

**SUPPLEMENT No. 3 DATED 25 JULY 2024 TO THE
OFFERING CIRCULAR 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 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 18 April 2024 (the "**Original Offering Circular**") as supplemented by Supplement No. 1 dated 16 May 2024 and Supplement No. 2 dated 4 June 2024 (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 25 July 2024.

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 (a) incorporate by reference into the Offering Circular the JPMorgan Chase & Co. 12 July 2024 Form 8-K (as defined below) (b) make certain amendments and changes to correct certain errors and omissions in the sections in the Offering Circular entitled (i) "Risk Factors" and (ii) "General Conditions".

Information being supplemented

I. Incorporation by reference

This Supplement incorporates by reference into the Offering Circular:

- (a) the Current Report on Form 8-K of JPMorgan Chase & Co. dated 12 July 2024 containing the earnings press release of JPMorgan Chase & Co. for the quarter ended 30 June 2024, as filed with the United States Securities and Exchange Commission (the "**JPMorgan Chase & Co. 12 July 2024 Form 8-K**").

Information incorporated by reference		Page Number
<i>From the JPMorgan Chase & Co. 12 July 2024 Form 8-K*</i>		
Item 2.02	Results of Operations and Financial Condition	Page 2
Item 9.01	Financial Statements and Exhibits	Page 2
Exhibit 99.1	JPMorgan Chase & Co. Earnings Release – Second Quarter 2024 Results	Pages 4 to 11
Exhibit 99.2	JPMorgan Chase & Co. Earnings Release Financial Supplement – Second Quarter 2024	Pages 12 to 43

* The page numbers set out above are references to the PDF pages included in the JPMorgan Chase & Co. 12 July 2024 Form 8-K.

II. Amendments to the section entitled Risk Factors

Risk Factor 5.12 (*There are risks in relation to Securities to be settled by way of physical delivery*) on page 101 of the Original Offering Circular shall be deleted and replaced with the following:

"In order to receive the Reference Asset Amount in respect of a Security settled by way of Physical Settlement, you may be required to deliver or send or arrange to deliver or send on your behalf to the Relevant Clearing System or to any Paying Agent (as applicable) a duly completed Reference Asset Transfer Notice on or prior to the relevant time on the Physical Settlement Cut-off Date and pay the relevant Delivery Expenses. If you fail to (a) make the relevant representations which are set out in the Reference Asset Transfer Notice in respect of the delivery of shares of a company (as described in "*Purchaser representations and requirements and transfer restrictions*" - "*Representations relating to Securities that may be settled by Physical Settlement of Shares*" below) or (b) make the required certification of non-U.S. beneficial ownership, the Issuer may pay what the Calculation Agent determines to be the fair market value of the Reference Assets instead of delivering the Reference Asset Amount."

III. Amendments to the section entitled General Conditions

- (a) General Condition 14.1 (*Physical Settlement in respect of Securities*) on page 308 of the Original Offering Circular shall be deleted and replaced with the following:

"If the relevant Pricing Supplement specifies "Physical Settlement" to be applicable (and, in respect of the requirements relating to a Reference Asset Transfer Notice only, specifies "Reference Asset Transfer Notice" to be applicable), in order to obtain delivery of the Reference Asset Amount(s) in respect of the Securities, the relevant Holder must deliver, not later than the close of business in each place of receipt on the relevant Physical Settlement Cut-off Date, (i) if the Securities are represented by a Global Security, a positive confirmation to the Relevant Clearing System that it makes all of the required certifications, representations, undertakings and authorisations, together with the provision of the required specifications, in the Reference Asset Transfer Notice (any such confirmation will be made in electronic form or in such other manner as is acceptable to the Relevant Clearing System), or

(ii) if the Securities are in definitive form, a duly completed Reference Asset Transfer Notice to any Paying Agent, in each case with a copy to each of the Issuer, the Relevant Programme Agent and the Delivery Agent. The foregoing requirement shall not apply to Swiss Securities, to German Securities or to French Bearer Securities save, in the case of German Securities, where "Reference Asset Transfer Notice" is specified to be applicable in the relevant Pricing Supplement.

In respect of French Bearer Securities, if the relevant Pricing Supplement specifies "Physical Settlement" to be applicable, in order to obtain delivery of the Reference Asset Amount(s) in respect of such French Bearer Securities, the relevant Holder must arrange for the Euroclear France Account Holder through which its French Bearer Securities are held to (i) deliver, not later than the close of business in each place of receipt on the relevant Physical Settlement Cut-off Date, a duly completed Reference Asset Transfer Notice to the French Programme Agent, with a copy to each of the Issuer and the Delivery Agent and (ii) simultaneously transfer the relevant French Bearer Securities to the Euroclear France account of the French Programme Agent.

