

J.P.Morgan

**J.P. Morgan India Private
Limited**

Additional Documents for Futures & Options
(FO) and Currency Derivatives Segment (CD)

(Non Individual Clients)

INDEX

<u>Sr No</u>	<u>Name of the Document</u>	<u>Brief Significance of the document</u>	<u>Applicability</u>	<u>Page No.</u>
SECTION A - MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI AND STOCK EXCHANGES				
Doc 1	Clearing Member – Constituent Agreement	Contains terms and conditions governing the relationship between JPMIPL and client with respect to transactions executed/ cleared on National Securities Clearing Corporation Limited (“NSCCL”)	FO, CD (For Full service clients only)	4-10
SECTION B - DOCUMENTS REQUIRED BY JPMIPL TO ASSIST IN PROVIDING SERVICE TO CLIENT. NOT MANDATORY UNDER EXISTING REGULATIONS				
Doc 2	JPM Internal Agreement and Letter in lieu of corporate certificate	Contains Internal terms of business governing the relationship between JPMIPL and client with respect to transactions executed/cleared on NSE/NSCCL	FO, CD (Clearing relationships only)	12-20
Doc 3	Letter of Standing instructions	This document contains standing instructions from client for maintenance and operation of their trading and clearing account with JPMIPL	FO, CD	21
Doc 4	Procedures governing execution services	This document contains procedures governing execution only relationship for non institutional clients for F&O & Currency Derivatives Segment	FO, CD (Execution only relationships)	22-23

Section A

MANDATORY DOCUMENTS AS PRESCRIBED BY
SEBI AND STOCK EXCHANGES

DOC 1

Clearing Member - Constituent Agreement

This agreement is made on this ____ day of ____ 200__, between **J.P. Morgan India Private Limited**, a company having its registered office at **J.P. Morgan Tower, Off C.S.T. Road, Kalina, Santacruz East, Mumbai – 400098, India** registered as a Clearing Member (hereinafter called the "Clearing Member") with National Securities Clearing Corporation Ltd. (hereinafter called "NSCCL") which expression shall unless repugnant to the context or meaning thereof include its successors, legal representatives and permitted assigns) and

_____, a company/
partnership firm/ individual having its registered office/ office/ residence at

_____, (hereinafter called "the Constituent") which expression shall unless repugnant to the context or meaning thereof include its successors, legal representatives and permitted assigns).

WHEREAS

1. The constituent is _____ and desires to effect purchase or sale of securities in the Futures and Options segment / Currency Derivatives Segment of the National Stock Exchange of India Ltd. (here in after called "NSEIL") through more than one trading member of NSEIL and clear and settle such trades through Clearing Member who, in turn, agreed to clear and settle the trades executed by the constituent through a trading member or trading members, subject to the provisions contained in the Rules, Bye Laws and Regulations of NSCCL (Futures & Options Segment / Currency Derivatives Segment).
2. **J.P. Morgan India Private Limited** is a Clearing Member of NSCCL and is, inter alia, authorised to carry on the activities of clearing and settlement of deals, which are executed on the Futures & Options Segment / Currency Derivatives Segment of NSEIL by the trading member who has appointed the Clearing Member to clear and settle his deals or on behalf of Constituents who have appointed the Clearing Member to clear and settle their deals.
3. The Constituent has approached the Clearing Member to undertake clearing & settlement of deals and to discharge his duties and obligations towards NSCCL on his behalf and the Clearing Member, in turn, agreed to clear & settle the trades done by the Constituent through a trading member or trading members subject to the provisions contained in the Rules, Bye Laws and Regulations of NSCCL (Futures & Options Segment / Currency Derivatives Segment) and the terms and conditions contained herein.
4. The parties to this agreement are desirous of reducing the terms and conditions agreed, in writing, as contained herein:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. At the request of the Constituent and in consideration of the Constituent agreeing to pay certain

fees and charges mentioned herein and abide by the terms and conditions contained in this agreement, Rules, Bye-Laws and Regulations of NSCCL and NSEIL, the Clearing Member hereby undertakes upon himself the obligations of clearing and settlement of the deals of the Constituent executed/ done, through one or more trading members, on the Futures & Options Segment / Currency Derivatives Segment of NSEIL and to do all the acts, deeds and activities arising from and/ or incidental to the clearing and settlement of such deals.

2. Rights of the Clearing Member

- (1) The Clearing Member shall be entitled to demand/ receive from the Constituent such deposits in such form as he may specify from time to time.
- (2) Without prejudice to the generality of the above, the Constituent shall place with the Clearing Member an amount as agreed by both parties as deposit which shall be maintained at any point of time. Subject to the provisions of Bye Laws, Rules and Regulations of NSCCL/NSEIL, in case of any shortfall in such deposit, the Clearing Member shall be entitled to initiate any action necessary to protect his interests in this regard against the Constituent.
- (3) The Clearing Member shall be entitled to receive such fees, charges, or commission, in respect of various services which he renders or agrees to render to the Constituent, from the Constituent at such intervals as may be mutually agreed upon.
- (4) The Clearing Member shall specify, subject to the requirements prescribed by NSCCL from time to time, the exposure limits upto which open positions can be taken by the Constituent. Such limits may be increased or reduced by the Clearing Member from time to time. The Clearing Member shall have the authority to initiate any action necessary to protect his interests in this regard, which may, inter alia, include restriction on further trading and closeout of open positions of the Constituent.
- (5) The Clearing Member shall be entitled to collect from the Constituent, margin(s) of such amounts of such kinds, as he may deem necessary, which at any point of time shall not be less than the amount stipulated by NSCCL from time to time. The Clearing Member shall have authority to collect such additional margin(s) as the Clearing Member may deem necessary or as per the requirement of NSCCL.
- (6) The Clearing Member shall be entitled to receive from the Constituent such amounts as may be required to be paid towards daily mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of option contracts, exercise settlement of option contracts or such other settlement, as per the requirement of NSCCL.
- (7) The Clearing Member shall have authority to close out/ liquidate the open positions of the Constituent in accordance with the Rules/ Byelaws and Regulations of NSCCL, in the case of non-payment of dues by the Constituent towards margins, additional margins, daily mark to market settlement of futures contracts, final settlement of futures contract, premium settlement of option contracts, exercise settlement of option contracts or such other settlement, fees, , commission and/ or charges, by making necessary requests to NSEIL/ NSCCL for initiating such action. In such case, any loss arising due to the closing out of open positions shall be payable by the constituent and will be recovered from the Constituent by the Clearing Member.

