UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

J.P. MORGAN SECURITIES LLC,	)	
	)	**CIVIL ACTION NO.** 1:26-cv-08322
Plaintiff,	)	
	)	
-against-	)	
	)	
ALAN C. FEUTZ,	)	
	)	
Defendant.	)	

COMPLAINT
(INJUNCTIVE RELIEF SOUGHT)

Plaintiff J.P. Morgan Securities LLC ("JPMorgan" or "Plaintiff"), files this Complaint and Application for Temporary Restraining Order and Injunctive Relief against defendant Alan C. Feutz ("Feutz" or "Defendant").

Preliminary Statement

1. This action is for a temporary restraining order and a preliminary injunction to maintain the status quo pending resolution of an arbitration proceeding between JPMorgan and Defendant that concurrently is being filed with FINRA Dispute Resolution.[1]

2. This dispute arises out of Feutz's voluntary resignation from JPMorgan on June 18, 2026, and the immediate commencement of his affiliation with LPL Financial LLC ("LPL"), a competitor of JPMorgan. According to its website, LPL is the nation's largest independent broker-dealer, with brokerage and advisory assets of $2.3 trillion and more than

[1] The Financial Industry Regulatory Authority ("FINRA") was created in July 2007 through the consolidation of the National Association of Securities Dealers, Inc. and the member regulation, enforcement and arbitration functions of the New York Stock Exchange. JPMorgan has the express right to seek temporary injunctive relief before a court of competent jurisdiction pending the outcome of arbitration before a full panel of duly-appointed arbitrators pursuant to Rule 13804 of the FINRA Code of Arbitration Procedure for Industry Disputes. A true and correct copy of Rule 13804 is annexed to the accompanying Declaration of Leonard Weintraub, which is attached as Exhibit 2, at Exhibit A thereto).

32,000 financial advisors, as of March 2026. At the time of the resignation of his employment, Feutz worked as a Select Private Client Advisor in a bank branch office of JPMorgan Chase Bank, N.A. ("JPMorgan Chase"), an affiliate of JPMorgan, in Arlington Heights, Illinois.

3. JPMorgan has learned that since resigning from JPMorgan and joining LPL, Feutz has solicited numerous JPMorgan clients to move their accounts from JPMorgan to him at LPL. JPMorgan has learned that Feutz is calling JPMorgan clients, often on the clients' personal cell phone, seeking to induce such clients to transfer their accounts from JPMorgan to him at his new firm. The clients have informed JPMorgan that Feutz's communications have been more than simply announcing his change of employment; he is actively seeking to induce the clients to do business with him at LPL.

4. One client informed JPMorgan that Feutz told him that his new form has a lot more investment choices than JPMorgan that he can access.

5. Another client informed JPMorgan that Feutz told him that his new firm has a lot more investment choices than JPMorgan.

6. Another client informed JPMorgan that Feutz told him that he was excited to share with the client about his new firm, emailed him a bunch of information about the new firm, and was looking forward to speaking with him about his new firm.

7. Another client informed JPMorgan that Feutz called her and told her that she could still work with him, and her fees would stay the same if she moved her accounts to him.

8. Another client informed JPMorgan that Feutz called her and left a voice message for her that he had an opportunity he wanted to discuss with her.

9. Another client informed JPMorgan that Feutz emailed him looking to get together.

10. Another client informed JPMorgan that he decided to move his accounts to Feutz because he has access to extended products at his new firm.

11. Another client informed JPMorgan that Feutz was soliciting his business but said he was not sure whether he and his wife would go with him.

12. Another client informed JPMorgan that Feutz reached out to him and tried to set up a meeting with the client, but the client informed him he was not interested, and intended to stay with JPMorgan.

13. In addition, on information and belief, Feutz took with him to LPL JPMorgan's confidential client information, including client contact information, such as cell phone numbers, which, on information and belief, are generally not publicly available, without which he would have been unable to call and solicit JPMorgan clients so quickly after he resigned from JPMorgan.

14. Feutz also brought with him to LPL a JPMorgan Private Client Investment Advisor (Adrian Little), who worked exclusively with him at JPMorgan, and resigned from JPMorgan the same day.

15. Unfortunately, it appears that Feutz's improper solicitation efforts have proved successful, as approximately 23 JPMorgan households, with assets totaling approximately $146 million, already have transferred their accounts to Feutz at LPL.

16. At the time he left JPMorgan, Feutz serviced approximately 351 JPMorgan households with approximately $692 million in total assets under supervision, the vast majority of which were either pre-existing JPMorgan clients at the time they were assigned to

Feutz, or were developed by him at JPMorgan with JPMorgan's assistance. Feutz now seeks to improperly induce such JPMorgan clients to follow him to his new firm.

17. Defendant's conduct constitutes a breach of his agreements with JPMorgan (which contain non-solicitation and confidentiality provisions) and a violation of his common-law obligations to JPMorgan.

18. To prevent continued irreparable harm arising from Defendant's course of misconduct, JPMorgan seeks immediate injunctive relief (in the form of a temporary restraining order and a preliminary injunction) barring Defendant from soliciting JPMorgan's clients, and barring him from further using JPMorgan's confidential and proprietary business and client information, pending resolution of JPMorgan's claims against him in a related arbitration that JPMorgan is in the process of commencing.

Jurisdiction and Venue

19. The Court has jurisdiction in this action pursuant to 28 U.S.C. § 1332(a) in that JPMorgan, on the one hand, and Defendant, on the other hand, are citizens of different states, and the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs.

20. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(a), in that a substantial part of the events giving rise to the claims occurred in Cook County and Lake County, Illinois.

The Parties

21. Plaintiff JPMorgan is a Delaware limited liability company and a national broker-dealer, with its principal place of business in New York City, New York. The sole member of JPMorgan is J.P. Morgan Broker-Dealer Holdings Inc., which is a Delaware

corporation with its principal place of business in New York, New York. JPMorgan is a member firm of FINRA.

22. JPMorgan provides traditional investment, services in Illinois through its Chase Wealth Management branch offices. Unlike traditional brokerage firms (where clients are serviced almost exclusively by one financial advisor), JPMorgan's Chase Wealth Management adopts a team approach to service a wide variety of JPMorgan clients' investment needs.

23. Defendant is an individual who at all times relevant herein was employed and/or conducted business in Illinois and was and is a citizen of Illinois. Defendant worked for JPMorgan in an office in Arlington Heights, Illinois, and is currently a registered representative associated with LPL in its Deerfield, Illinois office. Defendant maintains securities licenses through FINRA.

24. In connection his status as a registered representative of JPMorgan, Defendant executed a Form U-4 Uniform Applications for Securities Industry Registration or Transfer. By executing the Form U-4, Defendant agreed to submit to arbitration before FINRA disputes, claims and controversies arising between himself and JPMorgan.

Factual Allegations

25. Feutz commenced employment as a Financial Advisor with Chase Investment Services Corp. ("Chase Investment"), then a registered broker-dealer, which was a subsidiary of JPMorgan Chase and an affiliate of JPMorgan, in Chicago, Illinois.

26. In December 2005, in connection with the commencement of his employment, Feutz entered into a Chase Investment Services Corp. Supervision, Arbitration, Confidentiality and Non-Solicitation Agreement, dated December 5, 2005 (the "2005 Feutz Non-Solicitation Agreement"), which contains provisions prohibiting him from soliciting the firm's

clients and employees for a one year period after the end of his employment and requiring him to maintain the confidentiality of the firm's confidential and proprietary business and client information. (See Declaration of Laura A. Driver (the "Driver Declaration"), attached as Exhibit 1, at Exhibit A thereto). Effective October 1, 2012, Chase Investment merged with and into JPMorgan, with JPMorgan being the surviving legal entity.

27. In February 2011 Feutz was promoted to a Senior Financial Advisor Associate, and in September 2011, he again was promoted to a Private Client Advisor, a position he remained until April 2021, when he became a Select Private Client Advisor. In May 2023, Feutz was given the additional title of Managing Director, one of the most senior corporate titles at the firm.

28. In connection with being promoted to a Private Client Advisor, Feutz entered into a Chase Private Client Supervision, Arbitration, Confidentiality and Non-Solicitation Agreement with JPMorgan, dated August 9, 2011 (the "2011 Non-Solicitation Agreement"), which contains provisions prohibiting him from soliciting the firm's clients for a one-year period after the end of his employment and requiring him to maintain the confidentiality of the firm's confidential and proprietary business and client information. (See Driver Declaration, attached as Exhibit 1, at Exhibit B thereto).

29. As a Financial Advisor and a Private Client Advisor, JPMorgan Chase referred its bank clients to Feutz in order for him to build JPMorgan's relationship with such clients. Feutz sat at his desk at JPMorgan Chase bank branches and was introduced to hundreds of existing bank clients (with or without investment accounts) to offer and provide access to investment opportunities through Chase Wealth Management. As a Financial Advisor and a

Private Client Advisor, Feutz was not expected to engage in cold calling or attempt to build a client base independent of referrals from JPMorgan.

30. As noted above, in April 2021, Feutz became a Select Private Client Advisor in JPMorgan's Select Advisor Group, working out of JPMorgan's office in Arlington Heights, Illinois. JPMorgan's Select Advisor Group is a prestigious and select group rewarding JPMorgan's most senior, high producing Private Client Advisors. Select Private Client Advisors' primary focus is to grow and maintain an existing book of business developed from the referrals from JPMorgan. JPMorgan Advisors chosen for the Select Advisor Group are rewarded with access to additional JPMorgan services and an increased compensation payout. Feutz remained a Select Private Client Advisor from April 2021 until his resignation on June 18, 2026.

31. Feutz had limited industry experience before joining JPMorgan Chase in 2005. When he was presented with the 2011 Non-Solicitation Agreement, Feutz was permitted to identify all client relationships that he had established prior to joining JPMorgan, and those pre-existing relationships would be carved out from the non-solicitation restriction in the Non-Solicitation Agreement. The "Attachment A" to the 2011 Non-Solicitation Agreement – the space specifically designated for listing any pre-existing relationships – is blank (meaning Feutz identified no pre-existing client relationships). Thus, Feutz brought few, if any, clients with him to JPMorgan when he joined JPMorgan in 2005.

32. The vast majority of the clients Feutz serviced at JPMorgan were pre-existing JPMorgan clients who were reassigned to Feutz, were long-term Chase Bank clients who were referred to Feutz or were developed by JPMorgan at the time they were assigned to Feutz. Prior to Feutz joining JPMorgan in 2005, close to half of the clients serviced by Feutz at

JPMorgan already were clients of JPMorgan or its affiliates/predecessors, and approximately 13% already had investment accounts with JPMorgan, with a handful dating back 50 years or more. Thus, JPMorgan has a near-permanent relationship with the vast majority of the clients that JPMorgan assigned to Feutz and whom he is now soliciting.

33. JPMorgan has invested substantial time and money, totaling millions of dollars, to acquire, develop and maintain its clients over many years. It is with great difficulty, and only after a great expenditure of time, money and effort, that JPMorgan was able to acquire its existing clients. JPMorgan spends substantial resources in gaining knowledge about its clients and protecting the privacy of such information. It typically takes many years of dealing with clients for JPMorgan to become their primary investing firm. JPMorgan clients typically remain with and continue to be serviced by the firm, regardless of whether the Select Private Client Advisor or other team members resign or leave JPMorgan. But for his employment with JPMorgan, Feutz would not have had any contact with the vast majority of the clients the firm assigned to him and whom he is now soliciting.

34. As part of his official duties at JPMorgan, Feutz had access to extensive confidential financial records and information about JPMorgan's clients, including information about each client's investment and trust and estates needs. As explained in further detail below, such information – which is not publicly available, and cannot be easily duplicated – is proprietary and valuable, and would be especially useful to a competitor such as LPL.

Defendant's Employment Agreements and Obligations to JPMorgan

35. As noted above, Defendant entered into agreements with JPMorgan that contain provisions prohibiting him from soliciting JPMorgan clients for a period of one year after his JPMorgan employment ends and from using or retaining JPMorgan confidential information.

36. Section 7(a) of the 2011 Non-Solicitation Agreement (Driver Declaration, attached as Exhibit 1, at Exhibit B thereto), entitled "Confidential Information," provides, in relevant part, that:

> *You understand that, by entering into this Agreement, by virtue of your position with JPMC and by the nature of JPMC's businesses, you have had access to, currently have access to, will have access to and will consistently and routinely be given trade secrets and confidential information related to JPMC's business. Confidential information concerning JPMC's business includes information about JPMC, as well as described further in the Code of Conduct and subparagraphs (b) and (c) below (the "Confidential Information"). You also understand that you will be provided with specialized training and mentoring that is unique and proprietary, which draws upon, relies upon and is part of the Confidential Information described herein.*

37. Section 7(b) of the 2011 Non-Solicitation Agreement provides that Confidential Information includes but is not limited to:

> i. *names, addresses and telephone numbers of customers and prospective customers;*
>
> *ii. account information, financial standing, investment holdings and other personal financial data compiled by and/or provided to or by JPMC;*
>
> *iii. specific customer financial needs and requirements with respect to investments, financial position and standing; leads, referrals and references to customers and/or prospects, financial portfolio, financial account information, investment preferences and similar information, whether developed, provided, compiled, used or acquired by JPMC and/or yourself in connection with your employment at JPMC*;
>
> * * *
>
> *vi. all records and documents concerning the business and affairs of JPMC (including copies and originals and any graphic formats or electronic media);*
>
> * * *
>
> *viii. information concerning established business relationships;*
>
> *ix. "trade secrets" as that term is defined by the Uniform Trade Secrets Act (UTSA), which term shall be deemed to include each item of Confidential Information specifically described in this Section.*

38. In Section 7(c) of the 2011 Non-Solicitation Agreement, Defendant again expressly acknowledged that JPMorgan's customer account information contains confidential financial information, names, addresses, customers' net worth, investment objectives and similar information which is confidential, not readily known by competitors, and must be safeguarded.

39. In Sections 7(d) and 7(e) of the 2011 Non-Solicitation Agreement, Defendant agreed to maintain the confidentiality of JPMorgan's Confidential Information, not to disclose such Confidential Information to or use for the benefit of any third party, and to return all JPMorgan Confidential Information upon the termination of his employment.

