

The Vision Plan

The Vision Plan is designed to provide you and your family with access to vision care coverage protection. The plan helps you pay for covered vision expenses, such as eye exams, prescription glasses (lenses and frame), and contact lenses.

This section will provide you with a better understanding of how your Vision Plan coverage works, including how and when benefits are paid.

| Questions? | To Access the Benefits Web Center: |
|--|--|
| <p>Contact the Benefits Call Center through accessHR:</p> <ul style="list-style-type: none"> • 1-877-JPMChase (1-877-576-2427) • <i>Quick Path:</i> Enter your Standard ID or Social Security number; press 1; enter your PIN; press 1 • TDD: 1-800-719-9980 <p>If calling from outside the United States:</p> <ul style="list-style-type: none"> • 1-212-552-5100 (GDP# 352-5100) <p>Service Representatives are available from 8 a.m. to 7 p.m., Eastern Time, Monday through Friday except certain U.S. holidays.</p> | <p><i>From Work:</i> Go to Company Home > My Rewards @ Work</p> <p><i>From Home:</i> Go to www .MyRewardsAtWork.com via the Internet</p> |

Update: Your Guide to Benefits at JPMorgan Chase

This document modifies and changes any summary plan descriptions previously distributed to you. The U.S. Department of Labor requires JPMorgan Chase to routinely provide benefits plan summaries to plan participants. Please retain this information for your records.

This document does not include all of the details contained in the applicable insurance contracts, plan documents, and trust agreements. If there is a discrepancy between the official plan documents and this summary, the official plan documents will govern.

Be sure to read the "About This Guide" section and the "Plan Administration" section for more important details about the plan and this description, and for references to the official plan documents that contain the full specifics about the plan.

| Table of Contents | Page |
|--|-----------|
| Important Terms | 3 |
| Some Quick Facts | 6 |
| How the Vision Plan Works | 7 |
| Eligibility | 7 |
| Coverage Categories | 8 |
| Your Eligible Dependents | 8 |
| Cost of Coverage | 8 |
| How to Enroll..... | 9 |
| If You Do <i>Not</i> Enroll | 10 |
| When Coverage Begins | 10 |
| HIPAA Special Enrollment Rights | 10 |
| Qualified Change in Status | 12 |
| What <i>Is</i> Covered | 14 |
| What <i>Is Not</i> Covered | 16 |
| Limitations and Exclusions..... | 16 |
| Other Limitations | 16 |
| If You Are Covered by More Than One Vision Plan | 17 |
| Non-Duplication of Benefits | 17 |
| Determining Primary Coverage..... | 17 |
| Medical Support Orders | 18 |
| Claiming Benefits | 19 |
| How to File Claims | 19 |
| Where to Submit Claims | 20 |
| Appealing Claims | 20 |
| Additional Plan Information | 21 |
| If Your Situation Changes | 22 |
| When Coverage Ends | 25 |
| Continuing Coverage Under COBRA..... | 25 |
| Right to Amend | 26 |

The JPMorgan Chase Benefits Program is available to most full-time and part-time U.S. dollar-paid salaried employees who are regularly scheduled to work 20 hours or more a week and who are employed by JPMorgan Chase & Co. or one of its subsidiaries to the extent that such subsidiary has adopted the JPMorgan Chase Benefits Program. This information does not include all of the details contained in the applicable insurance contracts, plan documents, and trust agreements. If there is any discrepancy between this information and the governing documents, the governing documents will control. JPMorgan Chase & Co. expressly reserves the right to amend, modify, reduce, change, or terminate its benefits and plans at any time. The JPMorgan Chase Benefits Program does not create a contract or guarantee of employment between JPMorgan Chase and any individual. JPMorgan Chase or you may terminate the employment relationship without notice at any time.

Important Terms

As you read this summary of the JPMorgan Chase Vision Plan, you'll come across some important terms related to the plan. To help you better understand the plan, many of those important terms are defined here.

| Terms | Definition |
|--|--|
| Before-Tax Contributions | <p>Contributions that are from your pay before federal (and, in most cases, state and local) taxes are withheld. Before-tax dollars are also generally taken from your pay before Social Security taxes are withheld. This lowers your taxable income and your income tax liability. This reduction to taxable income will not affect any other pay-related benefits, such as basic life insurance, long-term disability insurance, and your Retirement Plan benefits. So, your other benefits will continue to be based on your full, unreduced benefits pay.</p> <p>Keep in mind that before-tax contributions do not count as earnings for Social Security purposes. Therefore, your future Social Security benefit could be slightly reduced if your total earnings for the year are less than the Social Security wage base (\$94,200 in 2006). However, this reduction is nominal and may be outweighed by the immediate tax savings resulting from using before-tax dollars to pay for your benefits</p> |
| Claims Administrator | <p>The company, or its affiliate, that provides certain claims administration services for the Vision Plan.</p> |
| Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA) | <p>A federal law that allows you and/or your covered dependents to continue Vision Plan coverage on an after-tax basis (under certain circumstances) when coverage would otherwise have ended. The "Plan Administration" section of this Guide provides details on COBRA coverage.</p> |
| Coordination of Benefits | <p>The rules that determine how benefits are paid when a patient is covered by more than one group plan. Rules include:</p> <ul style="list-style-type: none"> • Which plan assumes primary liability; • The obligations of the secondary claims administrator or claims payer; and • How the two plans ensure that the patient is not reimbursed for more than the actual charges incurred. <p>In general, the following coordination of benefits rules apply:</p> <ul style="list-style-type: none"> • As a JPMorgan Chase employee, your JPMorgan Chase coverage is considered primary for you. • For your spouse/domestic partner, extended family member, or dependent child covered as an active employee of another employer, that employer's coverage is considered primary for him or her. • For children covered as dependents under two plans, the primary plan is the plan of the parent whose birthday falls earlier in the year (based on month and day only, not year). <p>Specific rules may vary, depending on whether the patient is an employee in active status (or the dependent of an employee). These rules do not apply to any private insurance you may have.</p> |

