

Hong Kong Exchanges and Clearing Limited (“**HKEX**”), The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this document, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this document.

This document, for which we and our Guarantor accept full responsibility, includes particulars given in compliance with the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited (the “**Rules**”) for the purpose of giving information with regard to us and our Guarantor. We and our Guarantor, having made all reasonable enquiries, confirm that to the best of our knowledge and belief the information contained in this document is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this document misleading.

This document is for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for the Warrants.

The Warrants are complex products. Investors should exercise caution in relation to them. Investors are warned that the price of the Warrants may fall in value as rapidly as it may rise and holders may sustain a total loss of their investment. Prospective purchasers should therefore ensure that they understand the nature of the Warrants and carefully study the risk factors set out in the Base Listing Document (as defined below) and this document and, where necessary, seek professional advice, before they invest in the Warrants.

The Warrants constitute general unsecured contractual obligations of us as the Issuer and of no other person and the Guarantee constitutes the general unsecured contractual obligations of our Guarantor and of no other person and will rank equally among themselves and with all our and our Guarantor’s other unsecured obligations (save for those obligations preferred by law) upon liquidation. If you purchase the Warrants, you are relying upon the creditworthiness of us and our Guarantor. If we become insolvent or default on our obligations under the Warrants or our Guarantor becomes insolvent or defaults on its obligations under the Guarantee, you may not be able to recover all or even part of the amount due under the Warrants (if any).

Non-collateralised Structured Products

Launch Announcement and

Supplemental Listing Document for Currency Warrants

to be issued by

J.P.Morgan

Issuer: J.P. Morgan Structured Products B.V.

(incorporated with limited liability in The Netherlands)

and unconditionally and irrevocably guaranteed by

Guarantor: JPMorgan Chase Bank, National Association

(a national banking association organized under the laws of the United States of America)

Managers: J.P. Morgan Securities plc and J.P. Morgan Securities (Asia Pacific) Limited

Key Terms

Warrants Stock code	10191
Liquidity Provider broker ID	9742
Issue size	100,000,000 Warrants
Style	European style cash settled
Type	Call
Currency Pair	JPY/HKD ⁴
Board Lot	10,000 Warrants
Issue Price per Warrant	HK\$0.260
Strike Rate	5.200
Cash Settlement Amount per Board Lot (if any) payable at expiry	<p>For a series of call Warrants:</p> $\frac{(\text{Spot Rate} - \text{Strike Rate}) \times \text{Currency Amount} \times \text{one Board Lot}}{\text{Divisor}}$ <p>For a series of put Warrants:</p> $\frac{(\text{Strike Rate} - \text{Spot Rate}) \times \text{Currency Amount} \times \text{one Board Lot}}{\text{Divisor}}$
Spot Rate	<p>The rate of exchange between Japanese Yen (“JPY”) and HKD (expressed as the number of units of HKD per 100 units of JPY) at or about 2 p.m. Hong Kong time on the Valuation Date as determined by the Issuer by reference to the mid quote as per the rate “JPYHKD” on Bloomberg page BFIX (or such replacement page on the Bloomberg service as determined by the Issuer in good faith and commercially reasonable manner that displays the information currently displayed on Bloomberg page BFIX).</p> <p>If a Market Disruption Event as described further in Condition 4(C) occurs on the Valuation Date, the Issuer shall determine the Spot Rate on the basis of its good faith estimate.</p>
Currency Amount	HKD1.00
Divisor	1
Launch Date	14 February 2024
Issue Date	16 February 2024
Listing Date¹	19 February 2024
Valuation Date²	27 September 2024
Expiry Date²	27 September 2024
Settlement Date	The third CCASS Settlement Day after the Valuation Date
Settlement Currency	Hong Kong dollars (“HK\$” or “HKD”)
Implied Volatility³	11.00%
Effective Gearing³	12.99x
Gearing³	19.99x
Premium³	5.07%

¹ During the period between the Launch Date and the scheduled Listing Date (both dates exclusive), if any severe weather occurs on any Business Day which either results in the Stock Exchange (i) being closed for trading for the entire day; or (ii) being closed prior to its regular time for close of trading for the relevant day, the Listing Date will be postponed (without any further notice or announcement) such that there is a period of two Business Days not affected by the aforementioned event(s) between the Launch Date and the postponed Listing Date (both dates exclusive).

² If such day is a Saturday, Sunday or public holiday in Hong Kong, the immediately succeeding day which is not a Saturday, Sunday or public holiday in Hong Kong.

³ This data may fluctuate during the life of the Warrants and may not be comparable to similar information provided by other issuers of derivative warrants. Each issuer may use different pricing models.

⁴ For the avoidance of doubt, JPY/HKD means the rate of exchange between JPY and HKD (expressed as the number of units of HKD per 100 units of JPY).

IMPORTANT INFORMATION

The Warrants are listed structured products which involve derivatives. Do not invest in them unless you fully understand and are willing to assume the risks associated with them.

What documents should you read before investing in the Warrants?

You must read this document together with our base listing document dated 23 March 2023 (the “**Base Listing Document**”), as supplemented by any addendum thereto (together, the “**Listing Documents**”), in particular the section “Terms and Conditions of The Cash-Settled Currency Warrants” (the “**Conditions**”) set out in this document. This document (as read in conjunction with our Base Listing Document and each addendum referred to in the section headed “Product Summary Statement”) is accurate as at the date of this document. You should carefully study the risk factors set out in the Listing Documents. You should also consider your financial position and investment objectives before deciding to invest in the Warrants. We cannot give you investment advice. You must decide whether the Warrants meet your investment needs before investing in the Warrants.

Is there any guarantee or collateral for the Warrants?

Our obligations under the Warrants are unconditionally and irrevocably guaranteed by our Guarantor. If we become insolvent or default on our obligations under the Warrants and our Guarantor becomes insolvent or defaults on its obligations under the Guarantee, you can only claim as an unsecured creditor of the Issuer and our Guarantor. In such event, you may not be able to recover all or even part of the amount due under the Warrants (if any).

What are our Guarantor’s credit ratings?

Our Guarantor’s current long-term debt credit ratings are:

<i>Rating agency</i>	<i>Rating as of the Launch Date</i>
Moody’s Investors Service, Inc.	Aa2 (negative outlook)
S&P Global Ratings	A+ (stable outlook)

You should conduct your own research using publicly available sources (including but not limited to our Investor Relations website (<http://www.jp.morganchase.com/ir>)) to obtain the latest information with respect to our Guarantor’s ratings and ratings outlooks from time to time. Our Guarantor’s credit ratings and ratings outlooks are subject to change or withdrawal at any time within each rating agency’s sole discretion.