40. In Section 8 of the 2011 Non-Solicitation Agreement, Defendant agreed not to solicit JPMorgan's clients for a period of twelve months after the termination of his employment:

> *a. You understand and acknowledge that JPMC considers its client and customer relationships important and valuable assets. Accordingly, in consideration of and as a condition of your employment, continued employment, access to trade secrets and Confidential Information, specialized training and mentoring, and other consideration provided herein,* ***you understand and agree for a period of twelve (12) months after your employment with JPMC terminates for any reason that you may not on your own behalf or that of any other persons or entities, directly or indirectly solicit or attempt to solicit, induce to leave or divert or attempt to induce to leave, initiate contact with or divert from doing business with JPMC, any then current customers, clients, or other persons or entities that were serviced by you or whose names became known to you by virtue of your employment with JPMC, or otherwise interfere with the relationship between JPMC and such customers, clients, or other persons or entities.***
>
> *b. You understand and agree that JPMC has developed and uses a unique business model for the offering of investment and bank products and services, including the Chase Private Client and Chase Wealth Management platforms. Specifically, you acknowledge and understand that the vast majority of customers with whom you will be working with at JPMC have pre-existing investment relationships with CISC and/or pre-existing and separate banking relationships with*

> *JPMorgan Chase Bank, N.A. Additionally, you will be working with other JPMC employees to develop and strengthen these relationships on behalf of JPMC. The customer relationships developed at JPMC and given to you by JPMC flow directly from the goodwill, reputation, name recognition, Confidential Information, specialized training, mentoring and expenditures made by JPMC. This platform and relationship model developed by JPMC is special and unique to JPMC, providing you and JPMC with a unique opportunity to service and interact with clients and customers in ways not known or available to competitors.*
>
> *c. This section does not apply to customer relationships you established prior to commencing employment with JPMC, provided that you are able to substantiate through documents or other suitable evidence that the relationship preceded commencement of your employment with the JPMC, and any such customers are listed on Attachment A signed by your manager.*

41. In Section 10(a) of the 2011 Non-Solicitation Agreement, Defendant agreed that the above-referenced provisions are reasonable, and that he voluntarily entered into the agreement after having had an opportunity to review it with counsel:

> *i. You acknowledge that you have carefully considered the nature and extent of the restrictions upon you and the rights and remedies conferred upon JPMC under Sections 7, 8, and 9 of this Agreement, and have had the opportunity to retain legal counsel at your own expense to review this Agreement. You acknowledge that these restrictions are reasonable in time and geographic scope, are fully required to protect the legitimate interests of JPMC and its customers and do not confer a benefit upon JPMC which is disproportionate to any detriment to you.*
>
> *ii. You acknowledge that the terms and conditions of Sections 7, 8 and 9 of this Agreement incorporate and/or supplement the terms and conditions of your employment at JPMC and are reasonable and necessary to protect the valued business interests of JPMC and that you have received good and valuable consideration for entering into this Agreement.*
>
> *iii. You acknowledge that you were made aware of this Agreement at the time you accepted employment with JPMC or at the time you were afforded the opportunity of receiving compensation associated with*

> *non-deposit investment products, and that you are signing it knowingly and voluntarily and are accepting or continuing employment with full understanding of its terms and conditions. You further acknowledge the reasonableness and enforceability of the terms of this Agreement, and you will not challenge the enforceability or terms of this Agreement.*

42. In addition, in Section 10(b) of the 2011 Non-Solicitation Agreement, Defendant acknowledged that any breach of the provisions set forth above will cause irreparable harm to JPMorgan entitling it to seek immediate injunctive relief and to recover its attorneys' fees in connection with instituting any legal proceeding and/or arbitration to enforce the agreement.

43. In consideration for entering into and continuing his employment relationship and executing the agreements, Feutz was provided with significant benefits, including substantial compensation, office and support facilities, securities registration, research, and health insurance.

<u>JPMorgan's Relationship with its Clients and its Confidential Information</u>

44. During the course of his employment by JPMorgan, Feutz had access to highly confidential JPMorgan client files in addition to other financial information that is confidential and proprietary to JPMorgan. JPMorgan's client files contain confidential financial information regarding each client, including client identity, address, telephone numbers, transactional history, tax information, personal financial data, banking information and investment objectives, among other confidential and proprietary data. Feutz had no interaction with the vast majority of the clients he was assigned at JPMorgan (and no knowledge of any of their confidential information) until he started working at JPMorgan. This information has been collected at great expense to the firm, is not easily duplicated, and would be extremely valuable to a competitor.

45. A critical factor to JPMorgan's continued success is its relations with its clients. JPMorgan has built the loyalty of its client base through many years of effort and has invested substantially in building JPMorgan's goodwill. JPMorgan spends substantial resources in terms of time, effort and money annually to provide programs and support to its Chase Wealth Management employees, including Feutz, for them to use to obtain and build relationships with its clients.

46. JPMorgan's records maintained concerning its clients are not available from other sources and have been created and updated for a period of many years based on JPMorgan's relationship with its clients. JPMorgan has invested substantial corporate resources to develop and maintain its client information. The vast majority of the JPMorgan clients that Feutz serviced were developed by JPMorgan at great expense and over a number of years. JPMorgan's client list is the lifeblood of its business and the expenditures incurred by JPMorgan in obtaining its clients include the millions of dollars spent by JPMorgan every year on national and local advertising and marketing, the millions of dollars it costs to train JPMorgan's employees, and the many other expenditures JPMorgan incurs in maintaining its goodwill in the industry.

47. JPMorgan also has expended significant resources to service its clients. These resources include millions of dollars a year JPMorgan spends for support staff, clearing services, operations personnel, systems and support, management and compliance supervision, salaries, annual registration fees, computer services and equipment, phone, mail, research, literature, seminars, trade and other professional news publications, promotional events, securities research and analysis, and other services. JPMorgan has borne the entire expense of these services and activities as well, with no financial contribution from Feutz.

48. JPMorgan employs reasonable efforts to maintain the confidentiality of its client records. Specifically, access to the records is restricted to those employees whose jobs require them to refer to this information, duplication of the records is prohibited and there are constant reminders about the confidential nature of the information contained on the records.

49. The confidential and proprietary information that Defendant, on information and belief, has misappropriated was entrusted to JPMorgan by its clients with the expectation that it would remain confidential and would not be disclosed to third parties. Indeed, by law JPMorgan must safeguard this information until such time as the controlling authorities authorize its release. Defendant had access to this information solely by virtue of his employment by JPMorgan. JPMorgan and Defendant are obliged to maintain the confidentiality of this information. For its part, JPMorgan took numerous steps to protect the confidentiality of this information. Defendant was fully aware of, and responsible for, complying with JPMorgan's internal policies regarding confidentiality. JPMorgan has implemented numerous other policies, and has established tight security, to ensure the confidentiality of its client information. For example, access to JPMorgan's computer network by its professionals is password-protected. JPMorgan also limits its client information to certain employees and management who need access to such information.

50. Employees such as Feutz must maintain client information as strictly confidential. These instructions are confirmed in the agreements referenced above and JPMorgan's confidentiality policies that Feutz would have been familiar with (and with respect to which he was regularly required to affirm his compliance).

Defendant's Misconduct

51. As noted above, Feutz abruptly resigned from JPMorgan on June 18, 2026, immediately joined LPL, and began soliciting JPMorgan clients.

52. As detailed above and incorporated herein, numerous JPMorgan clients have informed JPMorgan that, beginning shortly after he resigned from JPMorgan and joined LPL, Feutz began calling clients he formerly serviced at JPMorgan asking for meetings or otherwise solicited their business and attempted to get them to transfer their accounts to him at LPL.

53. Feutz's solicitation of JPMorgan clients is ongoing and continuing.

54. Additionally, on information and belief, Feutz solicited Adrian Little (a JPMorgan Private Client Investment Advisor), who worked exclusively with him at JPMorgan, to resign from JPMorgan the same day and join him at LPL.

55. Unless Defendant's misconduct is immediately restrained and enjoined, other competitors of JPMorgan will be encouraged to engage in the same kind of improper behavior with complete impunity, the result of which will inflict severe and permanent damages on JPMorgan.

56. Defendant's misconduct, as described above, constitutes at a minimum, breach of contract, breach of fiduciary duty and duty of loyalty, tortious interference, and unfair competition. Unless Defendant's conduct is immediately enjoined, JPMorgan's other employees will be encouraged to engage in the same improper conduct. This misconduct is highly disruptive to JPMorgan's ability to conduct business in a stable manner and to maintain JPMorgan's goodwill with its clients and employees.

57. By seeking to improperly solicit JPMorgan's clients, Defendant has and will continue to cause continuing and irreparable injury to JPMorgan which cannot be cured by monetary damages. Defendant's wrongdoing has caused and will continue to inflict irreparable harm to JPMorgan by causing:

(a) Loss of JPMorgan clients and loss of client confidence;

(b) Injury to JPMorgan's reputation and goodwill in Illinois;

(c) Use and disclosure of JPMorgan's confidential and proprietary information, including client lists;

(d) Damage to office morale and stability, and the undermining of office protocols and procedures; and

(e) Present economic loss, which is unascertainable at this time, and future economic loss, which is now incalculable.

FIRST CAUSE OF ACTION
(Breach of Contract)

58. JPMorgan realleges and incorporates herein by reference the allegations of paragraphs 1 through 57 hereof.

59. Defendant breached his contract and agreements with JPMorgan by soliciting JPMorgan's clients and a JPMorgan Private Client Investment Advisor to join him at LPL,and by, on information and belief, taking JPMorgan's confidential client information. By engaging in such conduct, Defendant seeks to convert to his benefit JPMorgan's protectable interests.

60. As a direct and proximate result of Defendant's breach of his contract, JPMorgan has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, JPMorgan is entitled to a temporary restraining order and a preliminary injunction.

SECOND CAUSE OF ACTION
(Breach of Fiduciary Duty)

61. JPMorgan realleges and reincorporates herein by reference the allegations contained in paragraphs 1 through 60 hereof.

62. As an employee of JPMorgan, Defendant owed JPMorgan a fiduciary duty of trust and loyalty.

63. Defendant's fiduciary duty required him at all times to, among other things, act in JPMorgan's best interests and maintain the confidentiality of JPMorgan's confidential and proprietary business and client information. Defendant's fiduciary duty required him at all times to refrain from, among other things, soliciting JPMorgan's clients to join him at a competing company.

64. Defendant breached his fiduciary duty to JPMorgan by engaging in the conduct alleged above. Defendant engaged in such wrongdoing upon his resignation from JPMorgan and joining JPMorgan's competitor, LPL.

65. As a direct and proximate result of Defendant's breaches of his fiduciary duty, JPMorgan has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, JPMorgan is entitled to a temporary restraining order and a preliminary injunction.

THIRD CAUSE OF ACTION
(Breach of Duty of Loyalty)

66. JPMorgan realleges and incorporates herein by reference the allegations of paragraphs 1 through 65 hereof.

67. By virtue of his position with JPMorgan, Defendant owed JPMorgan a duty of undivided loyalty during the term of his employment with JPMorgan. Defendant's duty

of loyalty prohibited him from competing with JPMorgan or assisting a competing business during the course of his employment with JPMorgan. Defendant's duty of loyalty also included a duty to act toward JPMorgan fairly, honestly and in good faith, to maintain the confidentiality of JPMorgan's confidential and proprietary business and client information, and to refrain from any act or omission calculated or likely to injure JPMorgan.

68. Defendant breached his duty of loyalty to JPMorgan by engaging in the conduct alleged above (and incorporated herein) prior to the termination of his employment with JPMorgan.

69. Defendant knew and intended, or knew and recklessly or negligently disregarded, that his acts had the purpose and/or effect of disrupting and harming JPMorgan's business.

70. As a direct and proximate result of Defendant's breach of his duty of loyalty, JPMorgan has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, JPMorgan is entitled to a temporary restraining order and a preliminary injunction.

FOURTH CAUSE OF ACTION
(Intentional and/or Negligent Interference with Actual and Prospective Economic Advantages and Business Expectancy)

71. JPMorgan realleges and incorporates herein by reference the allegations of paragraphs 1 through 70 hereof.

72. JPMorgan has developed and maintains advantageous actual and prospective business relationships with its clients that promise a continuing probability of future economic benefit to JPMorgan.

73. JPMorgan is informed and believes, and on that basis alleges, that Defendant knew or reasonably should have known about JPMorgan's advantageous actual and prospective business relationships with its clients.

74. JPMorgan is informed and believes, and on that basis alleges, that Defendant has intentionally, maliciously, improperly and/or negligently interfered with and continues to interfere with JPMorgan's relationships with its clients by, among other things, directly and/or indirectly attempting to induce JPMorgan clients to sever their relationships with JPMorgan and to induce them to do business with his new firm.

75. There was no privilege or justification for Defendant's conduct. Moreover, Defendant's actions also constitute wrongful conduct above and beyond the act of interference itself, including breach of contract, unfair competition, and breach of his fiduciary duty.

76. Defendant's conduct was willful and malicious.

77. As a direct and proximate result of Defendant's tortious interference with actual and prospective business relationships, JPMorgan has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, JPMorgan is entitled to a temporary restraining order and a preliminary injunction.

FIFTH CAUSE OF ACTION
(Conversion)

78. JPMorgan realleges and incorporates herein by reference, the allegations of paragraphs 1 through 77 hereof.

79. At all times JPMorgan was, and still is, entitled to the immediate and exclusive possession of its confidential and other proprietary information, and all physical embodiments thereof, as alleged above.

80. JPMorgan is informed and believes that Defendant took JPMorgan's confidential and proprietary information, including but not limited confidential client contact information, and converted such information for the use of Defendant and those acting in concert with him.

81. The continued detention of JPMorgan's personal property by Defendant constitutes conversion.

82. As a direct and proximate result of Defendant's conversion, JPMorgan has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, JPMorgan is entitled to a temporary restraining order and a preliminary injunction.

SIXTH CAUSE OF ACTION
(Unfair Competition)

83. JPMorgan realleges and incorporates herein by reference the allegations of paragraphs 1 through 82 hereof.

84. Defendant's conduct as set forth above and incorporated herein is unlawful, unfair, fraudulent and deceptive, and constitutes unfair competition.

85. As a direct and proximate result of the Defendant's unfair competition, JPMorgan has sustained and will continue to sustain irreparable injury, the damages from which cannot now be calculated. Accordingly, JPMorgan is entitled to a temporary restraining order and a preliminary injunction.

WHEREFORE, Plaintiff respectfully requests that a judgment be entered in its favor against Defendant as follows:

A. In support of all claims for relief, a temporary and preliminary injunction lasting until such time as a duly appointed panel of arbitrators at FINRA renders an award on

JPMorgan's claim for permanent injunctive relief, enjoining and restraining Defendant, directly or indirectly, and whether alone or in concert with others, including but not limited to the directors, officers, employees and/or agents of LPL, from:

(a) soliciting, attempting to solicit, inducing to leave or attempting to induce to leave any JPMorgan client serviced by Defendant at JPMorgan or whose name became known to Defendant by virtue of his employment with JPMorgan (or any of its affiliates or predecessors in interest), excluding only those clients Defendant formerly serviced as broker of record at his prior firm and immediate family members; and

(b) using, disclosing or transmitting for any purpose JPMorgan's documents, materials and/or confidential and proprietary information pertaining to JPMorgan, JPMorgan's clients, and/or JPMorgan's employees.