(continued on next page)

| Terms | Definition |
|---|---|
| Copay or Copayment | The amount you pay toward certain vision care services under the Vision Plan when you receive your care from an EyeMed network provider. For example, when you visit a network provider, you will be required to pay a \$10 copayment for an eye exam. |
| Covered Services | Vision procedures that are generally reimbursable by the JPMorgan Chase Vision Plan. While the plan provides coverage for numerous services and supplies, there are limitations on what's covered. For example, contact lenses are not covered under the Vision Plan in the same year you receive benefits for frames and eyeglass lenses. So, while a service or supply may be necessary, it may not be covered under the JPMorgan Chase Vision Plan. Please see "What Is Covered" on page 14 and "What Is Not Covered" on page 16 for more details. |
| Eligible Dependents | Under the Vision Plan, your eligible dependents can include your spouse, a qualified adult dependent (including a domestic partner or an extended family member), and your dependent children. Please see "Your Eligible Dependents" in the "Medical Plan" section of this Guide for more information. |
| EyeMed | EyeMed Vision Care. The claims administrator for the JPMorgan Chase Vision Plan. |
| EyeMed Network Provider/Non-Network Provider | Terms referring to whether a covered service is performed by a provider who is part of the network associated with the Vision Plan ("network provider") or by a provider who is not part of the network ("non-network provider"). When a service is performed through an EyeMed network provider, benefits are paid at a higher level than they are when a service is performed through a non-network provider. |
| Non-Duplication of Benefits | The Vision Plan does not allow for duplication of benefits. If you and your eligible dependents are covered under more than one group plan, the primary plan (the one responsible for paying benefits first) needs to be determined. You are entitled to receive benefits up to what you would have received under the Vision Plan if it were your only source of coverage, but not in excess of that amount. If you have other coverage that is primary to the Vision Plan, the claims administrator will reduce the amount of coverage that you would otherwise receive under this plan by any amount you receive from your primary coverage. Please see the definition of "coordination of benefits" in this section for more information. |
| Qualified Change in Status | <p>The JPMorgan Chase benefits you elect during each annual benefits enrollment period will generally stay in effect throughout the plan year, unless you elect otherwise due to a qualified change in status (such as marriage, divorce, the birth or adoption of a child, etc.) within 31 days of the event.</p> <p>Please Note: Any changes you make during the year must be consistent with your qualified change in status. Please see "Qualified Change in Status" on page 12 for more information.</p> |

Some Quick Facts

| | |
|----------------------------|---|
| Your Choices | <p>The JPMorgan Chase Vision Plan lets you choose to receive eye care from an EyeMed network provider or non-network provider each time you need vision services. You will generally pay less for your eye care when you use an EyeMed network provider for two reasons:</p> <ul style="list-style-type: none">• EyeMed network provider eye care is generally covered at a higher percent with lower annual copayments than through a non-network provider; and• EyeMed network providers have agreed to charge negotiated fees for their services when treating JPMorgan Chase Vision Plan participants. |
| Coverage Categories | <p>Your coverage level is based on the dependents you enroll, as shown below:</p> <ul style="list-style-type: none">• Employee Only;• Employee Plus Adult;• Employee Plus Child(ren); or• Employee Plus Adult Plus Child(ren) |
| Covered Services | <p>Covered services include all of the following:</p> <ul style="list-style-type: none">• Eye exams;• Lenses;• Frames; and• Contact lenses. |

How the Vision Plan Works

The Vision Plan gives you access to a nationwide network of private practice optometrists, ophthalmologists, and optical retailers who provide exceptional eye care. (Optical retailers include LensCrafters®, Sears Optical, Target Optical, and most Pearle Vision locations.) Each time you need vision care:

- You can go to any EyeMed network provider—a provider who was selected by EyeMed and who participates in the EyeMed network. When you use an EyeMed network provider, you receive a higher level of benefits, and your out-of-pocket expenses are lower.
- You can go to any non-network provider—a licensed eye care professional who doesn't participate in the EyeMed network. When you use a provider who doesn't participate in the network, you receive a lower level of benefit, and your out-of-pocket expenses are higher.

Whether you see an EyeMed network provider or a non-network provider, the plan covers a range of vision care services and eyewear, including eye exams, frames and lenses, and contact lenses.

Keep in mind that you always have the freedom to choose your eye care provider and the services you receive, regardless of what the plan covers or pays but you're responsible for the costs.

The general guidelines for participating in the JPMorgan Chase Vision Plan are described in this section.

Eligibility

Your participation in the JPMorgan Chase Vision Plan is optional. In general, you are eligible to participate if you are:

- A U.S. dollar-paid employee who receives salary or earns draw, commissions, or production overrides (“salaried employee”);
- Regularly scheduled to work 20 or more hours per week; and
- Employed by JPMorgan Chase & Co. or one of its subsidiaries to the extent that such subsidiary has adopted the plan.