A Reference Asset Transfer Notice (or, where the Securities are represented by a Global Security, the required certifications, representations, undertakings and authorisations, together with the provision of the required specifications, in the Reference Asset Transfer Notice) may only be delivered (i) if the Securities are represented by a Global Security, in electronic form or in such other manner as is acceptable to the Relevant Clearing System, (ii) if the Securities are in definitive form, in writing or in such other manner as is acceptable to the Relevant Programme Agent or (iii) in case of French Bearer Securities, in such other manner as is acceptable to the Euroclear France.

The delivery of the Reference Asset Amount(s) shall be made (i) if practicable and in respect of Securities represented by a Global Security, to the Relevant Clearing System for the credit of the account of the Holder (or, in the case of German Securities or Swiss Securities, the relevant account holder in the Relevant Clearing System), (ii) in the manner specified in the relevant Pricing Supplement or (iii) in such other commercially reasonable manner as the Issuer shall determine to be appropriate for such delivery and shall notify to the Holders in accordance with General Condition 27 (*Notices*).

No delivery and/or transfer of any Reference Asset Amount(s) shall be made until all Delivery Expenses arising from the delivery and/or transfer of any Reference Asset Amount(s) have been paid to the satisfaction of the relevant Issuer by the relevant Holder."

- (b) General Condition 14.2(a) (*Verification of details in a Reference Asset Transfer Notice*) on page 309 of the Original Offering Circular shall be deleted and replaced with the following:

"Upon receipt of a Reference Asset Transfer Notice, in the case of (i) Securities represented by a Global Security, the Relevant Clearing System or (ii) Securities in definitive form, the Relevant Programme Agent, shall verify that the person specified therein as the Holder is the holder of the specified principal amount of Notes or, as the case may be, number of Warrants or Certificates according to its books.

In respect of French Bearer Securities and upon receipt of a Reference Asset Transfer Notice and the relevant French Bearer Securities in its Euroclear France account, the French Programme Agent will inform the Issuer and any Delivery Agent thereof."

- (c) General Condition 14.2(b) (*No Withdrawal of Reference Asset Transfer Notice*) on page 309 of the Original Offering Circular shall be deleted and replaced with the following:

"No Reference Asset Transfer Notice may be withdrawn after (i) in the case of Global Securities, receipt thereof by the Relevant Clearing System, (ii) in the case of Securities in definitive form, receipt thereof by the Relevant Programme Agent or (iii) in case of French Bearer Securities, receipt thereof by the French Programme Agent.

In case of Securities represented by a Global Security or Securities in definitive form, after delivery of a Reference Asset Transfer Notice, the relevant Holder may not transfer the Securities which are the subject of such notice."

- (d) General Condition 14.2(c) (*Failure to properly complete a Reference Asset Transfer Notice*) on page 309 of the Original Offering Circular shall be deleted and replaced with the following:

"Failure to properly complete and deliver a Reference Asset Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in these General Conditions shall be made (i) in the case of Securities represented by a Global Security, by the Relevant Clearing System, after consultation with the Relevant Programme Agent, and shall be conclusive and binding on the Issuer and the relevant Holder, (ii) in the case of Securities in definitive form, by the Relevant Programme Agent and (iii) in case of French Bearer Securities, by the French Programme Agent, and shall be conclusive and binding on the Issuer and the relevant Holder. The relevant Issuer may determine whether to waive the requirement to deliver a properly completed Reference Asset Transfer Notice prior to the Physical Settlement Cut-off Date in order for such Holder to receive the Interest Amount, Coupon Amount, Final Redemption Amount, Redemption Amount or Settlement Amount, as applicable, by obtaining delivery of the Reference Asset Amount in respect of such Securities and shall give notice of such waiver to the Relevant Clearing System (if applicable), and to each of the Paying Agents, the Relevant Programme Agent, the Calculation Agent and the Delivery Agent."

