

## **APPENDIX C**

### **SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT**

**AMENDMENT TO  
CHECKS-PAID METHOD OF LETTER OF CREDIT FINANCING**

This Amendment to Checks-Paid Method of Letter of Credit Financing is entered into as of January 2, 2025 (the "Amendment") by and among the United States of America, represented by the Department of Energy (referred to as the "Government" or the "DOE"); Brookhaven Science Associates, LLC, a Delaware limited liability company (referred to as the "Contractor"); and JPMorgan Chase Bank, N.A., a national banking association (referred to as the "Bank" or the "Financial Institution").

**W I T N E S S E T H**

**WHEREAS**, on the effective date of December 22, 2014, DOE and Brookhaven Science Associates, LLC entered into Contract No. DE-SC0012704 which began on January 5, 2015 to manage and operate the Brookhaven National Laboratory, and provide for the transfer of funds on a payments-cleared basis;

**WHEREAS**, DOE required that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000;

**WHEREAS**, the special demand deposits were required to be kept separate from the Contractor's general or other funds, and the parties were agreeable to so depositing said amounts with the Financial Institution;

**WHEREAS**, with respect to the foregoing, the DOE, Contractor and Financial Institution entered into that certain "Checks-Paid Method of Letter of Credit Financing" as of August 10, 2015 (as the same may have been amended, supplemented or otherwise modified from time to time, the "Original Agreement");

**WHEREAS**, a complete and correct copy of the Original Agreement is attached hereto as Exhibit A; and

**WHEREAS**, DOE, Contractor and Financial Institution desire to amend the Original Agreement on the terms and subject to the conditions set forth herein.

**NOW THEREFORE**, in consideration of the benefits to be derived from this Amendment and the Original Agreement and of the mutual promises, obligations and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. In the third paragraph of Covenant 5, the following sentence shall be deleted:

"The Financial Institution agrees that per-item costs, detailed in the Attachment A 'Quotation Pricing Sheet' will remain constant during the term of this Agreement."

and shall be replaced with the following sentence:

“The Financial Institution agrees that per-item costs, detailed in the Attachment A ‘Quotation Pricing Sheet’ will remain constant through the 4<sup>th</sup> day of January 2025 and the per-item costs, detailed in the Attachment A-1 will be in effect from the 5<sup>th</sup> day of January 2025 through the 4<sup>th</sup> day of January 2030 (the ‘Additional Term’) and will remain constant during the Additional Term.”

2. In Covenant 7, the first sentence shall be deleted and replaced with the following: “This Agreement, with all its provisions and covenants, shall be in effect through the 4th day of January, 2030.”

3. Attachment A-1 and A-2 of this Amendment shall be added at the end of the Original Agreement.

4. The following is added as Paragraph 12: Special demand deposit accounts are subject to account terms, applicable service terms, and other account documentation (referred to as “Documents”) agreed to between Contractor and Financial Institution. All such Documents are hereby incorporated into this Agreement by reference. In the event of any inconsistency between the Original Agreement as amended and the Documents, the inconsistency shall be resolved by giving precedence to the Original Agreement as amended.

5. Except as amended by the provisions hereof, the Original Agreement shall remain in full force and effect in accordance with its terms.

6. This Amendment shall inure to the benefit of and shall be binding upon the DOE, Contractor and Financial Institution, their legal representatives, transferees, heirs, successors and assigns.

7. For the convenience of DOE, Contractor and Financial Institution, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

8. Capitalized terms used but not defined in this Amendment shall have the meanings given thereto in the Original Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

Brookhaven Site Office  
(Department of Energy Cognizant Office)

01/06/25  
Date Signed

By: Robert P. Gordon\_\_\_\_\_

ROBERT GORDON  
Digitally signed by ROBERT GORDON  
Date: 2025.01.06 11:25:30 -05'00'

(Signature of Contracting Officer)

Contracting Officer\_\_\_\_\_

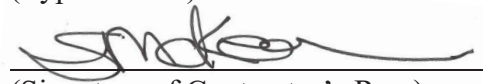
PO Box 5000, Bldg.464, Upton, NY 11973  
(Address) \_\_\_\_\_

Brookhaven Science Associates, LLC  
(Contractor)

01/03/2025  
Date Signed

By: Susan McKeon\_\_\_\_\_

(Typed Name)



(Signature of Contractor's Rep.)

Chief Financial Officer\_\_\_\_\_

(Title)

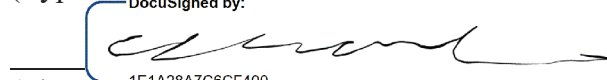
PO Box 5000, Bldg.460, Upton, NY 11973\_\_  
(Address)

JPMorgan Chase Bank, N.A.  
(Financial Institution)

January 2, 2025  
Date Signed

By: Christine Kamil\_\_\_\_\_

(Typed Name)

DocuSigned by:  
  
1E1A28A7C6CF400...  
(Signature of Financial Institution's Rep.)

Managing Director\_\_\_\_\_ MD

(Title)

383 Madison Ave, New York, NY, 10179  
(Address)

Exhibit A

Copy of Original Agreement

[Attached]

Contract No. DE-SC0012704  
Section J | Appendix C  
Modification No. 0131

## **APPENDIX C**

### **SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT**

**Applicable to the Operations of  
Brookhaven National Laboratory**

## CHECKS-PAID METHOD OF LETTER OF CREDIT FINANCING

This agreement entered into August 10, 2015, between the United States of America, represented by the Department of Energy (referred to as the "Government" or the "DOE"); Brookhaven Science Associates, LLC, legal entity existing under the laws of the State of Delaware, or successor contractor, (also referred to as the "Contractor"); and JPMorgan Chase Bank, N.A., a national banking association organized under the laws of the United States of America with offices at 4 New York Plaza, Floor 13, New York, NY 10004 (also referred to as the "Bank" or the "Financial Institution").

### RECITALS

(a) On the effective date of December 22, 2014, DOE and Brookhaven Science Associates, LLC entered into Contract No. DE-SC0012704 to begin on January 5, 2015 to manage and operate Brookhaven National Laboratory; and providing for the transfer of funds on a payments-cleared basis.

(b) DOE requires that amounts transferred to the Contractor there under be deposited in a special demand deposit account at a financial institution covered by Treasury-approved Government deposit insurance organizations that are identified in 1 TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

(c) The special demand deposit account shall be designated Brookhaven Science Associates, LLC/ Brookhaven National Laboratory General Operating Account.

### COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:-

1. The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.
2. The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into the and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.
3. DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under



the Agreement.

