

**1. GOVERNING LAW**

These additional terms and conditions in this Paragraph 1 apply and are incorporated into and form part of the Agreement. For any particular governing law the corresponding terms and conditions for that country in the Jurisdictions Schedule shall also apply and are incorporated into and form part of the Agreement. These additional terms and conditions govern in the event of any discrepancy between them and any other terms of the Agreement. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

GOVERNING LAW	ADDITIONAL TERMS
ENGLISH	<p>A. The Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law.</p> <p>B. The courts of England have exclusive jurisdiction to decide any dispute arising out of or in connection with the Agreement (including a dispute relating to the existence, validity or termination of the Agreement or the consequences of its nullity or any non-contractual obligations arising out of or in connection with the Agreement (a "<b>Dispute</b>"). The Parties agree that the courts of England are the most appropriate and convenient courts to decide Disputes and accordingly no Party will argue to the contrary.</p> <p>C. Unless expressly provided otherwise, a person who is not a party to the Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of the Agreement.</p> <p>If Bank of America Europe DAC is a Party to the Agreement:</p> <p>D. Each of the parties acknowledges and accepts that the Bank is regulated by the Central Bank of Ireland ("<b>CBI</b>") and that its liabilities may be subject to the CBI's Bail-in Power, as contained in the EU Bank Recovery and Resolution Directive (Directive 2014/59/EU) ("<b>BRRD</b>"), and transposed in Ireland by the European Union (Bank Recovery and Resolution) Regulations 2015 (S.I. No. 289 of 2015) ("<b>BRRD Irish Regulations</b>").</p> <p>E. Each party acknowledges and accepts that the Bail-in Power allows the CBI (or replacement resolution authority) to write-down and/or convert obligations or liabilities of a regulated entity, so they can be reduced (including to zero), cancelled or converted into shares, other instruments of ownership, other securities, or other obligations of the regulated entity or any other person (resulting in the issuing to/conferring upon the relevant obligee party of such securities). This includes the ability to amend or modify the maturity of eligible liabilities and/or the terms of the Agreement, the amount of interest payable, or the date on which interest becomes payable (including by suspending payment for a temporary period), the power to terminate transactions early and value those transactions under the Agreement, and the power to otherwise vary the terms of the Agreement as may be necessary to give effect to the exercise by the CBI of the Bail-in Power. The parties accept, agree and acknowledge that they will be bound by the effect of any application of the Bail-in Power by the CBI (or any replacement resolution authority) which may include, without limitation, the effects described in the preceding sentence.</p> <p>F. In Sections C to D: (i) "<b>Bail-in Power</b>" means any write-down or conversion power existing from time to time (including, without limitation, any power to amend or alter the maturity of eligible liabilities of an institution under resolution or amend the amount of interest payable under such eligible liabilities or the date on which interest becomes payable, including by suspending payment for a temporary period) under, and exercised in compliance with, any law, regulations, rules or requirements in effect in Ireland: (a) relating to the transposition of the BRRD as amended or replaced from time to time, including but not limited to, the BRRD Irish Regulations as amended or replaced from time to time, and the instruments, rules and standards created thereunder, and (b)</p>

	<p>constituting or relating to the SRM Regulation as amended from time to time, in each case, pursuant to which the obligations of a regulated entity (or other affiliate of such regulated entity) can be reduced (including to zero), cancelled, modified or converted into shares, other securities, or other obligations of such regulated entity or any other person. A reference to a “regulated entity” is to any entity to which, for the purposes of (a) above, the BRRD Irish Regulations apply and, for the purposes of (b) above, the SRM Regulation applies, which in each case includes certain credit institutions, investment firms, and certain of their parent or holding companies; and (ii) “<b>SRM Regulation</b>” means Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010.</p> <p>G. The parties agree that the terms of Sections D to E above are exhaustive on the matters described therein and constitute their entire agreement in relation to their subject matter to the exclusion of any other agreements, arrangements or understandings between the parties and do not extend or amend the resolution authority powers of the CBI or any replacement authority.</p>
NEW YORK	<p>A. The Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to the Agreement and the transactions contemplated hereby shall be governed by and interpreted according to the laws of the State of New York.</p> <p>B. Each Party agrees that any action, litigation or proceeding with respect to the Agreement or the transactions relating hereto may be brought in the courts of the State of New York sitting in New York County, and of the United States District Court for the Southern District of New York sitting in New York County, and any appellate court from any thereof, and each Party irrevocably and unconditionally submits to the jurisdiction of such courts for the purpose of any such action, litigation or proceeding. You irrevocably and unconditionally agree that you will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, in contract or tort or otherwise, against us in any way relating to the Agreement or the transactions relating hereto in any forum other than the courts set forth in the immediately preceding sentence. Nothing in the Agreement shall affect any right that we may otherwise have to bring any action, litigation or proceeding relating to the Agreement or the transactions relating hereto against you or your assets in the courts of any jurisdiction.</p> <p>C. <u>WAIVER OF JURY TRIAL</u>. THE PARTIES HERETO WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE AGREEMENT OR THE TRANSACTIONS RELATING HERETO.</p> <p>If Bank of America Europe DAC is a Party to the Agreement:</p> <p>H. Each of the parties acknowledges and accepts that the Bank is regulated by the Central Bank of Ireland (“CBI”) and that its liabilities may be subject to the CBI’s Bail-in Power, as contained in the EU Bank Recovery and Resolution Directive (Directive 2014/59/EU) (“BRRD”), and transposed in Ireland by the European Union (Bank Recovery and Resolution) Regulations 2015 (S.I. No. 289 of 2015) (“BRRD Irish Regulations”).</p> <p>I. Each party acknowledges and accepts that the Bail-in Power allows the CBI (or replacement resolution authority) to write-down and/or convert obligations or liabilities of a regulated entity, so they can be reduced (including to zero), cancelled or converted into shares, other instruments of ownership, other securities, or other obligations of the regulated entity or any other person (resulting in the issuing to/conferring upon the relevant obligee party of such securities). This includes the ability to amend or modify the maturity of eligible liabilities and/or the terms of the Agreement, the amount of interest payable, or the date on which interest becomes payable (including by suspending payment for a temporary period), the power to terminate transactions early and value those transactions under the Agreement, and the power to otherwise vary the terms of the Agreement as may be necessary to give effect to the</p>

