

**SUPPLEMENT No. 6 DATED 9 OCTOBER 2023 TO THE  
OFFERING CIRCULAR DATED 20 APRIL 2023**

# 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 Products Programme for the issuance**

**of**

**Notes, Warrants and Certificates**

***Arranger and Dealer for the Programme***

**J.P. Morgan**

## **Supplement to the Offering Circular**

This supplement (the "**Supplement**") constitutes a supplement to the offering circular dated 20 April 2023 (the "**Original Offering Circular**"), as supplemented by Supplement No. 1 dated 17 May 2023, Supplement No. 2 dated 13 July 2023, Supplement No. 3 dated 27 July 2023, Supplement No. 4 dated 17 August 2023 and Supplement No. 5 dated 21 September 2023 (the Original Offering Circular as so supplemented, the "**Offering Circular**"), prepared in connection with the Note, Warrant and Certificate Programme (the "**Programme**") of J.P. Morgan Structured Products B.V. ("**JPMSP**"), JPMorgan Chase Financial Company LLC ("**JPMCFC**"), JPMorgan Chase Bank, N.A. and JPMorgan Chase & Co.

### **Status of Supplement**

The Supplement is supplemental to, and shall be read in conjunction with, the Offering Circular. Unless otherwise defined in this Supplement, terms defined in the Offering Circular have the same meaning when used in this Supplement.

The Supplement has been approved by Euronext Dublin pursuant to the GEM Rules and by the Luxembourg Stock Exchange pursuant to the rules and regulations of the Luxembourg Stock Exchange for the Euro MTF Market.

The Supplement has been filed with SIX Exchange Regulation Ltd as the competent reviewing body (the "**Reviewing Body**") under the Swiss Financial Services Act ("**FinSA**") on 9 October 2023.

### **Responsibility**

Each of JPMSP, JPMCFC, JPMorgan Chase Bank, N.A. and JPMorgan Chase & Co. accepts responsibility for the information contained in this Supplement and to the best of the knowledge of JPMSP, JPMCFC, JPMorgan Chase Bank, N.A. and JPMorgan Chase & Co. (each having taken all reasonable care to ensure that such is the case), the information contained in this Supplement is in accordance with the facts and does not omit anything likely to affect the import of such information.

### **Purpose of Supplement**

The purpose of this Supplement is to amend and supplement the following sections in the Offering Circular entitled (i) "General Description of the Programme", (ii) "Limitations of the JPMorgan Chase & Co. Guarantee and Form of JPMorgan Chase & Co. Guarantee" and (iii) "General Information".

**I. Amendments to the section entitled General Description of the Programme**

The section entitled "General Description of the Programme" of the Original Offering Circular on page 167 at paragraph 6 entitled "Programme Limit" shall be deleted and replaced with the following:

**"6. Programme Limit (in respect of Notes only)**

**The aggregate nominal amount of Notes outstanding under the Programme (whether issued by JPMSP, JPMorgan Chase Bank, N.A. or JPMorgan Chase & Co.) will not at any time exceed U.S.\$50,000,000,000 (or the equivalent in other currencies). The aggregate nominal amount of Notes outstanding under the Programme (issued by JPMCFC) will not at any time exceed U.S.\$15,000,000,000 (or the equivalent in other currencies). There is no limit on the amount of Certificates or Warrants which may be outstanding under the Programme."**

## II. Amendments to the section entitled Limitations of the JPMorgan Chase & Co. Guarantee and Form of JPMorgan Chase & Co. Guarantee

The form of guarantee given by JPMorgan Chase & Co. in respect of Securities issued by JPMorgan Chase Financial Company LLC on pages 596-600 of the Original Offering Circular shall be deleted and replaced with the following:

### "JPMORGAN CHASE & CO. GUARANTEE

To: The Holders of all Securities issued by JPMorgan Chase Financial Company LLC under the Programme Documents (as defined below) on or after the date hereof

