

STRICTLY PRIVATE AND CONFIDENTIAL

From: Schroders plc (the “**Company**”)

To: Nuveen Services, LLC (“**Nuveen**”)

25 January 2026

Dear Sir/Madam,

Project Pantheon

In consideration of each party agreeing to make available to the other party, and/or their respective Agents, Confidential Information in connection with the Proposed Transaction, the parties hereby undertake to each other in the terms set out below.

1. Interpretation

1.1 In this letter:

“**acting in concert**” has the meaning given to such term in the Code;

“**Affiliates**” means, with respect to a person, any other person that, directly or indirectly, Controls, or is Controlled by, or is under common Control with, such person;

“**Agents**” means directors, officers, partners, employees, agents, and professional advisers;

“**Code**” means the City Code on Takeovers and Mergers as from time to time amended and interpreted by the Takeover Panel;

“**Confidential Information**” means:

- (A) all Information relating directly or indirectly to the Proposed Transaction, including the potential for the Proposed Transaction to take place, the existence and contents of the discussions and correspondence between the parties (or their respective Agents) about the Proposed Transaction, the potential terms of the Proposed Transaction, the fact that the Provider has made, or intends to make, Information available to the Recipient, the existence and contents of this letter and the willingness of each party to enter into such discussions and negotiations with each other; and
- (B) all Information relating to any member of the Provider’s Group, including, without limitation, Information relating to the employees, property, assets, business, trading practices, plans, proposals and/or trading prospects of any member of the Provider’s Group, disclosed by, or acquired in any way from, in each case whether directly or indirectly or before, on or after the date of this letter, any member of the Provider’s Group or its Agents, and includes all copies of any such Information and Information prepared by any member of the Recipient’s Group or its Agents which contains or otherwise reflects or is generated from such Information,

BUT EXCLUDING:

- (i) all Information that is in, or has (after disclosure to, or acquisition by, any member of the Recipient's Group or its Agents) entered, the public domain otherwise than (a) as a direct or indirect consequence of any breach of any undertaking contained in or given pursuant to this letter; or (b) which the Recipient knows to have been disclosed in breach of any duty of confidentiality owed to any member of the Provider's Group or its Agents;
- (ii) all Information that is independently developed by a party or its Agents without use of, reference to, or reliance upon any Confidential Information; and
- (iii) in relation to (B) only, all Information that was properly and lawfully in the possession of any member of the Recipient's Group or its Agents prior to the time that it was disclosed by or acquired from the Provider's Group or its Agents and provided that such Information is not known by the foregoing to be subject to any other duty of confidentiality owed to any member of the Provider's Group or its Agents;

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a person, whether through the ownership of securities or partnership or other ownership interests, by contract or otherwise, and **"Controls"** and **"Controlled"** shall be construed accordingly;

"Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, the Personal Data disclosed by the Provider to the Recipient under this letter;

"Data Protection Law" means any applicable data protection and privacy laws, regulations and other similar instruments in any jurisdiction;

"Group" means, as the context requires, (i) in relation to the Company, the Schroders Group; and (ii) in relation to Nuveen, the Nuveen Group;

"Information" means all information of whatever nature and in whatever form including, without limitation, in writing, orally, electronically and in a visual or machine-readable medium including CD ROM, magnetic and digital form;

"Nuveen Group" means Nuveen and its Affiliates from time to time;

"party" means a party to this letter, and **"parties"** means both of them;

"Permitted Purpose" means evaluating, negotiating, advising in connection with and/or implementing the Proposed Transaction;

"person" includes a reference to an individual, a body corporate, government body, association or partnership (in whatever form whether or not having a separate legal personality);

"Personal Data" has the meaning given to such term under applicable Data Protection Law;

“Proposed Transaction” means the possible acquisition by a member of the Nuveen Group of the entire issued and to be issued share capital of the Company (other than any share capital already owned by any member of the Nuveen Group);

“Provider” means, as the context requires, the party who provides any Information (either directly or indirectly through any of its Agents) to the Recipient, and **“Provider’s Group”** means such party’s Group;

“Recipient” means, as the context requires, the party who receives any Confidential Information (directly or indirectly) from a Provider, and **“Recipient’s Group”** means such party’s Group;

“SCCs” means the latest version of the standard contractual clauses and UK Addendum to those standard contractual clauses as are required under Data Protection Law in the European Economic Area or the United Kingdom to permit international transfers of personal data (as defined under applicable Data Protection Law) as approved by the EU Commission or the United Kingdom’s Information Commissioner’s Office (as applicable);

“Schroders Group” means the Company and its Affiliates from time to time;

“securities” means any shares or security in the capital of the relevant company, any option to acquire any such share or security and any derivative relating to, or any rights whatsoever in respect of, any such share or securities;

“Takeover Panel” means The Panel on Takeovers and Mergers; and

“UK MAR” means the Market Abuse Regulation (EU) No 596/2014 in such form as incorporated into the law of England and Wales, Scotland and Northern Ireland by the European Union (Withdrawal) Act 2018 and as amended, consolidated, re-enacted or replaced under domestic law from time to time.