	<p>exercise by the CBI of the Bail-in Power. The parties accept, agree and acknowledge that they will be bound by the effect of any application of the Bail-in Power by the CBI (or any replacement resolution authority) which may include, without limitation, the effects described in the preceding sentence.</p> <p>J. In Sections C to D: (i) <b>“Bail-in Power”</b> means any write-down or conversion power existing from time to time (including, without limitation, any power to amend or alter the maturity of eligible liabilities of an institution under resolution or amend the amount of interest payable under such eligible liabilities or the date on which interest becomes payable, including by suspending payment for a temporary period) under, and exercised in compliance with, any law, regulations, rules or requirements in effect in Ireland: (a) relating to the transposition of the BRRD as amended or replaced from time to time, including but not limited to, the BRRD Irish Regulations as amended or replaced from time to time, and the instruments, rules and standards created thereunder, and (b) constituting or relating to the SRM Regulation as amended from time to time, in each case, pursuant to which the obligations of a regulated entity (or other affiliate of such regulated entity) can be reduced (including to zero), cancelled, modified or converted into shares, other securities, or other obligations of such regulated entity or any other person. A reference to a “regulated entity” is to any entity to which, for the purposes of (a) above, the BRRD Irish Regulations apply and, for the purposes of (b) above, the SRM Regulation applies, which in each case includes certain credit institutions, investment firms, and certain of their parent or holding companies; and (ii) <b>“SRM Regulation”</b> means Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010.</p> <p>K. The parties agree that the terms of Sections C to E above are exhaustive on the matters described therein and constitute their entire agreement in relation to their subject matter to the exclusion of any other agreements, arrangements or understandings between the parties and do not extend or amend the resolution authority powers of the CBI or any replacement authority.</p>
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## 2. ARBITRATION JURISDICTIONS

If you are domiciled in one of the jurisdictions listed in Paragraph 2 then Clause B in Paragraph 1 above shall not apply and be replaced with the arbitration clause listed in Paragraph 3 below corresponding with the governing law of the Agreement.

JURISDICTION
COLOMBIA
GUATEMALA
INDONESIA
ROMANIA
SAUDI ARABIA

THAILAND
TURKEY
UNITED ARAB EMIRATES
VIETNAM

## 3. ARBITRATION CLAUSE

GOVERNING LAW	ARBITRATION CLAUSE
ENGLISH	Any dispute arising out of or in connection with the Agreement (including a dispute relating to the existence, validity or termination of the Agreement-or any non-contractual obligations arising out of or in connection with the Agreement) shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration (“LCIA”) conducted in the English language by three arbitrators pursuant to the LCIA Rules (which Rules are deemed to be incorporated by reference herein), except that, unless the Parties agree otherwise, the third arbitrator, who shall act as chairman of the tribunal, shall be nominated by the two arbitrators nominated by or on behalf of the Parties. If he or she is not so nominated within 30 days of the date of nomination of the later of the two party-nominated arbitrators to be nominated, he or she shall be chosen by the LCIA. The seat of arbitration shall be London. Demand for arbitration shall be made in accordance with the notices provisions of the Agreement.
NEW YORK	Any dispute, controversy or claim arising out of or relating to the Agreement, including the formation, interpretation, breach or termination hereof, including whether the claims asserted are arbitrable (each, a “ <u>Claim</u> ” and, collectively, the “ <u>Claims</u> ”), will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules (an “ <u>Arbitration</u> ”). This arbitration provision does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, contractual and/or statutory rights of setoff; (ii) initiate judicial or non-judicial foreclosure against personal property collateral; or (iii) act in a court of law to obtain an interim remedy, such as, but not limited to, injunctive relief. The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration. If a single Claim, or all Claims in the aggregate, as applicable, equal or exceed US\$250,000, the Tribunal will consist of three arbitrators who are retired judges from a state or federal court located in the Borough of Manhattan, New York, New York. The Parties agree that one arbitrator shall be appointed by each party, and the third presiding arbitrator shall be appointed by agreement of the two party-appointed arbitrators within 14 days of the appointment of the second arbitrator, or in default of such agreement, by JAMS itself. If a single Claim, or all Claims in the aggregate, as applicable, are less than US\$250,000, the Tribunal will consist of only one arbitrator mutually agreed to by the Parties who is a retired judge from a state or federal court in the Borough of Manhattan, New York, New York. The place and seat of arbitration will be the Borough of Manhattan, New York, New York, and the language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the Tribunal may be entered in any court having jurisdiction thereof. Any Arbitration shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of the Agreement, including Rules 16.1 and 16.2 thereof. Demand for arbitration shall be made in accordance with the notices provisions of the Agreement. All aspects of any Arbitration shall remain confidential between and among each party thereto and each arbitrator, to the extent not otherwise

	required to be disclosed by law, regulation, or through litigation before a court involving a Claim or Claims.
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