

**SUPPLEMENT No. 3 DATED 16 AUGUST 2017 TO THE
BASE PROSPECTUS DATED 26 APRIL 2017**

J.P.Morgan

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

as Issuer

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

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

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

as Issuer

**Structured Securities Programme for the issuance
of
Notes, Warrants and Certificates**

Arranger and Dealer for the Programme

J.P. Morgan

Supplement to the Base Prospectus

This supplement (the "**Supplement**") constitutes a supplement to the base prospectus dated 26 April 2017 (the "**Original Base Prospectus**") as supplemented by Supplement No. 1 dated 22 May 2017 and Supplement No. 2 dated 28 July 2017 (and the Original Base Prospectus as so supplemented, the "**Base Prospectus**"), which constitutes three base prospectuses for the purposes of Article 5.4 of Directive 2003/71/EC (as amended by Directive 2010/73 EC): (i) a base prospectus in respect of J.P. Morgan Structured Products B.V. ("**JPMSP**") (the "**JPMSP Base Prospectus**"), (ii) a base prospectus in respect of JPMorgan Chase Bank, N.A. (the "**JPMorgan Chase Bank, N.A. Base Prospectus**"), and (iii) a base prospectus in respect of JPMorgan Chase & Co. (the "**JPMorgan Chase & Co. Base Prospectus**"), in each case, prepared in connection with the issue of non-equity securities under the Structured Securities Programme for the issuance of Notes, Warrants and Certificates (the "**Programme**") by JPMSP, JPMorgan Chase Bank, N.A. and JPMorgan Chase & Co., irrevocably guaranteed in respect of Securities issued by JPMSP as to payment, delivery and other obligations by JPMorgan Chase Bank, N.A.

Status of Supplement

The Supplement is a supplement for the purposes of Article 13 of Chapter 1 of Part II of the Luxembourg Law dated 10 July 2005 and amended on 3 July 2012 on prospectuses for securities (the "**Luxembourg Law**"). On 26 April 2017, the Commission de Surveillance du Secteur Financier (the "**CSSF**") approved the Base Prospectus for the purposes of Article 7 of the Luxembourg Law. Terms defined in the Base Prospectus have the same meanings when used in this Supplement. This Supplement constitutes a supplement to, and should be read in conjunction with, the JPMSP Base Prospectus, the JPMorgan Chase Bank, N.A. Base Prospectus and the JPMorgan Chase & Co. Base Prospectus. The amendments contemplated by this Supplement are effective in respect of any Securities issued under the Programme from and including the date hereof but will not be effective in respect of any Securities issued under the Programme prior to the date hereof.

Responsibility

In relation to the JPMSP Base Prospectus and the JPMorgan Chase Bank, N.A. Base Prospectus, JPMorgan Chase Bank, N.A. accepts responsibility for the information given in this Supplement and confirms that, having taken all reasonable care to ensure that such is the case, the information contained in this Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect its import. In relation to the JPMorgan Chase & Co. Base Prospectus, JPMorgan Chase & Co. accepts responsibility for the information given in this Supplement and confirms that, having taken all reasonable care to ensure that such is the case, the information contained in this Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect its import.

Right to withdraw acceptances

In accordance with Article 13 paragraph 2 of the Luxembourg Law, investors in the European Economic Area who have already agreed to purchase or subscribe for Securities issued under the Programme before this Supplement is published have the right, exercisable within two working days after the publication of this Supplement, to withdraw their acceptances. This right is exercisable up to, and including 18 August 2017.

Information being supplemented

The Base Prospectus is hereby amended and supplemented as follows:

1. **Amendments to the Summary of the Programme**

- (a) The first paragraph under the sub-heading "Early Payment Amount" in the third column of section C.18 (*Return on Securities*) of the Summary on page 86 of the Original Base Prospectus shall be deleted and replaced with the following:

