TERMS OF BUSINESS FOR PRIME EQUITY SWAPS SERVICES

State Street Bank and Trust Company, London branch

August 2026

Version 2.0

1 Scope

1.1 These terms of business, together with any schedule, annex, and appendix, as may be amended, updated or supplemented from time to time (these "**Terms**"), set out certain rights and obligations in relation to the Prime Equity Swaps services (the "**Prime Equity Swaps Services**") offered by State Street Bank and Trust Company, London branch ("**State Street**", "**we**", "**our**" or "**us**"). These Terms shall not apply to the provision of other services by us or our Affiliates (as defined below).

1.2 These Terms which are posted on State Street's website (at https://www.statestreet.com/disclosures-and-disclaimers/global-markets-disclosure) constitute a legally binding contract which you (or where relevant, your Underlying Client (as defined below)) accept on your (or your Underlying Client's) beginning or continuing to undertake business with us. If you (or your Underlying Client) have any questions regarding these Terms, please contact your Sales Client Relationship Manager.

1.3 Where State Street has entered into a separate contract or separate terms with you in respect of Prime Equity Swaps Services (the "**Product Agreement**") which contain(s) any provision which conflicts with a provision in these Terms, the provision in the Product Agreement shall prevail, save that where there is a conflict between any part of these Terms which is required by Applicable Law and any provision of a Product Agreement, the provisions of these Terms shall prevail to the extent of that conflict.

2 Interpretation

2.1 This Clause 2 (Interpretation) applies to the extent that you are acting as an investment manager, investment advisor or otherwise act as an agent (an "**Agent**") on behalf of one or more disclosed persons, funds or sub-funds ("**(your) Underlying Client(s)**"). For the avoidance of doubt, this Clause 2 does not apply if you are acting on behalf of an Underlying Client who lacks legal personality (such as a common fund).

2.2 In respect of any Prime Equity Swaps Services provided by State Street Bank and Trust Company, London branch to you under these Terms, where you are acting as Agent, State Street Bank and Trust Company, London branch will treat you, the Agent, as its client in respect of the services provided pursuant to these Terms for the purpose of Applicable Law.

3 Definitions

The following defined terms will apply to the provisions set out in these Terms:

3.1 "**Affiliate**" means any company in which State Street Corporation, or any successor company or parent company of State Street Corporation, has a material influence, including, without limitation, subsidiaries and joint ventures;

3.2 "**Applicable Law**" means, in each case, all laws, rules, procedures, guidance and regulations applicable in the circumstances, whether domestic or foreign, or any agreement entered into with or between competent authorities;

3.3 "**Client Money**" has the meaning set out in the Glossary to the FCA Rules, as amended from time to time;

4 **"Client Money Distribution and Transfer Rules"** means the UK Rules on client money and distribution and transfer made by the FCA.

4.1 "**Fail"** or **"Failure**" has the meaning set out in the Glossary to the FCA Rules, as amended from time to time;

4.2 "**Force Majeure Event**" means any event which occurs due to reasons outside of State Street's control (including, but not limited to, any natural, systems, facilities, technological, political, trading suspension, market disruption, closure or other cause and whether in respect of a relevant third party trading venue, any Affiliate, State Street, third party or otherwise) and which cannot be overcome by reasonable diligence and/or without unreasonable expense solely by State Street;

4.3 "**Losses**" means all losses, damages, fines, penalties, costs, expenses or other liabilities (including legal and other professional fees);

4.4 "**Title Transfer Collateral Arrangement**" means, for the purpose of these Terms, an arrangement by which you transfer full ownership of money or securities to us for the purpose of securing or otherwise covering present or future, actual, contingent or prospective obligations under a Transaction; and

4.5 "**Transaction**" means any transaction contemplated or executed by, with or for you pursuant to these Terms.

4.6 "**UK Rules**" means the rules made by the PRA and/or FCA, as applicable, in exercise of its powers under the Financial Services and Markets Act 2000 as amended.