4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at:  
U.S. Department of Energy, Brookhaven Site Office, Building 464, Upton, NY 11973
5. DOE shall authorize funds that shall remain available to the extent that obligations that have been incurred in good faith there under by the Contractor to the Bank for the benefit of the special demand deposit account. The Bank agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive as close to zero as administratively possible.

Notwithstanding the foregoing, in the event that the Bank has knowledge that funding in the DOE account at the Federal Reserve Bank of Richmond (the "DOE Fed Account") may be insufficient or unavailable, whereby the Bank would be unable to drawdown immediately available funds sufficient to fully fund the payments issued by the Contractor, the Bank may, in its sole discretion, hold and not release any or all of the payments issued by the Contractor. The Bank will resume normal processes once it is satisfied, in its sole discretion, that adequate funding is available via the DOE Fed Account.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in DOE Contract No. DE-SC0012704, dated December 22, 2014. The Financial Institution agrees that per-item costs, detailed in the Attachment A "Quotation Pricing Sheet" will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the contractor. The contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

6. The Financial Institution shall post collateral in accordance with 31 CFR 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Treasury-approved deposit insurance.
7. This Agreement, with all its provisions and covenants, shall be in effect through the 4th day of January 2020. The Parties may extend the term of the Agreement for an additional period of time to be contemporaneous with any extension of time granted by DOE to the Contractor for the operation of Brookhaven National Laboratory. Such notice shall not commit DOE, the Contractor, or the Bank to the extension, which shall only occur after a formal amendment to the agreement is executed by the parties.
8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
9. DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligation in a manner that precludes effective utilization of the Government's cash resources.
10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be



terminated automatically upon the delivery of written notice to the Financial Institution.

11. In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenant 8 and 9)

All terms and conditions of this agreement signed by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

Contract No. DE-SC0012704  
Section J | Appendix  
Modification No. 0028

The parties hereto have caused this Agreement, which consists of four pages including the signature page, to be executed as of the day and year first above written.

Brookhaven Site Office  
(Department of Energy Cognizant Office)

August 10, 2015  
Date Signed

By: Evelyn Landini  
(Typed Name of Contracting Officer)

Evelyn Landini  
(Signature of Contracting Officer)

Business Management Division Director  
(Title)

P.O. Box 5000, Bldg. 464, Upton, NY 11973  
(Address)

Brookhaven Science Associates, LLC  
(M&O Contractor)

August 6, 2015  
Date Signed

By: Peter Ferrara  
(Typed name of Contractor's Representative)

Pet Ferrara  
(Signature of Contractor's Representative)

Acting Chief Financial Officer  
(Title)

P.O. Box 5000, Bldg. 400D, Upton, NY 11973  
(Address)

JPMorgan Chase Bank, N.A.  
(Typed name of Bank)

August 6, 2015  
Date Signed

By: Eugene Waiters  
(Name of Bank Representative)

Eugene T. Waiters  
(Signature of Bank Representative)

Executive Director  
(Title)

4 New York Plaza, Floor 13, New York, NY 10004  
(Address)

Attachment A-1

[Attached]

**J.P.Morgan**Catherine Ramm  
Vice President  
Treasury Services

July 17, 2018

Mr. Peter Ferrara  
Fiscal Officer  
Brookhaven Science Associates, LLC  
Brookhaven National Laboratory  
20 Brookhaven Avenue, Upton, NY 11973

Ref.: Add Bank Services to Existing Contract

Dear Peter,

As per your request, I am pleased to attach the fee schedule reflecting the 'Additional Payee name Verification' service. This letter serves to modify our August 10, 2015 Checks-Paid Method of Letter of Credit Financing Agreement by replacing Attachment A. The new Attachment A captures all the services used by Brookhaven Science Associates (BSA).


Our Payee Verification service enhances your protection against fraudulent checks when the payee name has been changed. It reduces the risk of payee line alteration by digitally comparing the payee field on check images to the corresponding payee name in the check issue file. This verification is provided as an extension of the Positive Pay service which allows you to monitor and control checks presented against your accounts.

The attached pricing also includes Quick Collect and associated services which were implemented as a contingency to Payroll payments in case of disaster recovery.

Kindly sign and return this letter for our mutual records.

Sincerely,

Catherine Ramm

Authorized BSA Officer Name and title (PRINT) George Clark, Chief Financial OfficerSignature:  Date: 07/20/2018Authorized BSA Name and title (PRINT) Robert Gordon Contracting OfficerSignature:  Date: 7-24-18Catherine Ramm, Treasury Services Officer (PRINT): CATHERINE RAMM - VPSignature:  Date: 7/19/18



Pricing quoted herein is valid for 60 days from the date of this presentation

**Pro Forma Analysis**

July 2018

**J.P.Morgan**Customer: BROOKHAVEN SCIENCE ASSOC LLC  
Banker/Treasury Sales Officer: CATHERINE RAMM**Service Analysis\***