Please Note: An individual classified or employed in a work status other than as a common law salaried employee by his/her employer, such as an:

- Independent contractor/agent (or its employee),
- Hourly-paid employee,
- Intern, and/or
- Occasional/seasonal, leased, or temporary employee,

is not eligible to participate in the plan regardless of whether an administrative or judicial proceeding subsequently determines this individual to have instead been a common law salaried employee.

Coverage Categories

When you enroll in the Vision Plan, your coverage level is based on the dependents you enroll and includes the following coverage categories:

- Employee Only;
- Employee Plus Adult;
- Employee Plus Child(ren); and
- Employee Plus Adult Plus Child(ren).

Your Eligible Dependents

In addition to covering yourself under the Vision Plan, you can also cover the same eligible dependents as defined in the “Medical Plan” section of this Guide. For details about your eligible dependents, please see “Your Eligible Dependents” in the “Medical Plan” section of this Guide.

Dependent Age Exceptions

The dependent eligibility guidelines described in the “Medical Plan” section of this Guide may be superseded by state mandates that govern minimum eligibility requirements within a particular state. If you are enrolled in the Vision Plan in one of these states, the state mandates will govern the eligibility rules for dependents.

Current exceptions to the JPMorgan Chase eligibility rules are noted below:

- Florida: End of the year in which a dependent turns 25, regardless of full-time student status.
- Texas: End of the month in which a dependent turns 25, regardless of full-time student status.
- Utah: End of the month in which a dependent turns 26, regardless of full-time student status.
- For all other states, the maximum age is 23.

An Important Note on Dependent Coverage

If your spouse (or qualified adult dependent) is also employed by JPMorgan Chase, he or she can be covered as an employee or as your dependent, but not as both. If you want to cover your eligible dependent children, you or your spouse/qualified adult dependent (but not both of you) can choose to provide this coverage.

Cost of Coverage

You pay the entire cost for vision coverage with before-tax contributions. Your cost for coverage depends on the number of dependents you cover. (Please see “When Coverage Begins” on page 10 for more information.) Each year, your annual benefits enrollment materials will show the cost under each of the coverage categories.

Your contributions toward the cost of coverage start when your coverage begins. Your contributions are automatically deducted from your pay in equal installments (unless retroactive payments are required).

If you have coverage but are away from work because of an unpaid sickness or leave of absence, you will be billed by JPMorgan Chase for any required contributions on an after-tax basis.

If you become totally and permanently disabled and are eligible for benefits from the Long-Term Disability Plan, you’re treated as having “benefits eligible” status for certain benefits. In the case of the Vision Plan, you’ll be eligible to continue coverage while receiving benefits from the Long-Term Disability Plan. You will be billed by JPMorgan Chase for any required contributions on an after-tax basis.

How to Enroll

Participation in the Vision Plan is optional.

| If You: | What You Need to Do to Enroll: |
|---|---|
| Are an Employee | <p>During an annual benefits enrollment period, you can make your elections through the Benefits Web Center via My Rewards @ Work or via the Benefits Call Center. At the beginning of each enrollment period, you'll receive instructions on how to enroll.</p> <p>You'll also receive information about the cost of coverage at that time. You need to review this information carefully and decide whether or not to enroll. You can't change your election during the year unless you have a qualified change in status. Please see "Qualified Change in Status" on page 12 for more information.</p> |
| Are a Newly Hired Employee | <p>If you've just joined JPMorgan Chase and are enrolling for the first time, you need to make your choices through the Benefits Web Center via My Rewards @ Work or via the Benefits Call Center within 31 days of your date of hire if you are a full-time employee, and within 31 days prior to becoming eligible if you are a part-time employee. Part-time employees will receive their enrollment materials within 31 days prior to becoming eligible and can enroll at that time. You can access your benefits enrollment materials online via Company Home > HR & Personal > Pay & Benefits > Enrollment Materials. (In most cases, a copy of these materials will also be sent to you via interoffice mail. However, you do not need to wait for these materials to arrive to make your enrollment elections online.)</p> |
| Have a Change in Work Status or Qualified Change in Status | <p>If you're enrolling during the year because you're a newly eligible employee due to a work status change or you have a qualified change in status, you'll have 31 days from the date of the change in status to make your new choices through the Benefits Web Center via My Rewards @ Work or via the Benefits Call Center and speaking with a Service Representative. Please see "Qualified Change in Status" on page 12 for more information.</p> |

Selecting an EyeMed Network Provider

If you decide to enroll in the Vision Plan and want to use an EyeMed network provider, remember you can choose a different provider for yourself and each covered dependent.

You can easily check which providers participate in the EyeMed network by using the Enrollment Decision Toolkit on the Benefits Web Center via My Rewards @ Work.

You may also request a provider directory directly from EyeMed.

If You Do Not Enroll

| If You: | What Happens If You Do Not Enroll: |
|---|---|
| Are an Employee | If you're already participating in the Vision Plan and do not change your elections or cancel coverage during the annual benefits enrollment period, you'll keep the same coverage for the following plan year that you had before the annual benefits enrollment period (if available) or you will be assigned coverage by JPMorgan Chase. However, you'll be subject to any changes in the plan and coverage costs. |
| Are a Newly Hired or Newly Eligible Employee | If you're a new hire or newly eligible employee and do not enroll within the designated 31-day eligibility period, you won't be able to choose vision coverage until the next annual benefits enrollment period unless you have a qualified change in status. Please see "Qualified Change in Status" on page 12 for more information. |
| Have a Qualified Change in Status | If you have a qualified change in status that allows you to enroll in the Vision Plan mid-year and you do not enroll within the designated 31-day period, you won't be able to choose vision coverage until the next annual benefits enrollment period. Please see "Qualified Change in Status" on page 12 for more information. |