The Warrants are not rated and you should not solely rely on our Guarantor’s credit ratings when investing in the Warrants.

The Warrants are not rated by any credit rating agencies.

Rating agencies usually receive a fee from the companies that they rate. When evaluating our Guarantor’s creditworthiness, you should not solely rely on our Guarantor’s credit ratings because:

- a credit rating is not a recommendation to buy, sell or hold the Warrants;
- ratings of companies may involve difficult-to-quantify factors such as market competition, the success or failure of new products and markets and managerial competence;
- a high credit rating is not necessarily indicative of low risk. Our Guarantor’s credit ratings as of the Launch Date are for reference only. Any downgrading of our Guarantor’s credit ratings could result in a reduction in the value of the Warrants;
- a credit rating is not an indication of the liquidity or volatility of the Warrants; and
- a credit rating may be downgraded if the credit quality of our Guarantor declines.

Is the Issuer or our Guarantor regulated by the Hong Kong Monetary Authority referred to in Rule 15A.13(2) or the Securities and Futures Commission referred to in Rule 15A.13(3)?

We are not regulated by any of the bodies referred to in Rule 15A.13(2) or Rule 15A.13(3) of the Rules. Our Guarantor is a licensed bank regulated by the Hong Kong Monetary Authority. It is also a national banking association organised and subject to regulation under the laws of the United States of America, including the National Bank Act.

Is the Issuer or our Guarantor subject to any litigation?

Save as disclosed in the Listing Documents, the Issuer and our Guarantor are not aware, to the best of the Issuer’s and our Guarantor’s knowledge and belief, of any litigation or claims of material importance pending or threatened against the Issuer or our Guarantor.

Has our or our Guarantor’s financial position changed since last financial year-end?

Save as disclosed in the section headed “Information Relating to the Guarantor” in the Base Listing Document, the section headed “Annual Report of the Issuer for the Year Ended 31 December 2022” in the First Supplemental Disclosure Document, the section headed “Unaudited Financial Statements for the Six Months Ended 30 June 2023 Relating to the Guarantor” in the Second Supplemental Disclosure Document and the section headed “Unaudited Financial Statements for the Six Months Ended 30 June 2023 Relating to the Issuer” in the Third Supplemental Disclosure Document, there has been no material adverse change in our or our Guarantor’s financial position since the date of the most recently published audited financial statements of us or our Guarantor on a consolidated basis respectively, as the case may be, that would have a material adverse effect on our ability to perform our obligations, or our Guarantor’s ability to perform its obligations respectively in the context of the issue of Warrants.

PRODUCT SUMMARY STATEMENT

The Warrants are listed structured products which involve derivatives. This statement provides you with key information about the Warrants. You should not invest in the Warrants based on the information contained in this statement alone. You should read and understand the remaining sections of this document, together with the other Listing Documents, before deciding whether to invest.

Overview of the Warrants

- **What is a derivative warrant?**

A derivative warrant linked to the exchange rate of a currency pair is an instrument which derives its value by reference to the exchange rate of the underlying currencies. Derivative warrants may provide a leveraged return to you. Conversely, such leverage could also magnify your losses.

A call warrant is designed for an investor holding a view that the base currency will appreciate against the other currency in the currency pair during the term of the warrant. The base currency is the first currency appearing in a currency pair quotation (for example, CNH in “CNH/HKD”).

A put warrant is designed for an investor holding a view that the base currency will depreciate against the other currency in the currency pair during the term of the warrant.

- **How and when can you get back your investment?**

The Warrants are European style cash settled derivative warrants linked to the exchange rate of the Currency Pair. European style warrants can only be exercised on the expiry date. When the Warrants are exercised, the holder is entitled to a cash amount called the “**Cash Settlement Amount**” net of any Exercise Expenses (as defined under the heading “Exercise Expenses” in the sub-section titled “What are the fees and charges?” below) according to the terms and conditions in the Listing Documents. **If the Cash Settlement Amount is equal to or less than the Exercise Expenses, you will lose all of your investment in the Warrants.**

- **How do the Warrants work?**

The potential payoff at expiry for the Warrants is calculated by reference to the difference between the Strike Rate and the Spot Rate of the Currency Pair.

A call Warrant will be automatically exercised at expiry without the need for the holder to deliver an exercise notice if the Spot Rate is greater than the Strike Rate. The more the Spot Rate is above the Strike Rate, the higher the payoff at expiry. If the Spot Rate is at or below the Strike Rate, you will lose all of your investment in the call Warrant.

A put Warrant will be automatically exercised at expiry without the need for the holder to deliver an exercise notice if Spot Rate is below the Strike Rate. The more the Spot Rate is below the Strike Rate, the higher the payoff at expiry. If the Spot Rate is at or above the Strike Rate, you will lose all of your investment in the put Warrant.

- **Can you sell the Warrants before the Expiry Date?**

Yes. We will make an application for listing of, and permission to deal in, the Warrants on the Stock Exchange. All necessary arrangements will be made to enable the Warrants to be admitted into the Central Clearing and Settlement System (“CCASS”). Issue of the Warrants is conditional upon listing approval being granted. From the Listing Date up to the last trading day of the Warrants (both dates inclusive), you may sell or buy the Warrants on the Stock Exchange. There shall be three CCASS Settlement Days between the last trading day of the Warrants and the Expiry Date. No application has been made to list the Warrants on any other stock exchange.

The Warrants may only be transferred in a Board Lot (or integral multiples thereof). Where a transfer of Warrants takes place on the Stock Exchange, currently settlement must be made not later than two CCASS Settlement Days after such transfer.

The Liquidity Provider will make a market in the Warrants by providing bid and/or ask prices. See the section headed “Liquidity” below.

- **What is your maximum loss?**

The maximum loss in the Warrants will be your entire investment amount plus any transaction costs.

- **What are the factors determining the price of a derivative warrant?**

The price of a derivative warrant generally depends on the exchange rate of the currency pair. However, throughout the term of a derivative warrant, its price will be influenced by a number of factors, including:

- the strike rate of the derivative warrant;
- the volatility of the exchange rate of the currency pair (being a measure of the fluctuation in the exchange rate of the currency pair over time);
- the time remaining to expiry: generally, the longer the remaining life of the derivative warrant, the greater its value;
- the interim interest rates;
- the liquidity of the derivative warrant;
- the supply and demand for the derivative warrant;
- our related transaction cost; and
- the creditworthiness of the Issuer of the derivative warrant and our Guarantor.