Service Description	AFP	Number of Units	Unit Price	Charge For Service	Annualized
<b>ACCOUNT SERVICES</b>					
105 - DAILY OVERDRAFT OCCURRENCE FEE	000212	1	\$0.0000	\$0.00	\$0.00
1005 - ACCOUNT MAINTENANCE	010000	5	\$24.0000	\$120.00	\$1,440.00
1006 - ACCT MAINT-INT	010010	1	\$31.1900	\$31.19	\$374.28
1010 - STATEMENT CYCLES	010307	6		\$0.00	\$0.00
+ 1304 - ARP PAID ITEM RETURN CREDIT	010101	1	\$0.0000	\$0.00	\$0.00
+ 1758 - ONLINE AUDIT CONFIRMATIONS	010630	2	\$0.0000	\$0.00	\$0.00
7640 - CREDIT POSTED- ELECTRONIC	010101	143	\$0.1300	\$18.59	\$223.08
7641 - DEBIT POSTED - ELECTRONIC	010100	240	\$0.0300	\$7.20	\$86.40
<b>Subtotal</b>				\$176.98	\$2,123.76
<b>AUTOMATED CLEARING HOUSE</b>					
2242 - FED CLEARING ORIGINATED ITEM	250199	5,171	\$0.0100	\$51.71	\$620.52
2244 - FED CLEARING ADDENDA	250199	1,025	\$0.0100	\$10.25	\$123.00
2695 - ACH MAINTENANCE	250000	2	\$75.0000	\$150.00	\$1,800.00
2700 - CREDIT ORIGINATED	250101	6,089	\$0.0700	\$426.23	\$5,114.76
2705 - DEBIT ORIGINATED	250100	30	\$0.0700	\$2.10	\$25.20
2716 - CREDIT RECEIVED	250201	92	\$0.0700	\$6.44	\$77.28
2717 - DEBIT RECEIVED	250200	181	\$0.0700	\$11.27	\$135.24
2753 - DELETION / REVERSAL - ELEC	250820	1	\$5.0000	\$5.00	\$60.00
2765 - ACH BATCH/FILE PROCESSED	250501	30	\$0.0000	\$0.00	\$0.00
2796 - ADDENDA RECORD ORIGINATED	250120	1,316	\$0.0200	\$26.32	\$315.84
+ 2809 - NOTIF OF CHANGE - EMAIL	251070	3	\$1.5000	\$4.50	\$54.00
+ 2810 - RETURN NOTIFICATION - EMAIL	250400	11	\$1.5000	\$16.50	\$198.00
2812 - NOTIF OF CHANGE - FAX	251071	3	\$4.0000	\$12.00	\$144.00
2821 - RETURN NOTIFICATION - FAX	250401	12	\$4.0000	\$48.00	\$576.00
+ 5159 - COP CLIENT PROGRAM MAINTENANCE	250000	1	\$150.0000	\$150.00	\$1,800.00
+ 5160 - COP TRANS DECLINE/EXPIRE	250101	1	\$0.2000	\$0.20	\$2.40
+ 5161 - COP TRANS ACCEPTED	250101	1	\$0.6500	\$0.65	\$7.80
<b>Subtotal</b>				\$920.32	\$11,054.04
<b>BALANCE BASED CHARGES</b>					
35 - BALANCE BASED CHARGES	000230	1	\$63.4800	\$63.48	\$761.76
<b>Subtotal</b>				\$63.48	\$761.76
<b>BANKING CENTER SERVICES</b>					
1306 - BRANCH CREDITS POSTED	100000	1	\$3.7500	\$3.75	\$45.00
<b>Subtotal</b>				\$3.75	\$45.00
<b>DEPOSITORY SERVICES</b>					
541 - REMOTE DEPOSIT CAPTURE ITEM	101320	87	\$0.1500	\$13.05	\$156.60
548 - REMOTE DEPOSIT CAPTURE MAINT	101300	2	\$20.0000	\$40.00	\$480.00
749 - CQD DEPOSITORY CREDIT	999999	17	\$0.0000	\$0.00	\$0.00
1139 - SOFTWARE MAINTENANCE FEE	101300	1	\$20.0000	\$20.00	\$240.00
1400 - CREDITS POSTED	010101	13	\$1.1000	\$14.30	\$171.60
1435 - RETURN ITEM	100400	1	\$10.0000	\$10.00	\$120.00
1438 - RETURN ALTERNATE ADDRESS	100401	2	\$0.0000	\$0.00	\$0.00
1448 - RETURN DETAIL REPORTING	100411	2	\$1.5000	\$3.00	\$36.00
+ 1450 - RETURN ITEM REDEPOSIT	100402	1	\$8.0000	\$8.00	\$96.00
1455 - RETURN MAKER NAME	100430	2	\$0.5000	\$1.00	\$12.00
<b>Subtotal</b>				\$109.35	\$1,312.20
<b>DISBURSEMENT SERVICES</b>					
2205 - CONTROLLED DISB ACCT MAINT	150000	2	\$50.0000	\$100.00	\$1,200.00
2210 - CONTROLLED DISB CHECK POSTED	150110	1,214	\$0.0500	\$60.70	\$728.40
2338 - STOP PAYMENT AUTOMATIC RENEWAL	150412	2	\$4.0000	\$8.00	\$96.00
2370 - CHECK / DEBIT POSTED	010100	74	\$0.0400	\$2.96	\$35.52
3495 - IMAGE STORAGE PER ITEM	151351	1,212	\$0.0000	\$0.00	\$0.00
5234 - CONTROLLED DISB FUNDING	010112	42	\$0.0000	\$0.00	\$0.00
6818 - CHECK INQUIRY MAINTENANCE	151710	2	\$30.0000	\$60.00	\$720.00
6820 - RECON REPORT / STATEMENT MAINT	200308	2	\$18.0000	\$36.00	\$432.00
6825 - EXCEPTION NOTIFICATION - ACCT	150030	2	\$10.0000	\$20.00	\$240.00
6839 - STOP PAYMENT - ELECTRONIC	150410	13	\$7.0000	\$91.00	\$1,092.00
6844 - ISSUE INPUT UPLOAD	200201	28	\$10.0000	\$280.00	\$3,360.00
<b>Subtotal</b>				\$658.66	\$7,903.92
<b>INT REC &amp; PAY - REPORT</b>					
+ 6179 - RECEIVABLES MAINT - ONLINE	050005	2	\$10.0000	\$20.00	\$240.00
+ 6187 - LONG TERM STORAGE - CHECK	050620	187	\$0.0000	\$0.00	\$0.00
<b>Subtotal</b>				\$20.00	\$240.00
<b>INTERNATIONAL SERVICES</b>					
3941 - DEPOSITED CHECK - CANADIAN	609999	1	\$25.0000	\$25.00	\$300.00
<b>Subtotal</b>				\$25.00	\$300.00
<b>JPMORGAN ACCESS</b>					
6040 - MONTHLY SERVICE	400810	1	\$0.0000	\$0.00	\$0.00
6041 - ACCOUNTS REPORTED	40044Z	6	\$96.6000	\$579.60	\$6,955.20



