PRODUCT DISCLOSURE STATEMENT

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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.

Deal Contingent FX Option

Date : [26 September 2024]

STATEMENT OF DISCLAIMER

The Product Disclosure Statement in relation to this Deal Contingent FX Option (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.

For the purpose of the Product Disclosure Statement, the Transaction is described with USDINR as the underlying currency pair. The transaction description is also applicable for other currency pair underlyings.

1. What are the features of this product?

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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.

The user pays a option premium only when certain pre-agreed conditions defining deal closing are satisfied. Such premium can be paid on the date when such conditions are satisfied ("Deal Condition Date") or over the life of structure post the Deal Condition Date. For the Option settlement, Party B has the right but not the obligation to exchange USD Notional for INR Notional (or vice versa) at a Strike Rate at the Option Settlement Date of the Transaction if certain pre-agreed conditions defining deal closing are satisfied. There is no Option premia settlement in case pre-agreed conditions are not satisfied.

This Transaction is suitable for users looking to completely hedge exposure arising from future USD cash flows against adverse USD/INR movements associated with a specified contingency event while having the additional feature to not pay the mark to market in case the contingency event does not go through

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:

- **Call Option:** Option buyer holds the right but not the obligation to buy USD against INR at a Strike Rate at the Expiration Date of the Transaction, for settlement on the Settlement Date
- **Put Option:** Option buyer holds the right but not the obligation to buy USD against INR at a Strike Rate at the Expiration Date of the Transaction, for settlement on the Settlement Date

2. Contract terms and conditions

Party A:	JPMorgan Chase Bank, Mumbai branch
Party B:	User
Trade Date:	[ ]
Effective Date:	[ ]
Expiration Date:	[ ]
Settlement Date:	[ ]
Currency Pair:	[USDINR]
USDINR Spot Reference:	[ ]
Notional Amount:	USD [ ]
Calculation Agent:	Party A (unless stated otherwise in ISDA (as defined below))

Settlement:	Physically settled
Settlement Payments:	**For Call(Put) Option :** On the Settlement Date; If USDINR Spot Rate on Expiry Date is greater (lesser) than Strike Party B receives (pays) Notional Amount Party B pays (receives) Notional Amount * Strike Rate
Premia Amount	**[ ]**
Premia Settlement Date	**[ ]**
Expected Closing Date	[ ]
Settlement Date	[ ]
Back Stop Date	[ ]
Strike Rate	[ ] INR per USD
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**").

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

This Transaction helps the user to hedge against adverse USD/INR movements while still being able to participate in favorable movement in relation to a pre-determined Strike Rate in case the pre-defined deal condition are met. Additionally, the structure terminates with no mark to market if the deal does not go through

- **Buy USDINR Call (Put)**: Users with an underlying short (long) position in USDINR can hedge their exposure against INR depreciation (appreciation) above (below) Strike Rate, and can still participate in favorable movements below (above) Strike Rate.

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<u>Illustration:</u>

<u>Example of hedging via USDINR Call</u>

- Market maker is Party A, user is Party B
- Notional amount USD 1 million

- Expected Completion Date : 26 December 2024
- Backstop Date : 31 January 2024
- Currency Pair USDINR
- Strike Rate: 83.50

Deal Closing	S^	Payoff	Net Profit (loss) in INR	Effective Exchange Rate
Pre-agreed conditions defining deal closing are satisfied on the Settlement Date	87.50	• Party B receives USD 1 Mio • Party B pays INR 83.50 Mio	USD 1mio * (87.50 – 83.50) = INR 4.0 Mio	83.50
Pre-agreed conditions defining deal closing are satisfied on the Backstop Date	65	Nil	Nil	65
Pre-agreed conditions defining deal closing are not satisfied	95	None	None	None

^ S = USDINR Fixing Rate at Expiry Date

<u>Example of hedging via USDINR Put</u>

- Market maker is Party A, user is Party B
- Notional amount USD 1 million
- Expected Completion Date : 26 December 2024
- Backstop Date : 31 January 2024
- Currency Pair USDINR
- Strike Rate: 83.50

Deal Closing	S^	Payoff	Net Profit (loss) in INR	Effective Exchange Rate

Pre-agreed conditions defining deal closing are satisfied on the Settlement Date	60.50	• Party B pays USD 1 Mio • Party B receives INR 83.50 Mio	USD 1mio * (83.50 – 60.50) = INR 23.0 Mio	83.50
Pre-agreed conditions defining deal closing are satisfied on the Backstop Date	90	Nil	Nil	90
Pre-agreed conditions defining deal closing are not satisfied	105	None	None	None

^ S = USDINR Fixing Rate at Expiry 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 the mark to market value of the Long (Short) USDINR Forward for Party B shall be adversely affected if INR appreciates (depreciates) against USD.

Volatility Risk:

This Transaction is exposed to movements in volatility. If volatility changes from its current position, there is a risk that the mark to market value of the Transaction for Party B will be adversely affected.

Interest Rate Risk:
If interest rates of the underlying currencies move from their current positions, the market value of the transaction may be adversely affected from Party B's perspective.

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.

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.

5. How does the payoff profile look like?

Payoff of the transaction:

Call Strike : C_K
Put Strike : P_K
USDINR Spot Rate at Expiry Date: S

For Buy Call / Put Option: On Effective Date, Party B Pays Premium (Upfront Amount)

Option Type	**On Expiration Date**	**Payoff (On Settlement Date)***
Buy Call	Party B exercises the option ($S \geq C_K$)	• Party B receives USD Notional • Party B pays INR amount = USD Notional x C_K

	Party B does NOT exercise the option ($S < C_K$)	• No Settlement
Buy Put	Party B choses to exercise the option ($S \leq P_K$)	• Party B pays USD Notional • Party B Receives INR amount = USD Notional x P_K

* assuming all pre-agreed condition are satisfied

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 are 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.