- (8) The Clearing Member shall have the right to inspect the books of accounts, records, documents and computerised data of the Constituent for which the Clearing Member shall have free access to the premises occupied by the Constituent or by any other person on his behalf.

3. Obligations of the Clearing Member

- (1) The money deposited by each Constituent shall be kept in a separate account by the Clearing Member, distinct from his own account and shall provide the details of margins collected for the trades executed by the constituent, to NSCCL as per the requirements of NSCCL. .
- (2) The Clearing Member shall inform the Constituent about the exposure limits (including any increase or reduction in such limits) upto which open positions can be taken by the Constituent.
- (3) The Clearing Member shall be liable to pay to the Constituent any amount becoming due and receivable by the Constituent towards daily mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of option contracts, exercise settlement of option contracts and such other settlement as per the requirements of NSCCL.
- (4) The Clearing Member shall be required to refund any excess margin money to the Constituent as per mutual agreement.
- (5) The Clearing Member may settle the accounts on a periodical basis, if mutually agreed between the Clearing Member and the Constituent, which should be in accordance with the Byelaws, Rules & Regulations of NSCCL.
- (6) In the event of default by the Clearing Member or his being declared a defaulter by NSEIL/ NSCCL, the amount paid by the Constituent and got deposited with NSCCL shall remain safe and shall not be utilised to meet the Clearing Member's own liabilities and/ or the liabilities of his other Constituents. In such cases, the Clearing Member shall render all assistance to the Constituent for transfer of Constituent 's positions to some other Clearing Member, if such event occurs.
- (7) In the event of failure by the Clearing Member in the payment of any dues to the NSCCL as well as the Constituent, the Constituent shall, with the prior approval of NSCCL, have the right to transfer his own open positions immediately to another Clearing Member. The Clearing Member shall be obliged to pay to the Constituent for any costs incurred for transfer of the open positions, if such event occurs.
- (8) In case the Clearing Member is declared a defaulter by NSEIL/ NSCCL, and the Constituent transfers his open positions to some other Clearing Member, the Clearing Member shall be obliged to pay for any costs incurred for transfer of the open positions.
- (9) If due to the default of the Clearing Member, the open positions of the Constituents are closed-out and any loss is incurred due to such close-out, the Clearing Member shall reimburse such loss to all the Constituents except to the Constituents because of whom the Clearing Member has defaulted.
- (10) The Clearing Member shall treat the information pertaining to the Constituent as confidential. The Clearing Member shall not disclose the same to any other person except to the governmental, statutory, regulatory or legal authorities on a request made by these authorities in writing.

(11) The Clearing Member shall be required to provide reports/ statements of mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of options contracts, exercise settlement of option contracts or such other settlement, margin amounts and open positions to the Constituent, for such period as may be mutually agreed.

4. Rights of the Constituent

- (1) The Constituent shall be entitled to have all the deals, executed through any Trading Member or Trading Members on the Futures & Options Segment / Currency Derivatives Segment of NSEIL, cleared and settled through the Clearing Member.
- (2) The Constituent shall be entitled to receive intimation from the Clearing Member about the exposure limits (including any increase or reduction in such limits) upto which open positions can be taken by the Constituent.
- (3) The Constituent shall be entitled to receive reports/ statements of mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of option contracts, exercise settlement of option contracts or such other settlement, margin amounts and open positions from the Clearing Member, for such period as may be mutually agreed.
- (4) The Constituent shall be (liable) entitled to (pay to) receive from the Clearing Member such amounts towards daily mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of option contracts, exercise settlement of option contracts and such other settlement as per the requirement of NSCCL.
- (5) In the event of the Clearing Member being declared a defaulter by NSCCL, the Constituent, except the Constituent because of whom the Clearing Member has defaulted, shall be entitled to transfer his open positions to some other Clearing Member and recover any costs incurred for such transfers from the Clearing Member.
- (6) In the event of failure by the Clearing Member in the payment of any dues to NSCCL as well as the Constituent, the Constituent shall, with the prior approval of NSCCL have the right to transfer his own open positions immediately to another Clearing Member. The Constituent shall also have the right to recover from Clearing Member any costs incurred for transfer of the open positions.
- (7) In case the open positions of the Constituents are closed-out due to the default of the Clearing Member, the Constituent, except the Constituents because of whom the Clearing Member has defaulted, shall be entitled to recover such loss from the Clearing Member.