6043 - TRANSACTIONS REPORTED - 45 DAY	40086Z	477	\$0.1000	\$47.70	\$572.40
6052 - CONT DISB CHECKS REPORTED	40066Z	1,218	\$0.1000	\$121.80	\$1,461.60
6053 - EXTENDED TRANSACTION DETAIL	40066Z	4,846	\$0.0000	\$0.00	\$0.00
Subtotal				\$749.10	\$8,989.20
OTHER CHARGES AND CREDITS					
8809 - RESEARCH ADJUSTMENT CREDIT	999999	1	\$0.0000	\$0.00	\$0.00
8810 - RESEARCH ADJUSTMENT DEBIT	999999	1	\$0.0000	\$0.00	\$0.00
Subtotal				\$0.00	\$0.00
RECONCILIATION SERVICES					
3209 - PARTIAL RECONCILEMENT - MAINT	200020	2	\$125.0000	\$250.00	\$3,000.00
3210 - PARTIAL RECONCILIATION-PER ITEM	200120	1,214	\$0.0300	\$36.42	\$437.04
++ 3228 - PAYEE NAME VERIFICATION - Anticipated volume	150122	1439	\$0.0300	\$43.17	\$518.04
3262 - POSITIVE PAY MAINTENANCE	150030	2	\$0.0000	\$0.00	\$0.00
3263 - EXCEPTION ITEM	150300	2	\$2.0000	\$4.00	\$48.00
+ 3272 - CHECK EXCEPTION RETURN	150320	2	\$10.0000	\$20.00	\$240.00
3291 - OUTPUT FILE		21	\$10.0000	\$210.00	\$2,520.00
3294 - DATA ENTRY - MANUAL	200210	2	\$2.5000	\$5.00	\$60.00
3386 - IMAGE CAPTURE PER ITEM	151351	1,212	\$0.0500	\$60.60	\$727.20
Subtotal				\$586.05	\$7,550.28
WIRE - U.S.					
5443 - SOFTI STANDARD CALCULATION	409999	21	\$0.0000	\$0.00	\$0.00
+ 5445 - FW SURCHARGE POST 5PM RECEIPT	350599	1	\$0.2600	\$0.26	\$3.12
+ 5446 - FW SURCHARGE \$10 MILLION+ D/C	350599	1	\$0.0000	\$0.00	\$0.00
5822 - ELECTRONIC BOOK DEBIT S/T	350124	36	\$5.0000	\$180.00	\$2,160.00
5823 - ELECTRONIC BOOK DEBIT REPAIR	350122	2	\$5.0000	\$10.00	\$120.00
5824 - ELECTRONIC FED DEBIT S/T	350100	4	\$5.0000	\$20.00	\$240.00
5826 - ELECTRONIC CHIP DEBIT S/T	350110	9	\$5.0000	\$45.00	\$540.00
+ 5827 - ELECTRONIC CHIP DEBIT REPAIR	350541	2	\$5.0000	\$10.00	\$120.00
5836 - ELECTRONIC FX DEBIT	600221	8	\$8.0000	\$64.00	\$768.00
5838 - ELECTRONIC FX DEBIT	600221	1	\$5.0000	\$5.00	\$60.00
5841 - BANK INITIATED BOOK DEBIT	350220	1	\$0.0000	\$0.00	\$0.00
5842 - BANK INITIATED FED DEBIT	350220	1	\$6.5000	\$6.50	\$78.00
+ 5851 - ELECTRONIC FX DEBIT, "OUR"	600221	2	\$8.0000	\$16.00	\$192.00
** 5880 - ELECTRONIC LINESHEET SET-UP	359999	1	\$5.2500	\$5.25	\$63.00
5882 - REPETITIVE INSTRUCTION STORAGE	350551	4	\$0.0000	\$0.00	\$0.00
5883 - FED TRANSFER FEE	350599	26	\$0.0000	\$0.00	\$0.00
5884 - CHIPS MESSAGE FEE	350599	11	\$0.0000	\$0.00	\$0.00
5886 - BOOK CREDIT	350320	5	\$2.0000	\$10.00	\$120.00
5887 - FED CREDIT S/T	350300	23	\$6.5000	\$149.50	\$1,794.00
5889 - CHIPS CREDIT S/T	350300	5	\$6.5000	\$32.50	\$390.00
5890 - CHIPS CREDIT REPAIR	350330	1	\$10.7500	\$10.75	\$129.00
5927 - MAIL DEBIT ADVICE	350412	11	\$2.0000	\$22.00	\$264.00
5928 - MAIL CREDIT ADVICE	350412	29	\$2.0000	\$58.00	\$696.00
5962 - ELEC. DRAWDOWN FED REQUEST	350521	21	\$3.0000	\$63.00	\$756.00
5967 - RETURNED PAYMENT INVESTIGATION	350560	2	\$0.0000	\$0.00	\$0.00
5968 - UNEXECUTED PAYMENT	350560	1	\$25.0000	\$25.00	\$300.00
5979 - ESERVE INQUIRY CONFIRMATIONS	350560	1	\$0.0000	\$0.00	\$0.00
+ 6300 - INV CREDIT NOT CHARGED	359999	1	\$0.0000	\$0.00	\$0.00
+ 6327 - INVESTIGATION ADVICE - ALL	350402	1	\$0.0000	\$0.00	\$0.00
+ 6408 - ADVICE - NOT CHARGE	999999	41	\$0.0000	\$0.00	\$0.00
+ 6487 - INCOMING FX CREDIT	600221	1	\$2.0000	\$2.00	\$24.00
Subtotal				\$729.51	\$8,617.12
Total Charge for Services				\$4,042.20	\$49,097.28

**Pro forma Notes, Assumptions & Disclaimers**

\* Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

\*\* Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

++ Denotes a new service, additional volume, and/or a new price.

Attachment A-2

[Attached]