As the price of a derivative warrant is not only affected by the exchange rate of the currency pair, movements in the price of a derivative warrant may not be proportionate or may even be opposite to the movement of the exchange rate of the currency pair. For example:

- if the exchange rate of the currency pair increases (in respect of a call warrant) or decreases (in respect of a put warrant), but the volatility of the exchange rate of the currency pair decreases, the price of the warrant may decrease;
- if a warrant is deep-out-of-the-money (eg. when the fair market value is less than HK\$0.01), the price of the warrant may be insensitive to any increase (in respect of a call warrant) or decrease (in respect of a put warrant) in the exchange rate of the currency pair;
- if the outstanding volume of a series of warrants in the market is high, the supply and demand of the warrant may have a greater impact on the warrant price than the exchange rate of the currency pair; and/or
- the decrease in time value may offset any increase (in respect of a call warrant) or decrease (in respect of a put warrant) in the exchange rate of the currency pair, especially when the warrant is close to its expiry where the time value decreases at a faster pace.

Risks of investing in the Warrants

You must read the section headed “Key Risk Factors” in this document together with the risk factors set out in our Base Listing Document. You should consider all these factors collectively when making your investment decision.

Liquidity

- **How to contact the Liquidity Provider for quotes?**

Liquidity Provider:	J.P. Morgan Broking (Hong Kong) Limited
Address:	23-29/F, Chater House, 8 Connaught Road Central, Hong Kong
Telephone Number:	+852 2800 7878

The Liquidity Provider is regulated by the Stock Exchange and the Securities and Futures Commission. It is an affiliate of the Issuer and will act as our agent in providing quotes. You can request a quote by calling the Liquidity Provider at the telephone number above.

- **What is the Liquidity Provider’s maximum response time for a quote?** The Liquidity Provider will respond within 10 minutes and the quote will be displayed on the Stock Exchange’s designated stock page for the Warrants.
- **Maximum spread between bid and ask prices:** 20 spreads
- **Minimum quantity for which liquidity will be provided:** 20 Board Lots
- **What are the circumstances under which the Liquidity Provider is not obliged to provide liquidity?**

There will be circumstances under which the Liquidity Provider is not obliged to provide liquidity. Such circumstances include:

- (i) during the first 5 minutes of each morning trading session or the first 5 minutes after trading commences for the first time on a trading day;
- (ii) during a pre-opening session or a closing auction session (if applicable) or any other circumstances as may be prescribed by the Stock Exchange;
- (iii) when the Warrants are suspended from trading for any reason;
- (iv) when there are no Warrants available for market making activities. In such event, the Liquidity Provider shall continue to provide bid prices. Warrants held by us or any of our affiliates in a fiduciary or agency capacity are not Warrants available for market making activities;
- (v) when there are operational and technical problems beyond the control of the Liquidity Provider hindering the ability of the Liquidity Provider to provide liquidity;
- (vi) if the foreign exchange market experiences exceptional price movement and high volatility over a short period of time which materially affects the Liquidity Provider’s ability to source a hedge or unwind an existing hedge;
- (vii) if there is the occurrence or existence of any foreign currency control by foreign governments which makes it impossible to obtain the exchange rate in the Currency Pair; or
- (viii) if the theoretical value of the Warrants is less than HK\$0.01. If the Liquidity Provider chooses to provide liquidity under this circumstance, both bid and ask prices will be made available.

You should read the sub-section entitled “Possible limited secondary market” under the “Key Risk Factors” section for further information on the key risks when the Liquidity Provider is not able to provide liquidity.

How can you obtain further information?

- **Information about the Warrants after issue**

You may visit our website at <https://www.jpnhkwarrants.com> to obtain information on the Warrants or any notice given by us in relation to the Warrants.

- **Information about us and our Guarantor**

You should read the section “Updated Information about Us and our Guarantor” in this document. You may visit <https://www.jpnhkwarrants.com> to obtain general corporate information about our Guarantor.

We have included references to websites in this document to indicate how further information may be obtained. Information appearing on those websites does not form part of the Listing Documents. We accept no responsibility for the accuracy or completeness of the information appearing on those websites. You should conduct your own due diligence (including without limitation web searches) to ensure that you are viewing the most up-to-date information.

What are the fees and charges?

- **Trading Fees and Levies**

For each transaction effected on the Stock Exchange, the following trading fees and levies calculated on the value of the consideration for the Warrants will be payable by each of the seller and the buyer:

- (i) a trading fee of 0.00565 per cent. charged by the Stock Exchange;
- (ii) a transaction levy of 0.0027 per cent. charged by the Securities and Futures Commission; and
- (iii) a transaction levy of 0.00015 per cent. charged by the Accounting and Financial Reporting Council.

The levy for the investor compensation fund is currently suspended.

- **Exercise Expenses**

You are responsible for any Exercise Expenses. Exercise Expenses mean any charges or expenses including any taxes or duties which are incurred or withheld in respect of the exercise of the Warrants. Any Exercise Expenses will be deducted from the Cash Settlement Amount (if any). If the Cash Settlement Amount is equal to or less than the Exercise Expenses, no amount is payable. As at the date of this document, no Exercise Expenses are payable for cash settled warrants (including the Warrants).

- **Stamp Duty**

No stamp duty is currently payable in Hong Kong on transfer of cash settled warrants (including the Warrants).

You should note that any transaction cost will reduce your gain or increase your loss under your investment in the Warrants.

What is the legal form of the Warrants?

Each series of the Warrants will be represented by a global certificate in the name of HKSCC Nominees Limited who is the only legal owner of the Warrants. We will not issue definitive certificates for the Warrants. You may arrange for your broker to hold the Warrants in a securities account on your behalf, or if you have a CCASS Investor Participant securities account, you may arrange for the Warrants to be held in such account. You will have to rely on the records of CCASS and/or the statements you receive from your brokers as evidence of your beneficial interest in the Warrants.

Can we adjust the terms or early terminate the Warrants?

The occurrence of certain events (including a Market Disruption Event) may entitle us to adjust the terms and conditions of the Warrants. However, we are not obliged to adjust the terms and conditions of the Warrants for every event that affects the exchange rate of the Currency Pair.

We may early terminate the Warrants if it becomes illegal or impracticable for us (i) to perform our obligations under the Warrants as a result of a change in law event, or (ii) to maintain our hedging arrangement with respect to the Warrants due to a change in law event. In such event, the amount payable by us (if any) will be the fair market value of the Warrants less our cost of unwinding any related hedging arrangements as determined by us, which may be substantially less than your initial investment and may be zero.

Please refer to Conditions 6 and 12 for details about adjustments or early termination events. Such events may negatively affect your investment and you may suffer a loss.

Mode of settlement for the Warrants

The Warrants will be automatically exercised on the Expiry Date in integral multiples of the Board Lot if the Cash Settlement Amount is positive. If the Cash Settlement Amount is zero or negative, or is equal to or less than the Exercise Expenses, you will lose all of your investment.