JPMorgan Chase Financial Company LLC, a limited liability company incorporated under the laws of the State of Delaware, U.S.A. (the "**Obligor**"), may from time to time issue Notes (up to a programme limit of U.S.\$15,000,000,000) and Certificates (each as defined in the Agency Agreement described below) in each case under the Structured Products Programme for the issuance of Notes, Warrants and Certificates (the "**Programme**" and such Notes and Certificates, the "**Securities**" and each a "**Security**") (each Holder (as defined in the Conditions) of Securities issued by the Obligor, a "**Beneficiary**" and together, the "**Beneficiaries**"), pursuant to (a) (i) (except in the case of Swiss Certificates (UBS-cleared)) an amended and restated agency agreement dated 20 April 2023, as amended by a supplemental agency agreement dated 9 October 2023 among the Obligor, the Guarantor, J.P. Morgan Structured Products B.V., JPMorgan Chase Bank, N.A., The Bank of New York Mellon, London Branch (the "**Principal Programme Agent**"), The Bank of New York Mellon S.A./N.V., Luxembourg Branch, J.P. Morgan Securities plc ("**JPMS plc**"), Skandinaviska Enskilda Banken AB (publ), BNP Paribas S.A. and Credit Suisse AG as may be amended and/or restated and/or replaced from time to time (the "**Agency Agreement**") and (ii) in the case of Swiss Certificates (UBS-cleared) only, the SPI Agreement between JPMS plc and UBS Switzerland AG (as described in "*Terms and Conditions of the Securities*"), with the benefit of (b) (to the extent such Securities are governed by English law and except in the case of Swiss Certificates (UBS-cleared)) a deed of covenant dated 20 April 2023 executed by the Obligor as may be amended and/or restated and/or replaced from time to time and (c) this guarantee (the "**Guarantee**"), under the Conditions (as defined in the Agency Agreement) and such Securities may be subscribed by Dealers in accordance with (d) an amended and restated programme agreement dated 20 April 2023 between, amongst others, the Obligor and JPMS plc as may be amended and/or restated and/or replaced from time to time (the foregoing, together, the "**Programme Documents**").

Now, therefore, for good value and consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

#### 1. Guarantee

JPMorgan Chase & Co. (the "**Guarantor**"), subject to the terms hereof, hereby irrevocably, fully and unconditionally guarantees, on an unsecured basis, the full and punctual payment (whether at the stated maturity or upon redemption or acceleration) of the principal of, interest on, and all other amounts payable in respect of any Security issued by the Obligor on or after the date hereof (subject as provided in clause 12 (*Deposit of Guarantee and Application*)) on the date such payment or performance is due in accordance with the Conditions applicable to such Security. Upon failure by the Obligor to pay punctually any such amount, the Guarantor shall forthwith on demand pay the amount not so paid at the same place and in the same manner that applies to payments made by the Obligor under the Conditions. This Guarantee is a guarantee of payment and not of collection.

#### 2. Guarantee Unconditional

The obligations of the Guarantor hereunder are unconditional and absolute and, without limiting the generality of the foregoing, will not be released, discharged or otherwise affected by:

- (a) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Obligor under the Conditions applicable to any Security, by operation of law or otherwise;
- (b) any modification or amendment of, or supplement to the Conditions applicable to any Security;

- (c) any change in the corporate existence, structure or ownership of the Obligor, or any insolvency, bankruptcy, reorganisation or other similar proceeding affecting the Obligor or its assets or any resulting release or discharge of any obligation of the Obligor contained in the Conditions applicable to any Security;
- (d) the existence of any claim, set-off or other rights that the Guarantor may have at any time against the Obligor or any other individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust, unincorporated organisation or government or any agency or political subdivision thereof (a "**Person**"), whether in connection with the Conditions applicable to any Security or any unrelated transactions, provided that nothing herein prevents the assertion of any such claim by separate suit or compulsory counterclaim;
- (e) any invalidity or unenforceability relating to or against the Obligor for any reason of the Conditions applicable to any Security, or any provision of applicable law or regulation purporting to prohibit the payment by the Obligor of the principal of, interest on or other amounts on any Security; or
- (f) subject to clause (b) of the proviso below, any other act or omission to act or delay of any kind by the Obligor or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of or defence to the Guarantor's obligations hereunder;

*provided, however, that:*

- (a) under no circumstances will the Guarantor be liable at any time or place to any Beneficiary under this Guarantee:
  - (i) for any amount of any payment that the Obligor is excused from making under the Conditions applicable to any Security, for so long as the Obligor shall be excused under such terms; or
  - (ii) for any amount in excess of the amount actually due and owing by the Obligor to such Beneficiary at such time and place, including but not limited to any set-off to which the Obligor would be entitled; and
- (b) in addition but not in limitation of (a) above, any defence or counterclaim of the Obligor (other than any resulting solely from, or available to the Guarantor solely on account of, the insolvency of the Obligor or the status of the Obligor as the debtor or subject of a bankruptcy or insolvency proceeding) shall also be available to the Guarantor to the same extent that such defence or counterclaim is available to the Obligor and may be asserted as a defence or counterclaim by the Guarantor, in each case whether or not asserted by the Obligor.

