PRODUCT DISCLOSURE STATEMENT

J.P.Morgan

This product disclosure statement only highlights the key features and risks of this OTC derivative product (the "Product Disclosure Statement"). Counterparties/Users are advised to request, read and understand the Product Disclosure Statement and all other disclosure documents before deciding to transact.

Average Rate FX Forward

Date : [26 September 2024]

STATEMENT OF DISCLAIMER

The Product Disclosure Statement in relation to this Average Rate FX Forward (the "Transaction"), includes only indicative terms, conditions and risks (including all indications as to costs, returns and cash flows) associated with the Transaction and although the information set forth below is reflective of the terms, conditions and risks as of a specified date, and is based on current assumptions and market conditions under which JPMorgan believes the Transaction can be carried out, no assurance can be given by JPMorgan that the Transaction could in fact be executed and JPMorgan is not obliged to enter into the Transaction. Information herein is believed to be reliable but JPMorgan does not warrant its completeness or accuracy. This should also not be taken to indicate that JPMorgan recommends the Transaction. Opinions and estimates constitute JPMorgan' judgment and are subject to change without notice. Examples shared are for illustrative purposes only and any past performance is not indicative of future results. Counterparty/User is advised to make an independent review and reach its own conclusion and judgment regarding whether the Transaction is appropriate and proper for it. Counterparty/User needs to consult its own advisors regarding the legal, credit, tax, accounting or any other aspects including suitability implications of the Transaction for its own particular circumstances. This Product Disclosure Statement is not intended as an offer or solicitation for the purchase or sale of any financial instrument. This Product Disclosure Statement has been prepared by JPMorgan Sales and Trading personnel and is not the product of JPMorgan's Research Department. It is not a research report and is not intended as such. JPMorgan or a company or person connected or associated with it may be an underwriter or distributor of, or a market maker or otherwise hold a long or short position as a principal in, a security or financial instrument (or in options, futures, or other derivative instrument related thereto) connected with the Transaction described in this Product Disclosure Statement. JPMorgan is the marketing name for J.P. Morgan Chase & Co. and its subsidiaries and affiliates worldwide. Client should contact analysts at and execute transactions through a JPMorgan entity in their home jurisdiction unless governing law permits otherwise. This Product Disclosure Statement is provided on a confidential basis and may not be reproduced, redistributed or transmitted, in whole or in part, without the prior written consent of JPMorgan. Any unauthorized use is strictly prohibited.

1. What are the features of this product?

This is an FX linked over-the-counter ("**OTC**") derivative product (the "**Transaction**"). This Transaction allows the user to hedge exposure from future USD cashflows against USDINR exchange rate movements.
Upon purchase, the user holds the obligation to pay or receive the Cash Settlement Amount in INR which will be calculated as USD Notional Amount * (USDINR Average Fixing Rate – Strike Rate) for settlement on the Settlement Date.

On Settlement Date, the user receives performance, as defined as the average of the fixings in the pre-specified Observation Period of the underlying above the Strike Rate.

This Transaction is suitable for users looking to hedge exposure arising from future USD cash flows against adverse USD/INR movements. This Transaction rationalizes the payoff when compared to vanilla forward structure as the payoff is dependent on average underlying asset prices over a duration of time rather than at specific time.

The user is relying on the creditworthiness of the market maker. On the Settlement Date, the contractual Settlement Payments shall take place between user and the market maker, provided that the market maker is solvent.

The market maker, JPMorgan Chase Bank, Mumbai branch, is a financial institution licensed by Reserve Bank of India**.**

Variation:

Based on Forward Type:

- **Long Average Rate Forward:** the user receives* the Cash Settlement Amount in INR which will be calculated as USD Notional Amount x (USDINR Average Fixing Rate – Strike Rate) for settlement on the Settlement Date
- **Short Average Rate Forward:** the user receives* the Cash Settlement Amount in INR which will be calculated as USD Notional Amount x (Strike Rate - USDINR Average Fixing Rate) for settlement on the Settlement Date

*A negative Cash Settlement Amount means the user pays the amount

2. Contract terms and conditions

Party A:	JPMorgan Chase Bank, Mumbai branch
Party B:	User
Trade Date:	[ ]
Underlying Asset:	USDINR
Effective Date:	[ ]