We will deliver a cash amount in the Settlement Currency equal to the Cash Settlement Amount net of any Exercise Expenses (if any) no later than the Settlement Date to HKSCC Nominees Limited (as the registered holder of the Warrants), which will then distribute such amount to the securities account of your broker (and if applicable, its custodian) or to your CCASS Investor Participant securities account (as the case may be). You may have to rely on your broker (and if applicable, its custodian) to ensure that the Cash Settlement Amount (if any) is credited to your account maintained with your broker. Once we make the payment to HKSCC Nominees Limited, who operates CCASS, you will have no further right against us for that payment, even if CCASS or your broker (and if applicable, its custodian) does not transfer your share of payment to you, or is late in making such payment transfer.

Payment of the Cash Settlement Amount (if any) may be delayed if a Settlement Disruption Event occurs on the Settlement Date, as a result of which we are unable to deliver such amount through CCASS on such day. See Condition 4(D) for further information.

Where can you read the relevant documents of the Warrants?

Copies of the following documents are available on the website of the HKEX at www.hkexnews.hk and our website at <https://www.jpnhkwarrants.com>:

- each of the Listing Documents (in separate English and Chinese versions), including:
 - this document;
 - our Base Listing Document, which includes our Guarantor's consolidated financial statements for the year ended 31 December 2022 comprising consolidated balance sheets at 31 December 2022 and 2021 and the related consolidated statements of income, changes in stockholder's equity, comprehensive income and cash flows for each of the three years ended 31 December 2022;
 - the supplemental disclosure document dated 28 April 2023 (the "**First Supplemental Disclosure Document**"), which includes our financial statements for the year ended 31 December 2022;
 - the supplemental disclosure document dated 1 September 2023 (the "**Second Supplemental Disclosure Document**"), which includes our Guarantor's unaudited consolidated financial statements for the six months ended 30 June 2023;
 - the supplemental disclosure document dated 29 September 2023 (the "**Third Supplemental Disclosure Document**"), which includes our unaudited financial statements for the six months ended 30 June 2023;
- the letter from our auditor, PricewaterhouseCoopers Accountants N.V., consenting to the reproduction of its audit report on our financial statements for the year ended 31 December 2022 in the First Supplemental Disclosure Document; and
- the letter from our Guarantor's auditor, PricewaterhouseCoopers LLP, agreeing to the inclusion of its audit report on the Guarantor's 2022 consolidated financial statements in the Base Listing Document.

以上各文件可於香港交易所披露易網站 www.hkexnews.hk 以及本公司網站 <https://www.jpnhkwarrants.com> 瀏覽。

Are there any dealings in the Warrants before the Listing Date?

It is possible that there may have been dealings in the Warrants before the Listing Date. If there are any dealings in the Warrants by us or any of our subsidiaries or associated companies from the Launch Date prior to the Listing Date, we will report those dealings to the Stock Exchange by the Listing Date and such report will be released on the website of the Stock Exchange.

Have the auditors consented to the inclusion of their audit reports in our First Supplemental Disclosure Document and our Base Listing Document?

Our auditor and our Guarantor's auditor ("**Auditors**") have given and have not since withdrawn their written consent to the inclusion of their audit reports dated 12 April 2023 and 21 February 2023 respectively and/or the references to their names in our First Supplemental Disclosure Document and our Base Listing Document, in the form and context in which they are included. Their audit reports were not prepared for incorporation into our First Supplemental Disclosure Document and our Base Listing Document. The Auditors do not own any of our shares or shares in any member of our group, nor do they have the right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for our securities or securities of any member of our group.

Authorisation of the Warrants

The issue of the Warrants was authorised by resolutions of our board of directors on 21 March 2023. The giving of the guarantee

dated 23 March 2023 (the “**Guarantee**”) was authorised pursuant to resolutions of the board of directors of our Guarantor adopted on 8 December 2015.

Selling restrictions

The Warrants have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), and will not be offered, sold, delivered or traded, at any time, indirectly or directly, in the United States or to, or for the account or benefit of, any U.S. person (as defined in the Securities Act).

The offer or transfer of the Warrants is also subject to the selling restrictions specified in our Base Listing Document.

Capitalised terms and inconsistency

Unless otherwise specified, capitalised terms used in this document have the meanings set out in the Conditions. If this document is inconsistent with our Base Listing Document, this document shall prevail.

KEY RISK FACTORS

You must read these key risk factors together with the risk factors set out in our Base Listing Document. These key risk factors do not necessarily cover all risks related to the Warrants. If you have any concerns or doubts about the Warrants, you should obtain independent professional advice.

Non-collateralised structured products

The Warrants are not secured on any of our or our Guarantor's assets or any collateral.

Credit risk

If you invest in the Warrants, you are relying on our creditworthiness and our Guarantor's creditworthiness and of no other person. If we become insolvent or default on our obligations under the Warrants or our Guarantor becomes insolvent or defaults on its obligations under the Guarantee, you can only claim as our or our Guarantor's unsecured creditor and you may not be able to recover all or even part of the amount due under the Warrants (if any).

Warrants are not principal protected and may expire worthless

Unlike stocks, the Warrants have a limited life and will expire on the Expiry Date. In the worst case, the Warrants may expire with no value and you will lose all of your investment. Derivative warrants may only be suitable for experienced investors who are willing to accept the risk that they may lose all their investment.

The Warrants can be volatile

Prices of the Warrants may rise or fall rapidly. You should carefully consider, among other things, the following factors before dealing in the Warrants:

- (i) the prevailing trading price of the Warrants;
- (ii) the Strike Rate of the Warrants;
- (iii) the volatility of the exchange rate of the Currency Pair;
- (iv) the time remaining to expiry;
- (v) the probable range of the Cash Settlement Amount;
- (vi) the interim interest rates;
- (vii) the liquidity of the Warrants;
- (viii) the related transaction costs (including the Exercise Expenses, if any);
- (ix) the supply and demand for the Warrants; and
- (x) the creditworthiness of the Issuer and our Guarantor.

The price of a Warrant may be affected by all these factors in addition to the exchange rate of the Currency Pair. Therefore, movements in the price of the Warrants may not be proportionate or may even be opposite to the movement in the exchange rate of the Currency Pair. You should consider all these factors collectively when making your investment decision.

Time decay

All other factors being equal, the value of a Warrant is likely to decrease over time. Therefore, the Warrants should not be viewed as a product for long term investments.

Possible limited secondary market

The Liquidity Provider may be the only market participant for the Warrants and therefore the secondary market for the Warrants may be limited. The more limited the secondary market, the more difficult it may be for you to realise the value in the Warrants prior to expiry.