Pricing quoted herein is valid for 60 days from the date of this presentation

Pro Forma Analysis

August 2024

Customer: BROOKHAVEN SCIENCE ASSOC LLC

J.P.Morgan

ECR Rate: 4.7200%

Service Analysis*							
Service Description	Service Definition	AFP	Number of Units	Unit Price	Charge For Service	Balance Required	
<b>ACCOUNT SERVICES</b>							
105 - DAILY OVERDRAFT OCCURRENCE FEE	Flat charge incurred each business day that an account is negatively collected.	000212	18	\$0.0000	\$0.00	\$0.00	
++ 1005 - ACCOUNT MAINTENANCE	Monthly maintenance charge for a Demand Deposit Account.	010000	5	\$30.0000	\$150.00	\$38,665.25	
1010 - STATEMENT CYCLES	Charge per statement for each Demand Deposit Account statement provided during the billing cycle via an electronic file. Charges may accrue for accounts that produce more than one statement during the billing cycle (i.e. daily or weekly statements).		1	\$0.0000	\$0.00		
			1	\$0.0000	\$0.00		
			1	\$0.0000	\$0.00		
			1	\$0.0000	\$0.00		
1756 - ONLINE AUDIT CONFIRMATIONS	Audit Confirmation requests generated via online portal	010307	5	\$0.0000	\$0.00	\$0.00	
2316 - OD INTRADAY ITEM PAID	Fee for each paid item on an overdraft account (intraday).	010630	1	\$0.0000	\$0.00	\$0.00	
3499 - POST NO CHECKS MAINTENANCE	Monthly charge for preventing all checks from posting to a DDA (Demand Deposit Account).	150340	65	\$0.0000	\$0.00	\$0.00	
++ 7640 - CREDIT POSTED- ELECTRONIC	Charge for a deposit/credit of funds made electronically into a Demand Deposit Account.	1500ZZ	2	\$1.0000	\$2.00	\$515.54	
++ 7641 - DEBIT POSTED - ELECTRONIC	Charge for a withdrawal/debit of funds made electronically out of a Demand Deposit Account.	010101	155	\$0.1500	\$23.25	\$5,993.11	
		010100	281	\$0.0300	\$8.43	\$2,172.99	
<b>Subtotal</b>					\$183.68	\$47,346.89	
<b>AUTOMATED CLEARING HOUSE</b>							
2242 - FED CLEARING ORIGINATED ITEM	Per transaction charge for ACH transactions processed through the Federal Reserve and Electronic Payments Network clearinghouses.	250102	5,668	\$0.0100	\$56.68	\$14,610.31	
2244 - FED CLEARING ADDENDA	Charge for each ACH addenda record processed through the Federal Reserve and Electronic Payments Network clearinghouses.	250120	1,127	\$0.0100	\$11.27	\$2,905.05	
2695 - ACH MAINTENANCE	Monthly maintenance charge per company ID for ACH Direct Send services.	250000	4	\$75.0000	\$300.00	\$77,330.51	
++ 2700 - CREDIT ORIGINATED	Charge for each ACH credit origination transaction.	250101	7,003	\$0.0698	\$488.81	\$125,999.75	
++ 2705 - DEBIT ORIGINATED	Charge for each ACH debit origination transaction.	250100	45	\$0.0732	\$3.29	\$848.06	
++ 2716 - CREDIT RECEIVED	Charge per ACH credit transaction received.	250201	100	\$0.1000	\$10.00	\$2,577.68	
++ 2717 - DEBIT RECEIVED	Charge per ACH debit transaction received.	250200	193	\$0.1000	\$19.30	\$4,974.93	
2729 - RETURN NOTIFICATION - ONLINE	Charge for each Return item reported online via the J.P. Morgan ACCESS Special Report module	250400	3	\$2.2500	\$6.75	\$1,739.94	
2730 - NOTIF OF CHANGE - ONLINE	Charge for each Notification of Change item reported online via the J.P. Morgan ACCESS Special Report module	250400	1	\$2.2500	\$2.25	\$579.98	
++ 2765 - ACH BATCH/FILE PROCESSED	Charge per company ID for ACH origination files received from client via direct transmission and/or service bureau.	250501	44	\$2.0000	\$88.00	\$22,683.62	
2796 - ADDENDA RECORD ORIGINATED	Charge for each addenda record attached to ACH originations.	250120	1,478	\$0.0200	\$29.56	\$7,619.63	
2809 - NOTIF OF CHANGE - EMAIL	Charge for each Notification of Change item reported via email	251070	2	\$1.5000	\$3.00	\$773.31	
2810 - RETURN NOTIFICATION - EMAIL	Charge for each Return item reported via email	250400	12	\$1.5000	\$18.00	\$4,639.83	
8019 - ACH ORIGINATED SAME DAY CREDIT	Charge for each ACH credit transaction originated with same day settlement.	250101	6	\$0.5000	\$3.00	\$773.31	
<b>Subtotal</b>					\$1,039.91	\$268,055.90	
<b>BALANCE BASED CHARGES</b>							
35 - BALANCE BASED CHARGES	A monthly administrative fee assessed to address various regulatory and other charges affecting J.P. Morgan. The fee is set by J.P. Morgan, in its sole discretion, and is subject to periodic review and adjustment.	000230	1	\$0.0000	\$0.00	\$0.00	
<b>Subtotal</b>					\$0.00	\$0.00	
<b>DEPOSITORY SERVICES</b>							
501 - CHECK DEPOSITED-ON US	Charge per check for deposit of checks drawn on local J.P. Morgan banks.	100220	1	\$0.2500	\$0.25	\$64.44	
++ 513 - CHECK DEPOSITED-TRANSIT	Charge per check for deposit of checks drawn on other banks.	100224	1	\$0.2500	\$0.25	\$64.44	
541 - REMOTE DEPOSIT CAPTURE ITEM	Charge for each check image submitted for deposit and clearing through the Remote Deposit Capture system.	101310	76	\$0.1500	\$11.40	\$2,938.56	