5 Information about State Street and the Prime Equity Swaps Services

5.1 State Street Bank and Trust Company, London branch is authorised in the United States by the Federal Reserve, authorised in the United Kingdom by the Prudential Regulation Authority (the "**PRA**") and regulated by the Financial Conduct Authority (the "**FCA**") and the PRA. Details about the extent of our regulation by the FCA and PRA are available from us on request.

5.2 The contact address of the PRA is 20 Moorgate, London EC2R 6DA, United Kingdom. The contact address of the FCA is 12 Endeavour Square, London E20 1JN, United Kingdom. The contact address of the Federal Reserve is 20th Street and Constitution Avenue N.W., Washington, DC 20551.

5.3 For a description of the Prime Equity Swaps Services, please refer to the State Street Prime Services Equity Swaps Description of Risks and Conflicts of Interest, as amended and updated from time to time, (the "**Disclosure Document**") as separately provided to you and which is available on our website at https://www.statestreet.com/disclosures-and-disclaimers/global-markets-disclosure.

5.4 State Street will not, unless otherwise agreed in writing with you, be acting in a fiduciary capacity or provide any personal recommendation to you in respect of any transaction in financial instruments nor provide any investment advice (within the definition set out in the FCA Handbook) or provide the service of portfolio management (within the definition set out in the FCA Handbook) to you. Accordingly, you should make its own assessment of any transaction that it is considering in the light of its own objectives and circumstances including the possible risks and benefits of entering into that transaction. You should not rely on any information, proposal or other communication from State Street as being a recommendation or advice in relation to that transaction.

6 Client Categorisation

6.1 By consenting to be categorised as an Eligible Counterparty, you will lose the protection afforded by certain Applicable Law, including a) the requirement for State Street to act in accordance with your best interests; (b) the restrictions on the payment or receipt by State Street of any inducements; (c) the requirement to implement arrangements which provide for the prompt, fair and expeditious execution of your orders; (d) the requirement to assess the appropriateness of products and services proposed or provided to you; and (f) the requirement to ensure that information we provide is fair, clear and not misleading.

7 Trade Reporting and Confirmations

7.1 You agree to promptly provide us with your legal entity identifier ("**LEI**") number as well as such LEI numbers and other information as we may reasonably require from time to time to enable us to satisfy our regulatory obligations, including, without limitation, any reporting obligations under Applicable Law.

7.2 As soon as reasonably practicable and in any event no later than one (1) business day after the conclusion of each trade with us, we will send you, in an electronic format, confirmation of the conclusion of the trade, including material information related to the trade, such as the price and date of conclusion of the trade.

8 Conflicts of Interest

8.1 You acknowledge that State Street provides diversified financial services to a broad range of clients and counterparties and conflicts of interest may arise between your interests and those of other clients or counterparties of State Street. State Street may refuse to act in such circumstances.

8.2 Please refer to: (i) the Disclosure Document; and (ii) the Summary of State Street Conflict of Interest Policy[1] (and, in each case, any updates or supplements which may be issued from time to time) for more information.

9 Title Transfer Collateral Arrangements

9.1 This Clause 9 (*Title Transfer Collateral Arrangements*) applies to any Title Transfer Collateral Arrangement you enter into with State Street.

9.2 If you (on behalf of yourself or your Underlying Client) enter into a Title Transfer Collateral Arrangement, all rights, title and interest in and to that money or securities shall pass from you to State Street by way of outright title transfer free and clear of any liens, claims, charges or encumbrances or any other interest of you, your Underlying Client or any third party.

9.3 You (or where relevant, your Underlying Client) will no longer have a proprietary claim to such cash collateral or securities collateral and State Street shall have the right to deal with, lend, dispose of, pledge, charge or otherwise use all cash collateral or securities collateral and shall be obliged to redeliver the same amount of cash in the same currency or equivalent securities collateral, as applicable, to you on satisfaction by you of all your obligations to State Street.