Expiration Date / Period:	[ ]
Settlement Date:	[ ]
USDINR Spot Reference:	[ ]
Notional Amount:	USD [ ]
Strike Rate:	[K]
Fixing Schedule:	[As in Schedule A]
Fixing Frequency:	[ ]
Exercise Date:	On Expiration Date
Forward Buyer	[Party B]
Business Day Convention:	[Modified Following]
Business Days for Expiration:	Preceding
Business Days for Valuation:	Mumbai, New York
Business Days for Settlement:	Mumbai
Calculation Agent:	Party A (unless stated otherwise in ISDA (as defined below))
USD INR Fixing Rate:	means that the Spot Rate for the ith Fixing Date will be the Indian Rupee/U.S. Dollar reference rate, expressed as the amount of Indian Rupee per one U.S. Dollar, for settlement in two Business Days, reported by Financial Benchmarks India Pvt. Ltd. ("**Publisher**") (www.fbil.org.in) at approximately 1:30 p.m., Mumbai time ("**Publication Time**"), or as soon thereafter as practicable, on that ith Fixing Date. If the relevant rate is unavailable or was not published by the Publisher at the relevant publication time, such rate shall be determined by the Calculation Agent in good faith and in a commercially reasonable.
Settlement:	Cash settled in INR
Settlement Date:	[ ] Business Days after Exercise Date subject to the Business Day Convention
Governing Law:	English

Documentation:	The Transaction will governed by and subject to the ISDA Master Agreement (including the Schedule, any Credit Support Annex, individual Confirmation for this Transaction and any amendments to the foregoing documents) executed between Party A and Party B (the "**ISDA**").
Client Type:	[Non-Retail]
Settlement Amount:	**For Long (Short) Average Rate Forward:** If USDINR Average Fixing Rate (AR) is greater than Strike Rate (K), then, Party B receives (pays) in INR an amount equal to USD Notional Amount x (USDINR Average Fixing Rate – Strike Rate) Else, Party B pays (receives) in INR an amount equal to USD Notional Amount x (Strike Rate - USDINR Average Fixing Rate) USDINR Average Fixing Rate (AR) is defined as: AR = average price of the underlying asset (USDINR Fixing Rate) over the pre-agreed time frame or Fixing Schedule; e.g. of price averaging. AR = average of underlying asset price fixings observed daily (or weekly, monthly, etc.) from Trade date to Expiration Date (or as per Fixing Schedule)

Schedule A:

Fixing Dates	

3. What are the benefits of this product for the user / Party B?

This Transaction potentially helps the user to hedge against adverse USD/INR movement, by agreeing on pre-determined Strike Rate. The payoff of the Average Rate Forward is better compared to Vanilla Forward structure as the payoff is dependent on average underlying asset prices over a duration of time rather than at specific time.

- **Buy(Sell) USDINR Average Rate Forward**: Users with an underlying short (long) position in USDINR can partially* hedge their exposure against INR depreciation (appreciation) above (below) Strike Rate, and cannot participate in favorable movements below (above) Strike Rate.

*partially because the USDINR Average Fixing Rate may be lesser than the USDINR Fixing Rate at Expiration Date

Illustration:

Example of hedging via USDINR Average Rate Long Forward

- Market maker is Party A, user is Party B
- Notional Amount: USD 1 million
- Effective Date: 28 September 2024
- Expiration Date: 29 October 2024 (1m)
- Observation Period: Effective Date to Expiration Date
- Frequency: Daily
- Strike Rate: 83.00
- User buys the Average Rate Forward

Case	USD INR Fixing Rate at Expiration	AR	Payoff	Net Profit (loss) in INR	Effective Exchange Rate
Hedged	84	85	• Party B receives INR 2 million	USD 1mio * (85-83) = INR 2 mio	82
Unfavorable FX movement	80	82	• Party B pays INR 1 million	USD 1mio * (82-83) = INR (1) mio	81

AR = USDINR Average Fixing Rate at Expiration Date

4. What are the risks involved?

There are risks associated with this Transaction including, but not limited to, foreign exchange risk, price risk, liquidity risk and credit risk. Users should consult their own financial, legal, accounting, and tax advisors about the risk associated with this Transaction, the appropriate tools to analyze the Transaction, and the suitability of the Transaction in each user's particular

circumstances. No user should enter into the Transaction described above unless that user understands and has sufficient financial resources to bear the price, foreign exchange, market, liquidity, structure, and other risks associated with the Transaction.