B. Ordering Defendant, and all those acting in concert with him, to return to JPMorgan or its counsel all records, documents and/or information in whatever form (whether original, copied, computerized, electronically stored or handwritten) pertaining to JPMorgan's clients, employees and business, within 24 hours of notice to Defendant or his counsel of the terms of such an order.

C. Such other and further relief as the Court deems just and proper.

Dated: July 15, 2026

Respectfully submitted,

J.P. MORGAN SECURITIES LLC

By: *Corey T. Hickman*
One of its attorneys

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EXHIBIT 1

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILINOIS
EASTERN DIVISION

J.P. MORGAN SECURITIES LLC,	)	
	)	**CIVIL ACTION NO.**
Plaintiff,	)	
	)	
-against-	)	
	)	
ALAN C. FEUTZ,	)	
	)	
Defendant.	)	

DECLARATION OF LAURA A. DRIVER

LAURA A. DRIVER, under penalty of perjury, declares and says:

1. I am an Executive Director for plaintiff J.P. Morgan Securities LLC ("JPMorgan" or "Plaintiff"). I am a Market Director of the ECW Northshore Market for JPMorgan's Chase Wealth Management division, and maintain my main office in Shaumburg, Illinois. I have been employed by JPMorgan or its affiliates and predecessors since May 2024, but I previously was employed by JPMorgan or its affiliates and predecessors from June 2007 through December 2017. I have been a Market Director for the ECW Northshore Market since May 2024, but I previously had a similar management role for other JPMorgan Markets from 2009 through 2017. As a Market Director for the ECW Northshore Market, I currently oversee approximately 26 Private Client Advisors working out of 11 JPMorgan offices in Illinois. Although I did not supervise defendant Alan C. Feutz ("Feutz"), most of the JPMorgan clients whom he serviced live in the areas that I currently supervise, and the majority of the clients Feutz was assigned to have been reassigned to Private Client Advisors whom I directly supervise. Additionally, I have spoken to dozens of clients who were assigned to Fuetz after he resigned as part of the firm's efforts to retain such clients. I submit this Declaration in support of

JPMorgan's application for a Temporary Restraining Order and a Preliminary Injunction against Feutz.

2. In connection with the preparation of this Declaration, I have reviewed Feutz's employment records. Except as to those matters stated on information and belief, I have personal knowledge of the facts set forth below.

Preliminary Statement

3. This dispute arises out of Feutz's resignation from JPMorgan on June 18, 2026, and the immediate commencement of his affiliation with LPL Financial LLC ("LPL"), a competitor of JPMorgan. According to its website, LPL is the nation's largest independent broker-dealer, with brokerage and advisory assets of $2.3 trillion and more than 32,000 financial advisors, as of March 2026.[1] At the time of the resignation of his employment, Feutz worked as a Select Private Client Advisor in a bank branch office of JPMorgan Chase Bank, N.A. ("JPMorgan Chase"), an affiliate of JPMorgan, in Arlington Heights, Illinois.

4. JPMorgan has learned that since resigning from JPMorgan and joining LPL, Feutz has solicited numerous JPMorgan clients to move their accounts from JPMorgan to him at LPL. JPMorgan has learned that Feutz is calling JPMorgan clients, often on the clients' personal cell phone, seeking to induce such clients to transfer their accounts from JPMorgan to him at his new firm. The clients have informed JPMorgan that Feutz's communications have been more than simply announcing his change of employment; he is actively seeking to induce the clients to do business with him at LPL.

5. One client informed JPMorgan that Feutz told him that his new form has a lot more investment choices than JPMorgan that he can access.

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1 *See* https://www.lpl.com/about-us.html.

6. Another client informed JPMorgan that Feutz told him that his new firm has a lot more investment choices than JPMorgan.

7. Another client informed JPMorgan that Feutz told him that he was excited to share with the client about his new firm, emailed him a bunch of information about the new firm, and was looking forward to speaking with him about his new firm.

8. Another client informed JPMorgan that Feutz called her and told her that she could still work with him, and her fees would stay the same if she moved her accounts to him.

9. Another client informed JPMorgan that Feutz called her and left a voice message for her that he had an opportunity he wanted to discuss with her.

10. Another client informed JPMorgan that Feutz emailed him looking to get together.

11. Another client informed JPMorgan that he decided to move his accounts to Feutz because he has access to extended products at his new firm.

12. Another client informed JPMorgan that Feutz was soliciting his business but said he was not sure whether he and his wife would go with him.

13. Another client informed JPMorgan that Feutz reached out to him and tried to set up a meeting with the client, but the client informed him he was not interested, and intended to stay with JPMorgan.

14. In addition, on information and belief, Feutz took with him to LPL JPMorgan's confidential client information, including client contact information, such as cell phone numbers, which, on information and belief, are generally not publicly available, without

which he would have been unable to call and solicit JPMorgan clients so quickly after he resigned from JPMorgan.

15. Feutz also brought with him to LPL a JPMorgan Private Client Investment Advisor (Adrian Little), who worked exclusively with him at JPMorgan, and resigned from JPMorgan the same day.

16. Unfortunately, it appears that Feutz's improper solicitation efforts have proved successful, as approximately 23 JPMorgan households, with assets totaling approximately $146 million, already have transferred their accounts to Feutz at LPL.

17. Based on my review of JPMorgan's records kept in the normal course of business, at the time he left JPMorgan, Feutz serviced approximately 351 JPMorgan households with approximately $692 million in total assets under supervision, the vast majority of which were either pre-existing JPMorgan clients at the time they were assigned to Feutz, or were developed by him at JPMorgan with JPMorgan's assistance. Feutz now seeks to improperly induce such JPMorgan clients to follow him to his new firm.

Factual Allegations

18. JPMorgan is a member firm of the Financial Industry Regulatory Authority ("FINRA"). JPMorgan provides traditional investment services in Illinois through its Chase Wealth Management branch offices. Unlike traditional brokerage firms (where clients are serviced almost exclusively by one financial advisor), JPMorgan's Chase Wealth Management adopts a team approach to service a wide variety of JPMorgan clients' investment needs.

19. Based on my review of JPMorgan records kept in the normal course of business, Feutz commenced employment as a Financial Advisor with Chase Investment Services

Corp. (“Chase Investment”), then a registered broker-dealer, which was a subsidiary of JPMorgan Chase and an affiliate of JPMorgan, in Chicago, Illinois.

20. In December 2005, in connection with the commencement of his employment, Feutz entered into a Chase Investment Services Corp. Supervision, Arbitration, Confidentiality and Non-Solicitation Agreement, dated December 5, 2005 (the “2005 Feutz Non-Solicitation Agreement”), which contains provisions prohibiting him from soliciting the firm’s clients and employees for a one year period after the end of his employment and requiring him to maintain the confidentiality of the firm’s confidential and proprietary business and client information. A true and correct copy of the 2005 Feutz Non-Solicitation Agreement is annexed hereto as Exhibit A. Effective October 1, 2012, Chase Investment merged with and into JPMorgan, with JPMorgan being the surviving legal entity.

21. Based on my review of JPMorgan records kept in the normal course of business, in February 2011 Feutz was promoted to a Senior Financial Advisor Associate, and in September 2011, he again was promoted to a Private Client Advisor, a position he remained until April 2021, when he became a Select Private Client Advisor. In May 2023, Feutz was given the additional title of Managing Director, one of the most senior corporate titles at the firm.

22. In connection with being promoted to a Private Client Advisor, Feutz entered into a Chase Private Client Supervision, Arbitration, Confidentiality and Non-Solicitation Agreement with JPMorgan, dated August 9, 2011 (the “2011 Non-Solicitation Agreement”), which contains provisions prohibiting him from soliciting the firm’s clients for a one-year period after the end of his employment and requiring him to maintain the confidentiality of the firm’s confidential and proprietary business and client information. A true and accurate copy of the 2011 Non-Solicitation Agreement is annexed hereto as Exhibit B.

23. As a Financial Advisor and a Private Client Advisor, JPMorgan Chase referred its bank clients to Feutz in order for him to build JPMorgan's relationship with such clients. Feutz sat at his desk at JPMorgan Chase bank branches and was introduced to hundreds of existing bank clients (with or without investment accounts) to offer and provide access to investment opportunities through Chase Wealth Management. As a Financial Advisor and a Private Client Advisor, Feutz was not expected to engage in cold calling or attempt to build a client base independent of referrals from JPMorgan.

24. As noted above, in April 2021, Feutz became a Select Private Client Advisor in JPMorgan's Select Advisor Group, working out of JPMorgan's office in Arlington Heights, Illinois. JPMorgan's Select Advisor Group is a prestigious and select group rewarding JPMorgan's most senior, high producing Private Client Advisors. Select Private Client Advisors' primary focus is to grow and maintain an existing book of business developed from the referrals from JPMorgan. JPMorgan Advisors chosen for the Select Advisor Group are rewarded with access to additional JPMorgan services and an increased compensation payout. Feutz remained a Select Private Client Advisor from April 2021 until his resignation on June 18, 2026.

25. Based on my review of JPMorgan records kept in the normal course of business, Feutz had limited industry experience before joining JPMorgan Chase in 2005. When he was presented with the 2011 Non-Solicitation Agreement, Feutz was permitted to identify all client relationships that he had established prior to joining JPMorgan, and those pre-existing relationships would be carved out from the non-solicitation restriction in the Non-Solicitation Agreement. The "Attachment A" to the 2011 Non-Solicitation Agreement – the space specifically designated for listing any pre-existing relationships – is blank (meaning Feutz

identified no pre-existing client relationships). Thus, on information and belief, Feutz brought few, if any, clients with him to JPMorgan when he joined JPMorgan in 2005.

26. The vast majority of the clients Feutz serviced at JPMorgan were pre-existing JPMorgan clients who were reassigned to Feutz, were long-term Chase Bank clients who were referred to Feutz or were developed by JPMorgan at the time they were assigned to Feutz. Prior to Feutz joining JPMorgan in 2005, close to half of the clients serviced by Feutz at JPMorgan already were clients of JPMorgan or its affiliates/predecessors, and approximately 13% already had investment accounts with JPMorgan, with a handful dating back 50 years or more. Thus, I am of the strong opinion that JPMorgan has a near-permanent relationship with the vast majority of the clients that JPMorgan assigned to Feutz and whom he is now soliciting.

27. On information and belief, JPMorgan has invested substantial time and money, totaling millions of dollars, to acquire, develop and maintain its clients over many years. It is with great difficulty, and only after a great expenditure of time, money and effort, that JPMorgan was able to acquire its existing clients. JPMorgan spends substantial resources in gaining knowledge about its clients and protecting the privacy of such information. It typically takes many years of dealing with clients for JPMorgan to become their primary investing firm. JPMorgan clients typically remain with and continue to be serviced by the firm, regardless of whether the Private Client Advisor or other team members resign or leave JPMorgan. But for his employment with JPMorgan, Feutz would not have had any contact with the vast majority of the clients the firm assigned to him and whom he is now soliciting.

28. As part of his official duties at JPMorgan, Feutz had access to extensive confidential financial records and information about JPMorgan's clients, including information about each client's investment needs. As explained in further detail below, such information –

which is not publicly available, and cannot be easily duplicated – is proprietary and valuable, and would be especially useful to a competitor such as LPL.

Feutz's Employment Agreements and Obligations to JPMorgan

29. As noted above, Feutz entered into two Non-Solicitation Agreements that contain provisions prohibiting him from soliciting JPMorgan clients for a period of one year after his JPMorgan employment ends and from using or retaining JPMorgan confidential information.

30. In consideration for entering into and continuing his employment relationship with JPMorgan and executing the agreements, Feutz was provided with significant benefits, including substantial compensation, office and support facilities, securities registration, research, and health insurance.

JPMorgan's Relationships with its Clients and its Confidential Information

31. During the course of his employment by JPMorgan, Feutz had access to highly confidential JPMorgan client files in addition to other financial information that is confidential and proprietary to JPMorgan. JPMorgan's client files contain confidential financial information regarding each client, including client identity, address, telephone numbers, transactional history, tax information, personal financial data, banking information and investment objectives, among other confidential and proprietary data. Feutz had no interaction with the vast majority of the clients he was assigned at JPMorgan (and no knowledge of any of their confidential information) until he started working at JPMorgan. This information has been collected at great expense to the firm, is not easily duplicated, and would be extremely valuable to a competitor.

32. A critical factor to JPMorgan's continued success is its relations with its clients. JPMorgan has built the loyalty of its client base through many years of effort and has invested substantially in building JPMorgan's goodwill. JPMorgan spends substantial resources in terms of time, effort and money annually to provide programs and support to its Chase Wealth Management employees, including Feutz, for them to use to obtain and build relationships with its clients.

33. JPMorgan's records maintained concerning its clients are not available from other sources and have been created and updated for a period of many years based on JPMorgan's relationship with its clients. JPMorgan has invested substantial corporate resources to develop and maintain its client information. The vast majority of the JPMorgan clients that Feutz serviced were developed by JPMorgan at great expense and over a number of years. JPMorgan's client list is the lifeblood of its business and the expenditures incurred by JPMorgan in obtaining its clients include the millions of dollars spent by JPMorgan every year on national and local advertising and marketing, the millions of dollars it costs to train JPMorgan's employees, and the many other expenditures JPMorgan incurs in maintaining its goodwill in the industry.

34. JPMorgan also has expended significant resources to service its clients. These resources include millions of dollars a year JPMorgan spends for support staff, clearing services, operations personnel, systems and support, management and compliance supervision, salaries, annual registration fees, computer services and equipment, phone, mail, research, literature, seminars, trade and other professional news publications, promotional events, securities research and analysis, and other services. JPMorgan has borne the entire expense of these services and activities as well, with no financial contribution from Feutz.

35. JPMorgan employs reasonable efforts to maintain the confidentiality of its client records. Specifically, access to the records is restricted to those employees whose jobs require them to refer to this information, duplication of the records is prohibited and there are constant reminders about the confidential nature of the information contained on the records.

36. Employees such as Feutz must maintain client information as strictly confidential. These instructions are confirmed in the agreements referenced above and JPMorgan's confidentiality policies that Feutz would have been familiar with (and with respect to which he was regularly required to affirm his compliance).

37. After Feutz resigned from JPMorgan on June 18, 2026, his resignation letter contained his new contact information at LPL and he consented to JPMorgan providing such information to JPMorgan clients who asked for it. Accordingly, in accordance with FINRA Regulatory Notice 19-10, I provided Feutz's new contact information (the identity of his new firm, the address of his new office, and his new LPL phone number and email address, exactly as provided by Feutz in his resignation letter) to the JPMorgan employees who would be contacting the JPMorgan clients formerly serviced by Feutz and instructed them to share such contact information with any clients who ask for it. My understanding is that when clients asked for Feutz's new contact information, JPMorgan's employees provided it to them.