[1] This document is available on our website at www.statestreet.com/disclosures-and-disclaimers/gb/legal-entity

9.4 Cash collateral or securities collateral will not be segregated from the money or other securities of State Street and will be used by it in the course of its business and you (or, where relevant, your Underlying Client) will rank as a general creditor of State Street in the event of its insolvency.

9.5 Information about the risks and consequences of collateral arrangements involving financial instruments is contained in the SFTR Information Statement separately provided to you in accordance with Article 15 of the Securities Financing Transactions Regulation (as in force in the EU or the UK as applicable) and available on our website at www.statestreet.com/disclosures-and-disclaimers/global-markets-disclosure.

10 FCA Client Assets Rules

10.1 Any money which State Street holds for you pursuant to the Relevant Agreement(s) is held by State Street as banker and not as trustee under the client money rules of the FCA. If State Street Fails, the FCA's Client Money rules will not apply to these sums and so you will not be entitled to share in any distribution under the Client Money Distribution and Transfer Rules.

10.2 Where, pursuant to a Transaction with State Street you have transferred collateral to us in the form of financial instruments and there is a delay or failure for those financial instruments to be returned to you in accordance with the terms of the Transaction, then State Street will hold a sufficient sum of its own money as trustee in a Client Money account, in accordance with the FCA Rules on Client Money, to cover the value of those financial instruments until they are returned to you in accordance with the terms of the Transaction, at which point the relevant sum of money will be transferred out of the Client Money account. If State Street Fails, the FCA Rules on client money distribution and transfer will apply and you will have a claim against that Client Money account for the value of the financial instruments. If State Street does not set aside sufficient money to cover the value of those financial instruments, you would be exposed to the risk that you will be unable to recover all or part of such money to cover the value of those financial instruments.

10.3 State Street may hold money under these Terms which will not be Client Money, nor will it be held as banker:

10.3.1 where we have agreed with you that full title or ownership of money passes to us for the purposes of securing or otherwise covering present, future, actual or contingent or prospective obligations;

10.3.2 where we have exercised a right to borrow, lend, pledge, charge, rehypothecate, dispose of or otherwise use such money for our own purposes and in exercising such rights full ownership has transferred to us; or

10.3.3 where we agree otherwise with you in writing.

10.4 State Street will hold money it sets aside under Clause 9.2 as Client Money with a third party bank or banks. State Street is not responsible for any Failure, acts or omissions of any such bank. In such case, if State Street were to Fail, such money would be subject to, and you may be entitled to share in a distribution under the Client Money Distribution and Transfer Rules. In the event of the Failure of any such bank State Street will only have an unsecured claim against the bank on behalf of you and State Street's other clients, and you will be exposed to the risk that the money is insufficient to satisfy your claims and the claims of all other clients in respect of the relevant account with that bank. State Street will not pay you any interest earned on any such Client Money.

10.5 Where any of your Client Money is held with a third party bank, that bank may have a security interest, lien, right of set-off, or similar rights over such Client Money to the extent permitted by the FCA Rules.

11 Reports

11.1 With respect to the performance of the services provided to you by State Street under the Relevant Agreement(s), State Street delivers such reports to you as set out in such agreement(s) and as required by applicable law and regulation. You agree that the contents of such reports give you all the information that you require and the frequency with which such reports are provided is acceptable. Notwithstanding the foregoing, from time to time you are free to request such further reports as you may require and State Street will consider such requests, but will not be required to provide more information than is required by applicable law and regulation. Where State Street has provided you with online access to reports on the MyStateStreet.com portal, it is recommended that you access these regularly, but at least once per quarter.