"Unscheduled early redemption: The Securities may be redeemed prior to the scheduled maturity (i) at the Issuer's option for reasons of (a) tax or (b) illegality, (ii) if the Calculation Agent determines that certain additional disruption events or adjustment events as provided in the terms and conditions of the Securities have occurred in relation to the underlying asset(s) [or that an "Extraordinary Hedge Disruption Event" has occurred [due to a sanctions event, bail-in event or currency disruption event]] or (iii) upon notice by a Holder declaring such Securities to be immediately due and payable due to the occurrence of an event of default which is continuing. In such case, the amount payable on such unscheduled early redemption shall be, for each Security, [*insert for Securities that are not New York Law Notes and do not have a Minimum Redemption Amount:* [an amount representing the fair market value of the Security determined using its internal models and methodologies by reference to such factors as the Calculation Agent may consider to be appropriate [, [and] in the case of (ii) only, ignoring the event which resulted in such early redemption [and in the case of (iii) above, disregarding any change in the creditworthiness of the Issuer [and Guarantor] since the Issue Date]]] [*insert where Early Payment Amount 2 is applicable:*, less all costs incurred by the Issuer or any of its affiliates in connection with such early redemption] [the outstanding nominal amount of such Security, including, if applicable, any accrued interest to (but excluding) the date of redemption or settlement of the Securities] [*insert for Securities which have a Minimum Payment Amount or are New York Law Notes:* provided that in the case of early redemption in the circumstances of (iii) above, the amount payable shall be [*insert for Securities which have a Minimum Redemption Amount:* the greater of (x) the monetary amount repayable at scheduled maturity which is not conditional or subject to the performance of any underlying asset or other variable and (y) [an amount representing the fair market value of the Security determined using its internal models and methodologies by reference to such factors as the Calculation Agent may consider to be appropriate (but disregarding any change in the creditworthiness of the Issuer [and Guarantor] since the Issue Date)] [*insert where Early Payment Amount 2 is applicable:*, less all costs incurred by the Issuer or any of its affiliates in connection with such early redemption.]] [*insert for Securities which are New York Law Notes or for Securities which have a Minimum Redemption Amount and Early Payment Amount 3 is applicable:* the outstanding nominal amount of such Security, including, if applicable, any accrued interest to but (excluding) the date of redemption or settlement of the Securities.]

[Save as provided above, the][The] early payment amount may be less than your initial investment and therefore you may lose some [or all] of your investment on an unscheduled early redemption."

2. Amendments to the section entitled "Risk Factors"

- (a) Risk Factor 9(b) entitled "*The 'Early Payment Amount' may be less than the original invested amount*" of the section "Risk Factors" on page 126 of the Original Base Prospectus shall be deleted in its entirety and replaced with the following:

"The 'Early Payment Amount' may be less than the original invested amount

On early redemption or termination in any of the unexpected circumstances described in Risk Factor 9(a) (*Events or circumstances leading to early redemption or termination*)

above (i.e. any circumstances other than a mandatory early redemption event or the exercise of a put or call option), you will receive (subject in the case of an occurrence of an Event of Default to claims of other creditors and the Securities having a Minimum Redemption Amount or unless otherwise provided in the applicable Issue Terms or the terms and conditions of the relevant Securities) the "Early Payment Amount" in full and final settlement of the Securities. Unless the relevant Issue Terms specifies the Early Payment Amount as "Early Payment Amount 3" or an Event of Default has occurred and the Securities are New York Law Notes, the Early Payment Amount will be an amount representing the fair market value of the Securities determined by the Calculation Agent using its internal models and methodologies by reference to such factors as the Calculation Agent may consider to be appropriate (and where "Early Payment Amount 2" is specified to be applicable in the applicable Issue Terms) adjusted to account for all costs incurred by the Issuer and/or the Hedging Entity in connection with such early redemption or settlement, including, without limitation, any costs to the Issuer and/or the Hedging Entity associated with unwinding any funding relating to the Securities, any costs associated with unwinding any related Underlying Hedge Transactions, and all other expenses related, as determined by the Calculation Agent. If the applicable Issue Terms specifies the Early Payment Amount as "Early Payment Amount 3" or the Securities are New York Notes being redeemed as a result of an Event of Default, the Early Payment Amount will be the outstanding nominal amount of the Security, including, if applicable, accrued interest to (but excluding) the date of redemption or settlement of the Securities. See Commonly Asked Question 25 (*How is the Early Payment Amount calculated?*) of the section entitled "Commonly Asked Questions" below. The Early Payment Amount may be less than the original purchase price of the Securities and you could lose some or all of your investment.";

- (b) Risk Factor 17.2 entitled "*Additional Amounts on account of withholding tax will not be payable on the Securities in certain circumstances*" of the section "Risk Factors" on pages 155 to 156 of the Original Base Prospectus shall be amended by inserting the following immediately above the last bullet beginning with the words "one or more customary exceptions" and ending with the words ""Gross-up" obligation applies:

- "• in respect of any withholding taxes imposed otherwise than by a Relevant Jurisdiction; or".