1.2 The obligations expressed to be undertaken by: (i) Nuveen are obligations Nuveen owes to each member of the Schroders Group; and (ii) the Company are obligations owed to each member of the Nuveen Group.

1.3 Unless the context otherwise requires, any reference to any legislative provision includes any legislative provision which it replaces, amends or supplements and any legislative provision for the time being in force which replaces, amends or supplements it and (in either case) any subordinate legislation made under any such legislative provision. Similarly, any reference to any legislative provision or subordinate legislation applicable to any part of the United Kingdom includes a reference to any corresponding legislative provision or subordinate legislation applying to any other part of the United Kingdom.

2. Confidential Information

2.1 The Recipient:

(A) will treat and keep all Confidential Information as secret and confidential and will not, without the Provider’s prior written consent, directly or indirectly communicate or

disclose (whether in writing or orally or in any other manner) Confidential Information to any other person, other than as provided in paragraphs 2.5 and 3; and

- (B) will ensure that the Confidential Information is protected with the same security measures and degree of care that would apply to its own confidential information and in any case no less than reasonable measures and a reasonable degree of care.
- 2.2 The Recipient will not use any Confidential Information for any purpose (including, but not limited to, any competitive or commercial purpose) other than directly in connection with the Permitted Purpose.
- 2.3 The Recipient will not make, or permit or procure to be made, any copies in any form of the Confidential Information except:
- (A) for the purpose of supplying Confidential Information to persons to whom disclosure of Confidential Information is expressly permitted by this letter;
 - (B) as reasonably required for the Permitted Purpose; or
 - (C) with the Provider's prior written consent.
- 2.4 The Recipient will, to the extent permitted by law or regulation, promptly notify the Provider of the circumstances of any breach, or threatened breach, of this letter upon becoming aware of such breach or threatened breach, provided that such notice will not be regarded as an admission of any liability hereunder.
- 2.5 For the avoidance of doubt, Nuveen shall not, and shall procure that each member of the Nuveen Group (and any person acting in concert with it or any member of the Nuveen Group) and its and their respective Agents shall not, at any time, without the Company's prior written consent, directly or indirectly communicate or disclose Confidential Information to any actual or prospective provider of equity or debt financing to any member of the Nuveen Group or to any person acting in concert with any member of the Nuveen Group. Notwithstanding the foregoing, the Company hereby consents to the Nuveen Group disclosing Confidential Information to BNP Paribas, acting through its New York Branch, duly organized under the laws of France, and licensed by the New York State Department of Financial Services ("**BNPP**") and its Affiliates, in connection with, and to the extent strictly necessary for, the Nuveen Group's financing of the Proposed Transaction, provided that BNPP and its Affiliates which have received any Confidential Information in such a capacity shall, for the purposes of this letter, be treated as if they had received such Confidential Information as Agents of Nuveen.

3. Exceptions and restrictions

- 3.1 The restrictions in sub-paragraph 2.1 do not apply to the disclosure of Confidential Information:
- (A) to any member of the Recipient's Group and/or its Agents who strictly need to receive and consider Confidential Information for the Permitted Purpose;
 - (B) which is required to be disclosed by law or the rules of, or at the request of, any applicable regulatory, governmental or supervisory organisation (which for the

avoidance of doubt includes the Takeover Panel), but subject always to sub-paragraph 5.2;

- (C) within paragraph (A) of the definition of the term “Confidential Information” where it is disclosed by or on behalf of the Company in accordance with Rule 2.3(d) of the Code;
- (D) in respect of the Schroders Group only, (i) to the persons whom the Company collectively refers to as the “Principal Shareholder Group” and their professional advisers; (ii) to the trustees or managers of the Schroders Group’s defined benefit or defined contribution pension schemes and their professional advisers and to the regulators of such pension schemes, including in the UK, The Pensions Regulator; or
- (E) to the Financial Conduct Authority, the Prudential Regulation Authority and the New York State Department of Financial Services and, provided that the disclosing party consults with the other party prior to any such disclosure, any other regulatory, governmental or supervisory organisation to whose jurisdiction any member of the Schroders Group or the Nuveen Group (as may be applicable) is subject and to whom it would be reasonably prudent to disclose Confidential Information in connection with the Proposed Transaction and in accordance with the relevant party’s regulatory obligations.

3.2 The Recipient will ensure that, where Personal Data is disclosed by it under sub-paragraphs 3.1(A), 3.1(B) or, in respect of the Company only, 3.1(C) or, in respect of Nuveen only, paragraph 2.5 of this letter (as appropriate), such disclosure is limited to those persons who require access to the Personal Data for the Permitted Purpose and that access will only be granted to such part or parts of the Personal Data as is strictly necessary in relation to that person’s particular duties for the Permitted Purpose.