5. Obligations of the Constituent

- (1) The Constituent shall pay to the Clearing Member such deposits in such form as the Clearing Member may specify from time to time.
- (2) Without prejudice to the generality of the above, the Constituent shall place with the Clearing Member an amount as agreed by both parties as deposit which shall be maintained at any point of time. Subject to the provisions of Bye Laws, Rules and Regulations of the NSCCL/ NSEIL, the

Clearing Member shall be entitled to initiate any action necessary to protect his interest in this regard against the Constituent.

- (3) The Constituent shall pay to the Clearing Member such fees, charges, or commission in respect of various services which he renders or agrees to render to the Constituent at such intervals as may be mutually agreed upon by them.
- (4) The Constituent shall pay to the Clearing Member margins of such amounts as may be prescribed by NSCCL from time to time including additional margins, if any or such higher amount of margins as may be mutually agreed with the Clearing Member. The margins shall be deposited by the Constituent within such time and in such form as may be specified by the Clearing Member.
- (5) The Constituent shall be liable (entitled) to pay to (receive from) the Clearing Member such amounts towards daily mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of option contracts, exercise settlement of option contracts and such other settlement as per the requirement of NSCCL.
- (6) The accounts shall be settled on a periodical basis as may be mutually agreed between the Clearing Member and the Constituent.
- (7) The Constituent shall be obliged to reimburse to the Clearing Members any loss caused due to the closing out / liquidation of his open positions initiated by the Clearing Member, on account of non-payment of dues by the Constituent towards margins, additional margins, daily mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of option contracts, exercise settlement of option contracts or such other settlement, fees, charges, commission, penalties and expenses, any other sum ,as per the requirement of NSCCL.
- (8) The Constituent shall do all such acts, deeds and activities that are necessary for the purpose of strict compliance with the Rules, Bye Laws & Regulations of NSEIL/ NSCCL by the Clearing Member.
- (9) If due to the default of the Constituent, the open position of the Constituent is closed-out and any loss is incurred due to such closeout, the Constituent shall be liable to reimburse such loss to the Clearing Member.

6. Termination of the Agreement

The agreement entered into between the Clearing Member and the Constituent may be terminated by the parties by giving at least one month written notice to the other party or as may be mutually consented. Such cancellation or termination shall not have any effect on transactions executed before the time and date of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such executed transactions.

7. Notice

Any communication between the Clearing Member and the Constituent shall be made in any one or more of the following ways:

- (a) an electronic mail or fax
- (b) delivering it by post
- (c) sending it by registered post

- (d) sending it under certificate of posting
- (e) sending it by express delivery post / courier services.
- (f) sending it by telegram
- (g) affixing it on the door at the last known business or residential address
- (h) advertising it at least once in any prominent daily newspaper

8. Force Majeure

No liability shall result to either party for delay in performance or non-performance of the obligations under the agreement caused and/or contributed to by any event of force majeure. For purposes of this Clause, "Force Majeure" means and includes wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, declared general strikes in relevant industries, act of God, act of governmental, statutory, regulatory or legal authority and such other acts or events beyond the control of the non-performing party.

9. No assignment

Neither party shall be entitled to assign or otherwise transfer this agreement or any benefits, rights, obligations or interests herein whether in whole or in part to any other agency without the prior written consent of the other.

10. Non-waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each right, power or remedy shall be cumulative.

11. Arbitration

- (1) All disputes, differences or questions arising out of or in relation to the agreement including the interpretation of the terms contained herein with regard to the obligations, failure or breach thereof by any of the parties and/or of any matter whatsoever arising out of the Agreement, shall in the first instance be resolved mutually by the parties.
- (2) If the parties fail to resolve the same mutually, then the same shall be referred to the arbitration in accordance with the Rules, ByeLaws and Regulations of NSCCL.

12. Jurisdiction

This agreement shall be subject to the exclusive jurisdiction of the courts in Mumbai

IN WITNESS THEREOF, the parties to this agreement have caused these presents to be executed as of the day and year first above written.

Signed for and on behalf of

CLEARING MEMBER : **J.P. Morgan India Private Limited**
By :

Signature :
Title :
Witness :

Signed for and on behalf of

CONSTITUENT :
By :
Signature :
Title :
Director :
Witness :

SECTION B - DOCUMENTS REQUIRED BY
JPMIPL TO ASSIST IN PROVIDING SERVICE TO
CLIENT
(NOT MANDATORY UNDER EXISTING
REGULATIONS)

DOC 2
JPM INTERNAL AGREEMENT

CLIENT NAME

Client Agreement

(Terms contained in this agreement are not mandatory terms prescribed under local regulations, but are additional terms elected by JPMIPL to govern the provision of Futures & Options / Currency Derivatives facility to Client).

PART A - Client Agreement

In consideration of acceptance by J.P. Morgan India Private Limited ("JPMIPL") of an account or accounts (individually or jointly an "Account") in the name of ("Client") for execution, clearance and/or carrying contracts the parties agree as follows:

1. Authorization

Client authorizes JPMIPL to purchase and sell on behalf of Client, futures contracts, options contracts, security futures contracts or any other contracts or instruments (together "Contracts") in which JPMIPL has notified Client that JPMIPL is prepared to conduct business on the National Stock Exchange of India Ltd. ("NSEIL").

2. Charges

Client shall pay to JPMIPL: (a) brokerage and commission charges as agreed upon between Client and JPMIPL from time to time; (b) premiums on any option purchased or cleared by JPMIPL on behalf of Client; (c) any fees, fines, penalties or other charges imposed by NSEIL, the clearing organization National Securities Clearing Corporation Ltd. ("NSCCL"), governmental agency, self-regulatory organization, or any court of competent jurisdiction on any Account opened or transaction executed for Client, and any tax imposed on any such transaction by any competent authority; including any consequential interest, and penalties, except any such charges as may be imposed due to the negligence or misconduct of JPMIPL. (d) the amount of any loss that may result from transactions executed or cleared by JPMIPL on behalf of Client; (e) any sums due arising from delivery obligations; and (f) any applicable taxes on any of the foregoing.