You should also be aware that the Liquidity Provider may not be able to provide liquidity when there are operational and technical problems hindering its ability to do so. Even if the Liquidity Provider is able to provide liquidity in such circumstances, its performance of liquidity provision may be adversely affected. For example:

- (i) the spread between bid and ask prices quoted by the Liquidity Provider may be significantly wider than its normal standard;
- (ii) the quantity for which liquidity will be provided by the Liquidity Provider may be significantly smaller than its normal standard; and/or
- (iii) the Liquidity Provider's response time for a quote may be significantly longer than its normal standard.

Exchange rate risk

You will be exposed to the exchange rate risk of the Currency Pair to which the Warrants are linked. In addition, if the Currency Amount is expressed in a currency other than the Settlement Currency, you will also be exposed to exchange rate risk as we are required to convert a foreign currency into the Settlement Currency in the calculation of the Cash Settlement Amount.

Foreign exchange market risk

The foreign exchange market can be very volatile and unpredictable. Exchange rate of the currencies may fluctuate as a result of market, economic and/or political conditions in the principal financial centres of the countries of the currencies and also in other countries. For example, it can be affected by change of governments' monetary or foreign exchange policies, rates of inflation, interest rate levels and the extent of governmental surpluses or deficits in the relevant countries.

Adjustment related risk

The occurrence of certain events (including a Market Disruption Event) may entitle us to adjust the terms and conditions of the Warrants. For example, the Spot Rate and the Settlement Exchange Rate (if applicable) is determined by reference to a reference page operated and managed by Bloomberg. However, if Bloomberg ceases to display the exchange rate on its service page, we may determine the exchange rate by reference to such other page on such other service as we may reasonably determine to be appropriate at such time. However, we are not obliged to adjust the terms and conditions of the Warrants for every event that affects the exchange rate of the Currency Pair. Any adjustment or decision not to make any adjustment may adversely affect the value of the Warrants. Please refer to Condition 6 for details about adjustments.

In addition, you may receive the Cash Settlement Amount in a currency other than the Settlement Currency under certain circumstances such as the implementation of exchange control. Please refer to Condition 6 for details about adjustments.

Possible early termination

We may early terminate the Warrants if it becomes illegal or impracticable for us (i) to perform our obligations under the Warrants as a result of a change in law event, or (ii) to maintain our hedging arrangement with respect to the Warrants due to a change in law event. In such event, the amount payable by us (if any) will be the fair market value of the Warrants less our costs of unwinding any related hedging arrangements as determined by us, which may be substantially less than your initial investment and may be zero. Please refer to Condition 12 for details about our early termination rights.

Time lag between exercise and settlement of the Warrants

There is a time lag between exercise of the Warrants and payment of the Cash Settlement Amount net of Exercise Expenses (if any). There may be delays in the electronic settlement or payment through CCASS.

Conflict of interest

We and our subsidiaries and affiliates engage in a wide range of commercial and investment banking, brokerage, funds management, hedging, investment and other activities and may possess material information about the exchange rate of the Currency Pair. Such activities, information and/or research reports may involve or affect the exchange rate of the Currency Pair and may cause consequences adverse to you or otherwise create conflicts of interests in connection with the issue of the Warrants. We have no obligation to disclose such information and may issue research reports and engage in any such activities without regard to the issue of the Warrants.

In the ordinary course of our business, we and our subsidiaries and affiliates may effect transactions for our own account or for the account of our customers and may enter into one or more transactions with respect to the exchange rate of the Currency Pair or related derivatives. This may indirectly affect your interests.

No direct contractual rights

The Warrants are issued in global registered form and are held within CCASS. You will not receive any definitive certificate and your name will not be recorded in the register of the Warrants.

The evidence of your interest in the Warrants, and the efficiency of the ultimate payment of the Cash Settlement Amount net of Exercise Expenses (if any), are subject to the CCASS Rules. You will have to rely on your broker (or, if applicable, its direct or indirect custodians) and the statements you receive from it as evidence of your interest in the Warrants. You do not have any direct contractual rights against us or our Guarantor. To assert your rights as an investor in the Warrants, you will have to rely on your broker (and, if applicable, its direct or indirect custodian) to take action on your behalf. If your broker or, if applicable, its direct or indirect custodian:

- (i) fails to take action in accordance with your instructions;
- (ii) becomes insolvent; or
- (iii) defaults on its obligations,

you will need to take action against your broker in accordance with the terms of arrangement between you and your broker to establish your interest in the Warrants first before you can assert your right of claim against us. You may experience difficulties in taking such legal proceedings. This is a complicated area of law and you should seek independent legal advice for further information.

The Listing Documents should not be relied upon as the sole basis for your investment decision

The Listing Documents do not take into account your investment objectives, financial situation or particular needs. Nothing in the Listing Documents should be construed as a recommendation by us or our affiliates to invest in the Warrants or the Currency Pair.

Not the ultimate holding company of the group

We and our Guarantor are not the ultimate holding company of the group to which we belong.

Financial Institutions (Resolution) Ordinance

The Financial Institutions (Resolution) Ordinance (Cap. 628, the Laws of Hong Kong) (the “**FIRO**”) was enacted by the Legislative Council of Hong Kong in June 2016. The FIRO (except Part 8, section 192 and Division 10 of Part 15 thereof) came into operation on 7 July 2017.

The FIRO establishes a regime for the orderly resolution of financial institutions with a view to avoiding or mitigating the risks otherwise posed by their non-viability to the stability and effective working of the financial system of Hong Kong,

including the continued performance of critical financial functions. The FIRO seeks to empower the resolution authorities with authority to decide whether to initiate the resolution of a financial institution and which stabilization options to apply and other powers to exercise in effecting a resolution. In particular, it is envisaged that subject to certain safeguards, the relevant resolution authority would be provided with powers to affect contractual and property rights as well as payments (including in respect of any priority of payment) that creditors would receive in resolution, including but not limited to powers to write off, or convert into equity, all or a part of the liabilities of the failing financial institution.

The Issuer is not subject to or bound by the FIRO. However, the Guarantor, as an authorised institution regulated by the Hong Kong Monetary Authority, is subject to and bound by the FIRO. The exercise of any resolution power by the relevant resolution authority under the FIRO in respect of the Guarantor may have a material adverse effect on the value of the Warrants, and as a result, you may not be able to recover all or any amount due under the Warrants (if any).

TERMS AND CONDITIONS OF THE CASH-SETTLED CURRENCY WARRANTS

The relevant Conditions will, together with the supplemental provisions contained in the relevant launch announcement and supplemental listing document and subject to completion and amendment, be endorsed on the back of the global warrant certificate. The applicable launch announcement and supplemental listing document in relation to the issue of any series of Warrants may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the relevant Conditions, replace or modify the relevant Conditions for the purpose of such series of Warrants. Capitalised terms used in the relevant Conditions and not otherwise defined therein shall have the meanings given to them in the relevant launch announcement and supplemental listing document.