12 Representations, Warranties and Undertakings

12.1 In circumstances in which you do not act as an Agent on behalf of Underlying Client(s), you represent, warrant and undertake on each date that these Terms are in effect and on each date on which a Transaction is entered into that:

12.1.1 you will act and be liable as a principal in respect of all Transactions;

12.1.2 you are duly organised and existing and in good standing under the laws of your jurisdiction;

12.1.3 you have and will have full power, authority and capacity, and have taken and will have taken all necessary corporate and other action to authorise you, to enter into and perform your obligations under these Terms and each Transaction;

12.1.4 these Terms and each Transaction are your legal, valid and binding obligations, enforceable against you in accordance with their terms, subject to insolvency laws and other Applicable Laws;

12.1.5 you have obtained and will continue to maintain all necessary authorisations, licences, permissions and approvals of any competent authority required for you to use the Prime Equity Swaps Services and enter into, and to perform your obligations under, these Terms and each Transaction, and you shall provide us with copies of such authorisations, licences, permissions and approvals as we may reasonably require;

12.1.6 by entering into and performing Transactions you will not violate any Applicable Law;

12.1.7 you have the knowledge and experience to understand the risks of each Transaction;

12.1.8 no communication (written or oral) received from us shall be deemed to be an assurance or guarantee as to the expected results of any order or Transaction;

12.1.9 you are willing and able to sustain any loss which you may suffer from any Transaction;

12.1.10 you shall comply with any requirements to which you may be subject under Applicable Law in relation to any Transaction, including any reporting requirements (including, but not limited to, any requirement to report complete and accurate details of executed Transactions to the appropriate competent authority), margin requirements and requirements designed to prevent market abuse and/or short sale rules; except to the extent required by Applicable Law, or otherwise agreed by us in writing with you, we shall have no responsibility to inform you of such requirements or to assist you in complying with them; and

12.1.11 all information given by you to us is complete, accurate and not misleading in any material respect and you agree to notify us immediately should any such information change in any material respect.

12.2 In circumstances in which you act as an Agent on behalf of Underlying Client(s), including as a fund manager or other discretionary or non-discretionary asset manager:

12.2.1 you represent, warrant and undertake on each date that these Terms are in effect and on each date on which a Transaction is entered into that:

(i) you are duly organised and existing and in good standing under the laws of your jurisdiction;

(ii) you have all the required consents, rights, power, capacity and authority to engage with us in all business you carry on with us on behalf of Underlying Client(s) and to use their resources to meet any obligations incurred by you in relation to such business;

(iii) Underlying Client(s) having their own legal personality can make the representations and warranties set out in Clause 12.1 above;

(iv) Underlying Client(s) will be able to perform any obligations (including, without limitation, settlement obligations) and satisfy any liability arising from or in connection with any orders placed or Transactions entered into under these Terms;

(v) these Terms and each Transaction constitute legal, valid and binding obligations, enforceable against Underlying Client(s) in accordance with their terms, subject to any insolvency laws and other Applicable Laws;

(vi) you assume full responsibility for, and shall ensure compliance with, without limitation any and all supervision, control, registration, credit review, market abuse laws, rules and regulations and other requirements and restrictions of Applicable Law in respect of the use of the Prime Equity Swaps Services by Underlying Client(s) under these Terms;

(vii) to the extent that you qualify as a MiFID investment firm (as defined in the FCA Handbook Glossary), when mediating instructions from Underlying Client(s) to us, you assume full responsibility for the information on Underlying Client(s) under these Terms, including for the completeness and accuracy of the information transmitted;

(viii) you will use all reasonable endeavours to ensure that Underlying Client(s) comply with and fulfil all of their obligations under any Transactions;

(ix) to the best of your knowledge, Underlying Client(s) are not in default in respect of any obligations under any contract or other agreement by which they are bound and will not be in default as a result of you entering into these Terms or any Transaction on their behalf;

(x) each Transaction entered into by you on behalf of Underlying Client(s) will be consistent with any investment objectives and guidelines for Underlying Client(s) as agreed between you and Underlying Client(s);

(xi) at all times there will be sufficient assets under your management or control to satisfy all of the obligations of Underlying Client(s) under all outstanding Transactions;