Such payments shall be made to JPMIPL at JPMIPL's office at J.P. Morgan Towers, Off. C.S.T. Road, Kalina, Santacruz East, Mumbai – 400098, India or at such other place and at such time and in such manner as JPMIPL shall notify Client, or by deduction from any funds held by JPMIPL on behalf of Client.

3. Acknowledgments and Understandings

Client understands and acknowledges that:

(a) Any trading recommendations and market or other information communicated to Client by JPMIPL are incidental to the provision of services by JPMIPL to Client under this Agreement and do not constitute an offer to sell or the solicitation of an offer to buy any Contracts or any commodity underlying any Contracts. Such recommendations and information, although based upon information obtained from sources believed by JPMIPL to be reliable, may be incomplete, may not have been verified and may be changed without notice to Client. JPMIPL makes no representation, warranty or guarantee as to the accuracy or completeness of any market or other information or trading recommendations furnished to Client or as to the tax consequences of Client's transactions.

(b) JPMIPL is a separate and independent corporate entity, distinct from its affiliates (as defined in Section 4(a) of this Agreement). JPMIPL shall be free to purchase and sell Contracts for its affiliates (as so defined) without limitation or restriction except as provided under Subsection (e) below.

(c) JPMIPL has no discretionary authority or control with respect to purchasing or selling Contracts, or other property for Client, except as provided in Sections 8 and 9 hereof. JPMIPL shall not render any advice to Client on a regular basis pursuant to a mutual agreement or understanding that such advice will serve as a primary basis for investment or trading decisions with respect to Client's assets. Client is solely responsible for any and all trading decisions including order routing decisions made by Client.

JPMIPL does not undertake to notify Client of price improvement opportunities. JPMIPL shall not be required to execute any order or to comply with any direction from Client if, in JPMIPL's sole discretion, the state of Client's Account does not justify such execution or compliance.

(d) JPMIPL is authorized to combine orders for Client's Account with orders of JPMIPL's affiliates and orders for other clients.

(e) All transactions by JPMIPL on behalf of Client shall be subject to the applicable constitution, by-laws, rules, regulations, customs, usages, rulings and interpretations ("Rules") of NSEIL, alternative trading systems, contract markets, derivatives transaction execution facilities, NSCCL, to all applicable Rules of governmental authorities and self-regulatory organizations, and to all applicable laws and regulations promulgated thereunder. Client agrees to be bound by such Rules and that JPMIPL shall not be liable to Client as a result of any action taken by JPMIPL to comply with any such Rule, law or regulation, including, without limitation, any liquidation, in whole or in part, of Client's positions or any other action taken in the event that NSEIL declares an emergency.

(f) Client agrees to abide by all position limits as may be established from time to time and agrees not to violate such limits when acting alone or in concert with others. If at any time Client's Account violates any applicable position limit, Client agrees that JPMIPL may, in its discretion, liquidate any contract causing such violation, without prior notice to Client and/or exercise any other remedy permitted under the Client Agreement as JPMIPL deems appropriate to protect JPMIPL

Where Client is a Foreign Institutional Investor ("FII") for the purposes of Indian regulations, Client may be subject to limits prescribed by the Securities and Exchange Board of India ("SEBI"), the Reserve Bank of India ("RBI"), NSEIL and other regulatory authorities or law in respect of FIIs' open positions in specified Contracts or the spot markets relating to specified Contracts. ("FII Prescribed Limits"). Where FII Prescribed Limits apply to Client's trading activities, Client hereby acknowledges and agrees as follows:

(i) Client shall ensure that Client at all times complies with FII Prescribed Limits or any other regulations prescribed by SEBI, RBI, NSEIL or any other regulatory authority and any law as may be in force from time to time concerning positions held by FIIs in specified Contracts. Client is fully responsible for ensuring that Client is familiar with FII Prescribed Limits and understands the operation of FII Prescribed Limits and JPMIPL is under no obligation to Client in this regard.

(ii) JPMIPL has no source of information concerning Client's open positions in Contracts subject to FII Prescribed Limits other than information provided to JPMIPL by Client. JPMIPL is therefore relying exclusively on information provided by Client for the purpose of JPMIPL fulfilling its monitoring and reporting obligations to the Indian regulatory authorities in respect of Client's open positions in Contracts subject to FII Prescribed Limits. In order that JPMIPL may timely fulfill its monitoring and reporting obligations in respect of Client's open positions in Contracts subject to FII Prescribed Limits, Client shall provide to JPMIPL all of the information specified immediately below in writing by no later than 9:00 am India time on each NSEIL trading day and Client shall promptly and fully inform JPMIPL of any change or modification to that information:

- Unutilised permissible limit
- Spot market portfolio (Net position)
- Intend trades of spot market for the day (Net position)

Client fully indemnifies JPMIPL from and against any and all losses, claims, demands, damages, interest, costs, expenses, judgments and damages and liabilities of any kind (including but not limited to legal and

professional fees and expenses) relating to, arising out of, or in any way connected with any breach by Client of the provisions of this subclause (f)

4. Proprietary Trading Disclosure

Pursuant to Securities and Exchange Board of India circular dated November 19, 2003 bearing no. SEBI/MRD/SE/Cir-42/2003 and National Stock Exchange of India Limited circular dated November 25, 2003 bearing no. NSE/INVG/PRE/2003/16, Client understands and acknowledges that JPMIPL currently does only client based business and does not trade on a proprietary account. JPMIPL will notify Client in writing if at any time this practice changes.