3. Amendments to the section entitled "Commonly Asked Questions"

- (a) Paragraph (a) of Commonly Asked Question 25 (*How is the Early Payment Amount calculated?*) of the section entitled "Commonly Asked Questions" beginning with the words "The Early Payment Amount is determined" and ending with the words ",without limitation:" on page 184 of the Original Base Prospectus shall be deleted in its entirety and replaced with the following:

"The Early Payment Amount is determined on the second Business Day immediately preceding the due date for the early redemption or settlement of the Securities. Save where (i) "Early Payment Amount 3" is applicable or (ii) the Securities are New York Law Notes and the Early Payment Amount is payable following an Event of Default or (iii) the terms of the Securities or the relevant Issue Terms otherwise provide, the Early Payment Amount represents the fair market value of such Securities, determined using JPMorgan Chase's internal models and methodologies by reference to such factors as the Calculation Agent may consider to be appropriate including, without limitation:";

- (b) Paragraph (c) of Commonly Asked Question 25 (*How is the Early Payment Amount calculated?*) of the section entitled "Commonly Asked Questions" on page 185 of the Original Base Prospectus shall be deleted in its entirety and replaced with the following:

"If the relevant Issue Terms specifies the Early Payment Amount as "Early Payment Amount 3" or the Securities are New York Law Notes and the Early Payment Amount is payable following an Event of Default, the Early Payment Amount shall be the outstanding nominal amount of the relevant Security, including, if applicable, any accrued interest to (but excluding) the date of redemption or settlement of the Securities."

4. Amendments to General Conditions

- (a) General Condition 15.2 entitled "*Consequences of an Event of Default*" on page 251 of the Original Base Prospectus shall be deleted in its entirety and replaced with the following:

"If an Event of Default has occurred and is continuing, (i) the Holder of any Note may give written notice to the relevant Issuer and the Relevant Programme Agent at their specified offices declaring such Note to be immediately due and payable (or in the case of Norwegian Notes, Swedish Notes and Finnish Notes, on such later date on which the relevant Notes have been transferred to the account designated by the Relevant Programme Agent and blocked for further transfer by said Agent (such date will be the first date of a closed period for the purposes of General Condition 2.1(g) (*Closed Periods in respect of Danish Notes, Norwegian Securities, Swedish Securities and Finnish Securities*)) and (ii) the Holder of any Warrant or Certificate may give written notice to the relevant Issuer and the Relevant Programme Agent at their specified offices declaring such Warrant or Certificate to be immediately due and payable, whereupon such Security shall become immediately due and payable on such date (such date, the "**Acceleration Date**") for an amount (such amount, the "**Early Payment Amount**"), which amount shall be, in respect of:

- (a) each Security that has a Minimum Redemption Amount (as defined in General Condition 31.1 (*Definitions*)) and that is not a New York Law Note, the greater of (I) the Minimum Redemption Amount and (II) Early Payment Amount 1, Early Payment Amount 2 or Early Payment Amount 3, as specified to be applicable in the relevant Issue Terms calculated in respect of the Acceleration Date provided that the Calculation Agent shall disregard any change in the credit worthiness of the relevant Issuer and Guarantor (if applicable) since the Issue Date of the Securities in its determination of such amount;
- (b) each Security that is a New York Law Note (irrespective of whether such Security has a Minimum Redemption Amount), Early Payment Amount 3 (as defined in General Condition 31.1 (*Definitions*)); and
- (c) each Security that is not a New York Law Note or a Security that has a Minimum Redemption Amount, Early Payment Amount 1, Early Payment Amount 2 or Early Payment Amount 3, as specified to be applicable in the relevant Issue Terms calculated in respect of the Acceleration Date provided that the Calculation Agent shall disregard any change in the credit worthiness of the relevant Issuer and Guarantor (if applicable) since the Issue Date of the Securities in its determination of such amount,

unless the Event of Default shall have been cured by the Issuer or waived by the Holders prior to receipt of such notice by the Issuer and the Relevant Programme Agent."