++ 548 - REMOTE DEPOSIT CAPTURE MAINT	Monthly maintenance charge for the Remote Deposit Capture service.	101300	2	\$25.0000	\$50.00	\$12,888.42	
749 - COD DEPOSITORY CREDIT	Charge per deposit for Chase Quick Deposit depository credit.	101310	7	\$0.0000	\$0.00	\$0.00	
1400 - CREDITS POSTED	Charge per credit for any credit posted to an account. Examples include deposits, interest credits, adjustment credits, transfer credits, and other credits.	010101	1	\$1.1500	\$1.15	\$296.43	
++ 1435 - RETURN ITEM	Charge per item for deposited checks that are returned unpaid.	100400	1	\$12.0000	\$12.00	\$3,093.22	
1438 - RETURN ALTERNATE ADDRESS	Charge per item for mailing addresses and deposited checks returned unpaid to an address other than the normal account address.	100401	2	\$0.0000	\$0.00	\$0.00	
1448 - RETURN DETAIL REPORTING	Charge per item for providing detail reporting information on deposited checks returned unpaid or redeposited.	100411	2	\$1.5000	\$3.00	\$773.31	
1450 - RETURN ITEM REDEPOSIT	Charge per item for redepositing a check that was returned unpaid in another attempt to clear it.	100402	1	\$8.0000	\$8.00	\$2,062.15	
++ 1455 - RETURN MAKER NAME	Charge per item to data key the returned check maker's name.	100430	2	\$0.6000	\$1.20	\$309.32	
<b>Subtotal</b>					\$87.25	\$22,490.29	
<b>DISBURSEMENT SERVICES</b>							
2205 - CONTROLLED DISB ACCT MAINT	Monthly maintenance charge for each Controlled Disbursement Account.	150000	2	\$70.0000	\$140.00	\$36,087.57	
++ 2210 - CONTROLLED DISB CHECK POSTED	Charge per check for checks paid on a Controlled Disbursement Account.	150110	962	\$0.1000	\$96.20	\$24,797.32	
2338 - STOP PAYMENT AUTOMATIC RENEWAL	Charge for the automatic annual renewal of a commercial stop payment instruction.	150412	6	\$4.1000	\$24.60	\$6,341.10	
++ 2370 - CHECK / DEBIT POSTED	Charge per check paid or debit posted to a Demand Deposit Account.	010100	95	\$0.0500	\$4.75	\$1,224.40	
3495 - IMAGE STORAGE PER ITEM	Charge per check paid for an account with the ACCESS Checks Inquiry with Image Retention Bill Plan.	151351	1,051	\$0.0350	\$36.79	\$9,483.30	
5234 - CONTROLLED DISB FUNDING	Charge per transfer for transferring funds from a Master Funding Account to replenish a Controlled Disbursement Account.	010112	42	\$0.1200	\$5.04	\$1,299.15	
++ 6618 - CHECK INQUIRY MAINTENANCE	Monthly maintenance charge for Account Reconciliation Processing accounts for the ACCESS Checks Check Inquiry module.	150400	3	\$31.6667	\$95.00	\$24,487.99	
++ 6620 - RECON REPORT / STATEMENT MAINT	Monthly maintenance charge for ACCESS Checks delivery of ARP Reconciliation Reports and Bank Statements.	200306	3	\$18.0000	\$54.00	\$13,919.49	
6625 - EXCEPTION NOTIFICATION - ACCT	Monthly per account charge for receiving e-mail notification of Positive Pay or ACH Transaction Review exception items via ACCESS Checks.	150030	3	\$10.0000	\$30.00	\$7,733.05	
6637 - EXTENDED REPORT RETRIEVAL	Charge for a retrieving a report past the retention date on ACCESS Checks.	209999	7	\$0.0000	\$0.00	\$0.00	
6639 - STOP PAYMENT - ELECTRONIC	Charge for a stop payment order received via Payables Web Services or sent electronically to the Catalyst or Account Reconciliation Processing systems.	150410	9	\$7.2500	\$65.25	\$16,819.39	
++ 6644 - ISSUE INPUT UPLOAD	Charge for each issue input file transmission uploaded via ACCESS Checks.	200201	17	\$10.0000	\$170.00	\$43,820.62	
<b>Subtotal</b>					\$721.63	\$186,013.38	
<b>INT REC &amp; PAY - REPORT</b>							
6179 - RECEIVABLES MAINT - ONLINE	Monthly maintenance charge per lockbox subscribed to Receivables Online Check and Document Image Presentment via web access. Checks and documents are available for same day viewing.	050005	2	\$20.0000	\$40.00	\$10,310.73	
++ 6187 - LONG TERM STORAGE - CHECK	Assessed first month for each check image page for long term storage in the bank's archive for a lockbox subscribing to Doc Image or Receivables Presentment. Includes initial month on high-speed storage & 10 years in tape archive.	050620	152	\$0.0300	\$4.56	\$1,175.42	
<b>Subtotal</b>					\$44.56	\$11,486.16	
<b>JPMORGAN ACCESS</b>							
6040 - MONTHLY SERVICE	Monthly account maintenance charge for J.P. Morgan ACCESS.	401000	1	\$0.0000	\$0.00	\$0.00	
++ 6041 - ACCOUNTS REPORTED	Monthly maintenance charge for a J.P. Morgan ACCESS Cash Balances and Transactions Reporting account.	40044Z	5	\$75.0000	\$375.00	\$96,663.14	
6043 - TRANSACTIONS REPORTED - 45 DAY	Charge per transaction loaded to the J.P. Morgan ACCESS Cash Balances and Transactions Reporting service with a 45 day history.	40066Z	1,915	\$0.0800	\$153.20	\$39,490.11	