- (e) General Condition 14.4 (*Dividends or other distributions*) on page 310 of the Original Offering Circular shall be deleted and replaced with the following:

"Where the Reference Asset Amount comprises Shares, any dividend or other distribution in respect of such Reference Asset Amount will be payable to the party that would receive such dividend or other distribution according to market practice for a sale of the Share executed on the Interest Payment Date, Coupon Payment Date, Settlement Date or the Maturity Date, as the case may be, and to be delivered in the same manner as the Reference Asset Amount. Any such dividend or other distribution to be paid to a Holder shall be paid to the account specified in the relevant Reference Asset Transfer Notice or, in the case of Swiss Securities, French Bearer Securities or German Securities (in respect of German Securities, unless a Reference Asset Transfer Notice is specified to be applicable in the relevant Pricing Supplement), to the Relevant Clearing System for the credit of the account of the relevant accountholder in the Relevant Clearing System."

- (f) General Condition 14.6(d) (*Disruption Cash Settlement Price*) on page 311 of the Original Offering Circular shall be deleted and replaced with the following:

"For so long as delivery of the Reference Asset Amount is not practicable by reason of a Settlement Disruption Event pursuant to the terms of this General Condition 14.6, then notwithstanding that Physical Settlement is specified to be applicable in the relevant Pricing Supplement, or any other provision of the General Conditions, the Issuer or (if applicable) the Guarantor may elect to satisfy its obligations in respect of the relevant Security by payment to the relevant Holder of the Disruption Cash Settlement Price not later than on the third Clearing System Business Day following the date that the notice of such election is given to the Holders in accordance with General Condition 27 (*Notices*) (provided that the obligation to make any such payment, including the date on which such payment is made and whether such payment is made, shall be subject to the provisions of General Condition 13 (*Payment Disruption*)). Payment of the relevant Disruption Cash Settlement Price will be made (i) in such manner as shall be notified to the Holders in accordance with General Condition 27 (*Notices*) or (ii) in respect of Securities which are represented by a Global Security, French Bearer Securities or Swiss Securities issued in uncertificated form and if practicable, to the Relevant Clearing System for the credit of the account of the relevant accountholder in the Relevant Clearing System."

- (g) The definition of "Reference Asset Transfer Notice" under General Condition 32.1 (*Definitions*) on page 372 of the Original Offering Circular shall be deleted and replaced with the following:

""**Reference Asset Transfer Notice**" means a notice, (i) substantially in the form set out in the Agency Agreement (and which may be obtained during normal business hours from the specified office of the Relevant Programme Agent) or (ii) in respect of French Bearer Securities, as specified in the relevant Pricing Supplement, which shall:

- (a) specify the name and address of the relevant Holder, any account details required for delivery and the person from whom the Issuer may obtain details for the delivery of the Reference Asset

Amount if such delivery is to be made otherwise than in the manner specified in the General Conditions;

- (b) contain a Non-U.S. Certification or, in the case of Rule 144A Securities or Regulation S/Rule 144A Securities, contain an Eligible Investor Certification;
- (c) in the case of Securities represented by a Global Security, specify the nominal amount of Securities which are the subject of such notice and the number of the Holder's account at the Relevant Clearing System (if applicable), to be debited with such Securities and irrevocably instruct and authorise any Relevant Clearing System (if applicable), to debit the relevant Holder's account with such Securities on the relevant Interest Payment Date(s), Coupon Payment Date(s) and/or the Settlement Date, the Redemption Date or the Maturity Date, as the case may be;
- (d) include an undertaking to pay all Delivery Expenses and, in the case of Securities represented by a Global Security, an authority to debit a specified account of the Holder at the Relevant Clearing System (if applicable), in respect thereof and to pay such Delivery Expenses;
- (e) authorise the production of such notice in any applicable administrative or legal proceedings;
- (f) in the case of Securities that may be settled by way of Physical Settlement of underlying shares of a company, contain an Equity Certification which includes certain representations with respect to such shares; and
- (g) in respect of French Bearer Securities, confirm the irrevocable instruction given to the Euroclear France Account Holder through which the relevant French Bearer Securities are held to immediately transfer such French Bearer Securities to the Euroclear France account of the French Programme Agent."

General

To the extent that there is any inconsistency between (a) any statement in this Supplement or any statement incorporated by reference into the Offering Circular by this Supplement and (b) any other statement in or incorporated by reference into the Offering Circular, 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), 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) and the office of the Irish Listing Agent (Matheson, 70 Sir John Rogerson's Quay, Dublin 2, Ireland).

This Supplement and the document incorporated by reference into and contained in it will be available free of charge during normal business hours at the offices of UBS AG, attn. Documentation & Issuance Services, VTPD 5, P.O. Box, 8070 Zürich, Switzerland.

By virtue of this Supplement, the document incorporated by reference and contained in this Supplement form a part of the Offering Circular.