(xii) in the event of any amendment to the provisions contained in a relevant investment management agreement (or similar arrangement) between you and Underlying Client(s) which would materially or legally affect the position of Underlying Client(s) in relation to these Terms, you undertake to disclose and notify us of such amendment as soon as reasonably practicable;

(xiii) you have obtained, recorded and independently verified evidence of the identity of Underlying Client(s) and, where appropriate, the identity of any underlying principal of Underlying Client(s), you have identified the source(s) of wealth and funds of Underlying Client(s) and, where appropriate, any underlying principal of Underlying Client(s), and you have complied with all other client information requirements pursuant to Applicable Law; and

(xiv) in entering into any Transaction on behalf of Underlying Client(s), you have no reason to believe that an Underlying Client is subject to any restriction or prohibition from engaging in such Transaction under any Applicable Law or that we would be subject to any restriction or prohibition from engaging in such Transaction because of an Underlying Client's identity, residence, nationality or place of incorporation or operation;

12.2.2 notwithstanding any provision of these Terms to the contrary, you agree that, for settlement purposes only, we may settle directly with Underlying Client(s) and shall be entitled to take any action to effect the same;

12.2.3 in the event of a failure to settle any obligation owed to us due to Underlying Client(s) not meeting its obligations, including a close-out event occurring in respect of Underlying Client(s), you will notify us of the full name and address of Underlying Client(s) and render all reasonable assistance to us to obtain settlement; and

12.2.4 you shall provide to us such information and evidence as we require to fulfil our obligations to Underlying Client(s) or otherwise under any Applicable Law.

12.3 You undertake to provide to us as soon as reasonably practicable such documentation, information and/or evidence relating to you or your affiliates, beneficial owners and/or controlling persons in such form and subject to such certification or other formalities as may be required, in order for us to fulfil any obligations that we determine in our sole discretion that we are subject to under Applicable Law as a result of or in relation to the provision of the Prime Equity Swaps Services. You also undertake to notify us if any of the representations, warranties and undertakings contained in Clauses 12.1 and/or 12.2 above ceases to be true.

13 Communications

13.1 All advices, confirmations, notices, statements and any other documents or correspondence shall be in written English and may be made by whatever means, unless these Terms or Applicable Law require otherwise.

13.2 You can communicate with State Street by using the following address, by telephone, email or in person, unless you are obliged to communicate in writing under these Terms, in which case you may communicate with State Street by letter delivered by post, or by personal delivery to that address:

State Street Bank and Trust Company, London branch

20 Churchill Place

Canary Wharf

London E14 5HJ

United Kingdom

13.3 In proving service or delivery of a relevant communication, it shall be sufficient for State Street to prove that it was correctly addressed and was posted, or, where it was delivered otherwise than by post, that it was delivered to the correct address or, where it was sent by means of electronic communication or telecommunication (including, but not limited to, communications sent via the internet or any of a website's functionality or e-mail communications), that it was transmitted to the correct number or electronic mail address as last notified to State Street.

13.4 You confirm that you have regular access to the internet and hereby consent to State Street providing you with information by posting such information on our website at the address we may from time to time notify to you or by communicating it to you by post or email.

13.5 Telephone communications or conversations between State Street and its clients that result or may result in Transactions will be recorded. A copy of the recording of such conversations and communications will be available on request for a period of five years or longer, where required by a relevant competent authority or other applicable regulation.

14 Complaints and Compensation

14.1 Information regarding the process to be followed when handling a complaint, our complaints handling policy and contact details of our complaints management function are available on request and on such website and/or webpage as may be notified to you.

15 Liability

15.1 State Street shall, at all times, perform its obligations and exercise discretion under these Terms with reasonable care, provided that State Street shall not be required to do or cause to be done anything which (i) is not permitted or is otherwise contrary to or inconsistent with the operating procedures of any relevant third party trading venue; or (ii) is contrary to any law, rule or regulation or State Street is otherwise prevented from doing by any law, rule or regulation.