<u>Defendant's Misconduct</u>

38. As noted above, Feutz abruptly resigned from JPMorgan on June 18, 2026, immediately joined LPL, and began soliciting JPMorgan clients.

39. As detailed above and incorporated herein, numerous JPMorgan clients have informed JPMorgan that, beginning shortly after he resigned from JPMorgan and joined

LPL, Feutz began calling clients he formerly serviced at JPMorgan asking for meetings with the clients, or otherwise attempted to get them to transfer their accounts to him at LPL.

40. Feutz's solicitation of JPMorgan clients is ongoing and continuing.

41. On information and belief, without misappropriating JPMorgan's confidential client information, Feutz would not have had clients' personal phone numbers, and would not have had the ability to call JPMorgan clients immediately after he resigned and joined his new firm.

42. On information and belief, Feutz solicited Adrian Little (a JPMorgan Private Client Investment Advisor), who worked exclusively with him at JPMorgan, to resign from JPMorgan the same day and join him at LPL.

43. Feutz's misconduct is highly disruptive to JPMorgan's ability to conduct business in a stable manner and to maintain JPMorgan's goodwill with its clients. Unless Feutz's misconduct is immediately restrained and enjoined, other competitors of JPMorgan will be encouraged to engage in the same kind of improper behavior with complete impunity, the result of which will inflict severe and permanent damages on JPMorgan.

44. Unless Feutz's conduct is immediately enjoined, JPMorgan's other employees will be encouraged to engage in the same improper conduct.

45. By seeking to improperly solicit JPMorgan's clients, Feutz has caused and will continue to cause continuing and irreparable injury to JPMorgan that cannot be cured by monetary damages. Feutz's wrongdoing has caused and will continue to inflict irreparable harm to JPMorgan by causing:

(a) Loss of JPMorgan clients and loss of client confidence;

(b) Injury to JPMorgan's reputation and goodwill in Illinois;

(c) Use and disclosure of JPMorgan's confidential and proprietary information, including client lists;

(d) Damage to office morale and stability, and the undermining of office protocols and procedures; and

(e) Present economic loss, which is unascertainable at this time, and future economic loss, which is now incalculable.

46. Accordingly, JPMorgan respectfully requests that this Court maintain the status quo and enjoin Feutz from continuing to violate his agreements with JPMorgan pending resolution of the arbitration between the parties.

Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on July 14, 2026.

____
Laura A. Driver

EXHIBIT A

Chase Investment Services Corp.
Supervision, Arbitration, Confidentiality and Non-Solicitation Agreement

Employee Name (please print)

Alan C Feutz

Social Security Number

[redacted]

AGREEMENT

This Supervision, Arbitration, Confidentiality and Non-Solicitation Agreement ("Agreement") is entered into on the 05 day of December, 2005, among the undersigned individual (hereinafter referred to as "you"), and JPMorgan Chase & Co. and its subsidiaries, including but not limited to, JPMorgan Chase Bank, N.A. and the following named subsidiaries: Chase Investment Services Corp. ("CISC"), a Delaware corporation registered and licensed as a broker-dealer and a member of the NASD and Chase Insurance Agency, Inc., a Wisconsin corporation registered and licensed as an insurance agency in various states ("CIA"). JPMorgan Chase & Co. and its subsidiaries (and including any predecessor companies) are referred to collectively in the Agreement as "JPMC". Except as expressly provided herein, this Agreement is intended to supersede and will automatically terminate prior agreements between you and CISC or CIA or any other JPMC subsidiary or any predecessor organization concerning your conduct, responsibilities and compensation as a registered securities representative, licensed insurance agent or other investment management professional. Consistent with the general terms and conditions of your employment, JPMC's policies and procedures and regulatory practices, you hereby acknowledge that the terms and conditions of this Agreement are applicable to your employment and agree that you are obligated to and will comply with such terms and conditions. This Agreement supplements other terms and conditions of your employment with JPMC, including, but not limited to, the JPMorgan Chase & Co. Code of Conduct as in effect from time to time (the "Code of Conduct").

IN CONSIDERATION of the mutual promises and covenants herein contained, JPMC and you agree as follows:

§1. AT-WILL EMPLOYMENT

You understand that for the duration of your employment with JPMC: (a) you are or will be employed at-will, and your employment may be terminated by either you or JPMC for no reason or any reason at any time; and (b) neither you, nor any individual officer or representative of JPMC has the authority to alter, either orally or in writing, the employment at-will relationship.

§2. TERM

This Agreement shall continue indefinitely unless JPMC releases you in writing from your obligations hereunder.

§3. DUTY OF LOYALTY TO ACT IN GOOD FAITH

a. You understand that at all times while you are an employee of JPMC:
   i. You owe JPMC a duty of loyalty and a duty to act in good faith;
   ii. You will not individually, or in combination with any other person, including any other employee or any competitor of JPMC, directly or indirectly violate the terms or conditions of this Agreement; and
   iii. You will not, without JPMC's prior written authorization, directly or indirectly engage in any banking, securities, investment, annuities or insurance business, in any capacity, through or on behalf of any entity other than JPMC.

b. You acknowledge that you have received, read and will adhere to the Code of Conduct. The duties set forth in this Agreement are in addition to and do not abrogate your obligations under any such Code of Conduct or other operational, procedural or other policies applicable to JPMC employees generally.

§4. REGISTRATION AND LICENSING

a. You represent and warrant to CISC, JPMC and CIA that you are a licensed securities registered representative and/or a licensed insurance agent in good standing, or will obtain such appropriate license within the time specified by CISC or CIA, as applicable, in all states in which you are required to be licensed or registered. If you were previously licensed as a registered securities representative or as an insurance agent, you will take any steps necessary under applicable laws or regulations to transfer your association to CISC and CIA. You agree not to sell any insurance products through CIA or accept any compensation in connection with the sale of any insurance policy until the appropriate insurance carrier appointments are in place in all applicable states.

b. You further warrant that except as disclosed in writing to JPMC, that there are no prior or pending investigations, customer complaints, civil or criminal lawsuits, administrative actions/complaints, or prior or pending arbitrations against you. You understand that you are required to immediately notify your management and the appropriate compliance officer of any investigations, complaints, lawsuits, or arbitrations instituted against or involving you.

c. You acknowledge that CISC is required to file a Form U5 upon your termination as a registered securities representative associated with CISC. You hereby waive any claims against CISC relating to the filing or content of the Form U5.

d. You agree to be aware or and to adhere to all applicable rules, regulations, and reporting requirements of the Securities and Exchange Commission, the NASD, the Municipal Securities Rulemaking Board, the Federal Reserve Board, the Office of the Comptroller of Currency, all applicable national and regional stock exchanges, the relevant state securities, insurance and banking regulatory authorities and all procedures of clearing brokers or insurance carriers with which CISC or CIA may become associated at any time during the term of this Agreement.

§5. LIMITED AUTHORITY

You have no authority to obligate JPMC to any contract or other obligation such as, for example, the purchase of office equipment, office leases and telephone service, and you will not attempt in any way to do so, nor will you hold yourself out to others as having such authority. You understand and agree that you will be financially responsible for any contract or other obligations entered into or agreed to by you in violation of this paragraph.

§6. SALE OF INSURANCE PRODUCTS

a. To the extent that you are involved in the sale of insurance products, you understand that you represent CIA. You understand that CIA may appoint you as its insurance agent with certain insurance carriers on a non-exclusive basis for the specific jurisdiction(s) designated by CIA. You will not so solicit or engage in any such sales without the required approval, appointment and licenses. You will not represent and agree to terminate your appointments with any insurance carriers except those authorized and arranged by CIA from time to time. Additionally, you will not service any customer with respect to products sold by carriers or other providers not approved by CIA or JPMC. Notwithstanding CIA's administrative assistance, you understand that you are responsible for ensuring that all such approvals, licenses and appointments are obtained and maintained as required.

b. In soliciting and engaging in the sale of Insurance Products exclusively on behalf of CIA, you will: (i) hold all money or other property belonging to CIA or an insurance carrier in trust as a fiduciary and transfer same to CIA; (ii) promptly report all losses and claims, and provide relevant loss and claim information to CIA or its registered representative; (iii) prepare and retain accurate records of the sale of Insurance Products, which records shall be and remain the property of CIA and shall be subject to examination by CIA or its registered representatives; (iv) be responsible for all of your expenses (excluding, subject to JPMC's discretion, all required license and registration fees and taxes and other expenses authorized by CIA in writing); (v) obtain CIA's prior written approval of any advertising or other marketing material which includes references to CIA or any of its affiliates, and/or to their products or services; (vi) obtain CIA's prior written approval of any advertising or other marketing material which utilizes or includes references to any JPMC or Chase logo or trademarks; and (vii) return any contract forms or other insurance materials, all of which remain the property of CIA, to CIA promptly upon request and, in any event, in accordance with the Code of Conduct.

c. You understand that you have no authority to make, alter, modify, waive or discharge any of the terms or conditions of any insurance policies or contracts or any performance thereunder, to make any endorsement on such policies or contracts, to extend the time for paying a premium, to quote special rates or to incur any liability on behalf of CIA or an insurance carrier. You shall not make any statement, misrepresentation or incomplete comparison of any contract or policy of insurance for any purpose including, without limitation, inducing any applicant or policy holder to convert, lapse, forfeit or surrender any insurance policy thereof. You further understand that you are not authorized to pay or attempt to pay any rebate of premium or any consideration of any type whatsoever not specified in a policy or contract. The foregoing items are not exclusive and you understand that you will be responsible for your actions which must conform to law, industry standards any rule or regulation of any regulatory agency or self regulatory agency, CIA policies and procedures, and the *requirements of carriers with whom you are appointed.*

d. You will also be required to comply with all rules, regulations, policies and procedures and standards established by the applicable JPMC subsidiary for the conduct of its business.

§7. CONFIDENTIALITY

a. You understand that, by entering into this Agreement, by virtue of your position with JPMC and by the nature of JPMC's businesses, you have had access to, currently have access to, will have access to and will consistently and routinely be given trade secrets and confidential information related to JPMC's business. Confidential information concerning JPMC's business includes information about JPMC, as well as described further in the Code of Conduct and subparagraphs (b) and (c) below (the "Confidential Information"). You also understand that you will be provided with specialized training and mentoring that is unique and proprietary, which draws upon, relies upon and is part of the Confidential Information described herein.

b. In addition to any description contained in the Code of Conduct, such Confidential Information concerning JPMC's business includes, but is not limited to:

   i. names, addresses and telephone numbers of customers and prospects;
   ii. account information, financial standing, investment holdings and other *personal financial data compiled by and/or provided to or by JPMC;*
   iii. specific customer financial needs and requirements with respect to investments, financial position and standing; leads, referrals and references to customers and/or prospects, financial portfolio, financial account information, investment preferences and similar information, whether developed, provided, compiled, used or acquired by JPMC and/or myself in connection with your employment at JPMC;
   iv. information received from third parties under confidential conditions;
   v. holding book or customer book pages, assets and obligations carried in accounts of customers;
   vi. all records and documents concerning the business and affairs of JPMC (including copies and originals and any graphic formats or electronic media);
   vii. methods, procedures, devices and other means used by JPMC in the conduct of business;
   viii. information concerning established business relationships;
   ix. "trade secrets" as that term is defined by the Uniform Trade Secrets Act (UTSA), which term shall be deemed to include each item of "Confidential Information" specifically described in this Section;
   x. software and other technical, business or financial information, the use or disclosure of which might reasonably be construed to be contrary to the interest of JPMC or its clients;
   xi. non-public information about JPMC's employees; and
   xii. all other information concerning JPMC, or its operations, activities and customers which is not publicly available from directories or other generally *available public sources and have been developed, provided, acquired or* compiled by JPMC.

c. You are aware that JPMC's customer account information contains confidential financial information, names and addresses, customers' net worth and investment objectives and similar confidential information. This customer information is not known by or readily available to JPMC's competitors. JPMC takes the protection of its customer information very seriously and therefore takes reasonable precautions to safeguard the secrecy and privacy of this information and considers such information "Confidential Information."

d. Accordingly, you ***agree: (a) to maintain the confidentiality of Confidential Information at all times during and after your employment with JPMC; (b) not to disclose or communicate Confidential Information to any third party unless permitted by JPMC policy, required by law, or with JPMC's written consent; and (c) not to use Confidential Information for your own benefit or for the benefit of a third party.*** You further specifically acknowledge and understand that any disclosure, divulgence, revelation or use by you of any Confidential Information other than in connection with JPMC's business or as specifically authorized by JPMC, will be highly detrimental to the business of JPMC and that serious loss of business and pecuniary damage to JPMC may result therefrom. You represent that you have held and will continue to hold in confidence all such Confidential Information, and further represent that both during and after the cessation of your employment with the JPMC, and/or both during and after the cessation of your appointment as an agent with CIA and/or registered representative of JPMC, you will not remove said Confidential Information from the premises of JPMC (including, but not limited to, tapes, discs, emails or information contained in an electronic form, photocopies, notes or extracts therefrom whether manually or mechanically produced, including electronic or software) and will not otherwise disclose, divulge or reveal the said Confidential Information to any person or persons whomever, including members of your *family, without JPMC's specific written authorization, except* (1) *in the ordinary* and regular course of business for and on behalf of JPMC, and subject to the approval of JPMC; and/or (2) if required by law, legal process or subpoena to provide said Confidential Information; provided, however, that if you become legally compelled by an order of a court, regulatory or self-regulatory organization, or governmental agency to disclose any Confidential Information, you shall provide JPMC with prompt prior written notice to: JPMorgan Chase & Co., Head of Compliance, 270 Park Avenue, New York, New York 10017, with a copy to Meryl Kaynard, Associate General Counsel, Legal Department, JPMorgan Chase Bank, One Chase Manhattan Plaza, 26th Floor, New York, New York 10081 so that JPMC may assert whatever interest it has in the information prior to disclosure by you.

e. If (i) you cease to be appointed by CIA as an agent, and/or (ii) you cease to be a registered representative of CISC, and/or (iii) you cease to be employed by the JPMC for any reason, whether voluntarily or otherwise, or (iv) if you are so requested to do so by JPMC at any time, you will (1) immediately return to JPMC any equipment including but not limited to computers, pagers or telephones issued to you for use in your employment, and not destroy or copy any information contained thereon and each and every document and all materials, including copies thereof, containing Confidential Information (including, but not limited to, tapes, discs, emails or information contained in an electronic form, photocopies, notes or extracts therefrom whether manually or mechanically produced, including electronic or software) in your possession, custody or control, and/or delete all copies you have in any electronic form; (2) immediately return to JPMC all documents, materials or property you were allowed use of, including, but not limited to, electronic equipment and accessories, including any information derived from any JPMC source stored on any personal electronic devices (e.g. PDAs, cell phones, personal computers), and (3) comply with all other provisions of the Code of Conduct (or any subsequent rules as may be provided hereafter).