5. JPMIPL's Affiliates

Client understands and acknowledges that: (a) JPMIPL, or one or more of its affiliates (which term as used herein includes JPMorgan Chase & Co. ("JPMC"), JPMIPL's sole stockholder, JPMorgan Chase Bank, National Association ("JPMCB"), any subsidiary of JPMCB or JPMC, and any of JPMIPL's officers, directors or employees) may have a position in and may intend to, and may, buy or sell Contracts or any commodity underlying any such Contracts, which are the subject of information or recommendations furnished to Client, and that JPMIPL's positions or transactions or those of any affiliate may or may not be consistent with the recommendations furnished to Client by JPMIPL; (b) the use of JPMIPL's services as provided herein is not in any way related to or dependent upon the use of other services offered by any of JPMIPL's affiliates, including the credit services of JPMCB; and (c) Client consents to transactions with other clients of JPMIPL, including JPMIPL's affiliates, so long as they are executed in accordance with the Rules of NSEIL..

6. Representations and Warranties

At the time of entering into the Agreement and again upon the placement of each order or instruction Client represents and warrants to JPMIPL on a continuing basis that: (i) Client is validly existing and empowered to enter into this Agreement and to effectuate transactions in Contracts as contemplated hereby; (ii) If Client's Account is managed by a trading advisor(s), Client has provided such advisor(s) with specific discretionary authority to enter into Contracts (including security futures), or by this document provides them with such specific authority; (iii) any financial statements submitted in connection herewith, and any other information submitted by Client to JPMIPL in connection with the opening or maintenance of Client's Account, are true and correct to the best of Client's knowledge and JPMIPL shall be entitled to rely thereon; (iv) no person or entity has any interest in or control of the Account to which this Agreement pertains except as disclosed; (v) Client has received, read, understands and will comply with the duties and responsibilities contained in the Risk Disclosure Document supplied by JPMIPL as updated from time to time; (vi) Client is aware of the risks and obligations of Contracts, in which JPMIPL has notified Client that JPMIPL is prepared to conduct a business and Client is fully prepared to assume such risks and obligations; and, (vii) Client is in compliance with all laws and regulations applicable to the transactions contemplated by this Agreement.

(b) Client will promptly notify JPMIPL in writing if any of the above representations shall materially change or cease to be true and correct.

7. Client Property

Without prejudice to any rights JPMIPL may have in law or under this Agreement, JPMIPL shall have a lien and/or security in favour of JPMIPL over all Client's property or money at any time held by JPMIPL to discharge, margin or offset any indebtedness or other obligations owed by Client to JPMIPL. To the extent permitted by the Rules, Client grants JPMIPL the right to pledge, charge, substitute, invest, loan

or otherwise deal with property or money of Client held by JPMIPL without obligation to pay or otherwise account to Client any interest, income or benefits that JPMIPL may derive therefrom. JPMIPL shall at no time be required to deliver to Client the identical property delivered to or purchased by JPMIPL but only property of the same kind and amount.

8. Margin Deposits

JPMIPL may deposit Client's margin deposits with any institution permitted by the Rules and JPMIPL shall not be liable to Client for any losses in respect of the margin deposits so deposited, resulting directly or indirectly from the closure, default, bankruptcy, insolvency, liquidation or receivership of such institution with which the margin deposits are placed. Client waives its entitlement to interest as part of the consideration of JPMIPL maintaining Client's account.

9. Client Instructions and Deliveries

Within such commercially reasonable deadlines as JPMIPL may establish from time to time in the case of any positions in futures and options, Client agrees to either give JPMIPL instructions to liquidate, make or take delivery of such futures or to liquidate, exercise or allow the expirations of such options, and will deliver to JPMIPL sufficient funds and/or documents required in connection with the exercise of delivery. If such instructions or such funds and/or documents, with regards to options transactions, are not received by JPMIPL prior to the expiration of the option, JPMIPL may allow such option to expire except where otherwise mandated by Rules. With respect to any deliverable futures contract, Client agrees that JPMIPL may require Client to either deliver the underlying instrument as JPMIPL so directs or make full payment of the value of the futures contract, within such commercially reasonable deadline as JPMIPL may establish from time to time, and provide assurance satisfactory to JPMIPL, that Client can fulfill Client's obligation to make or take delivery, failing which, JPMIPL may liquidate without giving any notice to Client, any or all of Client's positions in any reasonable manner as it deems fit (including incurring expenses on account of Client) and, in addition, Client shall indemnify JPMIPL for any loss, expense, cost and other liability suffered or incurred by JPMIPL in relation thereto.