1 Form; Status; Guarantee; Transfer and Title

- (A) The Warrants (which expression shall, unless the context otherwise requires, include any further warrants issued pursuant to Condition 11) relating to the Currency Pair are issued in registered form subject to and with the benefit of the amended and restated instrument dated 3 May 2010 (the “**Instrument**”), made by J.P. Morgan Structured Products B.V. (the “**Issuer**”) and JPMorgan Chase Bank, National Association (the “**Guarantor**”) and the guarantee dated 23 March 2023 (the “**Guarantee**”) made by the Guarantor.

Copies of the Instrument and the Guarantee are available for inspection at the office of J.P. Morgan Securities (Asia Pacific) Limited as specified below. The Warrantholders (as hereinafter defined) are entitled to the benefit of, are bound by and are deemed to have notice of, all the provisions of the Instrument and the Guarantee.

- (B) The settlement obligation of the Issuer in respect of the Warrants represent general unsecured contractual obligations of the Issuer and of no other person which rank, and will rank, equally among themselves and pari passu with all other present and future unsecured and unsubordinated contractual obligations of the Issuer, except for obligations accorded preference by mandatory provisions of applicable law.

Warrants represent general contractual obligations of the Issuer, and are not, nor is it the intention (expressed, implicit or otherwise) of the Issuer to create by the issue of warrants deposit liabilities of the Issuer or a debt obligation of any kind.

In the Guarantee, the Guarantor has, subject to the terms of the Guarantee, unconditionally and irrevocably guaranteed to the Warrantholders the due and punctual settlement in full of all obligations due and owing by the Issuer arising under the issuance of the Warrants after taking account of any set off, combination of accounts, netting or similar arrangement from time to time exercisable by the Issuer against any person to whom obligations are from time to time being owed, when and as due (whether at maturity, by acceleration or otherwise).

- (C) Transfers of Warrants may be effected only in Board Lots or integral multiples thereof in the Central Clearing and Settlement System (“**CCASS**”) in accordance with the General Rules of CCASS and the CCASS Operational Procedures in effect from time to time (“**CCASS Rules**”).
- (D) Each person who is for the time being shown in the register kept by or on behalf of the Issuer outside of Hong Kong as the holder shall be treated by the Issuer, the Guarantor and the Agent as the absolute owner and holder of the Warrants. The expression “**Warrantholder**” shall be construed accordingly.

- (E) Trading in Warrants on The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) shall be suspended prior to the Expiry Date in accordance with the requirements of the Stock Exchange.

2 Warrant Rights and Exercise Expenses

- (A) Every Board Lot entitles the Warrantholder, upon compliance with Condition 4, to payment of the Cash Settlement Amount (as defined in Condition 4(C)).
- (B) The Warrantholder will be required to pay any charges or expenses including any taxes or duties which are incurred or withheld in respect of the exercise of the Warrants (the “**Exercise Expenses**”). To effect such payments, an amount equivalent to the Exercise Expenses will be deducted by the Issuer from the Cash Settlement Amount in accordance with Condition 4(C).

3 Automatic Exercise

- (A) Any Warrant in respect of which the Cash Settlement Amount which would be payable by the Issuer if exercised on the Expiry Date shall be deemed to be automatically exercised on the Expiry Date (“**Automatic Exercise**”).
- (B) Any Warrant which has not been automatically exercised in accordance with Condition 3(A) shall expire immediately without value thereafter and all rights of the Warrantholder and obligations of the Issuer with respect to such Warrant shall cease.
- (C) In these Conditions, “**Business Day**” means a day (excluding Saturdays) on which the Stock Exchange is scheduled to open for dealings in Hong Kong and banks are open for business and for carrying on foreign exchange transactions in Hong Kong.

4 Exercise of Warrants

- (A) Warrants may only be exercised in Board Lots or integral multiples thereof.
- (B) Following the Expiry Date the Issuer will, with effect from the first Business Day following the Expiry Date cancel the Global Warrant Certificate.
- (C) Subject to an Automatic Exercise in accordance with Condition 3(A), the Issuer will as soon as practicable and not later than the third CCASS Settlement Day after the Valuation Date (the “**Settlement Date**”) in accordance with these Conditions procure payment of the aggregate Cash Settlement Amount (following deduction of determined Exercise Expenses) for all Warrants exercised or deemed exercised, electronically through CCASS by crediting the relevant bank account of the Warrantholder as appearing in the register kept by or on behalf of the Issuer.

Subject to adjustment as provided in Condition 6, “**Cash Settlement Amount**” means for every Board Lot, an amount calculated by the Issuer in accordance with the following formula, provided that where the Currency Amount is expressed in a currency other than the Settlement Currency, the amount calculated in accordance with the following formula shall either be (i) converted (if applicable) into the Settlement Currency at the Settlement Exchange Rate or, as the case may be, (ii) converted (if applicable) into the Interim Currency at the First Exchange Rate and then converted into Settlement Currency at the Second Exchange Rate:

In the case of a series of call Warrants:

$$\text{Cash Settlement Amount per Board Lot (if any) payable at expiry} = \frac{(\text{Spot Rate} - \text{Strike Rate}) \times \text{Currency Amount} \times \text{one Board Lot}}{\text{Divisor}}$$

In the case of a series of put Warrants:

$$\text{Cash Settlement Amount per Board Lot (if any) payable at expiry} = \frac{(\text{Strike Rate} - \text{Spot Rate}) \times \text{Currency Amount} \times \text{one Board Lot}}{\text{Divisor}}$$

“**CCASS Settlement Day**” has the meaning ascribed to the term “**Settlement Day**” in the CCASS Rules, subject to such modification and amendment prescribed by Hong Kong Securities Clearing Company Limited from time to time.

“**Currency Amount**” has the meaning given to it in the relevant Launch Announcement and Supplemental Listing Document.

“**Currency Pair**” has the meaning given to it in the relevant Launch Announcement and Supplemental Listing Document.

“**Divisor**” means the number specified as such in the relevant Launch Announcement and Supplemental Listing Document.

“**First Exchange Rate**”, if applicable, means the rate specified as such in the relevant Launch Announcement and Supplemental Listing Document.

“**Interim Currency**”, if applicable, has the meaning given to it in the relevant Launch Announcement and Supplemental Listing Document.