§8. NON-SOLICITATION OF EMPLOYER'S CUSTOMERS, VENDORS OR SUPPLIERS

a. You understand and acknowledge that JPMC considers its client and customer relationships, as well as its relationships with its vendors and suppliers, important and valuable assets. Accordingly, in consideration of and as a condition of your employment, continued employment, access to trade secrets and Confidential Information, specialized training and mentoring, and other consideration provided herein, ***you understand and agree for a period of twelve (12) months after your employment with JPMC terminates for any reason that you may not on your own behalf or that of any other persons or entities, directly or indirectly solicit or attempt to solicit, induce to leave or divert or attempt to induce to leave or divert from doing business with JPMC, any then current customers, clients, vendors, suppliers, or other persons or entities that were serviced by you or whose names became known to you by virtue of your employment with JPMC, or otherwise interfere with the relationship between JPMC and such customers, clients, vendors, suppliers, or other persons or entities.***

b. This section does not apply to customer relationships you established prior to commencing employment with JPMC, provided that you can substantiate through documents or other suitable evidence that the relationship preceded your commencement of employment with the JPMC. Nothing in this Agreement prevents you from seeking or accepting employment with any other financial institution, bank, trust company, brokerage firm or other competing entity after your term of employment with the JPMC.

c. You agree that any advertisement or announcement received by a JPMC customer from you or from any entity competing with JPMC and with which you are employed or associated shall be conclusively presumed to constitute solicitation of such customer within the meaning of this provision, notwithstanding that such customer was part of a broader mailing or distribution list.

d. You also agree that you will not disrupt, damage, impair, or interfere with *JPMC's business or reputation in any manner.*

§9. NON-SOLICITATION OF EMPLOYER'S EMPLOYEES

You understand and acknowledge that JPMC also views its relationships with its employees, officers and consultants as important and valuable assets and considers non-public employee information to be Confidential Information. Accordingly, in consideration of and as a condition of your employment, continued employment, access to trade secrets, Confidential Information, specialized training and mentoring and other consideration provided herein, ***you understand and agree that for a period of twelve (12) months after your employment with JPMC terminates for any reason that you may not on your own behalf or that of any other persons or entities, directly or indirectly solicit or induce or attempt to solicit or induce to leave or resign from JPMC or to apply for or accept employment or assignment elsewhere: (i) JPMC's current employees, consultants or independent contractors or (ii) any former***

JPMC employees who resigned from JPMC within twelve months of any such solicitation or inducement.

§10. SPECIAL CONDITIONS RELATING TO COVENANTS OF CONFIDENTIALITY & NON-SOLICITATION

a. Reasonableness of covenants.

i. You acknowledge that you have carefully considered the nature and extent of the restrictions upon you and the rights and remedies conferred upon JPMC under Sections 7, 8 and 9 of this Agreement, and have had the opportunity to retain legal counsel at your own expense to review this Agreement. You acknowledge that these restrictions are reasonable in time and geographic scope, are fully required to protect the legitimate interests of JPMC and its customers and do not confer a benefit upon JPMC which is disproportionate to any detriment to you.

ii. You acknowledge that the terms and conditions of Sections 7, 8 and 9 of this Agreement incorporate and/or supplement the terms and conditions of your employment at JPMC and are reasonable and necessary to protect the valued business interests of JPMC and that you have received good and valuable consideration for entering into this Agreement.

iii. You acknowledge that you were made aware of this Agreement at the time you accepted employment with JPMC or at the time you were afforded the opportunity of receiving sales-related compensation for the sale of non-deposit investment products, and that you are signing it knowingly and voluntarily and are accepting or continuing employment with full understanding of its terms and conditions. You further acknowledge the reasonableness and enforceability of the terms of this Agreement, and you will not challenge the enforceability or terms of this Agreement.

b. Remedies. You specifically agree that any breach, evasion, violation or threatened violation of any term of Sections 7, 8 or 9 by you will cause immediate and irreparable injury to JPMC that cannot adequately be compensated by monetary damages. You further agree that it is reasonable and necessary for JPMC to seek immediate injunctive relief and/or specific performance in any court of competent jurisdiction for any breach, evasion, violation or threatened violation of any term of Sections 7, 8 or 9 by you. You specifically agree as well as to all other legal or equitable remedies and UTSA remedies, where applicable, to which JPMC may be entitled, including but not limited to the right to compel arbitration of disputes. If JPMC is (in its sole judgment) compelled to institute legal proceedings and/or arbitration to enforce this Agreement, you agree to reimburse JPMC for its actual attorney fees and other expenses incurred in the successful prosecution or settlement of such proceedings, in addition to its damages or other remedies.

c. Reformation. ***If it is determined by any court, tribunal or an arbitrator that any restrictive covenant contained herein, or any part thereof, is unenforceable because of the duration or scope of such provision, any or all parts of Sections 7, 8 and 9, as the case may be, shall be reformed and/or re-written so that such provisions becomes enforceable and, as reformed or re-written, shall then be enforced.***

d. Savings Clause. The provisions contained in this Sections 7, 8 and 9 shall survive the termination of this Agreement and your employment with the JPMC for whatever cause and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, assigns and successors in interest of you and JPMC.

e. You agree not to make any commitments or become associated, either directly or indirectly, in any manner, as partner, officer, director, stockholder, advisor, employee or in any other capacity in any business or organization which competes or may compete with JPMC or do any act in conflict with the interest of JPMC during the term of your employment.

§11. PRIOR OBLIGATIONS

In addition to any duties or obligations under the Code of Conduct or other operational, procedural or other policies applicable to JPMC employees generally:

a. You understand and agree that you may not disclose to JPMC, or use in connection with your employment with JPMC ,any protected trade secrets or protected confidential or proprietary materials of another entity or party, including any prior employer, unless and until such materials become public either through the owner's failure to adequately protect such information or because it is readily ascertainable through proper means or you are permitted to disclose such information or materials by such other party or entity.

b. You agree that you do not, and during the term of this Agreement you shall, not own any private stock or have any direct or indirect financial interest in any other organization engaged in any securities, insurance, investment advisory or similar business without the written consent of JPMC's Compliance Department. Nothing in this provision shall limit your right to invest in securities that are publicly traded, except that the written consent of the applicable Compliance Department will be required with regard to stock ownership, or other financial interest, in any securities or similar business which is publicly traded if a control relationship exists between such entity and you or your family.

c. You represent that you have provided JPMC with any and all copies of any written, or the full and complete terms of any oral, agreement or arrangement that purports to restrict you from competing with a prior employer or from soliciting any of a prior employer's customers or employees or otherwise prohibit, restrict or interfere with your ability to perform the functions associated with your position. You further represent and warrant that you will not enter any other written or oral agreement or arrangement which would restrict you from competing with a prior employer or from soliciting any of a prior employer's customers or employees or otherwise prohibit, restrict or interfere with your ability to perform the functions associated with your position. To the extent that you have executed a confidentiality or employment agreement in the past, you represent that you are not restricted by contract (express, implied or otherwise) from: (i) accepting employment with JPMC; (ii) performing any duties on behalf of JPMC; (iii) disclosing information to third parties or using information for your own benefit or for the benefit of a third party; or (iv) soliciting customers and/or employees of any other entity or party.

d. You understand and agree that any financial obligations you may have to your prior employer, such as repayment of loans or training costs, are, and shall remain your responsibility.

§12. ARBITRATION OF CONTROVERSIES

Any claim or controversy concerning you arising out of or in connection with the business activities of JPMC, your activities and/or your appointment as a registered representative or your employment and/or the termination thereof shall be submitted to mandatory arbitration in accordance with then-current JPMC policy as outlined in the attached Arbitration Disclosure and the Code of Arbitration Procedure of the NASD (including the NASD Arbitration Disclosure Rule and Procedures for Employment Arbitration Disclosure Statement, as amended, a current version of which is attached), and in accordance with applicable law, and current JPMC policy, such arbitration(s) shall be conducted in New York, New York and under the law of the State of New York, if applicable (without giving effect to the conflict of laws principles thereof (as permitted by law)) and judgment upon the award rendered by such arbitrators may be entered in any court having proper jurisdiction; provided, however, that nothing in this Agreement shall limit the right of the parties to seek temporary or preliminary injunctive relief in any court of competent jurisdiction in New York, New York to enforce any right under this Agreement; and further provided, however, that current JPMC policy does not include a pre-dispute agreement to arbitrate statutory employment discriminatory claims.

§13. REVIEW OF ACCOUNTS AND COMMUNICATIONS

You understand that in the event of any controversy or customer complaint which relates in any way to you or your job responsibilities, JPMC may review and examine any of your accounts, whether in your individual name or jointly held (including those accounts over which you exercise control or in which you have a beneficial interest), that you may have at JPMC. You further understand that all telephone calls may be monitored and recorded by or on behalf of JPMC, and that any form of electronic communication (e.g., e-mail and facsimiles) to, from and/or within JPMC, or on a system maintained by or on behalf of JPMC, or available for use by JPMC employees, may be monitored or reviewed by or on behalf of JPMC. You understand that JPMC may use information obtained by monitoring in any manner permissible by law.

§14. COMPENSATION

a. In connection with your services hereunder, you may be eligible for incentive or commission compensation in accordance with certain compensation programs as in effect for certain subsidiaries and products from time to time. JPMC reserves the right to change such programs at any time, in its sole discretion.

b. If any JPMC subsidiary has provided you with a commission draw, each such subsidiary has the right to suspend any commission draw at any time the amount of your commissions is insufficient to offset the drawing account. You agree that if a customer's security/stock transaction is reversed because of an error or omission on your part, you will forfeit the commissions associated with that transaction and will be responsible for any market loss resulting from the reversal. You also agree that JPMC has the right to offset against commissions any overpayment previously made.

c. In the event an insurance carrier charges back a commission or commissions from which CIA has paid compensation to you, you agree to reimburse CIA. You hereby assign to CIA your right, title, and interest, if any, in and to any compensation received from or payable by the underwriters of any insurance products sold by you hereunder. This assignment is irrevocable regardless of termination of this Agreement.

§15. APPLICABLE LAW
This Agreement will be governed by the law of the State of New York, without regard to the conflicts of law principles thereof (as permitted by law).

§16. SEVERABILITY
You understand that, whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, rule or regulation (including regulations of any applicable self-regulatory organization), you understand that such provision will be in effect only to the extent of its validity, legality or enforceability, without invalidating the remaining provisions of this Agreement, provided, however, that, notwithstanding any other provision of this Agreement, if any portion of the Agreement is held to be unenforceable, JPMC, at its option, may seek modification or severance of such portion or consider the Agreement null and void.

§17. ASSIGNMENT; SUCCESSORS TO JPMC
Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of any successor or assignee of JPMC or any JPMC subsidiary, including, without limitation, any corporation or corporations acquiring directly or indirectly all or substantially all of the assets of JPMC whether by merger, consolidation, sale or otherwise. This Agreement is not assignable by you.

§18. MODIFICATIONS OF TERMS AND CONDITIONS

a. *You understand that the terms and conditions of your employment, including* those which are the subject of this Agreement, are subject to change and may be modified by JPMC at any time without prior notice to you, and that JPMC has the right to condition your continued employment upon your agreement to such modified terms and conditions.

b. No provision of this Agreement may be amended, modified or waived unless such amendment, modification, or waiver is agreed to in writing, and signed by you and by an authorized officer of JPMC. Except as otherwise specifically provided in this Agreement, no waiver by any party of any breach by the other party hereto of any provision of this Agreement to be performed by such other party shall be deemed a waiver of a subsequent breach of such provision or a waiver of a similar or dissimilar provision at the same or at any prior or subsequent time.

§19. NOTICE TO PROSPECTIVE EMPLOYERS
Prior to accepting employment with any other person or entity during your employment or during the 12 months following the date of your termination, you will provide any prospective employer with the written notice of provisions of section 7, 8 and 9 of this Agreement with a copy delivered simultaneously to JPMorgan Chase & Co., Head of Compliance, 270 Park Avenue, New York, New York 10017, with a copy to Meryl Kaynard, Associate General Counsel, JPMorgan Chase Bank, Legal Department, One Chase Manhattan Plaza, 26th Floor, New York, New York 10081. *You also agree that JPMC may provide any of your future or prospective employers with a copy of this Agreement, in whole or part, in it sole discretion.*

§20. RECITAL OF CONSIDERATION AND REASONABLENESS
You acknowledge that the terms and conditions of this Agreement incorporate and/or supplement the terms and conditions of your employment at JPMC and are reasonable and necessary to protect the valued business interests of JPMC and that you have received good and valuable consideration for entering into this Agreement.

§21. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof; all prior Agreements, representations, statements, negotiations, and undertakings are superseded hereby; provided, however, *the duties and obligations set forth in this Agreement are in addition to and do not abrogate your obligations under any other non-solicitation (or non-compete) agreement with JPMC or any of its affiliates.*

§22. HEADINGS
You understand that the headings contained in this document are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

EMPLOYEE ACKNOWLEDGEMENT AND SIGNATURE

You acknowledge that you were made aware of this agreement at the time that you accepted employment with the JPMC or on or about the date set forth on page one of this Agreement, whichever is applicable, and you are signing it knowingly and voluntarily and accepting or continuing employment with full understanding of its terms and conditions and you will not challenge the enforceability or terms of this Agreement.

YOU MUST COMPLETE THIS SECTION IF YOU ARE LOCATED IN LOUISIANA. You specifically agree that if you are not located in the Louisiana, this subparagraph does not apply to you. The agreements and restrictions set forth in Sections 8 and 9 shall be effective in the following specified parishes within the State of Louisiana: ____________________.

Your signature below confirms your understanding and acceptance of all of the terms and conditions of this Agreement.