15.2 Notwithstanding any other provision of these Terms but subject to the remaining provisions of this Clause 15 (*Liability*), State Street or any of its Affiliates and the directors, officers, employees, contractors and agents of State Street and each of its Affiliates shall not have any liability to you (or any person claiming under or through you), whether in contract, tort (including negligence), breach of statutory or regulatory duty or otherwise, for:

15.2.1 any Losses arising directly from, or in connection with:

(i) State Street's provision of, or your use of, the services agreed to be provided by State Street under these Terms;

(ii) any acts, omissions or failures of any third party, including, but not limited to, any third party trading venue;

(iii) State Street's performance of its obligations or exercise of its rights under these Terms (including, without limitation, the use by State Street of a platform, system, interface or other technology provided by any third party trading venue);

(iv) the failure of any platform, system, interface or other technology or facility, including, without limitation, any internal platform, system, interface or other technology or power source, which State Street uses or intends to use in the performance of its obligations or exercise of its rights under these Terms; or

(v) a third party accessing or intercepting any of your information or data,

except to the extent that such Losses are due to the wilful default or fraud of State Street, any Affiliate or the directors, officers, employees, contractors or agents of State Street or Affiliate, provided that any such liability to you for such Losses due to wilful default shall not in aggregate exceed USD 100,000; or

15.2.2 any indirect or consequential loss or damage or for any direct or indirect loss of business, profits, anticipated savings or goodwill even if such loss or damage was foreseeable or the possibility of such loss or damage was notified by one party to the other.

15.3 The parties agree that this Clause 15 (*Liability*) represents a fair and equitable position. Nothing in these Terms will exclude or limit any duty or liability which may not be excluded or limited under Applicable Law or regulation.

16 Force Majeure

If State Street is prevented, hindered or delayed from or in performing any of its obligations under these Terms as a result of a Force Majeure Event, such obligation(s) shall be suspended for so long as that Force Majeure Event continues.

17 Indemnity

17.1 You agree to indemnify and hold harmless each of State Street, any Affiliate and the directors, officers, employees, contractors and agents of State Street and each Affiliate from and against any and all Losses incurred by or awarded against them arising from or in connection with:

17.1.1 any claim or action brought by any third party to the extent that such claim or action arises out of or in connection with or is caused, directly or indirectly, by the Prime Equity Swaps Services;

17.1.2 any information provided to State Street and/or an Affiliate by you, including, but not limited to, all information made known to State Street and/or any Affiliate by you; or

17.1.3 any regulatory or investigative inquiries or information subpoenas which arise out of or in connection with the Prime Equity Swaps Services,

except to the extent that such Losses are the direct result of:

(i) the wilful default or fraud of State Street or its directors, officers, employees, contractors or agents; or

(ii) the wilful default or fraud of any Affiliate or its directors, officers, employees, contractors or agents.

18 Fees and Charges

State Street will charge for its Prime Equity Swaps Services in each case on a basis to be agreed with you.

For information on our standard aggregated costs and charges related to its Prime Equity Swaps, see the costs and charges disclosures provided to you from time to time.

19 Use of Information

State Street and/or its Affiliates may contact you by mail, telephone (including automated calling systems), fax, e-mail or any other means of communication for the purposes of marketing or performing the services of any member of State Street, its Affiliates or any independent third party to you.

Personnel of State Street and its Affiliates work closely together to ensure that you benefit from all the relevant expertise within State Street and its Affiliates. Information made available by you to one member of State Street and its Affiliates, including information which may be relevant for credit and other prudential purposes, may be made available by that entity to other Affiliates. You consent to and authorise disclosure of information within State Street and its Affiliates and acknowledges that any duties of confidentiality owed by State Street, howsoever arising, will not be regarded as being breached by such disclosure.