Foreign Exchange Risk:

This Transaction is exposed to movements in USDINR spot rate and forward exchange rates and the mark to market value of the Transaction for Party B shall be adversely affected if INR appreciates (depreciates) against USD.

Liquidity Risk:

This Transaction is not a readily liquid instrument. There may exist a time when there is a lack of liquidity or low trading volume in the market for the Transaction, and this potential illiquidity could significantly decrease the market value of the Transaction for Party B.

Credit Risk:

This transaction carries the credit risk of the market-maker i.e. Party A when user is purchasing the forwards.

Ordinary Course of Business:

In the ordinary course of their business, Party A or any of its affiliates or subsidiaries may affect transactions for their own account or for the account of their customers. In conducting such business neither Party A nor any of its affiliates or subsidiaries is obliged to take into account the circumstances of the parties to the Transaction or act in a manner which is favorable to them. Such activity may, or may not affect the value of the Transaction, but potential investors should be aware that a conflict may arise.

Potential Conflicts of Interest:

Potential conflicts of interest may exist in the structure and operation of the strategy and the course of the normal business activities of Party A or any of its affiliates or subsidiaries or their respective directors, officers, employees, representatives, delegates or agents of their normal business activities.

Party A has priced, executed and will manage the risks associated with this Transaction in a principal capacity and at arm's length. Party A is not acting as your fiduciary, agent or advisor in relation to the execution of this Transaction and management of the associated risks. Party A has made no representation or warranty to you concerning the performance of this Transaction or Party A's other activities and/or competing interests that could conflict with this Transaction at any point during the term of the Transaction.

5. How does the payoff profile look like?

Payoff of the transaction:

Average Rate Forward Strike : K
USDINR Average Fixing Rate: AR

Forward Type	On Expiration Date	Payoff (On Settlement Date)
Buy Average Rate Forward	• AR > K	• Party B receives an amount in INR equal to USD Notional Amount x (AR – K)
	• AR ≤ K	• Party B pays an amount in INR equal to USD Notional Amount x (K – AR)
Sell Average Rate Forward	• AR > K	• Party B pays an amount in INR equal to USD Notional Amount x (AR – K)
	• AR ≤ K	• Party B receives an amount in INR equal to USD Notional Amount x (K – AR)

6. What are the fees and charges the user will have to pay?

Unless stated otherwise in the Termsheet or trade confirmation of the Transaction agreed with the user, the price that Party A quotes to its users is inclusive of any charges, costs etc. that Party A needs to bear in order to offer the Transaction to the user.

7. How often valuation statements will be available for user/Party B?

Valuation statements in relation to all Transactions executed between parties, which is updated on daily basis, will be made available to Party B on the "Optimize" application present on Party A's online platform, J.P.Morgan Markets ("Optimize Platform"). Party B will be able to view and download such valuation statements from the Optimize Platform for a specific period of time as notified by Party A, from time to time. To the extent Party B wishes to receive any particular valuation statement via email or any other mode of communication, it should reach out to its representative at Party A and make a request in writing to receive such valuation statement via email or any other mode of communication as agreed between the parties. Party A shall consider Party B's request and if reasonable and operationally practicable, it will share the particular valuation statement requested via email or any alternative mode of communication with Party B.

8. How can the user/Party B exit from this Transaction and what are the costs involved?

Similar to any OTC derivative transaction in case Party B wishes to terminate this Transaction, either in part of in full, prior to the scheduled termination date on any business day, Party B can request Party A to provide an early termination quote, which shall take into account the mid mark to market value of this Transaction from Party A's perspective minus applicable costs which include without limitation, unwind cost, hedging cost, cost of funding, and/or other expenses.

Early termination quote will take into account, among other factors, prevailing market rates, liquidity, price factors, Party A's hedging obligations and such other factors deemed relevant by Calculation Agent in its sole and absolute discretion.

Party B shall communicate to Party A whether they would like to proceed with the early termination/unwind and that early termination quote is accepted by Party B.

a. If the early termination quote is greater than zero, Party B shall pay such amount to Party A.
b. Else, Party A shall pay to counterparty the absolute value of the early termination quote.

For avoidance of doubt, upon the payment of early termination quote, this Transaction shall terminate and no further amounts payable by either parties.