

**SUPPLEMENT No. 3 DATED 25 JULY 2024 TO THE BASE
PROSPECTUS DATED 18 APRIL 2024**

J.P.Morgan

J.P. Morgan Structured Products B.V.
(incorporated with limited liability in The Netherlands)

as Issuer

JPMorgan Chase Financial Company LLC
(incorporated with limited liability in the State of Delaware, United States of America)

as Issuer

JPMorgan Chase Bank, N.A.
(a national banking association organised under the laws of the United States of America)

as Issuer and as Guarantor in respect of Securities
issued by
J.P. Morgan Structured Products B.V.

JPMorgan Chase & Co.
(incorporated in the State of Delaware, United States of America)

as Issuer and as Guarantor in respect of Securities
issued by
JPMorgan Chase Financial Company LLC

Structured Securities Programme for the issuance

of

Notes, Warrants and Certificates

Arranger and Dealer for the Programme

J.P. Morgan

Supplement to the Base Prospectus

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

Purpose of Supplement

The purpose of this Supplement is to:

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

Right to withdraw acceptances

In accordance with Article 23(2) of the Prospectus Regulation, investors in the European Economic Area who have already agreed to purchase or subscribe for Securities issued under the Base Prospectus before this Supplement is published and where the Securities have not yet been delivered to them at the time when the significant new factor, material mistake or material inaccuracy to which this Supplement relates arose or was noted have the right, exercisable within two working days after the publication of this Supplement, to withdraw their acceptances. This right is exercisable up to, and including 29 July 2024. Investors may contact the relevant Authorised Offeror(s) (as set out in the Final Terms of the relevant Securities) should they wish to exercise such right of withdrawal.

Status of Supplement

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

Responsibility

In relation to the JPMSP Base Prospectus and the JPMorgan Chase Bank, N.A. Base Prospectus, JPMorgan Chase Bank, N.A. accepts responsibility for the information given in this Supplement and confirms that, to the best of its knowledge, the information contained in this Supplement is in accordance

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

Information being supplemented

I. Incorporation by reference

This Supplement incorporates by reference into the Base Prospectus:

- (a) the Current Report on Form 8-K of JPMorgan Chase & Co. dated 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**") (available at <https://dl.luxse.com/dlp/107aa0d03d523a4d4fb0a69eda5fb5c2d2>).

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

Information incorporated by reference	Page Number
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From the JPMorgan Chase & Co. 12 July 2024 Form 8-K*

Item	Results of Operations and Financial Condition	Page 2
2.02		
Item	Financial Statements and Exhibits	Page 2
9.01		
Exhibit	JPMorgan Chase & Co. Earnings Release – Second Quarter 2024	Pages 4 to 11
99.1	Results	
Exhibit	JPMorgan Chase & Co. Earnings Release Financial Supplement –	Pages 12 to 43
99.2	Second Quarter 2024	

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

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

II. Amendments to the section entitled Risk Factors

Risk Factor 5.7(a) (*You may be required to complete a notice and make certain representations, or else you may receive cash instead of physical delivery*) on pages 31 to 32 of the Original Base Prospectus 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 201 of the Original Base Prospectus shall be deleted and replaced with the following:

"If the relevant Issue Terms specify "Physical Settlement" to be applicable (and, in respect of the requirements relating to a Reference Asset Transfer Notices 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 Issue Terms.

In respect of French Bearer Securities, if the relevant Issue Terms 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 the 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) or (ii) 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 26 (*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 202 of the Original Base Prospectus 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 202 of the Original Base Prospectus 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 the case of French Bearer Securities, receipt thereof by the French Programme Agent.

In the 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 202 of the Original Base Prospectus 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 the 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, in its discretion, 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 203 of the Original Base Prospectus 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 Issue Terms), to the Relevant Clearing System for the credit of the account of the relevant accountholder in the Relevant Clearing System."

- (f) General Condition 14.5 (c) (*Disruption Cash Settlement Price*) on pages 203 to 204 of the Original Base Prospectus 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 14.5, then notwithstanding that Physical Settlement is specified to be applicable in the relevant Issue Terms, or any other provision of the Payout Conditions or the General Conditions, the Issuer or (if applicable) the Guarantor may elect in its discretion 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 26 (*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 26 (*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 31.1 (*Definitions*) on page 261 of the Original Base Prospectus 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, in the form as agreed with the Agents, 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 and relevant Payout Conditions;
- (b) contain a Non-U.S. 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 Base Prospectus by this Supplement and (b) any other statement in or incorporated by reference into the Base Prospectus, the statements in (a) above will prevail.

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

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