“**Market Disruption Event**” means:

- (i) the occurrence, or existence, on the Valuation Date, of any circumstances beyond the control of the Issuer in which the Spot Rate or, if applicable, the Settlement Exchange Rate, the First Exchange Rate and/or the Second Exchange Rate cannot be determined by the Issuer or the Agent in the manner set out in these Conditions or in such other manner as the Issuer and/or the Agent considers appropriate at such time after taking into account all the relevant circumstances; and/or
- (ii) the imposition of any exchange controls in respect of any currencies involved in determining the Cash Settlement Amount.

“**Second Exchange Rate**”, if applicable, means the rate specified as such in the relevant Launch Announcement and Supplemental Listing Document.

“**Settlement Currency**” has the meaning given to it in the relevant Launch Announcement and Supplemental Listing Document.

“**Settlement Exchange Rate**”, if applicable, means the rate specified as such in the relevant Launch Announcement and Supplemental Listing Document, subject to any adjustment in accordance with Condition 6.

“**Spot Rate**” has the meaning given to it in the relevant Launch Announcement and Supplemental Listing Document, subject to any adjustment in accordance with Condition 6.

“**Strike Rate**” means the rate specified as such in the relevant Launch Announcement and Supplemental Listing Document.

“**Valuation Date**” means the date specified as such in the relevant Launch Announcement and Supplemental Listing Document. If the Issuer and/or the Agent determines, in its sole discretion, acting in good faith and in a commercially reasonable manner, that a Market Disruption Event has occurred on the Valuation Date, then the Issuer and/or the Agent shall determine the Spot Rate or, if applicable, the Settlement Exchange Rate, the First Exchange Rate, the Second Exchange Rate and/or any other variables on the basis of its good faith and commercially reasonable estimate of the Spot Rate or, if applicable, the Settlement Exchange Rate, the First Exchange Rate, the Second Exchange Rate and/or any other variables that would have prevailed on that day but for the occurrence of the Market Disruption Event.

Any payment made pursuant to this Condition 4(C) shall be delivered at the risk and expense of the Warrantholder to the Warrantholder, or such bank, broker or other agent in Hong Kong (if any) as is recorded on the register.

- (D) If as a result of an event beyond the control of the Issuer (“Settlement Disruption Event”), it is not possible for the Issuer to procure payment electronically through CCASS by crediting the relevant bank account of the Warrantholder on the original Settlement Date, the Issuer shall use its reasonable endeavours to procure payment electronically through CCASS by crediting the relevant bank account of the Warrantholder as soon as reasonably practicable after the original Settlement Date. The Issuer will not be liable to the Warrantholder for any interest in respect of the amount due or any loss or damage that such Warrantholder may suffer as a result of the existence of a Settlement Disruption Event.
- (E) These Conditions shall not be construed so as to give rise to any relationship of agency or trust between the Guarantor, the Issuer or its agent or nominee and the Warrantholder and neither the Guarantor, the Issuer nor its agent or nominee shall owe any duty of a fiduciary nature to the Warrantholder.

None of the Issuer, the Guarantor or the Agent shall have any responsibility for any errors or omissions in the calculation and dissemination of any variables published by a third party and used in any calculation made pursuant to these terms and conditions or in the calculation of the Cash Settlement Amount arising from such errors or omissions.

The Issuer’s obligations to pay the Cash Settlement Amount shall be discharged by payment in accordance with Condition 4(C) above.

5 Agent

- (A) The Agent will be acting as agent of the Issuer in respect of the Warrants and will not assume any obligation or duty to or any relationship or agency or trust for the Warrantholder.
- (B) The Issuer reserves the right, subject to the appointment of a successor, at any time to vary or terminate the appointment of the initial Agent and to appoint another agent provided that it will at all times maintain an agent in Hong Kong for so long as the Warrants are listed on the Stock Exchange. Notice of any such termination or appointment will be given to the Warrantholder in accordance with Condition 10.

6 Adjustments

- (A) If a Market Disruption Event occurs, the Issuer and/or the Agent has the right to adjust the Spot Rate or, if applicable, the Settlement Exchange Rate, the First Exchange Rate, the Second Exchange Rate

and/or any other relevant variables accordingly. The Issuer shall as soon as reasonably practicable under such circumstances notify the Warrantholder in accordance with Condition 10 if it and/or the Agent determines in good faith and in a commercially reasonable manner that a Market Disruption Event has occurred.

- (B) If exchange control or other laws, regulations, directives or guidelines are imposed by any central banking authority or other governmental or regulatory body which:
- (a) requires the Issuer to obtain permission from such authority or body to purchase the Settlement Currency;
 - (b) otherwise restricts the Issuer's ability to obtain the Settlement Currency; or
 - (c) otherwise adversely regulates the purchase or holding of the Settlement Currency such that additional costs are imposed in obtaining the Settlement Currency which would not be imposed in the absence of such laws, regulations, directives or guidelines, or, if applicable, the cost of obtaining the Settlement Currency at the Settlement Exchange Rate or the Second Exchange Rate (as the case may be) is determined in good faith and in a commercially reasonable manner by the Issuer and/or the Agent to be excessive because of a disruption in the foreign exchange market relating to the Settlement Currency,

then, upon notice from the Issuer to the Warrantholder in accordance with Condition 10 to such effect, the Warrantholder who has exercised its Warrants in accordance with Condition 4 shall receive, at the option of the Issuer, in lieu of the Settlement Currency, an amount equal to the Cash Settlement Amount in any other major non-restricted and freely convertible currency as determined in good faith and in a commercially reasonable manner by the Issuer and/or the Agent.

- (C) Without prejudice to and notwithstanding any prior adjustment(s) made pursuant to the applicable Conditions, the Issuer and/or the Agent may (but shall not be obliged to) make such other adjustments to the terms and conditions of the Warrants as appropriate where any event (including the events as contemplated in the applicable Conditions) occurs and irrespective of, in substitution for, or in addition to the provisions contemplated in the applicable Conditions, provided that such adjustment is: (i) not materially prejudicial to the interests of Warrantholders generally (without considering the circumstances of any individual Warrantholder or the tax or other consequences of such adjustment in any particular jurisdiction); or (ii) determined by the Issuer and/or Agent in good faith to be appropriate and commercially reasonable.
- (D) All determinations made by Issuer and/or the Agent pursuant hereto will be in good faith and in a commercially reasonable manner and conclusive and binding on the Warrantholders. The Issuer will give, or procure that there is given, notice as soon as practicable of any determinations by publication in accordance with Condition 10.

7 Purchase by the Issuer

The Issuer and any of its affiliates may purchase Warrants at any time on or after the date of their issue and any Warrants which are so purchased may be surrendered for cancellation or offered from time to time in one or more transactions in the over-the-counter market or otherwise at prevailing market prices or in negotiated transactions, at the discretion of the Issuer or any such affiliate, as the case may be.

