10-Year USD CMS Rate-linked Notes, due November 2024 (the “Securities”)
ISIN: XS1061499411

Structured Products Programme for the issuance of Notes, Warrants and Certificates

To: **THE BANK OF NEW YORK MELLON, LONDON BRANCH**
as Principal Programme Agent

To: **THE BANK OF NEW YORK MELLON, LONDON BRANCH**
as Paying Agent and Transfer Agent

To: **THE BANK OF NEW YORK MELLON S.A./N.V., LUXEMBOURG BRANCH**
as Transfer Agent and Registrar

To: **J.P. MORGAN SECURITIES LLC**
as Calculation Agent

This Deed of Amendment is made as a Deed by the Issuer on 3 February 2023.

Now this Deed of Amendment witnesses and it is hereby agreed and declared as follows:

1. Definitions and Interpretation

1.1 **Definitions:** Capitalised terms used but not defined in this Deed of Amendment have the meanings given to them in the terms and conditions of the Securities (the “**Conditions**”).

1.2 **Additional Definitions:** For the purposes of this Deed of Amendment:

“**Amendment**” means the amendments to the Pricing Supplement set out in Clause 2.1.

“**Amendment Effective Date**” means 3 February 2023.

“**Amendment Request**” means a notice delivered by the Issuer through the Clearing Systems to the relevant accountholders, substantially in the form set out in the Schedule (*Form of Amendment Request*) hereto, in which the Issuer requested Holder Consent.

“**Holder Consent**” means the holders representing at least 75 per cent. of the aggregate principal amount of the Securities for the time being outstanding consenting to the Amendment which took effect as an extraordinary resolution pursuant to General Condition 22.1 (c)(ii) (*Consent by Extraordinary Resolution*).

“**Pricing Supplement**” means the pricing supplement (as amended and restated from time to time) in respect of the Securities.

2. Amendment

2.1 **Amendment:** With effect from the Amendment Effective Date, the Issuer agrees that the Pricing Supplement shall be amended by inserting the following paragraphs in PART A – CONTRACTUAL TERMS immediately before paragraph 1:

“Notwithstanding anything to the contrary in this Pricing Supplement or the Conditions, with effect from the Amendment Effective Date: (i) the term “USD-ISDA-Swap Rate”, as used for the purposes of this Pricing Supplement, shall have the meaning given to it in Supplement 88 to the ISDA Definitions; and (ii) the proviso to the definition of USD-ISDA-Swap Rate set out in item 11(vii) of the Pricing Supplement shall be deemed to be deleted.”

- 2.2 Effect:** The Amendment shall take effect on the Amendment Effective Date and the Pricing Supplement shall, from the date of this Deed of Amendment, be construed accordingly. Except as provided herein, the Conditions remain in full force and effect and the Amendment does not affect any of the rights or obligations that have arisen under the Securities prior to the date of this Deed of Amendment.

3. Consent

- 3.1 Holder Consent:** The Issuer has delivered, on or prior to the date hereof, the Amendment Request requesting Holder Consent and has received the requisite responses to authorise the Amendment.

4. Miscellaneous

- 4.1 Variation:** No variation of this Deed of Amendment shall be effective unless in writing and signed by, or on behalf of, the Issuer.
- 4.2 Waiver:** No failure to exercise, nor any delay in exercising, any right, power or remedy under this Deed of Amendment or by law shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed of Amendment are cumulative and not exclusive of any rights or remedies (provided by law or otherwise). Any waiver of any breach of this Deed of Amendment shall not be deemed to be a waiver of any subsequent breach.
- 4.3 Partial Invalidity:** If at any time any provision of this Deed of Amendment is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will, in any way, be affected or impaired.

5. Governing Law and Jurisdiction

- 5.1 Governing Law:** This Deed of Amendment and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with English law.
- 5.2 Jurisdiction:** The courts of England are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Deed of Amendment and accordingly any legal action or proceedings arising out of or in connection with this Deed of Amendment (“**Proceedings**”) may be brought in such courts. The Issuer irrevocably submits to the exclusive jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

5.3 Service of process

The Issuer appoints the Company Secretary of J.P. Morgan Securities plc of 25 Bank Street, Canary Wharf, London E14 5JP, England as its agent in England to receive, for them and on their behalf, service of process in any Proceedings in England. Such service

shall be deemed completed on delivery to the relevant process agent (whether or not, it is forwarded to and received by the Issuer). If for any reason the process agent ceases to be able to act as such or no longer has an address in London, the Issuer irrevocably agrees to appoint a substitute process agent and shall immediately notify holders of such appointment in accordance with the General Conditions. Nothing shall affect the right of holders to serve process in any manner permitted by law.

This Deed of Amendment has been executed by the Issuer as a deed and delivered on the date stated at the beginning.

Executed as a deed and delivered by a
duly authorised signatory of
JPMorgan Chase & Co.

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Schedule to Deed of Amendment

Form of Amendment Request

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[The Form of Amendment Request was included as a Schedule to the executed Deed of Amendment but is not included herein.]