Employee Signature
X [signature]

Date
12-05-2005

Print Name
Alan Fertz

EXHIBIT B

Chase Private Client Supervision, Arbitration, Confidentiality and Non-Solicitation Agreement

Employee Name (please print)

ALAN FEUTZ

Standard ID

[redacted]

AGREEMENT

This Supervision, Arbitration, Confidentiality and Non-Solicitation Agreement ("Agreement") is entered into on the 9 day of August, 2011, among Alan Feutz [Insert Name] (hereinafter referred to as "you"), and Chase Investment Services Corp. ("CISC") for the benefit of itself and all of its affiliated entities, including JPMorgan Chase & Co. and its subsidiaries without limitation, JPMorgan Chase Bank, N.A and its operating divisions of Chase Private Client and Chase Wealth Management,CISC, a Delaware corporation registered and licensed as a broker-dealer and a member of FINRA and Chase Insurance Agency, Inc., a Wisconsin corporation registered and licensed as an Insurance agency in various states ("CIA"). JPMorgan Chase & Co. and its direct and indirect subsidiaries and operating units (and including any predecessor organizations), including without limitation JPMorgan Chase Bank, N.A., CISC and CIA, are referred to collectively in the Agreement as "JPMC". For purposes of this Agreement, predecessor organizations include any company, corporation, entity or any part thereof acquired by, merged into, amalgamated with or purchased in any way by JPMC or its direct or indirect affiliates or subsidiaries. Except as expressly provided herein, this Agreement is intended to supersede and will automatically terminate prior agreements between you and CISC or CIA or any other JPMC subsidiary or any predecessor organization concerning your conduct, responsibilities and compensation as a registered securities representative, licensed insurance agent or other investment management professional. Consistent with the general terms and conditions of your employment, JPMC's policies and procedures and regulatory practices, you hereby acknowledge that the terms and conditions of this Agreement are applicable to your employment and agree that you are obligated to and will comply with such terms and conditions. This Agreement supplements other terms and conditions of your employment with JPMC, including, but not limited to, the JPMorgan Chase & Co. Code of Conduct as in effect from time to time (the "Code of Conduct").

IN CONSIDERATION of the mutual promises and covenants herein contained, JPMC and you agree as follows:

1. AT-WILL EMPLOYMENT

You understand that for the duration of your employment with JPMC: (a) you are or will be employed at-will, and your employment may be terminated by either you or JPMC for no reason or any reason at any time; and (b) neither you, nor any individual officer or representative of JPMC has the authority to alter, either orally or in writing, the employment at-will relationship.

2. TERM

This Agreement shall continue indefinitely unless JPMC releases you in writing from your obligations hereunder.

3. DUTY OF LOYALTY TO ACT IN GOOD FAITH

a. You understand that at all times while you are an employee of JPMC:

i. You owe JPMC a duty of loyalty and a duty to act in good faith;

ii. You will not individually, or in combination with any other person, including any other employee or any competitor of JPMC, directly or indirectly violate the terms or conditions of this Agreement; and

iii. You will not, without JPMC's prior written authorization, directly or indirectly engage in any banking, securities, investment, annuities or insurance business, in any capacity, through or on behalf of any entity other than JPMC.

b. You acknowledge that you have received, read and will adhere to the Code of Conduct. The duties set forth in this Agreement are in addition to and do not abrogate your obligations under any such Code of Conduct or other operational, procedural or other policies applicable to JPMC employees generally.

4. REGISTRATION AND LICENSING

a. You represent and warrant to CISC, JPMC and CIA that you are a licensed securities registered representative and/or a licensed insurance agent in good standing, or will obtain such appropriate license within the time specified by CISC or CIA, as applicable, in all states in which you are required to be licensed or registered. If you were previously licensed as a registered securities representative or as an insurance agent, you will take any steps necessary under applicable laws or regulations to transfer your association to CISC and CIA. You agree not to sell any insurance products through CIA or accept any compensation in connection with the sale of any insurance policy until the appropriate insurance carrier appointments are in place in all applicable states.

b. You further warrant that except as disclosed in writing to JPMC, that there are no prior or pending investigations, customer complaints, civil or criminal lawsuits, administrative actions/complaints, or prior or pending arbitrations against you. You understand that you are required to immediately notify your management and the appropriate compliance officer of any investigations, complaints, lawsuits, or arbitrations instituted against or involving you.

c. You acknowledge that CISC is required to file a Form U5 upon your termination as a registered securities representative associated with CISC. You hereby waive any claims against CISC relating to the filing or content of the Form U5.

d. You agree to be aware of and to adhere to all applicable rules, regulations, and reporting requirements of the Securities and Exchange Commission, the FINRA, the Municipal Securities Rulemaking Board, the Federal Reserve Board, the Office of the Comptroller of Currency, all applicable national and regional stock exchanges, the relevant state securities, insurance and banking regulatory authorities and all procedures of clearing brokers or insurance carriers with which CISC or CIA may become associated at any time during the term of this Agreement.

5. LIMITED AUTHORITY

You have no authority to obligate JPMC to any contract or other obligation such as, for example, the purchase of office equipment, office leases and telephone service, and you will not attempt in any way to do so, nor will you hold yourself out to others as having such authority. You understand and agree that you will be financially responsible for any contract or other obligations entered into or agreed to by you in violation of this paragraph.

6. INSURANCE PRODUCTS

To the extent that you are involved in the offering of insurance products, you understand that you represent CIA. You understand that CIA may appoint you as its insurance agent with certain insurance carriers on a non-exclusive basis for the specific jurisdiction(s) designated by CIA. You will not so solicit or engage in any such offerings without the required approval, appointment and licenses. You will not represent and agree to terminate your appointments with any insurance carriers except those authorized and arranged by CIA from time to time. Additionally, you will not service any customer with respect to products sold by carriers or other providers not approved by CIA or JPMC. Notwithstanding CIA's administrative assistance, you understand that you are responsible for ensuring that all such approvals, licenses and appointments are obtained and maintained as required.

a. In soliciting and engaging in the offering of insurance products exclusively on behalf of CIA, you will: i) hold all money or other property belonging to CIA or an insurance carrier in trust as a fiduciary and transfer same to CIA; ii) promptly report all losses and claims, and provide relevant loss and claim information to CIA or its registered representative; iii) prepare and retain accurate records of the sale of insurance products, which records shall be and remain the property of CIA and shall be subject to

Employee Initials AF

examination by CIA or its registered representatives, iv) be responsible for all of your expenses (excluding, subject to JPMC's discretion, all required license and registration fees and taxes and other expenses authorized by CIA in writing); (v) obtain CIA's prior written approval of any advertising or other marketing material which includes references to CIA or any of its affiliates, and/or to their products or services; (vi) obtain CIA's prior written approval of any advertising or other marketing material which utilizes or includes references to any JPMC or Chase logo or trademarks; and (vii) return any contract forms or other insurance materials, all of which remain the property of CIA, to CIA promptly upon request and, in any event, in accordance with the Code of Conduct.

b. You understand that you have no authority to make, alter, modify, waive or discharge any of the terms or conditions of any insurance policies or contracts or any performance thereunder, to make any endorsement on such policies or contracts, to extend the time for paying a premium, to quote special rates or to incur any liability on behalf of CIA or an insurance carrier. You shall not make any statement, misrepresentation or incomplete comparison of any contract or policy of insurance for any purpose including, without limitation, inducing any applicant or policy holder to convert, lapse, forfeit or surrender any insurance policy thereof. You further understand that you are not authorized to pay or attempt to pay any rebate of premium or any consideration of any type whatsoever not specified in a policy or contract. The foregoing items are not exclusive and you understand that you will be responsible for your actions which must conform to law, industry standards any rule or regulation of any regulatory agency or self regulatory agency, CIA policies and procedures, and the requirements of carriers with whom you are appointed.

c. You will also be required to comply with all rules, regulations, policies and procedures and standards established by the applicable JPMC subsidiary for the conduct of its business.

7. CONFIDENTIALITY

a. You understand that, by entering into this Agreement, by virtue of your position with JPMC and by the nature of JPMC's businesses, you have had access to, currently have access to, will have access to and will consistently and routinely be given trade secrets and confidential information related to JPMC's business. Confidential information concerning JPMC's business includes information about JPMC, as well as described further in the Code of Conduct and subparagraphs (b) and (c) below (the "Confidential Information"). You also understand that you will be provided with specialized training and mentoring that is unique and proprietary, which draws upon, relies upon and is part of the Confidential Information described herein.

b. In addition to any description contained in the Code of Conduct, such Confidential Information concerning JPMC's business includes, but is not limited to:

- i. names, addresses and telephone numbers of customers and prospective customers;
- ii. account information, financial standing, investment holdings and other personal financial data compiled by and/or provided to or by JPMC;
- iii. specific customer financial needs and requirements with respect to investments, financial position and standing; leads, referrals and references to customers and/or prospects, financial portfolio, financial account information, investment preferences and similar information, whether developed, provided, compiled, used or acquired by JPMC and/or yourself in connection with your employment at JPMC;
- iv. information received from third parties under confidential conditions;
- v. holding book or customer book pages, assets and obligations carried in accounts of customers;
- vi. all records and documents concerning the business and affairs of JPMC (including copies and originals and any graphic formats or electronic media);
- vii. methods, procedures, devices and other means used by JPMC in the conduct of business;
- viii. information concerning established business relationships;
- ix. "trade secrets" as that term is defined by the Uniform Trade Secrets Act (UTSA), which term shall be deemed to include each item of Confidential Information specifically described in this Section;
- x. software and other technical, business or financial information, the use or disclosure of which might reasonably be construed to be contrary to the interest of JPMC or its clients;
- xi. non-public information about JPMC's employees; and
- xii. all other information concerning JPMC, or its operations, activities and customers which is not publicly available from directories or other generally available public sources and have been developed, provided, acquired or compiled by JPMC.

c. You are aware that JPMC's customer account information contains confidential financial information, names and addresses, customers' net worth and investment objectives and similar confidential information. This customer info-rmation is not known by or readily available to JPMC's competitors. JPMC takes the protection of its customer information very seriously and therefore takes reasonable precautions to safeguard the secrecy and privacy of this information and considers such information Confidential Information.

d. Accordingly, *you agree: (a) to maintain the confidentiality of Confidential Information at all times during and after your employment with JPMC; (b) not to disclose or communicate Confidential Information to any third party unless permitted by JPMC policy, required by law, or with JPMC's written consent; and (c) not to use Confidential Information for your own benefit or for the benefit of a third party.* You further specifically acknowledge and understand that any disclosure, divulgence, revelation or use by you of any Confidential Information other than in connection with JPMC's business or as specifically authorized by JPMC, will be highly detrimental to the business of JPMC and that serious loss of business and pecuniary damage to JPMC may result therefrom. You represent that you have held and will continue to hold in confidence all such Confidential Information, and further represent that both during and after the cessation of your employment with the JPMC, and/or both during and after the cessation of your appointment as an agent with CIA and/or registered representative of JPMC, you will not remove said Confidential Information from the premises of JPMC (including, but not limited to, tapes, discs, emails or information contained in an electronic form, photocopies, notes or extracts therefrom whether manually or mechanically produced, including electronic or software) and will not otherwise disclose, divulge or reveal the said Confidential Information to any person or persons whomever, including members of your family, without JPMC's specific written authorization, except (1) in the ordinary and regular course of business for and on behalf of JPMC, and subject to the approval of JPMC; and/or (2) if required by law, legal process or subpoena to provide said Confidential Information; provided, however, that if you become legally compelled by an order of a court, regulatory or self-regulatory organization, or governmental agency to disclose any Confidential Information, you shall provide JPMC with prompt prior written notice to: JPMorgan Chase & Co., Head of Compliance, 270 Park Avenue, New York, New York 10017, with a copy to Head of Employment Law, Legal Department, JPMorgan Chase Bank, One Chase Manhattan Plaza, 26th Floor, New York, New York 10081 so that JPMC may assert whatever interest it has in the information prior to disclosure by you.

e. If (i) you cease to be appointed by CIA as an agent, and/or (ii) you cease to be a registered representative of CISC, and/or (iii) you cease to be employed by the JPMC for any reason, whether voluntarily or otherwise, or (iv) if you are so requested to do so by JPMC at any time, you will (1) immediately return to JPMC any equipment including but not limited to computers, pagers or telephones issued to you for use in your employment and not destroy or copy any information contained thereon and each and every document and all materials, including copies thereof, containing Confidential Information (including, but not limited to, tapes, discs, emails or information contained in an electronic form, photocopies, notes or extracts therefrom whether manually or mechanically produced, including electronic or software) in your possession, custody or control, and/or delete all copies you have in any electronic form; (2) immediately return to JPMC all documents, materials or property you were allowed use of, including, but not limited to, electronic equipment and accessories, including any information derived from any JPMC source stored on any personal electronic devices (e.g. PDAs, cell phones, personal computers), and (3) comply with all other provisions of the Code of Conduct (or any subsequent rules as may be provided hereafter).

8. NON-SOLICITATION OF EMPLOYER'S CUSTOMERS

a. You understand and acknowledge that JPMC considers its client and customer relationships important and valuable assets. Accordingly, in consideration of and as a condition of your employment, continued employment, access to trade secrets and Confidential Information, specialized training and mentoring, and other consideration provided herein, *you understand and agree for a period of twelve (12) months after your employment with JPMC terminates for any reason that you may not on your own behalf or that of any other persons or entities, directly or indirectly solicit or attempt to solicit, induce to leave or divert or attempt to induce to leave, initiate contact with or divert from doing business with JPMC, any then current customers, clients, or other persons or entities that were serviced by you or whose names became known to you by virtue of your employment with JPMC, or otherwise interfere with the relationship between JPMC and such customers, clients, or other persons or entities.*

EMPLOYEE INITIALS: AEF

b. You understand and agree that JPMC has developed and uses a unique business model for the offering of investment and bank products and services, including the Chase Private Client and Chase Wealth Management Platforms. Specifically, you acknowledge and understand that the vast majority of customers with whom you will be working with at JPMC have pre-existing investment relationships with CISC and/or pre-existing and separate banking relationships with JPMorgan Chase Bank, N.A. Additionally, you will be working with other JPMC employees to develop and strengthen these relationships on behalf of JPMC. The customer relationships developed at JPMC and given to you by JPMC flow directly from the goodwill, reputation, name recognition, Confidential Information, specialized training, mentoring and expenditures made by JPMC. This platform and relationship model developed by JPMC is special and unique to JPMC, providing you and JPMC with a unique opportunity to service and interact with clients and customers in ways not known or available to competitors.

EMPLOYEE INITIALS: AEF

c. This section does not apply to customer relationships you established prior to commencing employment with JPMC, provided that you are able to substantiate through documents or other suitable evidence that the relationship preceded commencement of your employment with the JPMC, and any such customers are listed on Attachment A signed by your manager.

EMPLOYEE INITIALS: AEF

d. You explicitly acknowledge that CISC and JPMC reserves the right to reassign to another employee, at any time, any of the accounts for which Employee is the representative of record. You have no ownership or other rights in any accounts that are serviced by you.

EMPLOYEE INITIALS: AEF

e. Nothing in this Agreement prevents you from seeking or accepting employment with any other financial institution, bank, trust company, brokerage firm or other competing entity after your term of employment with the JPMC. However, you agree to provide JPMC with notice of any offer of employment you may receive from a competing entity within twenty-four hours of receiving such offer and no less than seventy-two hours prior to your resignation or separation of employment.