### 3. **Discharge; Reinstatement**

The Guarantor's obligations under this Guarantee will remain in full force and effect until the principal of, interest on and other amounts on the Securities have been paid in full. If at any time any payment of the principal of, interest on, or other amounts on any Security is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganisation of the Obligor or otherwise, the Guarantor's obligations hereunder with respect to such payment will be reinstated as though such payment had been due but not made at such time.

### 4. **Waiver by the Guarantor**

The Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against the Obligor or any other Person. The Guarantor hereby agrees that, in the event of a default in payment of the principal of, interest on, and all other amounts payable under any Security, whether at its stated maturity, by declaration of acceleration, call for redemption or otherwise, legal proceedings may be instituted by the Beneficiary of such Security, subject to the terms and conditions set forth in the Programme Documents, directly against the Guarantor to enforce this Guarantee without first proceeding against the Obligor.

**5. Subrogation**

Upon making any payment with respect to any obligation of the Obligor under this Guarantee, the Guarantor shall be subrogated to the rights of the payee against the Obligor with respect to such obligation, provided that the Guarantor may not enforce any right of subrogation with respect to such payment so long as any amount payable by the Obligor hereunder or under the Securities remains unpaid.

**6. No Set-off**

By acceptance of this Guarantee, each of the Beneficiaries hereby waives any right it or any of its affiliates may have now or in the future (and irrespective of any future agreements among the Guarantor, the Obligor, the Beneficiaries or any of their respective affiliates) to set-off, combine, consolidate, or otherwise appropriate and apply (i) any assets of the Guarantor or any of its affiliates at any time held by any of them or (ii) any indebtedness or other liabilities at any time owing by any of them to the Guarantor or any of its affiliates, as the case may be, on account of the obligations or liabilities owed by the Guarantor to such party under this Guarantee.

**7. Stay of Acceleration**

If acceleration of the time for payment of any amount payable by the Obligor under the Conditions applicable to the Securities is stayed upon the insolvency, bankruptcy or reorganisation of the Obligor, all such amounts otherwise subject to acceleration under the Conditions are nonetheless payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

**8. Savings Clause**

Notwithstanding anything to the contrary in this Guarantee, the Guarantor, and by its acceptance of Securities, each Beneficiary, hereby confirms that it is the intention of all such parties that the Guarantee not constitute a fraudulent conveyance under applicable fraudulent conveyance provisions of the United States Bankruptcy Code or any comparable provision of state law. To effectuate that intention, the Beneficiaries and the Guarantor hereby irrevocably agree that the obligations of the Guarantor under the Guarantee are limited to the maximum amount that would not render the Guarantor's obligations subject to avoidance under applicable fraudulent conveyance provisions of the United States Bankruptcy Code or any comparable provision of state law.

**9. Demand on Guarantor**

Any demand hereunder shall be given in writing, addressed to the Guarantor and served at its office at 4 Metrotech, Brooklyn, New York 11245, United States of America, Attn: Finance Controllers, Interentity Analysis Group - Peter W Smith, Fax: 917-746-2267. A demand so made shall be deemed to have been duly made five New York Business Days (as used herein, "**New York Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for business in New York) after the day it was served or if it was served on a day that was not a New York Business Day or after 5.30 p.m. (New York time) on any day, the demand shall be deemed to be duly made five New York Business Days after the New York Business Day immediately following such day.

**10. Execution and Delivery of Guarantee**

The execution by the Guarantor of this Guarantee evidences the Guarantee, whether or not the person signing as an officer of the Guarantor still holds that office at the time of authentication of any Security. The delivery of any Security by the Principal Programme Agent (as defined in the Agency Agreement) after authentication constitutes due delivery of the Guarantee on behalf of the Guarantor.