When Coverage Begins

| If You: | When the Coverage You Elect Begins: |
|---|---|
| Are an Employee | The coverage you elect during the annual benefits enrollment period takes effect the beginning of the following plan year (January 1). |
| Are a Newly Hired or Newly Eligible Employee | <p>The coverage you elect as a new hire takes effect as follows:</p> <ul style="list-style-type: none"> • If you are a full-time employee, coverage begins on the first of the month following your date of hire. • If you are a part-time employee regularly scheduled to work at least 20 but less than 40 hours per week, coverage begins the first of the month following 90 days from your date of hire. |
| Have a Change in Work Status or Qualified Change in Status | The coverage you elect as a result of a qualified change in status (such as marriage, divorce, or the birth or adoption of a child) or work status change (such as adjustment to your regularly scheduled work hours that results in a change in eligibility) will take effect as of the day of the qualifying event, if you have already met the plan's eligibility requirements. |

HIPAA Special Enrollment Rights

The Health Insurance Portability and Accountability Act (HIPAA) is a federal law that provides special enrollment rights to employees and eligible dependents who decline coverage under the Vision Plan because they have other vision coverage. HIPAA's special enrollment rights apply in certain cases where you and/or your dependents decline Vision Plan coverage because you have vision coverage through another source — and then lose that coverage. These rights also apply if you acquire an eligible dependent.

If you or your eligible dependent declined coverage under the Vision Plan, you may enroll for vision coverage within 31 days of one of the following events:

- You and/or your eligible dependents lose other group vision coverage because you no longer meet the eligibility requirements (due to legal separation, divorce, death, termination of employment, or reduced work hours);
- If you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption. If you are eligible for coverage but do not enroll, your dependents cannot enroll;
- Employer contributions for other group coverage available to you ends; or
- Other group coverage was provided under the Consolidated Omnibus Budget Reconciliation Act (COBRA) and the COBRA coverage period ends.

If you qualify for this HIPAA special enrollment, your coverage under the Vision Plan will begin on the date of the event provided you enroll and pay the required contributions.

If the Vision Plan receives a judgment, decree, or order — including a Qualified Medical Child Support Order (QMCSO) — requiring the plan to provide health coverage to your child or foster child who is your dependent, the Vision Plan will automatically change your vision benefit elections to provide coverage for the child. In the case of a child whom you are required to cover pursuant to a QMCSO, coverage will begin on the date specified in the order, or if none is specified, the date of the order. You may decrease your coverage for that child, if the court order requires the child's other parent to provide coverage and your spouse's or former spouse's plan actually provides that coverage. You also may make other corresponding changes to your benefit elections under the Vision Plan, to the extent permitted by the Internal Revenue Code (IRC) and the Vision Plan. (Please see "Medical Support Orders" on page 18 for more information.)

HIPAA Privacy Rights and Protected Health Information

JPMorgan Chase is committed to maintaining the highest level of privacy and discretion regarding your personal compensation and benefits information. However, federal legislation under the Health Insurance Portability and Accountability Act (HIPAA) now legally requires employers — like JPMorgan Chase — to specifically communicate how certain "protected health information" under employee and retiree health care plans may be used and disclosed, as well as how plan participants can get access to their protected health information.

JPMorgan Chase may only use and disclose protected health information received from the Vision Plan claims administrator in ways that are permitted by, required by, and consistent with HIPAA privacy regulations.

For details about HIPAA privacy regulations and your rights with regard to this information, please see "HIPAA Special Enrollment Rights" on page 10 of this Guide.

Qualified Change in Status

The Vision Plan elections you make during the annual benefits enrollment period will stay in effect through the following plan year (or the current plan year if you enroll during the year as a newly eligible employee). However, you may be permitted to change your elections before the next annual benefits enrollment period if you have a qualified change in status. **Please Note:** Any changes you make during the year must be consistent with your qualified change in status.

If you have a qualified change in status and want to change your elections, please see the **Benefits Status Change Guide** available on Company Home > HR & Personal > Pay & Benefits, which includes details on how to make changes. This Guide is also available on request through the Benefits Call Center. You need to enroll through the Benefits Web Center via My Rewards @ Work or via the Benefits Call Center within 31 days of the qualifying event. Otherwise, you will not be able to make the change in coverage until the following annual benefits enrollment period. **Please Note:** Documentation of eligibility isn't always required when you enroll but may be requested at any time by JPMorgan Chase or the claims administrator. Your changes will take effect as of the day of the qualifying event.

If you have questions during the year about qualifying events and what the allowed benefit changes are, please visit the Benefits Web Center via My Rewards @ Work, or contact the Benefits Call Center and speak with a Service Representative.

Qualified changes in status for eligible dependents under the Vision Plan are listed in the following table.

Important Note for Expatriate Employees

If you are a non-U.S. home-based expatriate assigned to the United States, coverage under the Vision Plan will automatically end on the last day of the month in which your assignment ends. If you are a U.S. home-based expatriate, coverage under the Vision Plan will continue for the remainder of the year.

