

32.4 The following clauses of these Terms of Business will survive its termination and continue indefinitely: 1 (*Definitions*), 2 (*Interpretation*), 6 (*Regulatory Compliance*), 14 (*Client Money*), 21 (*Personal Data*), 22 (*Use of Information*), 23 (*Charges and Interest*), 24 (*Set-off*), 25 (*Rights over Client Investments*), 29 (*Liability*), 30 (*Force Majeure*), 32 (*Termination*) and 33 (*General*).

33. GENERAL

33.1 Notices. Any notice to be served on DB under these Terms of Business (including notices to be provided under clause 32.1) must be in writing, in English and served on the Compliance Department, Winchester House, 1 Great Winchester Street, London EC2N 2DB and (where applicable) the Compliance Department of other DB branches or offices located in the EEA, at the address separately notified to you. Any notice to be served on Client under these Terms of Business may be sent to Client's head or registered office or to any other address notified by Client to DB.

33.2 Variation. DB may amend or modify these Terms of Business by giving Client written notice setting out the relevant changes and/or by DB making such changes available on the following website:
<https://www.db.com/company/en/terms-of-business.htm> or in such other manner as reasonably considered appropriate by DB. Such changes will become effective on a date to be specified in the notice or on the website. Client may only amend or vary these Terms of Business with the prior written agreement of DB.

33.3 Severability. If any provision of these Terms of Business is held illegal, invalid or unenforceable such illegality, invalidity or unenforceability will not

affect the other provisions of these Terms of Business which will remain in full force and effect.

33.4 Waiver. A failure to exercise or delay in exercising a right or remedy provided by these Terms of Business or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms of Business or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

33.5 Relief. The rights and remedies provided by these Terms of Business are cumulative and are not exclusive of any rights or remedies provided by law. Each Party acknowledges that financial compensation may be inadequate protection or compensation to the other Party for any breach of these Terms of Business. Without prejudice to any other rights and remedies otherwise available each Party agrees not to oppose the granting of injunctive relief in favour of the other Party on the grounds of failure or potential failure to prove actual damage.

33.6 No Implied Relationship. Nothing contained or implied in these Terms of Business creates a joint venture or partnership between the Parties or makes one Party the agent or legal representative of the other Party for any purpose.

33.7 Rights of Third Parties. (i) Subject to paragraph (ii) below, a person who is not a party to these Terms of Business has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Business; and (ii) Client acknowledges that DB has entered into these Terms of Business for its own benefit and for the benefit of each DB Entity and that these Terms of Business are intended to be enforceable by each DB Entity by virtue of the Contracts (Rights of Third Parties) Act 1999.