State Street and its Affiliates may use the economic terms of your transactions internally and provide such information to third parties to accomplish transaction execution, risk management and other goals. Each member of State Street and its Affiliates may internally share economic terms relating to your transactions to persons acting in a sales or trading capacity for any member of State Street and its Affiliates. State Street and its Affiliates may, subject to any restrictions under Applicable Law, use information regarding your transactions and other available information regarding market conditions to shape State Street and its Affiliates' overall market views and pricing. State Street and its Affiliates use such information, on an anonymised and aggregated basis, internally and communicates it (with potential categorisation as to product, geography and/or industry) to customers that may find such information useful in managing product risks and entering into transactions. State Street and its Affiliates may further provide such anonymised information to third parties on a commercial basis.

20 Entire Agreement

Except as otherwise stated herein, these Terms supersede any previous written or oral agreement between the parties and any variations to such agreement in relation to the matters dealt with in these Terms.

21 Invalidity of Provisions

Each provision of these Terms is severable and if any provision of these Terms is or becomes invalid or contravenes Applicable Law, the remaining provisions will not be affected.

22 Rights of Third Parties

Other than an Affiliate, a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

23 Amendments and Assignment

23.1 These Terms may be amended or supplemented by us from time to time by delivery to you of a written notice thereof in accordance with Clause 13.1 and Applicable Law. Subject to the requirements of any Applicable Law requiring your consent to an amendment, any other amendment or supplement will, unless we have received your written objection, take effect on the date we specify, which will be no earlier than ten (10) days after we deliver the notice, and will apply in respect of any commitment, Transaction or contract entered into by us after that date. Notwithstanding the foregoing, where reasonably considered by State Street to be necessary for compliance with Applicable Law, State Street may also amend these Terms with such amendments to be effective immediately on notice to you. Where we amend or supplement these Terms in accordance with this Clause 23.1, a new version of these Terms will be made available on our website.

23.2 You cannot amend these Terms except by written agreement signed by you and State Street.

23.3 These Terms may not be assigned by you to any person without our prior written consent.

23.4 We may assign, transfer or novate our rights, benefits and/or obligations under or in connection with these Terms or any Transaction to an Affiliate or a third party outside State Street provided we act in accordance with Applicable Law and reasonably consider that such a transfer will not materially affect the Prime Equity Swaps Services provided to you under these Terms. We may do this on giving you at least 30 days' written notice, provided you have not given written notice terminating these Terms on a date before the proposed assignment, transfer or novation. Notwithstanding the foregoing, we are not required to give you notice in the case of an assignment to an Affiliate or a successor in interest in the case of a merger or acquisition, or in the case of a transfer of all or substantially all of our assets (including to a bridge bank or similar entity).

23.5 The obligations under these Terms shall bind, and the rights shall be enforceable by, any permitted assignee or successor to these Terms.

24 Termination

24.1 These Terms shall continue in full force and effect until terminated by us or you by written notice from either party to the other.

24.2 Termination shall be without prejudice to the completion and/or settlement of Transactions already initiated and/or executed and will not affect outstanding rights (including our right to collateral) or obligations. These Terms will apply to such rights and obligations until all Transactions have been closed out, settled or delivery effected, and all liabilities have been finally, unconditionally and irrevocably discharged. Transactions already initiated shall be settled in the normal way, except where otherwise provided in these Terms or pursuant to documentation relating to the relevant Transactions.

25 Governing Law and Jurisdiction

25.1 These Terms and the relationship between the parties (including any non-contractual obligations arising out of or relating to these Terms) shall be governed by and interpreted in accordance with English law.

25.2 You hereby irrevocably submit to the exclusive jurisdiction of the English courts, which shall have jurisdiction to settle any disputes (including non-contractual disputes) which may arise out of or in connection with the validity, effect, interpretation or performance of these Terms and waive any objection to proceedings in any such court on the grounds of inconvenient forum.

25.3 If you do not have a permanent place of business in England or Wales, you shall at all times maintain, and notify us of, an agent for service of process in England or Wales and, in any event, any claim form, order, petition, judgment or other notice of legal process shall be sufficiently served on you if delivered to any member of your group at its permanent place of business in England or Wales. Nothing in these Terms shall affect the right to serve process in any other manner permitted by law.