Qualified Change in Status

| Event | Vision Plan Changes |
|--|---|
| Spouse and Children | |
| You get married | Add coverage for you and/or your eligible dependents |
| You have, adopt, or obtain legal guardianship of a child* | Add coverage for you and/or your eligible dependents |
| You and/or your covered dependents gain other benefits coverage* | Cancel coverage for you and/or your covered dependents who have gained other coverage |
| You and/or your eligible dependents lose other benefits coverage* | Add coverage for you and/or your eligible dependents who have lost other coverage |
| You get legally separated or divorced | Cancel coverage for your former spouse and/or dependent children who are no longer eligible |
| A covered family member dies* | Cancel coverage for your deceased dependent and any other dependents who are no longer eligible |
| A dependent child is no longer eligible for coverage* | Cancel coverage for your dependent child |
| Qualified Adult Dependents — Domestic Partner | |
| You add a newly eligible domestic partner | Add coverage for you, your domestic partner, and any eligible dependent children |
| You end a domestic partner relationship | Cancel coverage for your domestic partner and your domestic partner's eligible dependent children |
| Qualified Adult Dependents — Extended Family Members | |
| You add an extended family member (for example: an individual meets the definition of an extended family member) | Add coverage for you, your extended family member, and any eligible dependent children not previously covered |
| You drop an extended family member (for example: an extended family member gains other benefits coverage) | Cancel coverage for your extended family member |
| An extended family member dies | Cancel coverage for your extended family member |

* Also applies to a domestic partner relationship.

What Is Covered

The Vision Plan covers a variety of services. The way benefits are paid depends on whether you receive your eye care from an EyeMed network provider or a non-network provider. The following chart shows how the Vision Plan pays benefits:

How the Vision Plan Pays Benefits

| Care and Service | In-Network Allowance | Non-Network Allowance |
|--|--|-------------------------|
| Exam* (A complete initial vision analysis, which includes a comprehensive visual exam, including the prescription for corrective eyewear, if necessary) | 100% after \$10 copayment | Reimbursed up to \$35 |
| Single vision lenses* (Lenses having one part that corrects for either near vision or distant vision) | 100% after \$10 copayment | Reimbursed up to \$25** |
| Bifocal vision lenses* (Lined lenses having one part that corrects for near vision, one for distant vision) | 100% after \$10 copayment | Reimbursed up to \$40** |
| Trifocal lenses* (Lined lenses having one part that corrects for near vision, one for intermediate vision, and one for distant vision) | 100% after \$10 copayment | Reimbursed up to \$55** |
| Lenticular lenses* (Lenses designed to reduce weight and thickness, primarily used for post-cataract lenses) | Not Covered | Not Covered |
| Frames* (the supporting structure of a pair of glasses that holds the lenses in place) | \$130 allowance (a wide selection of frames are covered in full) plus 20% off balance over \$130 | Reimbursed up to \$45 |
| Covered lens options* | | |
| • Standard Polycarbonate lenses | 100% | Not applicable |
| • Tints (Solid or Gradient) | 100% | Not applicable |
| • Standard Scratch Resistance | 100% | Not applicable |
| Contact lenses and contact lens exam (evaluation and fitting)* Please Note: If you choose contacts, you won't be eligible to receive lenses and a frame as a covered benefit during the same calendar year. | | |
| • Medically necessary (as determined by the claims administrator) | 100% | Reimbursed up to \$210 |
| • Conventional | \$120 allowance plus 15% off amount over allowance | Reimbursed up to \$120 |
| • Disposable | \$120 allowance | Reimbursed up to \$120 |
| • Laser vision correction: LASIK or PRK | 15% off retail price or 5% off promotional prices, whichever is lower | Not covered |

* Limited to once per calendar year per covered individual.

** Non-network provider allowance is for two lenses. If only one lens is needed, allowance will be one-half the stated amount.

Other discounts for eyewear are available at network providers.

- Complete pairs of prescription glasses (lenses and frames) are available at a 40% discount once plan benefit has been used;
- Conventional contact lenses are available at a 15% discount once the plan benefit has been used; and
- Discounted pricing on lens options, and a 20% discount on items not covered under the plan (not including EyeMed providers' professional services or contact lenses).

When you visit an EyeMed network provider, the plan may provide certain benefits if you have severe vision problems that are not correctable with regular lenses. To receive benefits, your provider must complete and submit a Low Vision Authorization Form from EyeMed.

The following chart shows how the Vision Plan pays benefits for low vision:

| Care and Service | Benefits Paid |
|---|--|
| Low vision aids approved by the claims administrator | 75%, up to a \$1,000 maximum every two years* |
| Supplementary testing approved by the claims administrator (a complete low vision analysis and diagnosis which provides a comprehensive vision exam, including the prescription of corrective eyewear or other vision aids) | \$10 copay for authorized EyeMed benefits once every calendar year |

* You are responsible for paying 25% of the cost for approved low vision aids in addition to any amount over the maximum.

What Is *Not* Covered

While the JPMorgan Chase Vision Plan covers a variety of vision services, the expenses listed below are not covered by the Vision Plan. This list of excluded services may change at any time.

- Any costs that exceed the allowance;
- Progressive (no-line) multifocal lenses;
- Special lens coatings or laminations;
- Special or designer frames or oversized lenses; and
- Surgical procedures.

Limitations and Exclusions

- Orthoptic or vision training, subnormal vision aids, and any associated supplemental testing;
- Aniseikonic lenses;
- Medical and/or surgical treatment of the eye, eyes, or supporting structures;
- Corrective eyewear required by an employer as a condition of employment, and safety eyewear unless specifically covered under the plan;
- Services provided as a result of any workers' compensation law;
- Plano non-prescription lenses (except for 20% discount);
- Two pairs of glasses in lieu of bifocals; and
- Certain frames in which the manufacturer imposes a no discount policy.