**11. Incorporation of Terms**

The Guarantor agrees that it shall comply with and be bound by those provisions contained in the Programme Documents which relate to it.

**12. Deposit of Guarantee and Application**

This Guarantee shall be deposited with and held by The Bank of New York Mellon for the benefit of the Beneficiaries.

- (a) Subject to (b) and (c) below, this Guarantee (i) applies in respect of each Security issued by the Obligor under the Programme on or after 9 October 2023 (the "**Effective Date**") and (ii) amends, supplants and replaces in its entirety, for all such Securities referred to in (i), the guarantee for the Programme deemed effective as of 20 April 2023 (the "**20 April 2023 Guarantee**"). For the avoidance of doubt, the 20 April 2023 Guarantee (and each guarantee of Securities by the Guarantor under the Programme preceding the 20 April 2023 Guarantee, as applicable) shall continue to apply to all Securities issued under the Programme before the Effective Date in accordance with their terms, as applicable.
- (b) Securities issued on or after the Effective Date which are expressed to be consolidated and form a single series with Securities the first tranche of which was issued prior to the Effective Date, shall not have the benefit of this Guarantee but shall instead have the benefit of the same guarantee of the Guarantor under the Programme granted in respect of such first tranche of Securities.
- (c) This Guarantee shall not apply in respect of any Securities issued on or after the date on which the Guarantor has granted a subsequent guarantee of Securities issued by the Obligor under the Programme and which subsequent guarantee is expressed to replace this Guarantee in relation to such Securities (unless expressly so provided in the terms of such subsequent guarantee, including in the circumstance of (b) above where such Securities are to be consolidated and form a single series with Securities the first tranche of which was issued on or after the Effective Date but before the date on which the Guarantor has granted a subsequent guarantee).

### 13. **Not Insured**

This Guarantee is not insured by the Federal Deposit Insurance Corporation of the United States of America.

### 14. **Governing Law**

This Guarantee and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

### 15. **QFC Stay Rules**

Notwithstanding herein to the contrary:

- (a) to the extent required under a U.S. Special Resolution Regime, this Guarantee and any interest or obligation in or under this Guarantee, or any property securing this Guarantee may be transferred to a transferee required under such U.S. Special Resolution Regime upon or following the Guarantor becoming subject to a receivership, insolvency, liquidation, resolution or similar proceeding unless the result of the transfer would result in a Beneficiary being the beneficiary of this Guarantee in violation of any law applicable to such Beneficiary;
- (b) in the event the Guarantor becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Guarantee (and any interest and obligation in or under, and any property securing, this Guarantee) from the Guarantor will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Guarantee (and any interest and obligation in or under, and any property securing, this Guarantee) were governed by the laws of the United States or a state of the United States;
- (c) in the event the Guarantor or an Affiliate of the Guarantor becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights with respect to this Guarantee that may be exercised against the Guarantor are permitted to be exercised to no greater extent than the Default Rights could be exercised under the U.S. Special Resolution Regime if this Guarantee were governed by the laws of the United States or a state of the United States; and
- (d) if, after the date of this Guarantee, both parties hereto shall have become adhering parties to the ISDA 2018 U.S. Resolution Stay Protocol, as published by the International Swaps and Derivatives Association, Inc. as of 31 July 2018 (the "**ISDA U.S. QFC Protocol**"), the terms of the ISDA U.S. QFC Protocol will supersede and replace this clause 15.

For purposes of this clause 15, the following terms have the following meanings:

**"Affiliate"** has the meaning given in section 2(k) of the Bank Holding Company Act (12 U.S.C. 1841(k)) and section 225.2(a) of the Board's Regulation Y (12 CFR 225.2(a)).