10. Right to Liquidate Account

If any of the following events shall occur, JPMIPL may proceed in accordance with the following paragraph: (a) Client shall be dissolved or in any other way terminated; (b) Client shall fail timely to deposit or maintain initial or original margin or make timely payment of additional or variation margin or fail to pay for shares of stock, other securities or commodities arising from Client taking delivery on Contracts; (c) Client shall fail to pay the premium on any option purchased by Client; (d) a proceeding under any applicable bankruptcy or insolvency law, an assignment for the benefit of creditors or an application for a receiver, custodian, conservator, administrator, liquidator or trustee shall be filed or applied for, by or against Client (or, if Client is a trust, its trustee or sponsor), or an order shall be made or a resolution shall be passed for the winding up, liquidation or administration of Client (or, if Client is a trust, its trustee or sponsor); (e) the property deposited in Client's Account shall be determined by JPMIPL, in its sole and absolute discretion, to be inadequate to secure the Account; (f) Client's Account shall incur a deficit balance; (g) JPMIPL shall determine that any material representation or warranty made by Client to JPMIPL is untrue or inaccurate; (h) if Client is an investment company or other form of collective investment vehicle, proceedings for the revocation or suspension of any registration of any public offering of interests in Client or of any person or entity required to be registered in connection with Client's activities have been instituted or are pending or threatened by any governmental agency or self-regulatory organization; or (i) JPMIPL in its sole discretion determines that Client has breached any of Client's obligations as specified of clause 3(f) of this Agreement .

In each event specified above, JPMIPL may liquidate Client's open positions in whole or in part; (by any reasonable method) and/or, sell or otherwise dispose of, realize, set off or apply any or all of the property represented by an entry on or standing to the credit of Client's Account or held by, to the order or under the direction or control of JPMIPL or NSEIL or NSCCL, buy any property for Client's Account, and/or cancel any outstanding orders and commitments made by JPMIPL on Client's behalf. Without prejudice to the foregoing, JPMIPL shall have (to the greatest extent permitted by applicable law) all of the rights of a secured party with respect to the property referred to above.

Any such liquidation, sale, purchase and/or cancellation may be made at JPMIPL's discretion on any exchange or other market or through any clearing organization where such business is transacted, at public auction or at private sale, upon prior notice to Client if reasonable under the circumstances, without advertising the same and without prior tender, demand or call upon Client. No prior tender, demand or call from JPMIPL of the time and place of such liquidation, sale, purchase and/or cancellation shall be deemed to be a waiver of JPMIPL's right to liquidate, sell, purchase and/or cancel as provided herein.

In any transaction described above, JPMIPL may sell any property to itself or its affiliates or buy any property from itself or its affiliates. JPMIPL may, to the extent permitted by law, purchase the whole or any part thereof free from any right of redemption. In all cases, Client shall remain liable for, and shall pay to JPMIPL the amount of, any deficiency in Client's Account with JPMIPL resulting from any transaction described herein above.

11.Foreign Currency Transactions

In the event that JPMIPL agrees on behalf of Client to enter into any contract on an exchange on which transactions are effected in a currency ("foreign currency") other than the currency provided to JPMIPL by Client ("other currency"), any profit or loss arising as a result of a fluctuation in the exchange rate affecting such foreign currency will be entirely for Client's Account and risk.

12.Limitation of Liability

- (a) JPMIPL shall have no responsibility for compliance by Client with any law or regulation governing Client's conduct as a fiduciary, if applicable. JPMIPL shall not be liable to Client except for JPMIPL's willful misconduct or gross negligence. Without limiting the generality of the foregoing, JPMIPL shall not be liable for delays in the transmission of orders due to the breakdown or failure of transmission or communication facilities or any other cause beyond JPMIPL's control, including the negligence or misconduct of NSEIL or NSEIL's officers, directors, employees or agents. In addition, but subject to applicable laws and Rules, JPMIPL shall not be responsible or liable to Client for any loss or damage arising out of the failure or delay by NSEIL or NSCCL to enforce its Rules, or the failure or delay by NSEIL, NSCCL, any custodian, carry broker, depository or other entity to fulfill its obligations to, or to pay in full all amounts directly or indirectly owed to, JPMIPL with respect to any transaction contemplated hereunder.
- (b) Where there is any change in political, social, legal, economic or other circumstances which increases the cost or risk of executing any transaction or maintaining any open position for Client or against Client, JPMIPL may by notice to Client rescind or otherwise terminate such transaction notwithstanding that JPMIPL may be dealing as principal or agent with Client except where Client indemnifies JPMIPL in a form satisfactory to JPMIPL against the increased costs of executing, or continuing to maintain such open position.
- (c) Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all

facilities and systems, they are vulnerable to temporary disruption or failure. Client's ability to recover certain losses may be subject to limits on liability imposed by the system provider, NSEIL, NSCCL and/or member firms. Such limits may vary; Client should ask the firm with which Client conducts its transactions for details in this respect.

13. Governing Law and Jurisdiction

This Agreement shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.

14. Termination

This Agreement, and the relationship between Client and JPMIPL hereunder, may be terminated at any time by notice from one party to the other. Such notice may be oral or in writing; provided, however, that, if notice is given orally, it shall be promptly confirmed in writing. Upon the giving of such notice, the parties hereto shall mutually agree as to the time of the liquidation or transfer of all open positions in Client's Account and the return of any of Client's property held by JPMIPL to margin Client's transactions. Notwithstanding any notice of termination, all the rights and obligations of the parties hereunder shall remain in full force and effect until such liquidation or transfer of open positions and return of such property. Any termination pursuant to this Section 14 shall be without payment of any penalty by Client or any other payment in respect of such termination other than the costs, charges, fees, fines and penalties specified in Section 2 hereof.

15. Miscellaneous

This Agreement shall inure to the benefit of and be binding upon JPMIPL, Client and their respective successors and assigns; provided however, that Client may not assign this Agreement without the prior written consent of JPMIPL. If any term or provision hereof shall to any extent be contrary to any applicable law, Rule or government regulation or otherwise invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement contains the entire agreement between the parties and supersedes any prior agreements between the parties as to the subject matter of this Agreement. Subject to Section 3(e) hereof, no provision of this Agreement shall in any respect be waived, altered, modified or amended without the written consent of the parties hereto. The rights and remedies of the parties hereunder shall be cumulative, and the exercise or waiver of any thereof shall not preclude or inhibit the exercise of any additional rights and remedies.