8 Global Warrant Certificate

A global warrant certificate (the “**Global Warrant Certificate**”) representing the Warrants will be deposited within CCASS and registered in the name of HKSCC Nominees Limited (or its successors). The Global Warrant Certificate will not be exchangeable for definitive warrant certificates.

9 Meeting of Warrantholder and Modification

- (A) *Meetings of Warrantholder.* Notices for convening meetings to consider any matter affecting the Warrantholder’s interests will be given to the Warrantholder in accordance with the provisions of Condition 10.

Every question submitted to a meeting of the Warrantholder shall be decided by poll. A meeting may be convened by the Issuer or by the Warrantholder holding not less than 10 per cent. of the Warrants for the time being remaining unexercised. The quorum at any such meeting for passing an Extraordinary Resolution will be two or more persons (including any nominee appointed by the Warrantholder) holding or representing not less than 25 per cent. of the Warrants for the time being remaining unexercised, or at any adjourned meeting two or more persons (including any nominee appointed by the Warrantholder) being or representing Warrantholder whatever the number of Warrants so held or represented.

A resolution will be an Extraordinary Resolution when it has been passed at a duly convened meeting by not less than three-quarters of the votes cast by such Warrantholder as, being entitled to do so, vote in person or by proxy.

An Extraordinary Resolution passed at any meeting of the Warrantholder shall be binding on all the holders of the Warrants, whether or not they are present at the meeting.

Resolutions can be passed in writing without a meeting of the Warrantholder being held if passed unanimously.

- (B) *Modification.* The Issuer may, without the consent of the Warrantholders, effect any modification of the terms and conditions of the Warrants or the Instrument which, in the opinion of the Issuer and/or the Agent, is:

- (i) not materially prejudicial to the interests of the Warrantholders generally (without considering the circumstances of any individual Warrantholder or the tax or other consequences of such modification in any particular jurisdiction);
- (ii) of a formal, minor or technical nature;
- (iii) made to correct a manifest error; or
- (iv) necessary in order to comply with mandatory provisions of the laws or regulations of Hong Kong.

Any such modification shall be binding on the Warrantholders and shall be notified to them by the Issuer as soon as practicable thereafter in accordance with Condition 10.

10 Notices

All notices in English and Chinese to the Warrantholder will be validly given if published on the website of the Hong Kong Exchanges and Clearing Limited. In such circumstances, the Issuer shall not be required to dispatch copies of the notice to the Warrantholders.

11 Further Issues

The Issuer shall be at liberty from time to time, without the consent of the Warrantholder, to create and issue further warrants, upon such terms as to issue price, commencement of the exercise period and otherwise as the Issuer may determine in good faith and in a commercially reasonable manner so as to form a single series with the Warrants.

12 Illegality or Impracticability

The Issuer is entitled to terminate the Warrants if it determines in good faith and in a commercially reasonable manner that, for reasons beyond its control, it has become or it will become illegal or impracticable:

- (A) for it to perform its obligations under the Warrants, or for the Guarantor to perform its obligations under the Guarantee, in whole or in part as a result of:
 - (i) the adoption of, or any change in, any relevant law or regulation (including any tax law); or
 - (ii) the promulgation of, or any change in, the interpretation by any court, tribunal, governmental, administrative, legislative, regulatory or judicial authority or power with competent jurisdiction of any relevant law or regulation (including any tax law),(each of (i) and (ii), a “**Change in Law Event**”); or
- (B) for it or any of its affiliates to maintain the Issuer’s hedging arrangements with respect to the Warrants due to a Change in Law Event.

Upon the occurrence of a Change in Law Event, the Issuer will, if and to the extent permitted by the applicable law or regulation, pay to each Warrantholder a cash amount that the Issuer and/or Agent determines in good faith and in a commercially reasonable manner to be the fair market value in respect of each Warrant held by such Warrantholder immediately prior to such termination (ignoring such illegality or impracticability) less the cost to the Issuer of unwinding any related hedging arrangement as determined by the Issuer and/or the Agent, in its sole and absolute discretion, acting in good faith and in a commercially reasonable manner. Payment will be made to each Warrantholder in such manner as shall be notified to the Warrantholders in accordance with Condition 10.

13 Good Faith and Commercially Reasonable Manner

Any exercise of discretion or determination by the Issuer and/or the Agent under these Conditions will be made in good faith and in a commercially reasonable manner.

14 Contracts (Rights of Third Parties) Ordinance

A person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of the Warrants.

15 Governing Law

The Warrants, the Guarantee and the Instrument will be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People’s Republic of China (“**Hong Kong**”). The Issuer, the Guarantor and the Warrantholder (by its acquisition of the Warrants) shall be deemed to have submitted for all purposes in connection with the Warrants, the Guarantee and the Instrument to the non-exclusive jurisdiction of the courts of Hong Kong.

16 Language

A Chinese translation of these Conditions is available upon request during usual business hours on any weekday (Saturdays, Sundays and holidays excepted) at the offices of the Agent. In the event of any inconsistency between the English version and Chinese translation of these Conditions, the English version shall prevail and be governing.

Agent

J.P. Morgan Securities (Asia Pacific) Limited
23-29/F, Chater House
8 Connaught Road Central
Hong Kong

Updated Information about Us and our Guarantor

There is no supplemental information about the Issuer or our Guarantor.

PARTIES

Issuer

J.P. Morgan Structured Products B.V.
Luna ArenA
Herikerbergweg 238
1101 CM Amsterdam
The Netherlands

Guarantor

JPMorgan Chase Bank, National Association
383 Madison Avenue
New York, New York 10179
United States of America

Managers

J.P. Morgan Securities plc
25 Bank Street
Canary Wharf
London E14 5JP
England

J.P. Morgan Securities (Asia Pacific) Limited
23-29/F, Chater House
8 Connaught Road Central
Hong Kong

Liquidity Provider

J.P. Morgan Broking (Hong Kong) Limited
23-29/F, Chater House
8 Connaught Road Central
Hong Kong

Legal Advisers

to the Issuer and the Guarantor
(as to Hong Kong Law)

King & Wood Mallesons
13th Floor
Gloucester Tower
The Landmark
15 Queen's Road Central
Central
Hong Kong

Agent

J.P. Morgan Securities (Asia Pacific) Limited
23-29/F, Chater House
8 Connaught Road Central
Hong Kong

Issuer's Auditor

PricewaterhouseCoopers Accountants N.V.
Thomas R. Malthusstraat 5
1066 JR Amsterdam, P.O. Box 90357
1006 BJ Amsterdam
The Netherlands

Guarantor's Auditor

PricewaterhouseCoopers LLP
Independent Auditor
300 Madison Avenue
New York, New York 10017
United States of America