**"Default Right"** means any: (i) right of a party, whether contractual or otherwise (including, without limitation, rights incorporated by reference to any other contract, agreement, or document, and rights afforded by statute, civil code, regulation, and common law), to liquidate, terminate, cancel, rescind, or accelerate such agreement or transactions thereunder, set off or net amounts owing in respect thereto (except rights related to same day payment netting), exercise remedies in respect of collateral or other credit support or property related thereto (including the purchase and sale of property), demand payment or delivery thereunder or in respect thereof (other than a right or operation of a contractual provision arising solely from a change in the value of collateral or margin or a change in the amount of an economic exposure), suspend, delay, or defer payment or performance thereunder, or modify the obligations of a party thereunder, or any similar rights; and (ii) right or contractual provision that alters the amount of collateral or margin that must be provided with respect to an exposure thereunder, including by altering any initial amount, threshold amount, variation margin, minimum transfer amount, the margin value of collateral, or any similar amount, that entitles a party to demand the return of any collateral or margin transferred by it to the other party or a custodian or that modifies a transferee's right to reuse collateral or margin (if such right previously existed), or any similar rights, in each case, other than a right or operation of a contractual provision arising solely from a change in the value of collateral or margin or a change in the amount of an economic exposure.

**"U.S. Special Resolution Regime"** means the Federal Deposit Insurance Act (12 U.S.C. 1811–1835a) and regulations promulgated thereunder and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (12 U.S.C. 5381–5394) and regulations promulgated thereunder.

#### 16. **Jurisdiction**

The Guarantor agrees to the exclusive jurisdiction of courts located in the State of New York, United States of America, over any disputes arising under or relating to this Guarantee."

### III. Amendments to the section entitled General Information

- (i) The section entitled "General Information" of the Original Offering Circular on page 774 at paragraph 1 entitled "JPMCFC" shall be deleted and replaced with the following:

**"1. JPMCFC**

*Authorisations*

Issuances of Securities by JPMCFC were authorised by a meeting of the Board of Managers of JPMCFC dated 4 February 2016 which has appointed a borrowings committee of the Board of Managers of JPMCFC to authorise issuances of Securities at the time of such issuances. Accession to the Programme by JPMCFC was authorised by a resolution of the borrowings committee of the Board of Directors of JPMCFC dated 5 December 2017, the update of the Programme was authorised by a resolution of the borrowings committee of the Board of Directors dated 13 April 2023 and the increase to the Programme Limit in respect of Notes issued by JPMCFC only was authorised by a resolution of the borrowings committee of the Board of Directors dated 5 October 2023.

*Limited Liability Company Agreement of JPMCFC*

The Amended and Restated Limited Liability Company Agreement of JPMCFC is dated 31 May 2022 (as may be further amended, restated, supplemented and/or replaced from time to time)."

- (ii) The section entitled "General Information" of the Original Offering Circular on page 774 at paragraph 3 entitled "JPMorgan Chase Bank, N.A." shall be deleted and replaced with the following:

**"3. JPMorgan Chase Bank, N.A.**

*Authorisations*

The giving of the JPMorgan Chase Bank, N.A. Guarantee has been authorised pursuant to resolutions adopted by the Board of Directors of JPMorgan Chase Bank, N.A. The issuance of Securities by JPMorgan Chase Bank, N.A. under the Programme was authorised pursuant to resolutions of the Borrowings Committee of JPMorgan Chase Bank, N.A. dated 13 April 2023 and 5 October 2023.

*Articles of Association of JPMorgan Chase Bank, N.A.*

The Amended and Restated Articles of Association of JPMorgan Chase Bank, N.A. are dated 19 August 2016 (as may be further amended, restated, supplemented and/or replaced from time to time)."

- (iii) The section entitled "General Information" of the Original Offering Circular on pages 774-775 at paragraph 4 entitled "JPMorgan Chase & Co." shall be deleted and replaced with the following:

**"4. JPMorgan Chase & Co.**

*Authorisations*

The giving of the JPMorgan Chase & Co. Guarantee has been authorised pursuant to resolutions adopted by the Board of Directors of JPMorgan Chase & Co. The issuance of Securities by JPMorgan Chase & Co. under the Programme was authorised pursuant to resolutions of the Borrowings Committee of JPMorgan Chase & Co. dated 13 April 2023 and 5 October 2023.

*Certificate of Incorporation of JPMorgan Chase & Co.*

The Restated Certificate of Incorporation of JPMorgan Chase & Co. is dated 3 April 2006 (as may be further amended, restated, supplemented and/or replaced from time to time)."

**General**

This Supplement will be published on the Luxembourg Stock Exchange's website at *www.luxse.com*.

This Supplement will be available free of charge during normal business hours at the offices of Credit Suisse, attn. Documentation & Issuance Services, VZPD 5, P.O. Box, 8070 Zürich, Switzerland.

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***In respect of Danish Notes:***

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