Other Limitations

If you choose contact lenses, you will not be eligible to receive prescription lenses and a frame as a covered benefit during the same calendar year. Benefits paid are subject to certain limitations and maximums set by the claims administrator. You are responsible for paying the cost of any optional items or services not covered by the Vision Plan. You are also responsible for payment of any applicable sales tax.

If You Are Covered by More Than One Vision Plan

The JPMorgan Chase Vision Plan has a provision to ensure that payments from all of your group vision plans don't exceed the amount the JPMorgan Chase Vision Plan would pay if it were your only coverage. The following rules do not apply to any private, personal insurance you may have.

Non-Duplication of Benefits

The JPMorgan Chase Vision Plan does not allow for duplication of benefits. If you and your eligible dependents are covered under more than one group plan, the primary plan (the one responsible for paying benefits first) needs to be determined. The non-duplication provisions of the Vision Plan will ensure that, in total, you receive benefits up to what you would have received with the Vision Plan as your only source of coverage (but not in excess of that amount), based on the primary carrier's allowable amount. A summary of coordination of benefits rules (i.e., how JPMorgan Chase coordinates coverage with another group plan to ensure non-duplication of benefits) is provided below. If you have questions, please contact your claims administrator for help.

Determining Primary Coverage

To determine which vision plan pays first as the primary plan, here are some general guidelines:

- As an active JPMorgan Chase employee, the Vision Plan will be primary for you and consider claims for your vision expenses first.
- If your covered dependent has a claim, the plan covering your dependent as an employee will be considered primary to this plan.
- If your claim is for a covered dependent child, the plan covering the parent who has the earlier birthday in a calendar year will be considered primary. In the event of divorce or legal separation, and in the absence of a qualified medical child support order, the plan covering the parent with court-decreed financial responsibility will be considered primary for the covered dependent child. If there is no court decree, the plan of the parent who has custody of the covered dependent child will be considered primary for the covered dependent child. (Please see "Medical Support Orders" on page 18 for more information on a qualified medical child support order.)
- If your other vision plan doesn't have a coordination of benefits provision, that plan will be considered primary and will pay first for you and your covered dependents.
- If payment responsibilities are still unresolved, the plan that has covered the claimant the longest pays first.

After it's determined which plan is primary, you'll need to submit your initial claim to that plan.

After the primary plan pays benefits (up to the limits of its coverage), you can then submit the claim to the other plan (the secondary plan) to consider your claim for any unpaid amounts. You'll need to include a copy of the written Explanation of Benefits (EOB) from your primary plan.

Medical Support Orders

The Vision Plan recognizes medical support orders that satisfy certain legal requirements. Medical support orders are orders issued by a court of competent jurisdiction or issued through a state administrative process or state government and, with respect to a child of an employee, provide for health care coverage or enforce a law related to medical child support. If the order satisfies the plan's procedural requirements and certain legal requirements, then the child will be enrolled for coverage. A participant or beneficiary may obtain a description of the procedures governing medical support order determinations, without charge, from the claims administrator.

Claiming Benefits

The following explains when and how to file claims for vision expenses. For more information on your rights with respect to claims, please see the “Plan Administration” section of this Guide.

How to File Claims

Rules regarding claims depend on whether you receive your eye care from an EyeMed network provider or a non-network provider, as shown below:

| | |
|---|---|
| EyeMed Network Provider Benefits | You do not have to file a claim form. |
| Non-Network Provider Benefits | You must file a claim form. You can receive reimbursement up to specific dollar amounts for annual exams and eyewear if you see a non-network provider. You first pay the provider the full cost for services rendered and/or eyewear purchased, and then submit a claim form to EyeMed Vision Care. Please see “Where to Submit Claims” on page 20 for your claim administrator’s phone and address information. |

To have your claim considered for benefits, you need to file your claim by December 31 of the year following the year in which the expenses were incurred. If you fail to meet this deadline, your claim will be denied. Be sure to attach itemized bills or receipts to your claim form, and keep copies for your records.

Your claim must include your receipts showing:

- An itemized listing of the services received;
- The non-network provider’s name, address, and phone number;
- The covered member’s name, address, and phone number;
- The covered member’s Social Security number or member identification number;
- The group name (JPMorgan Chase);
- The patient’s name, date of birth, address, and phone number; and
- The patient’s relationship to the covered member (such as self, spouse, child, etc.).

Separate claim forms must be submitted for each family member for whom a claim is made. After you submit a claim, you will receive a written explanation of how the benefit was paid.

Where to Submit Claims

The claims administrator's contact information for the Vision Plan is listed in the following table:

| Claims Administrator's Contact Information | |
|--|--|
| EyeMed Vision Care | EyeMed Vision Care Attn: Claims P.O. Box 8504 Mason, OH 45040-7111 1-866-723-0596 (during benefits enrollment) 1-866-723-0513 (after benefits enrollment) |

Appealing Claims

If a claim for reimbursement under the Vision Plan is denied, either in whole or in part, you can appeal the denial by following the appropriate procedures described in the "Plan Administration" section of this Guide.

Additional Plan Information

Your primary contact for all matters relating to the general administration of the JPMorgan Chase Vision Plan is the Benefits Call Center.

Your benefits as a participant in the Vision Plan are provided under the terms of the official plan text and insurance policies, and/or contracts, if any, issued to JPMorgan Chase. If there is any discrepancy between the official plan documents and this summary, the official plan documents control.