Client agrees to furnish appropriate financial statements to JPMIPL, to notify JPMIPL of any material changes in Client's financial position, and to furnish promptly such other information concerning Client as JPMIPL may reasonably request.

Client hereby acknowledges and understands that Indian law requires all financial institutions to obtain, verify, and record information that identifies each Client who opens an account and, therefore, in order to open an account, JPMIPL will request Client's name, address, and for individuals, date of birth, as well as other information necessary to verify identity.

If more than one person or entity owns an interest in the Account to which this Agreement pertains, all such persons and entities shall execute this Agreement and each shall be deemed to be the Client.

16. Communications

Client, or any person notified to JPMIPL as being authorized by Client, may give JPMIPL oral or written instructions concerning any transaction or proposed transaction or any other matter (including

terminating JPMIPL's authority to act for Client in accordance with this Agreement). JPMIPL shall be entitled to rely upon oral or written instructions which JPMIPL believes in good faith to have been given by an authorized person and shall be fully protected in acting upon any such instructions. Client hereby waives any defense that any such instruction was not in writing.

Confirmations of trades, statements of Account, margin calls and any other notices sent by JPMIPL to Client (whether by mail, facsimile, telex, or any electronic means whatsoever) shall be conclusively deemed accurate and complete if not objected to in writing within twenty four (24) hours from the date of transmittal to Client. Client shall direct any objections to the attention of JPMIPL's Manager - Operations.

All communications to Client shall be to such address as Client may direct JPMIPL in writing to use. All communications to JPMIPL shall be to JPMIPL's office specified in Section 2 of this Agreement or to such other address as JPMIPL may hereafter direct Client in writing to use.

JPMIPL will provide all daily/monthly confirmations of trades and daily/monthly purchase and sale statements solely by e-mail or other electronic transmission. JPMIPL understands that Client wishes to receive the specified Account information in this fashion until further notice, and that Client may revoke its request at any time in order to receive Account information by hard copy mailing.

17. Tape Recording

Client hereby consents to the tape recording of all conversations between the parties hereto.

18. Independent Investment Adviser

If Client directs JPMIPL to accept trading instructions from an independent investment adviser, unless otherwise agreed in writing, Client hereby appoints such adviser as Client's agent for the purpose of receiving all communications, notices and requests for instructions related to this Agreement and the transactions effected pursuant to this Agreement, including, without limitation, trading recommendations or market information (subject to Section 3(a) hereof), confirmations of trades, statements of Account and margin calls. Advisor is authorized to access and use electronic services, facilities and information provided electronically, including but not limited to electronic trading systems, and on behalf of Client, to agree to the terms and conditions regarding such use and to enter into electronic trading agreements. Nothing in this Section 18 shall relieve Client of any of its obligations under this Agreement.

19. Acceptance

This Agreement shall not be deemed to be accepted by JPMIPL or become a binding contract between Client and JPMIPL until approved by a duly authorized representative of JPMIPL.

20. Authorization to Transfer Funds

Without limiting or modifying the general provisions of the Client Agreement between JPMIPL and Client, JPMIPL is hereby authorized, at any time and from time to time, without prior notice to Client, to transfer or cause to be transferred any Client funds, securities and/or other property to, between or among any account which Client has with JPMIPL or any of its affiliates, if in JPMIPL's commercially reasonable judgment such transfer may be required to avoid or reduce a margin call, eliminate or reduce any debit balance or otherwise satisfy any obligation owing to JPMIPL or its affiliates.

Client Name :

Date : _____

Signature of Client : _____

Name of Signatory : _____

Title : _____

Signature of witness : _____

Name of witness : _____

J.P.MORGAN INDIA PRIVATE LIMITED

By: _____

Title: Vice President &

Security Futures Principal

Date: _____

DOC 3

**LETTER OF STANDING INSTRUCTIONS (APPLICABLE FOR F&O AND CURRENCY
DERIVATIVES SEGMENT)**

(To be executed on the letter head of the client)

(Date)

J.P. Morgan India Private Limited
J.P.M. Tower,
Off. C.S.T. Road, Kalina,
Santacruz – East,
Mumbai – 400098

Dear Sir/Madam,

Sub: - Letter of Standing Instructions for Futures & Options Segment / Currency Derivatives Segment

We have opened a securities transaction account with you to assist us in the purchase and sale of securities on the Futures & Options Segment / Currency Derivatives Segment of the National Stock Exchange of India Ltd (“NSE”). In connection with such transactions, funds / securities which maybe deposited by us or received by you on our behalf maybe retained with you until you receive specific instructions from us to transfer such funds / securities back to us. However, the above standing instruction shall be subject to the following:-

- Settlement of funds/securities between us will be carried out on a monthly / quarterly (*Strike out monthly or quarterly*) basis after retaining such amounts as may be permitted by the NSE from time to time.
- This letter of standing instruction will be valid till is revoked by us and we have the right to revoke the authorization at any stage by providing advance intimation in writing. In case of such revocation or in case of an instruction to transfer the funds / securities back to us, all settlement of funds/securities between us would be carried out as permitted by NSE/BSE.
- The funds / securities deposited with you may be used to meet dues / obligations (including but not limited to margins, option premiums, commission, clearing charges & settlement obligations) arising out of transactions expected / cleared by you on our account.