EMPLOYEE INITIALS: AEF

f. You agree that any advertisement or announcement received by a JPMC customer from you or from any entity competing with JPMC and with which you are employed or associated shall be conclusively presumed to constitute solicitation of such customer within the meaning of this provision, notwithstanding that such customer was part of a broader mailing or distribution list.

g. You also agree that you will not disrupt, damage, impair, or interfere with JPMC's business or reputation in any manner.

9. NON-SOLICITATION OF EMPLOYER'S EMPLOYEES

You understand and acknowledge that JPMC also views its relationships with its employees, officers and consultants as important and valuable assets and considers non-public employee information to be Confidential Information. Accordingly, in consideration of and as a condition of your employment, continued employment, access to trade secrets, Confidential Information, specialized training and mentoring and other consideration provided herein, *you understand and agree that for a period of twelve (12) months after your employment with JPMC terminates for any reason that you may not on your own behalf or that of any other persons or entities, directly or indirectly solicit or induce or attempt to solicit or induce to leave or resign from JPMC or to apply for or accept employment or assignment elsewhere: (i) JPMC's current employees, consultants or independent contractors or (ii) any former JPMC employees who resigned from JPMC within twelve months of any such solicitation or inducement.*

10. SPECIAL CONDITIONS RELATING TO COVENANTS OF CONFIDENTIALITY AND NON-SOLICITATION

a. Reasonableness of Covenants.

i. You acknowledge that you have carefully considered the nature and extent of the restrictions upon you and the rights and remedies conferred upon JPMC under Sections 7, 8 and 9 of this Agreement, and have had the opportunity to retain legal counsel at your own expense to review this Agreement. You acknowledge that these restrictions are reasonable in time and geographic scope, are fully required to protect the legitimate interests of JPMC and its customers and do not confer a benefit upon JPMC which is disproportionate to any detriment to you.

ii. You acknowledge that the terms and conditions of Sections 7, 8 and 9 of this Agreement incorporate and/or supplement the terms and conditions of your employment at JPMC and are reasonable and necessary to protect the valued business interests of JPMC and that you have received good and valuable consideration for entering into this Agreement.

iii. You acknowledge that you were made aware of this Agreement at the time you accepted employment with JPMC or at the time you were afforded the opportunity of receiving compensation associated with non-deposit investment products, and that you are signing it knowingly and voluntarily and are accepting or continuing employment with full understanding of its terms and conditions. You further acknowledge the reasonableness and enforceability of the terms of this Agreement, and you will not challenge the enforceability or terms of this Agreement.

b. Remedies.

i. INJUNCTIVE RELIEF. You specifically agree that any breach, evasion, violation or threatened violation of any term of Sections 7, 8 or 9 by you will cause immediate and irreparable injury to JPMC that cannot adequately be compensated by monetary damages. You further agree that it is reasonable and necessary for JPMC to seek immediate injunctive relief and/or specific performance in any court of competent jurisdiction for any breach, evasion, violation or threatened violation of any term of Sections 7, 8 or 9 by you. You specifically agree as well as to all other legal or equitable remedies and UTSA remedies, where applicable, to which JPMC may be entitled, including but not limited to the right to compel arbitration of disputes.

ii. ATTORNEY FEES and COSTS. If JPMC is (in its sole judgment) compelled to institute legal proceedings and/or arbitration to enforce this Agreement, you agree to reimburse JPMC for its actual attorney fees and other expenses incurred in the successful prosecution or settlement of such proceedings, in addition to its damages or other remedies.

c. Reformation. ***If it is determined by any court, tribunal or an arbitrator that any restrictive covenant contained herein, or any part thereof, is unenforceable because of the duration or scope of such provision, any or all parts of Sections 7, 8 and 9, as the case may be, shall be reformed and/or re-written so that such provisions becomes enforceable and, as reformed or re-written, shall then be enforced.***

d. Savings Clause. The provisions contained in this Sections 7, 8 and 9 shall survive the termination of this Agreement and your employment with the JPMC for whatever cause and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, assigns and successors in interest of you and JPMC.

e. You agree not to make any commitments or become associated, either directly or indirectly, in any manner, as partner, officer, director, stockholder, advisor, employee or in any other capacity in any business or organization which competes or may compete with JPMC or do any act in conflict with the interest of JPMC during the term of your employment.

f. All provisions of Paragraphs 8, 9 and 10 shall survive for twelve (12) months in the event of a breach by Employee of any covenant, promise or warranty set forth in this Agreement.

11. PRIOR OBLIGATIONS

In addition to any duties or obligations under the Code of Conduct or other operational, procedural or other policies applicable to JPMC employees generally:

a. You understand and agree that you may not disclose to JPMC, or use in connection with your employment with JPMC, any protected trade secrets or protected confidential or proprietary materials of another entity or party, including any prior employer, unless and until such materials become public either through the owner's failure to adequately protect such information or because it is readily ascertainable through proper means or you are permitted to disclose such information or materials by such other party or entity.

b. You agree that you do not, and during the term of this Agreement you shall, not own any private stock or have any direct or indirect financial interest in any other organization engaged in any securities, insurance, investment advisory or similar business without the written consent of JPMC's Compliance Department. Nothing in this provision shall limit your right to invest in securities that are publicly traded, except that the written consent of the applicable Compliance Department will be required with regard to stock ownership, or other financial interest, in any securities or similar business which is publicly traded if a control relationship exists between such entity and you or your family.

c. You represent that you have provided JPMC with any and all copies of any written, or the full and complete terms of any oral, agreement or arrangement that purports to restrict you from competing with a prior employer or from soliciting any of a prior employer's customers or employees or otherwise prohibit, restrict or interfere with your ability to perform the functions associated with your position. You further represent and warrant that you have not and will not enter any other written or oral agreement or arrangement which would restrict you from competing with a prior employer or from soliciting any of a prior employer's customers or employees or otherwise prohibit, restrict or interfere with your ability to perform the functions associated with your position. To the extent that you have executed a confidentiality or employment agreement in the past, you represent that you are not restricted by contract (express, implied or otherwise) from (i) accepting employment with JPMC or (ii) performing any duties on behalf of JPMC. You further understand that JPMC expects you to abide by any non-solicitation or non-disclosure obligations which you may have to former employers.

d. You understand and agree that any financial obligations you may have to your prior employer, such as repayment of loans or training costs, are, and shall remain, your responsibility.

12. ARBITRATION OF CONTROVERSIES

Unless you have already entered into a Binding Arbitration Agreement with JPMC regarding your employment, any claim or controversy concerning you arising out of or in connection with the business activities of JPMC, your activities and/or your appointment as a registered representative or your employment and/or the termination thereof required to be arbitrated by the FINRA Rules shall be resolved by individual (not class or collective) arbitration in accordance with the Code of Arbitration Procedure of the FINRA (including the FINRA Arbitration Disclosure Rule and Procedures for Employment Arbitration Disclosure Statement), and in accordance with applicable law. Such arbitration(s) shall be conducted in New York, New York and under the law of the State of New York, if applicable (without giving effect to the conflict of laws principles thereof (as permitted by law)) and judgment upon the award rendered by such arbitrators may be entered in any court having proper jurisdiction. Further, no claims shall be arbitrated on a class or collective action or collective or class-wide basis. Provided, however, nothing in this Agreement shall limit the right of the parties to seek temporary or preliminary injunctive relief in any court of competent jurisdiction in New York, New York to enforce any right under this Agreement.

If you have previously entered into a Binding Arbitration Agreement with JPMC regarding your employment, that Binding Arbitration Agreement Controls. *You acknowledge and agree that your employment is subject to your and JPMC's agreement to submit employment-related disputes that cannot be resolved internally to binding arbitration, as set forth in the Binding Arbitration Agreement. You acknowledge and agree that you have read and understand the Binding Arbitration Agreement, have accepted its terms and understand that it is a condition of your employment with JPMC.* In addition, any claim or controversy concerning you arising out of or in connection with the business activities of JPMC, your activities and/or your appointment as a registered representative not covered by the Binding Arbitration Agreement shall be resolved by individual (not class or collective) arbitration in accordance with the Code of Arbitration Procedure of the FINRA, and in accordance with applicable law. Such arbitration(s) shall be conducted in New York, New York and under the law of the State of New York, if applicable (without giving effect to the conflict of laws principles thereof (as permitted by law)) and judgment upon the award rendered by such arbitrators may be entered in any court having proper jurisdiction. Further, no claims shall be arbitrated on a class or collective action or collective or class-wide basis. Provided, however, nothing in this Agreement shall limit the right of the parties to seek temporary or preliminary injunctive relief in any court of competent jurisdiction in New York, New York to enforce any right under this Agreement.

13. REVIEW OF ACCOUNTS AND COMMUNICATIONS

You understand that in the event of any controversy or customer complaint which relates in any way to you or your job responsibilities, JPMC may review and examine any of your accounts, whether in your individual name or jointly held (including those accounts over which you exercise control or in which you have a beneficial interest), that you may have at JPMC. You further understand that all telephone calls may be monitored and recorded by or on behalf of JPMC, and that any form of electronic communication (e.g., e-mail and facsimiles) to, from and/or within JPMC, or on a system maintained by or on behalf of JPMC, or available for use by JPMC employees, may be monitored or reviewed by or on behalf of JPMC. You understand that JPMC may use information obtained by monitoring in any manner permissible by law.

14. COMPENSATION

a. In connection with your services hereunder, you may be eligible for incentive or commission compensation in accordance with certain compensation programs as in effect for certain subsidiaries and products from time to time. JPMC reserves the right to change such programs at any time, in its sole discretion.

b. If any JPMC subsidiary has provided you with a commission draw, each such subsidiary has the right to suspend any commission draw at any time the amount of your commissions is insufficient to offset the drawing account. You agree that if a customer's security/stock transaction is reversed because of an error or omission on your part, you will forfeit the commissions associated with that transaction and will be responsible for any market loss resulting from the reversal. You also agree that JPMC has the right to offset against commissions any overpayment previously made.

c. In the event an insurance carrier charges back a commission or commissions from which CIA has paid compensation to you, you agree to reimburse CIA. You hereby assign to CIA your right, title, and interest, if any, in and to any compensation received from or payable by the underwriters of any insurance products sold by you hereunder. This assignment is irrevocable regardless of termination of this Agreement.

15. APPLICABLE LAW

This Agreement will be governed by the law of the State of New York, without regard to the conflicts of law principles thereof (as permitted by law).

16. SEVERABILITY

You understand that, whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law, rule or regulation (including regulations of any applicable self-regulatory organization), you understand that such provision will be in effect only to the extent of its validity, legality or enforceability, without invalidating the remaining provisions of this Agreement, provided, however, that, notwithstanding any other provision of this Agreement, if any portion of the Agreement is held to be unenforceable, JPMC, at its option, may seek modification or severance of such portion or consider the Agreement null and void.

17. ASSIGNMENT; SUCCESSORS TO JPMC

Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of any successor or assignee of CISC, JPMC or any JPMC subsidiary, including, without limitation, any entity or entities acquiring directly or indirectly all or substantially all of the assets of JPMC whether by merger, consolidation, sale or otherwise. This Assignment by CISC or JPMC need not be in writing. This Agreement is not assignable by you.

18. MODIFICATIONS OF TERMS AND CONDITIONS

a. You understand that the terms and conditions of your employment, including those which are the subject of this Agreement, are subject to change and may be modified by JPMC at any time without prior notice to you, and that JPMC has the right to condition your continued employment upon your agreement to such modified terms and conditions.

b. No provision of this Agreement may be amended, modified or waived unless such amendment, modification, or waiver is agreed to in writing, and signed by you and by an authorized officer of JPMC. Except as otherwise specifically provided in this Agreement, no waiver by any party of any breach by the other party hereto of any provision of this Agreement to be performed by such other party shall be deemed a waiver of a subsequent breach of such provision or a waiver of a similar or dissimilar provision at the same or at any prior or subsequent time.

19. NOTICE TO PROSPECTIVE EMPLOYERS

Prior to accepting employment with any other person or entity during your employment or during the 12 months following the date of your termination, you will provide any prospective employer with written notice of provisions of section 7, 8 and 9 of this Agreement with a copy delivered simultaneously to JPMorgan Chase & Co., Head of Compliance, 270 Park Avenue, New York, New York 10017, with a copy to Head of Employment Law, JPMorgan Chase Bank, Legal Department, One Chase Manhattan Plaza, 26th Floor, New York, New York 10081. *You also agree that JPMC may provide any of your future or prospective employers with a copy of this Agreement, in whole or part, in it sole discretion.*

EMPLOYEE INITIALS: AF

20. RECITAL OF CONSIDERATION AND REASONABLENESS

You acknowledge that the terms and conditions of this Agreement incorporate and/or supplement the terms and conditions of your employment at JPMC and are reasonable and necessary to protect the valued business interests of JPMC and that you have received good and valuable consideration for entering into this Agreement.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof; all prior Agreements, representations, statements, negotiations, and undertakings are superseded hereby; provided, however, *the duties and obligations set forth in this Agreement are in addition to and do not abrogate your obligations under any other non-solicitation (or non-compete) agreement with JPMC or any of its affiliates.*

22. HEADINGS

You understand that the headings contained in this document are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

23. THIS PARAGRAPH ONLY APPLIES IF YOUR WORK LOCATION IS IN LOUSIANA.

You specifically agree that if your work location is outside of Louisiana this paragraph does not apply to you. The agreements and restrictions set forth in paragraphs 8, 9 and 10 of this Agreement shall be effective in the following parishes within the State of Louisiana in which Retail Consumer Banking Unit of JPMorgan Chase Bank, N.A. (aka Chase Bank and Chase Investment Services Corp.) does business:

Caddo	Lafourche
Bossier	Terrebonne
Ouachita	Orleans
Lincoln	Jefferson
Rapides	St. John the Baptist
St. Landry	St. Bernard
Calcasieu	St. Charles
Beauregard	St. Tammany
Lafayette	Tangipahoa
Vermilion	Ascension
Iberia	East Baton Rouge

You agree that Retail Consumer Banking (aka Chase Bank and Chase Investment Services Corp.) provides retail banking financial services and products, (including checking and savings accounts, certificates of deposit, other depository accounts, credit cards, loans and lines of credit, online bill payment, direct deposit, and other convenience products), as well as investment products and services (including insurance products) to consumer and small businesses in all the parishes listed above.

Your ELECTRONIC AFFIRMATION or SIGNATURE confirms your understanding and acceptance of all of the terms and conditions of this Agreement.

24. EMPLOYEE ACKNOWLEDGEMENT AND SIGNATURE

You acknowledge that you were made aware of this Agreement at the time that you accepted employment with the JPMC or on or about the date you accept and affirm this Agreement, whichever is applicable, and you are signing it knowingly and voluntarily and accepting or continuing employment with full understanding of its terms and conditions and you will not challenge the enforceability or terms of this Agreement.