- (b) General Condition 18.2 entitled "*Circumstances in which Additional Amounts will not be paid*" on pages 254 to 256 of the Original Base Prospectus shall be amended by:
- (i) deleting sub-sections (n) and (o) thereof and replacing them, respectively with the following:

of a Determinable Amount, as described in the first sentence hereof) will be determined by the Calculation Agent at the time of issuance of the Securities on the Issue Date, and shall be unaffected by any subsequent default, adjustment, postponement or other event in relation to the Securities or the payment obligations of the Issuer under the Securities which was not in effect and not known at the time of issuance of the Securities on the Issue Date (or in the case of any subsequent Tranche of a Series, the Issue Date of the original Tranche of that Series), save that any subsequent amendment to the Conditions pertaining to the Minimum Redemption Amount portion (if any) of the Redemption Amount, Final Redemption Amount or Security Redemption Amount (as applicable) will amend the "Minimum Redemption Amount" accordingly.

For such purpose, "**Scheduled Product Repayment Date**" means (i) in the case of Notes, the date specified as the Maturity Date in the applicable Issue Terms and (ii) in the case of Certificates, the date specified as the Redemption Date in the applicable Issue Terms, in each case without regard to (a) any other earlier date which may become the "Maturity Date" or the "Redemption Date" on the occurrence of a certain event as set out in the relevant definition and (b) any potential adjustment to such date for any reason under the Conditions.";

"**Relevant Change of Law**" means as a result of

- (I) any action taken by a Relevant Source Jurisdiction or any political subdivision or any authority thereof or therein having power to tax or brought in a court of competent jurisdiction on or after the Issue Date; or
- (II) the proposal, adoption, finalisation or expiration of any laws, regulations, or administrative guidance (including, due to the mere passage of time) of a Relevant Source Jurisdiction or any political subdivision or any authority thereof or therein having power to tax, or any change in, or amendment to (or proposed change or amendment to), proposed or final laws, regulations, or administrative guidance, or any change in the application or official interpretation of proposed or final laws, regulations or administrative guidance (including by inaction, such as the failure to finalise proposed regulations or administrative guidance, or due to the mere passage of time), which proposal, adoption, finalisation, expiration, change or amendment becomes effective on or after the Issue Date or with respect to payments made on or after the Issue Date;

a payment becoming subject to Relevant Source Jurisdiction withholding.";

"**Relevant Incorporation Jurisdiction**" means the country (or any political subdivision or taxing authority thereof or therein) in which the Issuer or the Guarantor (as applicable) is organised or incorporated.";

"**Relevant Source Jurisdiction**" means the country (or any political subdivision or taxing authority thereof or therein) in which payments of any present or future tax, assessment or other governmental charge of whatever nature are regarded as being sourced otherwise than by virtue of being a Relevant Incorporation Jurisdiction.".

5. Amendments to the Form of Final Terms

- (a) Line item 33(iii)(c) of the Form of Final Terms on page 508 of the Original Base Prospectus is deleted in its entirety and replaced with the following:

"(c) t: [The amount set forth in the Coupon Payment Table in the column entitled "t" in

the row corresponding to the Coupon Payment Date]/[In respect of a Coupon Payment Date, the number of Coupon Payment Dates falling in the period commencing on, but excluding, the Issue Date and ending on, and including, such Coupon Payment Date]".

6. Amendments to the Form of Pricing Supplement

- (a) Line item 33(iii)(c) of the Form of Pricing Supplement on page 596 of the Original Base Prospectus is deleted in its entirety and replaced with the following:

"(c) t: [The amount set forth in the Coupon Payment Table in the column entitled "t" in the row corresponding to the Coupon Payment Date]/[In respect of a Coupon Payment Date, the number of Coupon Payment Dates falling in the period commencing on, but excluding, the Issue Date and ending on, and including, such Coupon Payment Date]".

General

To the extent that there is any inconsistency between (a) any statement in this Supplement and (b) any other statement in or incorporated by reference into the Base Prospectus, the statements in (a) above will prevail.

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