Thanking You,

For (Name of the Client)

_____ *(Name and Signature of Authorised Signatory)*

March 18, 2021

Dear Sir/Madam,

Commencement of Futures & Options/ Currency Derivatives Execution account

Thank you for agreeing to appoint J.P. Morgan India Private Ltd ("JPMIPL") as your execution broker for the Futures & Options / Currency Derivatives Segment at the National Stock Exchange ("NSE").

In order to ensure smooth and proper working of the trade process please note the below procedures for trading futures and options products as outlined below. Please also acknowledge your understanding and acceptance of the same by signing this letter.

Order Taking/Execution: At the time of placement of your order, you will need to specify the Foreign Portfolio Investor account (at sub fund level) for which the trade is intended.

Margin Requirements: Before accepting any order from you, JPMIPL shall be entitled to collect from you, margin(s) of such amounts and of such kinds to meet your margin requirements as prescribed by NSE/NSE Clearing Limited ("NCL") as JPMIPL may deem necessary which at any point of time shall not be less than the amount stipulated by NSE/NCL, from time to time. Additionally, JPMIPL shall have authority to collect such additional margin(s) as JPMIPL may deem necessary or as per the requirement of NSE/NCL, in order to ensure that JPMIPL holds sufficient margin to meet your end of day and peak margin requirements as prescribed by NSE/NCL.

While it is your responsibility to ensure that you maintain sufficient margin with JPMIPL to meet your margin requirements as prescribed by NSE/NCL, parties can mutually determine the manner in which the margin posted may be utilized in order to cover your end of day and peak margin requirements, before the give-up happens and such give-up trades are accepted by your Clearing Member (CM). Also, JPMIPL shall refund any excess margin to you as per mutual agreement.

To the extent any fees, fines, penalties or other charges are imposed by NSE, NCL or any regulatory authority ("**Charges**") on JPMIPL because you maintaining insufficient margin as prescribed by NSE/NCL with JPMIPL, all such Charges will be borne by you.

Trade Confirmation at the Exchange: In the case of give-up trades, acceptance by your CM will be required to be completed prior to the exchange prescribed deadline for trade confirmation. Any dispute will be dealt with in our discretion and may require resolution in conjunction between our settlements/dealing desk, your designated CM and you.

Trade and Account Confirmation: A copy of the trade confirmation/contract note will be delivered to you / your local custodian after the transaction has been accepted by the designated CM for clearing. As your designated CM clears the relevant trade you will not receive any statement of positions/cash from JPMIPL.

Commission: Commission shall be charged at mutually agreed rates, and shall be paid by you to JPMIPL on a monthly basis.

Securities Transaction Tax: In addition to the commission mentioned above, JPMIPL may be required to pay Securities Transaction Tax, in transactions effected by JPMIPL on your account. JPMIPL shall have the right to be reimbursed in full for the Securities Transaction Tax including any consequential interest, and penalties and you shall have obligation to reimburse JPMIPL in full forthwith in respect of all such payments made by JPMIPL.

Failure of Acceptance of Give-up trade: In any circumstance in which a trade is not accepted or is rejected by your designated CM within the time frame noted above, **JPMIPL will liquidate the trade at the first available opportunity.**

Contract notes for both sides of any relevant liquidated transaction will be delivered to you and will identify that the transactions are failed give-up trades.

Settlement of Liquidation of Failed Give-up Trades: Any loss on account of the liquidation of any failed give-up trades, or any option premium to be paid by us for you on account of the liquidation of any failed give-up trades, will be a debt due, owing and payable by you to JPMIPL immediately without set-off, counterclaim or reduction. JPMIPL shall be under no obligation to pay the whole or any part of any profits or option premiums received by us on account of failed give-up trades until any loss or any option premiums to be paid by us on account of any liquidation of any failed Give-Up trades has been completely and unconditionally paid, satisfied and discharged in full.

Failed Give-up Trade Reporting: Please note that JPMIPL may be required to report failed give-up trades to the relevant exchange to ensure that the failure, subsequent non collection of margin and liquidation is documented.

Indemnity: You will indemnify JPMIPL and keep JPMIPL fully and effectually indemnified, and held harmless in respect of any damage, charge, liability, loss, cost or expense sustained or incurred by JPMIPL in connection with (a) you maintaining insufficient margin with JPMIPL as prescribed by NSE/NCL; and (b) any omission or failure by your CM to notify JPMIPL of your designated CM's actual, intended or purported non-acceptance or rejection of any trade.

U.S. based client: If you are located in the United States of America then notwithstanding anything stated above or in any other agreement, letter or document accepted, acknowledged or agreed by you or executed between you and JPMIPL, you are hereby notified on the availability of the National Futures Association ("NFA") arbitration program to resolve your disputes with respect to trade orders placed at the National Stock Exchange Limited ("NSE") pursuant to the order of the U.S. Commodity Futures Trading Commission dated May 17, 2018 ("Part 30 Order"); and you hereby consent and agree to exhaust all mediation or conciliation procedures made available by the NSE prior to bringing an NFA arbitration proceeding in relation to such disputes.


Please also provide us with the following documents:

- a) Certified true copy of your PAN Card
- b) List of authorized traders
- c) Copy of SEBI Registration Certificate

Should you need any clarifications regarding the above, please feel free to get in touch with us.

For J.P. Morgan India Private Ltd.


Devasis Sharma
Business Manager


Hoshi Bharucha
Vice President (Operations)

Agreed by, for CLIENT NAME

Signature :
Name :
Designation :
Date :