Employee Signature: [signature]

Date: 8-9-11

Employee Name (please print):

Alex Fertz

2011-08-09 13:22 << p 6/8
2011-08-09 14:22 << 0416112216957000 p 6/8

ARBITRATION DISCLOSURE

The Form U4 contains a predispute arbitration clause. It is in Item 5 on page 4 of the Form U4. You should read that clause now. Before signing the Form U4, you should understand the following:

1. You are agreeing to arbitrate any dispute, claim or controversy that may arise between you and your firm, or a customer, or any other person, that is required to be arbitrated under the rules of the self-regulatory organizations with which you are registering. This means you are giving up the right to sue a member, customer, or another associated person in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
2. A claim alleging employment discrimination, including a sexual harassment claim, in violation of a statute is not required to be arbitrated under FINRA rules. Such a claim may be arbitrated at the FINRA only if the parties have agreed to arbitrate it, either before or after the dispute arose. The rules of other arbitration forums may be different.
3. *Consistent with current Chase policy, but subject to change, no predispute agreement to arbitrate such employment discrimination claims is sought or included in the Agreement.*
4. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
5. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
6. The arbitrators do not have to explain the reason(s) for their award.
7. The panel of arbitrators may include arbitrators who were or are affiliated with the securities industry, or public arbitrators, as provided by the rules of the arbitration forum in which a claim is filed.
8. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

ATTACHMENT A

In accordance with Paragraph 8(c) above, you understand and agree that the following list of customers fall within the scope of Paragraph 8(c) as customer relationships were able to substantiate to your Manager through documents or other suitable evidence that the relationship preceded commencement of your employment with JPMC or it predecessor:

Customer Name	Prior Relationship

All other customers whom you service or whom you become aware of during your employment with JPMC fall within the scope of Paragraphs 8(a) and 8(b).

Employee Signature: ______
Date: 8-9-11

Employee Name (please print):
Alan Feitz

Manager Signature: ______
Date: 8/9/11

Manager Name (please print):
ERIC BURROWS

2011-08-09 14:22 >> 0416112216957000 P 8/8
2011-08-09 13:23 >> P 8/8

EXHIBIT 2

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

J.P. MORGAN SECURITIES LLC,	)	
	)	**CIVIL ACTION NO.**
Plaintiff,	)	
	)	
-against-	)	
	)	
ALAN C. FEUTZ,	)	
	)	
Defendant.	)	

DECLARATION OF LEONARD WEINTRAUB IN SUPPORT OF PLAINTIFF'S EMERGENCY MOTION FOR A TEMPORARY RESTRAINING ORDER

LEONARD WEINTRAUB, under penalty of perjury, declares as follows:

1. I am admitted to practice law before the courts of the State of New York, and am a member of the firm Paduano & Weintraub LLP, co-counsel, with Cozen O'Connor, for Plaintiff J.P. Morgan Securities LLC ("JPMorgan" or "Plaintiff"). I submit this Declaration in support of Plaintiff's emergency application for a Temporary Restraining Order in aid of arbitration against defendant Alan C. Feutz ("Defendant").

2. As set forth in the accompanying Declaration of Laura A. Driver, dated July 14, 2026 (the "Driver Declaration") and Complaint, Plaintiff asserts that Defendant has solicited JPMorgan clients to transfer their accounts to him at his new firm, LPL Financial LLC ("LPL"), and has misappropriated and used confidential and proprietary information to do so. This action seeks injunctive relief against Defendant to enjoin his continued solicitation of JPMorgan clients and use of JPMorgan's confidential and proprietary information.

3. JPMorgan's Complaint expressly states that, in the absence of a temporary restraining order and preliminary injunction, the relief sought in the arbitration described below

will be rendered ineffectual, and JPMorgan will be irreparably harmed.

4. The factual background to the dispute is detailed in the Driver Declaration and Complaint. As is set forth in the Complaint, JPMorgan's dispute with Defendant is subject to mandatory arbitration before the Financial Industry Regulatory Authority ("FINRA") Dispute Resolution pursuant to the Industry Code. Plaintiff is a member firm of FINRA.

5. In connection with his status as a registered representative of JPMorgan, Defendant executed a Form U-4 Uniform Application for Securities Industry Registration or Transfer. By executing the Form U-4, Defendant agreed to submit to arbitration disputes, claims and controversies arising between himself and JPMorgan. Pursuant to Rule 13804 of the FINRA Code of Arbitration Procedure for Industry Disputes, if a party seeks temporary injunctive relief in connection with an arbitrable dispute, it must seek such relief from a court, not FINRA. A true and correct copy of Rule 13804 is attached hereto as Exhibit A.

6. JPMorgan is, concurrent with the commencement of this action, preparing and filing a Statement of Claim with FINRA Dispute Resolution naming Defendant as a respondent.

7. In the Driver Declaration and the Complaint, JPMorgan asserts that Defendant's misconduct has caused and will continue to cause it to suffer irreparable harm by inflicting: (a) present and future economic loss, both of which are incalculable at this time; (b) injury to JPMorgan's reputation and goodwill in the Illinois market; (c) loss of clients and office stability; and (d) disclosure of confidential and proprietary information. JPMorgan asserts that unless a temporary restraining order issues, Defendant will continue to solicit JPMorgan's clients and use JPMorgan's confidential and proprietary information, for his own personal gain and for the benefit of Defendant's brokerage firm, LPL, to JPMorgan's detriment. Thus, Plaintiff asserts

that it is entitled to a temporary restraining order against Defendant, until such time as the merits of this dispute are finally resolved in the mandatory FINRA arbitration.

8. On July 14, 2026, I sent a letter to James V. Garvey, Esq. of Vedder Price P.C., counsel for Defendant, via email informing him of Plaintiff's intention to seek injunctive relief against Defendant on an expedited basis in the United States District Court for the Northern District of Illinois. A true and correct copy of my July 14, 2026 email and letter is annexed hereto as Exhibit B.

9. JPMorgan asks to be heard before the Court immediately because without judicial intervention, any FINRA arbitration award that JPMorgan eventually obtains against Defendant will be ineffective because of the delays inherent in the FINRA process.

10. Plaintiff has made no prior application for this or similar relief to this Court or any other Court.

WHEREFORE, Plaintiff respectfully requests that the Court issue a temporary restraining order in the form which accompanies these papers.

Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury that the foregoing is true and correct. Executed on July 14, 2026.

Leonard Weintraub

EXHIBIT A

FINRA

13804. Temporary Injunctive Orders; Requests for Permanent Injunctive Relief

(a) Temporary Injunctive Orders

(1) In industry or clearing disputes required to be submitted to arbitration under the Code, parties may seek a temporary injunctive order from a court of competent jurisdiction. Parties to a pending arbitration may seek a temporary injunctive order from a court of competent jurisdiction even if another party has already filed a claim arising from the same dispute in arbitration pursuant to this paragraph, provided that an arbitration hearing on a request for permanent injunctive relief pursuant to paragraph (b) of this rule has not yet begun.

(2) A party seeking a temporary injunctive order from a court with respect to an industry or clearing dispute required to be submitted to arbitration under the Code must, at the same time, file with the Director a statement of claim requesting permanent injunctive and all other relief with respect to the same dispute through the Party Portal. The party seeking temporary injunctive relief must also serve the statement of claim requesting permanent injunctive and all other relief on all other parties by overnight delivery service, hand delivery, email or facsimile. Service must be made on all parties at the same time and in the same manner, unless the parties agree otherwise.

(3) After the Director has invited all relevant parties to access the Party Portal, all parties must serve and file all other documents through the Party Portal. A party obtaining a court-issued temporary injunctive order must serve the other parties and file a notice of the issuance of the order with the Director within one business day.

(b) Hearing on Request for Permanent Injunctive Relief

(1) Scheduling of Hearing

If a court issues a temporary injunctive order, an arbitration hearing on the request for permanent injunctive relief will begin within 15 days of the date the court issues the temporary injunctive order. If the 15th day falls on a Saturday, Sunday, or FINRA holiday, the 15-day period shall expire on the next business day. Unless the parties agree otherwise, a hearing lasting more than one day will be held on consecutive days when reasonably possible. The Director will provide to all parties notice of the date, time and place of the hearing at least three days prior to the beginning of the hearing.

(2) Composition of Arbitration Panel

The hearing on the request for permanent injunctive relief will be heard by a panel of three arbitrators. The composition of the panel will be determined in accordance with Rule 13402.

(3) Selection of Arbitrators and Chairperson

(A)(i) In cases in which all of the members of the panel are non-public, the Director will generate and provide to the parties a list of seven arbitrators from the FINRA roster of non-public arbitrators. The Director will send to the parties the employment history for the past 10 years for each listed arbitrator and other background information. At least three of the arbitrators listed shall be lawyers with experience litigating cases involving injunctive relief.

(ii) Each party may exercise one strike to the arbitrators on the list. Within three days of receiving the list, each party shall inform the Director which arbitrator, if any, it wishes to strike, and shall rank the remaining arbitrators in order of preference. The Director shall consolidate the parties' rankings, and shall appoint arbitrators based on the order of rankings on the consolidated list, subject to the arbitrators' availability and disqualification.

(B)(i) In cases in which the panel consists of a majority of public arbitrators, the Director will generate and provide to the parties a list of nine arbitrators from the FINRA roster of arbitrators. The Director shall send to the parties employment history for the past 10 years for each listed arbitrator and other background information. At least a majority of the arbitrators listed shall be public arbitrators, and at least four of the arbitrators listed shall be lawyers with experience litigating cases involving injunctive relief.

(ii) Each party may exercise two strikes to the arbitrators on the list. Within three days of receiving the list, each party shall inform the Director which arbitrators, if any, it wishes to strike, and shall rank the remaining arbitrators in order of preference. The Director will combine the parties' rankings, and will appoint arbitrators based on the order of rankings on the combined list, subject to the arbitrators' availability and disqualification.

(C)(i) Each party must inform the Director of its preference of chairperson of the panel by the close of business on the next business day after receiving notice of the panel members.

(ii) If the parties do not agree on a chairperson within that time, the Director shall select the chairperson. In cases in which the panel consists of a majority of public arbitrators, the Director will select a public arbitrator as chairperson. Whenever possible, the Director will select as chairperson the lawyer with experience litigating cases involving injunctive relief whom the parties have ranked the highest.

(D) The Director may exercise discretionary authority and make any decision that is consistent with the purposes of this rule and the Code to facilitate the appointment of panels and the selection of chairperson.

(4) Applicable Legal Standard

The legal standard for granting or denying a request for permanent injunctive relief is that of the state where the events upon which the request is based occurred, or as specified in an enforceable choice of law agreement between the parties.

(5) Effect of Pending Temporary Injunctive Order

Upon a full and fair presentation of the evidence from all relevant parties on the request for permanent injunctive relief, the panel may prohibit the parties from seeking an extension of any court-issued temporary injunctive order remaining in effect, or, if appropriate, order the parties jointly to move to modify or dissolve any such order. In the event that a panel's order conflicts with a pending court order, the panel's order will become effective upon expiration of the pending court order.

(6) Fees, Costs and Expenses, and Arbitrator Honorarium

(A) The parties shall jointly bear reasonable travel-related costs and expenses incurred by arbitrators who are required to travel to a hearing location other than their primary hearing location(s) in order to participate in the hearing on the request for permanent injunctive relief. The panel may reallocate such costs and expenses among the parties in the award.

(B) Each party seeking a temporary injunctive order in court pursuant to this rule must pay a non-refundable surcharge of $2,500 at the time the party files its statement of claim and request for permanent injunctive relief. In the award, the panel may decide that one or more parties must reimburse a party for part or all of the surcharge. The surcharge is in addition to all other non-refundable filing fees or costs that are required under the Code.

(C) Notwithstanding any other provision in the Code, the chairperson of the panel hearing a request for permanent injunctive relief pursuant to this rule shall receive an honorarium of $375 for each single session, and $700 for each double session, of the hearing. Each other member of the panel shall receive an honorarium of $300 for each single session, and $600 for each double session, of the hearing. The parties shall equally pay the difference between these amounts and the amounts panel members and the chairperson receive under the Code pursuant to Rule 13214. The panel may reallocate such amount among the parties in the award.

(c) Hearing on Damages or Other Relief

(1) Upon completion of the hearing on the request for permanent relief, the panel may, if necessary, set a date for any subsequent hearing on damages or other relief, which shall be held before the same panel and which shall include, but not be limited to, the same record.

(2) The parties shall jointly bear reasonable travel-related costs and expenses incurred by arbitrators who are required to travel to a hearing location other than their primary hearing location(s) in order to participate in any subsequent hearings on damages or other relief. The panel may reallocate such costs and expenses among the parties in the award.

Amended by SR-FINRA-2016-029 eff. April 3, 2017.
Amended by SR-FINRA-2008-021 eff. Dec. 15, 2008.
Adopted by SR-NASD-2004-011 eff. April 16, 2007.

Selected Notice: 07-07, 08-57, 17-03.

VERSIONS

Apr 03, 2017 onwards

EXHIBIT B

From: Len Weintraub
To: Garvey, James V.
Cc: Wermuth, Anna; Hickman, Corey; Annie Zhou
Subject: Alan Feutz
Date: Tuesday, July 14, 2026 5:53:00 PM
Attachments: Garvey letter re Feutz (7-14-26).pdf

Jim, as you know, we represent JPMorgan. Please see the attached notice letter re JPMorgan commencing an action against Alan Feutz. Len

www.pwlawyers.com

Leonard Weintraub
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Email: lw@pwlawyers.com
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1901 AVENUE OF THE STARS
SUITE 1458
LOS ANGELES, CALIFORNIA 90067
310-622-9200

July 14, 2026

VIA ELECTRONIC MAIL

James V. Garvey, Esq.
Vedder Price P.C.
222 North LaSalle Street
Chicago, Illinois 60601
jgarvey@vedderprice.com

Re: J.P. Morgan Securities LLC v. Alan C. Feutz

Dear Jim:

We represent J.P. Morgan Securities LLC ("JPMorgan"). We understand that you represent Alan C. Feutz. This letter is to give you notice that JPMorgan intends to commence an action against Mr. Feutz in the United States District Court for the Northern District of Illinois, Eastern Division, in which JPMorgan will seek a temporary restraining order and preliminary injunction against your client.

After we file, we will serve you with a copy of the papers and let you know when a Judge is assigned. JPMorgan will seek a hearing as soon as the Court can hear us on JPMorgan's request for a temporary restraining order against Mr. Feutz. JPMorgan's local counsel in Illinois is Anneliese Wermuth at Cozen O'Connor, 123 N. Wacker Drive, Suite 1800, Chicago, Illinois 60606, and her email address is awermuth@cozen.com.

If you would like to speak in advance in order to amicably resolve this matter, please contact me.

Sincerely,

Leonard Weintraub

cc: Anneliese Wermuth, Esq. (awermuth@cozen.com)