6052 - CONT DISB CHECKS REPORTED	Charge per transaction for Controlled Disbursement Check transactions loaded to J.P. Morgan ACCESS.	40066Z	1,007	\$0.0800	\$80.56	\$20,765.82
6053 - EXTENDED TRANSACTION DETAIL	Charge per item for Extended Transaction Detail loaded to J.P. Morgan ACCESS.	40066Z	10,085	\$0.0000	\$0.00	\$0.00
Subtotal					\$608.76	\$156,919.07
OTHER PRODUCT SERVICES						
7954 - AVS STANDARD	Charge for each transaction that goes through Account Validation Standard solution delivered through JPM Account Validation Services when a verification and/or authentication response type is provided.	250101	1,200	\$0.3500	\$420.00	\$108,262.71
** 7990 - INDIVIDUAL VALIDATION - US	Identity verification of individuals located in US.	329999	50	\$0.7500	\$37.50	\$9,666.31
** 7991 - BUSINESS VALIDATION - US	Identity verification of businesses located in US.	329999	50	\$3.0000	\$150.00	\$38,665.25
Subtotal					\$607.50	\$156,594.28
RECONCILIATION SERVICES						
3209 - PARTIAL RECONCILEMENT - MAINT	Monthly charge for each account on the Partial Reconciliation service.	200020	3	\$125.0000	\$375.00	\$96,663.14
3210 - PARTIAL RECONCILIATION-PER ITEM	Charge for each item reconciled and included on an account that has Partial Reconciliation service.	200120	1,002	\$0.0300	\$30.06	\$7,748.52
3228 - PAYEE NAME VERIFICATION	Charge for each check presented for payment on accounts that subscribe to the Payee Name Positive Pay service.	150122	1,057	\$0.0300	\$31.71	\$8,173.83
3262 - POSITIVE PAY MAINTENANCE	Monthly fixed charge for each account with Positive Pay Services.	150030	3	\$0.0000	\$0.00	\$0.00
3263 - EXCEPTION ITEM	Charge per item for each Account Reconciliation Processing exception item reported to the client for their pay or return decision.	150300	8	\$2.2500	\$18.00	\$4,639.83
** 3271 - ISSUE INPUT FILE WITH RECON	Charge for each account on an input transmission that has Account Reconciliation Processing (ARP) services.	200201	25	\$10.0000	\$250.00	\$64,442.09
3272 - CHECK EXCEPTION RETURN	Charge for a check that is returned based upon a request made by an Account Reconciliation Processing client.	150320	2	\$12.0000	\$24.00	\$6,186.44
** 3291 - OUTPUT FILE	Charge for each Account Reconciliation Processing output transmission.	200301	21	\$12.0000	\$252.00	\$64,957.63
3293 - EXCESSIVE ARP REJECTS	Charge for Account Reconciliation check exceptions that were in excess of 1% of the total monthly paid check volume.	200209	9	\$0.7000	\$6.30	\$1,623.94
** 3294 - DATA ENTRY - MANUAL	Charge for each item manually keyed by Account Reconciliation Processing including any issues or voids.	200209	3	\$2.6000	\$7.80	\$2,010.59
** 3386 - IMAGE CAPTURE PER ITEM	Charge per image for capture of all imageable transaction items (paid checks, deposit tickets, etc.) that are included in the CD ROM Image Viewer or made available for viewing online.	151351	1,051	\$0.0500	\$52.55	\$13,545.73
Subtotal					\$1,047.42	\$269,991.74
WIRE - U.S.						
5443 - SOFTI STANDARD CALCULATION	Charge per transaction to determine the balance requirement for a SOFTI (Standing Order Financial Transaction Initiation) automated funds transfer.	359999	21	\$2.0000	\$42.00	\$10,826.27
** 5445 - FW SURCHARGE POST 5PM RECEIPT	Pass-through of Fed surcharge on all Fedwire debit instructions received by JPMC after 5pm for settlement	350531	1	\$0.2600	\$0.26	\$67.02
5446 - FW SURCHARGE \$10 MILLION+ D/C	Pass-through of Fed surcharge on all Fedwire debit or credit instructions received by JPMC that are greater than \$10 million	350531	1	\$0.1000	\$0.10	\$25.78
** 5822 - ELECTRONIC BOOK DEBIT S/T	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and processed straight through without operator intervention, which resulted in a credit to another J.P. Morgan account.	350120	51	\$5.0000	\$255.00	\$65,730.93
5823 - ELECTRONIC BOOK DEBIT REPAIR	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and that required a Bank operator's intervention to process, which resulted in a credit to another J.P. Morgan account.	350122	1	\$5.2500	\$5.25	\$1,353.28
** 5824 - ELECTRONIC FED DEBIT S/T	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and processed straight through without operator intervention, which resulted in an outbound Fedwire.	350100	5	\$5.2500	\$26.25	\$6,766.42
** 5825 - ELECTRONIC FED DEBIT REPAIR	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and that required a Bank operator's intervention to process, which resulted in an outbound Fedwire.	350102	1	\$11.0000	\$11.00	\$2,835.45
** 5826 - ELECTRONIC CHIP DEBIT S/T	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and processed straight through without operator intervention, which resulted in an outbound CHIPS payment.	350110	8	\$5.2500	\$42.00	\$10,826.27
** 5836 - ELECTRONIC FX DEBIT	Charge per transaction for a foreign exchange wire payment instruction initiated via an Auto FX solution such as J.P. Morgan ACCESS, Insight, PaySource, or SWIFT.	600221	5	\$10.0000	\$50.00	\$12,888.42
** 5851 - ELECTRONIC FX DEBIT, "OUR"	Charge per transaction for a foreign exchange wire payment instruction initiated via an AutoFX solution such as J.P.Morgan ACCESS, Insight, Paysource, SWIFT or FED that has a format charges OUR.	600221	1	\$10.0000	\$10.00	\$2,577.68
** 5873 - ELECTRONIC PRIORITY WIRE FEE	Transaction surcharge on wire instructions designated as "Priority" by the client for the purpose of accelerating the processing of the transfer.	350530	2	\$17.0000	\$34.00	\$8,764.12
** 5882 - REPETITIVE INSTRUCTION STORAGE	Charge to store repetitive payment instructions on the bank's processing application.	350530	7	\$1.1000	\$7.70	\$1,984.82
5883 - FED TRANSFER FEE	Fee that JPM is charged per transaction by the Federal Reserve Bank for Fedwire debits and credits.	350531	33	\$0.0000	\$0.00	\$0.00
5884 - CHIPS MESSAGE FEE	Message fee per transaction that J.P. Morgan is charged by the New York Clearing House for CHIPS debits.	350531	11	\$0.0000	\$0.00	\$0.00
** 5886 - BOOK CREDIT	Credit to customer's account where the debit party was another J.P.Morgan account holder.	350320	3	\$2.2500	\$6.75	\$1,739.94
** 5887 - FED CREDIT S/T	Charge for an incoming credit received from another bank via the Federal Reserve system and processed straight through without operator intervention.	350300	28	\$7.0000	\$196.00	\$50,522.60
** 5889 - CHIPS CREDIT S/T	Charge for an incoming credit received from another bank via CHIPS and processed straight through without operator intervention.	350300	3	\$7.0000	\$21.00	\$5,413.14
** 5927 - MAIL DEBIT ADVICE	Charge for the notification of a funds transfer debit forwarded to the client via the mail.	350412	12	\$5.0000	\$60.00	\$15,466.10
** 5928 - MAIL CREDIT ADVICE	Charge for the notification of a funds transfer credit forwarded to the client via the mail.	350412	34	\$5.0000	\$170.00	\$43,820.62
** 5962 - ELEC. DRAWDOWN FED REQUEST	Charge per transaction for a Fedwire drawdown request, initiated electronically, to draw funds in to a J.P Morgan account.	350521	26	\$3.2000	\$83.20	\$21,446.33
** 5967 - RETURNED PAYMENT INVESTIGATION	Charge for an investigation of a Fed or CHIPS payment returned from the receiving bank.	350560	1	\$0.0000	\$0.00	\$0.00
5968 - UNEXECUTED PAYMENT	Charge for an investigation when a payment is not able to be executed.	350560	1	\$40.0000	\$40.00	\$10,310.73
5971 - SOLUTION CENTER PHONE INQUIRY	Charge for a call to the Solution Center for wire payment inquiries.	350530	1	\$0.0000	\$0.00	\$0.00
Subtotal					\$1,060.51	\$273,365.93
Total Charge for Services					\$5,401.22	\$1,392,263.64

\* Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

\*\* Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

++ Denotes a new service, additional volume, and/or a new price.

## Certificate Of Completion

Envelope Id: C0510D0C-DBAD-4321-9857-CCB6C6DB6A2D	Status: Completed
Subject: Complete with Docusign: Appendix C Special Financial Institution Account Agree Amendment for Br...	
Client Entity Name/Request Name: BROOKHAVEN SCIENCE ASSOCIATES LLC	
IR Number/ Service Portal Case #/ Case ID/ Lockbox: NA	
ECID: 0034052208	
Source Envelope:	
Document Pages: 16	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	
Envelope Originator: Nicholas Waldeck 383 Madison Ave New York, NY 10179 nicholas.waldeck@chase.com IP Address: 159.53.110.217	

## Record Tracking

Status: Original	Holder: Nicholas Waldeck	Location: DocuSign
1/2/2025 12:13:11 PM	nicholas.waldeck@chase.com	
Security Appliance Status: Connected	Pool: JPMC Security Pool	

## Signer Events

Christine Kamil  
christine.s.kamil@jpmorgan.com  
MD  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
1E1A28A7C6CF400...

Signature Adoption: Drawn on Device  
Using IP Address: 159.53.46.143

## Timestamp

Sent: 1/2/2025 12:17:47 PM  
Viewed: 1/2/2025 12:20:14 PM  
Signed: 1/2/2025 12:20:44 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/2/2025 12:20:14 PM  
ID: e2a31645-652e-44f0-8fd2-3611edd945ec

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/2/2025 12:17:48 PM
Certified Delivered	Security Checked	1/2/2025 12:20:14 PM
Signing Complete	Security Checked	1/2/2025 12:20:44 PM
Completed	Security Checked	1/2/2025 12:20:44 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE 1.0\_07\_27\_20**

This Electronic Record and Signature Disclosure (“Terms”) sets forth the terms and conditions upon which JPMorgan Chase Bank, NA or its affiliates (“JPMorgan”) will accept a document signed by an authorized person (“Authorized Signer”) of a customer (“Customer”) of JPMorgan, using an electronic signature (“E-Signed Document”). Neither Customer nor JPMorgan are obligated to use or accept electronic signatures. The Customer may request that a document presented to it through a Platform be provided for manual signature. JPMorgan may require that the Customer provide a document or instruction manually signed by an Authorized Signer along with evidence of the Authorized Signer’s authority to execute such document or instruction.

**1. Eligible Platforms.** JPMorgan only accepts E-Signed Documents signed through e-signature platforms (each, a “Platform”) acceptable to JPMorgan on the terms set forth herein. A list of Platforms is available from JPMorgan upon request.. JPMorgan may accept E-Signed Documents signed through a Platform in instances where the signing event was initiated by JPMorgan or internally by the Customer. E-Signed Documents signed through a Platform must include a signature panel or other indicator evidencing that the document has not been modified since the signature was applied and a certificate of completion or audit trail providing details about each signer on the document, which must include, at a minimum, the signer’s email address and timestamp (“Completion Document”).

**2. Configuration of Platforms.** The Customer is responsible for its own use and configuration of each Platform. Security features (including, without limitation, encrypted messages, additional authentication requirements or features designed to prevent a document from being reassigned to another individual for signature) are included on the Platform for the benefit of the Customer (including, without limitation, to mitigate against fraud). By choosing not to use (or, in the case of encryption, not having the capability to use) any one or more security features, the Customer accepts the risks associated with not using such security measures. JPMorgan is not liable for any loss suffered by the Customer as a result of the Customer not using such security measures. The designated recipient of an email received from a Platform may not forward such email to another person for e-signature. If a document is misdirected, the recipient should contact JPMorgan or use functionality within the Platform to reassign the document to an Authorized Signer. The representations and warranties given by the Customer in these Terms will in no way be affected by a Customer’s choice not to use a security feature.

**3. Authority Documents; Personal Data.** The Customer has separately provided JPMorgan with documentation (i) showing or certifying the authority of its Authorized Signers to sign documents on behalf of the Customer and (ii) containing the correct name, business email address, and telephone numbers (“Personal Data”) for each Authorized Signer (“Authority Documents”). The Customer represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Customer will promptly notify JPMorgan if there are any changes to the Authority Documents, including if an Authorized Signer’s authority is modified or revoked. JPMorgan is authorized to rely on the information set forth in the Authority Documents until it receives and has had a reasonable time to act on such notice. In instances where JPMorgan initiates the signing event, JPMorgan will share Personal Data with the Platform for the sole purpose of facilitating the e-Signing process, and the

Customer and Authorized Signer hereby, and by executing an E-Signed Document, consent to the sharing of such information and waives (to the extent permissible) any restrictions on sharing such information under applicable law. Personal Data will be kept by the Platform for the duration of the e-Signing process and will be deleted after a period of one year.

**4. JPMorgan's Review of E-Signed Documents.** Upon receiving an E-Signed Document, JPMorgan will review the applicable Completion Document and current Authority Documents to (i) to verify that the signer of the E-Signed Document is an Authorized Signer, and (ii) verify that the email address associated with the electronic signature on the E-Signed Document is the email address of an Authorized Signer. JPMorgan will not verify whether the electronic signature in an E-Signed Document matches the specimen signature held by JPMorgan. The Customer agrees that verification of each E-Signed Document in accordance with this paragraph shall be deemed as prima-facie evidence of its having been duly executed by the Authorized Signer whose electronic signature appears thereon.

**5. Customer Representations and Warranties; Acknowledgements.** The Customer represents and warrants on a continuous basis that (i) each E-Signed Document has been validly executed by duly Authorized Signer(s) in accordance with the requirements of applicable law in the Customer's place of incorporation and, to the extent relevant, the Customer's constitutional documents; and (ii) each E-Signed Document constitutes a valid, legal, enforceable and binding obligation of the Customer. The Customer acknowledges that JPMorgan has relied on the foregoing representations and warranties when accepting E-Signed Documents. The Customer confirms that each E-Signed Document constitutes an electronic record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such printed copies will be treated to the same extent and under the same conditions as other original business records created and maintained in documentary form.

The Customer represents and warrants that it has commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Signer at the Authorized Signer's business email address, which include the following: (i) each Authorized Signer is assigned a unique business email address; (ii) the Authorized Signer's access to the business email account requires at least the use of a unique username and password; and (iii) the Authorized Signer is required to maintain the security of the log-in password and other security used to access the business email account and not to reveal them to any other person.

**6. Limitation of Liability; Indemnification.** JPMorgan assumes no responsibility or liability arising from operation of a Platform or the transmission, treatment or storage of any data by a Platform, including, without limitation, any Personal Data. In consideration of JPMorgan accepting E-Signed Documents, the Customer indemnifies and holds JPMorgan, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from JPMorgan's reliance on these Terms or on an E-Signed Document executed on behalf of the Customer.

**7. Governing Law.** These Terms and any non-contractual obligations arising out of or in relation to its terms shall be governed by the governing law and forum specified in the related E-signed Document, provided that when there is no governing law specified, these Terms shall be governed by and construed in accordance with the laws of New York and disputes arising out of or relating to its terms or any non-contractual obligations arising out of or relating to its terms will be submitted for resolution to the exclusive jurisdiction of the courts of New York, NY, without reference to the conflicts of laws provisions thereof. The Customer agrees that Personal Data will be subject to the laws and legal procedures of the jurisdictions where Platform's databases are located and to the Platform's data retention policy.

**8. Entire Agreement.** Except as otherwise agreed, these Terms shall constitute the entire agreement between JPMorgan and Customer with respect to the use and acceptance of electronic signatures. Therefore, any terms and conditions displayed through a Platform, on the Platform's website, or on the Customer website, or any other Customer terms and conditions, related to the use and acceptance of electronic signatures shall not be binding on JPMorgan or the Customer.

These Terms do not apply to Customers in connection with accounts and/or services provided by CB "J.P. Morgan Bank International" (LLC).