Please Note: No person or group, other than the claims administrator or the plan administrator, has any authority to interpret the terms of the written Vision Plan document (or other plan documentation) or to make any promises to you about them. The plan administrator or insurance carrier has complete authority in their sole and absolute discretion to construe and interpret the terms of the Vision Plan and any underlying insurance policies and/or contracts, including the eligibility to participate in the Vision Plan.

The benefits described here are underwritten by the New York Life Insurance Company and are serviced by EyeMed Vision Care.

All decisions of the plan administrator and claims administrator are final and binding upon all affected parties.

If Your Situation Changes

The following chart summarizes how your JPMorgan Chase Vision Plan coverage may be affected in certain situations, for example, if you have a qualified change in status.

| | |
|---|---|
| <p>If Your Work Status Changes</p> | <p>Your Vision Plan coverage will end at the end of the month in which your work status changes and you are then scheduled to work fewer than 20 hours per week. Even if your coverage ends, however, you may be able to continue vision coverage for a certain period of time under the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA). (Please see the “Plan Administration” section of this Guide for more information on COBRA.)</p> |
| <p>If You Go on Disability Leave</p> | <p>Under the Disability Leave Policy, you may have the financial protection of full or partial pay for up to 25 weeks. For the approved period of your disability leave, you’ll remain eligible to be covered under the Vision Plan. JPMorgan Chase will deduct any required contributions for vision coverage from the pay you receive during this period on a before-tax basis.</p> |
| <p>If You Go on Long-Term Disability</p> | <p>If you receive long-term disability (LTD) benefits from the LTD Plan, your semimonthly rate for vision coverage will be converted to a monthly rate. (The actual cost of your coverage will not change; however, you will be required to pay for this coverage on an after-tax basis.) You will pay for this coverage on a direct-bill basis with JPMorgan Chase.</p> <p>Your vision coverage will continue only if you are receiving LTD benefits under the LTD Plan and you make timely payments. Be sure to consider this carefully before you decline coverage under the LTD Plan. (Please see the “Long-Term Disability” section of this Guide for more information).</p> |
| <p>If You Go on Unpaid Leave</p> | <p>For an approved leave of absence, you’ll still be covered by the Vision Plan. JPMorgan Chase will directly bill you for any required contributions on an after-tax basis.</p> <p>If you do not make the required contributions to continue your Vision Plan coverage, your coverage will be canceled. However, your coverage may be automatically reinstated when you return to work.</p> <p>Please see the “Plan Administration” section of this Guide for more information about what happens to your benefits during an unpaid leave of absence (i.e., FMLA, Military Leave).</p> |
| <p>If You Leave JPMorgan Chase</p> | <p>If your employment with JPMorgan Chase terminates, participation for you and your covered dependents usually ends on the last day of the month in which you end active employment. However, under certain circumstances, you may be eligible to continue Vision Plan participation for a certain period of time under COBRA on an after-tax basis or as a retiree. (Please see the “Plan Administration” section of this Guide for more information on COBRA.) Expenses incurred after you leave JPMorgan Chase cannot be reimbursed by the Vision Plan unless you choose to continue your participation under COBRA or under the Retiree Vision Plan.</p> <p>If you receive severance under the Severance Pay Plan and sign a Release, any elected vision coverage will continue at active employee rates on a before-tax basis through the period you receive severance payments. When your severance payments end, you may elect to continue vision coverage under COBRA for 18 months.</p> |

(continued on next page)

| | |
|---|--|
| If You Retire from JPMorgan Chase | You need to meet minimum age and service requirements and have active vision coverage to be eligible for retiree vision coverage. For more information, please refer to the As You Retire Guide available on Company Home > HR & Personal > Pay & Benefits > Library |
| If You Work Past Age 65 | If you continue to work for JPMorgan Chase after you reach age 65 (and/or if your spouse reaches age 65 while you're still working at JPMorgan Chase), you and your spouse can continue to be covered under the Vision Plan. |
| If You Divorce or Become Legally Separated | <p>If your spouse and/or dependent children lose coverage as a result of divorce/separation, they may have a right to elect COBRA for up to 36 months. (Please see the "Plan Administration" section of this Guide for more information.)</p> <p>If you divorce or become legally separated, certain court orders could require you to provide vision benefits to covered dependent children. JPMorgan Chase is legally required to recognize qualified medical child support orders within the limits of the Vision Plan. If you're a party in a divorce settlement that involves the Vision Plan, you should have your attorney contact the Benefits Call Center to make sure the appropriate documents are filed and that the court order in question is actually a qualified medical child support order that complies with governing legislation. Please see "Medical Support Orders" on page 18 for more information.</p> |
| If You Die | <p>If you die while actively employed at JPMorgan Chase, any dependents who were covered under your Vision Plan before your death will continue to be covered until the end of the month in which you die. Covered dependents can then elect to continue coverage under COBRA and pay the active employee rate for coverage for up to 36 months of the COBRA period. Dependents must be covered under the Vision Plan at the time of your death to be eligible for COBRA coverage. (Please see the "Plan Administration" section of this Guide for more information on COBRA.)</p> <p>Any dependents who were enrolled in the Vision Plan at the time of your death may be eligible to continue coverage under the Retiree Vision Plan if, at the time of death:</p> <ul style="list-style-type: none"> • You have already met the general or alternative eligibility requirements for retiree benefits. (Please refer to the As You Retire Guide available on Company Home > HR & Personal > Pay & Benefits > Library for more information); or • You have 25 years of cumulative service with JPMorgan Chase. Cumulative service means the period of service with JPMorgan Chase that may include service with predecessor heritage organizations as outlined by the following conditions: <ul style="list-style-type: none"> — If employed by Manufacturers Hanover Corporation or one of its participating subsidiaries or Chemical Banking Corporation or one of its participating subsidiaries on the date of their merger (December 31, 1991), then only prior service with the specific heritage organization employing you on that merger date (December 31, 1991) will count as cumulative service. Service with the other heritage organizations will not count. — If employed by Chemical Banking Corporation or one of its participating subsidiaries or The Chase Manhattan Corporation or one of its participating subsidiaries on the date of their merger (March 31, 1996), then only prior service with the specific heritage organization employing you on that merger date (March 31, 1996) will count as cumulative service, as follows: |

(continued on next page)

| | |
|--|---|
| <p>If You Die (continued)</p> | <ul style="list-style-type: none"> - If employed by Chemical Banking Corporation or one of its participating subsidiaries as of March 31, 1996, service recognized for pay credit purposes under the Chemical Retirement Plan on such date will count as cumulative service; or - If employed by The Chase Manhattan Corporation or one of its participating subsidiaries as of March 31, 1996, service recognized for benefit service purposes under the Chase Retirement Plan on such date will count as cumulative service. |
| | <ul style="list-style-type: none"> — If employed by The Chase Manhattan Corporation or one of its participating subsidiaries or J.P. Morgan or one of its participating subsidiaries on the date of their merger (December 31, 2000), then only prior service with the specific heritage organization employing you on that merger date (December 31, 2000) will count as cumulative service, as follows: <ul style="list-style-type: none"> - If employed by The Chase Manhattan Corporation or one of its participating subsidiaries as of December 31, 2000, service recognized for pay credit purposes under the Chase Retirement Plan on such date will count as cumulative service; - If employed by J.P. Morgan or one of its participating subsidiaries as of December 31, 2000, service recognized for vesting purposes under the J.P. Morgan Retirement Plan on such date will count as cumulative service. — If employed by JPMorgan Chase & Co. or one of its participating subsidiaries or Bank One Corporation or one of its participating subsidiaries on the date of their merger (July 1, 2004), then only prior service with the specific heritage organization employing you on that merger date (July 1, 2004) will count as cumulative service, as follows: <ul style="list-style-type: none"> - If employed by JPMorgan Chase & Co. or one of its participating subsidiaries as of July 1, 2004, service recognized for pay credit purposes under the JPMorgan Chase Retirement Plan on such date will count as cumulative service; or - If employed by Bank One Corporation or one of its participating subsidiaries as of July 1, 2004, service recognized for pay credit purposes under Bank One Personal Pension Account Plan on such date will count as cumulative service. • If you were not employed by a heritage organization on any of the merger dates referred to above and are or have been re-employed, then your employer for purposes of the above rules will be the heritage organization that most recently employed you prior to your reemployment date, except that all service with such prior heritage organization will be recognized. • Service with a company at the time of its acquisition (as opposed to a merger) may or may not count toward cumulative service, depending on the terms of the purchase agreement and the plan. |

When Coverage Ends

Coverage under the JPMorgan Chase Vision Plan option will end on the date in which:

- You cancel coverage due to a qualified change in status;
- You stop making required contributions;
- Your employment with JPMorgan Chase is terminated for any reason (unless you are receiving severance benefits under the Severance Pay Plan);
- You no longer meet the eligibility requirements of the Vision Plan;
- The Vision Plan is discontinued; or
- Your long-term disability benefits under the Long-Term Disability Plan end; or
- You die.

Coverage for your dependents ends when they no longer meet the eligibility requirements described in “Your Eligible Dependents” in the “Medical Plan” section of this Guide. For your spouse, this means the end of the month in which you die (unless you are eligible for retiree vision coverage) or divorce. For a dependent child, this means the end of the month in which he or she:

- Turns age 23 (except for those states that mandate coverage to a later date. Please see “Your Eligible Dependents” on page 8 for more information.);
- Marries;
- Is no longer dependent on you for support; or
- Is no longer eligible for coverage under a Qualified Medical Child Support Order (QMCSO).

Coverage for a qualified adult ends at the end of the month in which the qualified adult ceases to meet the eligibility requirements described in “Your Eligible Dependents” in the “Medical Plan” section of this Guide.

Please see “If Your Situation Changes” on page 22 for details on how coverage is affected in certain situations.

Continuing Coverage Under COBRA

Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), you and your covered dependents have the right to continue Vision coverage at your own expense (102% of the cost) for a certain period of time. If your JPMorgan Chase-provided coverage ends. (For qualified adult dependents, JPMorgan Chase may provide COBRA-like coverage if the qualified adult was covered under the JPMorgan Chase Vision Plan at the time that coverage ended.) Please see the “Plan Administration” section of this Guide for more information on COBRA.

Right to Amend

JPMorgan Chase reserves the right to amend, modify (including cost of coverage), reduce or curtail benefits under, or terminate the Vision Plan at any time for any reason by act of the Executive Vice President, Compensation and Benefits. In addition, the Vision Plan does not represent a vested benefit.

JPMorgan Chase also reserves the right to amend any of the plans and policies, to change the method of providing benefits, to curtail or reduce future benefits, or to terminate at any time for any reason any or all of the plans and policies described in this Guide. Neither this Guide nor the benefits described in this Guide create a contract of employment or a guarantee of employment between JPMorgan Chase and any employee.

If you have any questions about this plan, contact the Benefits Call Center.