3.3 The Recipient will ensure that:

- (A) each person to whom it discloses any Confidential Information in accordance with sub-paragraph 3.1(A) or, in respect of Nuveen only, paragraph 2.5 is directed to observe the terms of this letter as if they were a party to the letter and had undertaken the same obligations as are undertaken by the Recipient (save to the extent the Provider agrees otherwise); and
- (B) each person to whom it grants access to Personal Data under sub-paragraph 3.1(A) or, in respect of Nuveen only, paragraph 2.5 is aware of their duties under Data Protection Law and under this letter with respect to the Personal Data.

3.4 The Recipient will be responsible for any breach of the terms of this letter by any person to whom the Recipient discloses Confidential Information under this paragraph 3 or, in respect of Nuveen only, paragraph 2.5.

4. Records and destruction of Confidential Information

4.1 The Recipient will, upon receipt of a written demand by the Provider (where such demand is consistent with obligations under Rule 21 of the Code):

- (A) within seven days of receipt of such demand, destroy, or procure the destruction of, all hard copy documents and all other materials which are in a form reasonably capable of destruction containing or reflecting any Confidential Information, and all copies thereof, which have been made by or on behalf of each member of the Recipient's Group and its respective Agents (including proprietary information); and
- (B) ensure that where Confidential Information has not been destroyed under sub-paragraph 4.1(A) above, no step will be taken to access or recover such Confidential Information from any computer, word-processor, telephone or other device containing such information or which is otherwise stored or held in electronic, digital or other machine-readable form. The Recipient will continue to hold such Confidential Information subject to the terms of this letter and will procure that each member of the Recipient's Group and their respective Agents to whom Confidential Information is disclosed do the same.

4.2 In addition, the Recipient will, within seven days of receipt of any written demand by the Provider, provide written notice to the Provider confirming compliance with this paragraph 4 by each member of the Recipient's Group and their respective Agents who have received Confidential Information. Notwithstanding the obligations in this paragraph 4, each member of the Recipient's Group and their respective Agents will be entitled to retain such copies of such Information as: (i) is required to be retained by law or the rules of any applicable regulatory, governmental or supervisory organisation or professional body to which they are subject; or (ii) contained in any electronic file pursuant to any routine back-up or archiving procedure provided that such file is not generally accessible or accessed beyond the need for disaster recovery or similar procedures, and in each case such Information will continue to be held subject to the terms of this letter.

5. Announcements and disclosure

5.1 Subject to sub-paragraphs 5.2, 5.3 and 5.4, and other than as provided by paragraph 3, neither party will make, or permit or procure to be made or solicit or assist any other person to make, any announcement or public disclosure of any Confidential Information without the other party's prior written consent or where the content of the announcement has been agreed with the other party.

5.2 If either party (or any member of its Group or its or their respective Agents) (the "**Disclosing Party**") becomes (or is reasonably likely to become) compelled by law or the rules of, or are requested by, any applicable regulatory, governmental or supervisory organisation (which for the avoidance of doubt includes the Takeover Panel) to whose jurisdiction they are subject, to disclose any Confidential Information, such Disclosing Party will be permitted to make such disclosure in good faith and, where and to the extent reasonably practicable and permitted by law or any such rules, promptly notify the other party to this letter so that they may seek any appropriate means to contest, prevent or minimise that disclosure (provided that, for the avoidance of doubt, no such notification obligation shall apply to any announcement required to be made by either party pursuant to Rule 2.4 of the Code that contains only information falling within paragraph (A) of the definition of "Confidential Information").

5.3 Where any Disclosing Party makes any disclosure of Confidential Information under sub-paragraph 5.2, the disclosure will, to the extent reasonably practicable and permitted by law or regulation, be made only after prompt consultation with the other party to this letter and after taking into account their reasonable requirements as to its timing, content and manner of making.

- 5.4 Where in accordance with sub-paragraph 5.3, the Disclosing Party is not permitted or it is impracticable to consult with the other party before disclosure is made, that Disclosing Party will, to the extent permitted by law or regulation, and except where the disclosure is made pursuant to Rule 2.4 of the Code and contains only information falling within paragraph (A) of the definition of "Confidential Information", limit the extent of that disclosure to only such information as is strictly required by law or regulation, and inform the other party of the circumstances, timing, content and manner of making of the disclosure promptly after such disclosure has been made.

6. Personal Data

Each party acknowledges that Confidential Information may include Personal Data, the handling or processing or transfer of which may be subject to the requirements of Data Protection Law. Without limitation to any other term of this letter, in relation to any Personal Data which is provided by the Provider to the Recipient, the Recipient will, and will procure that each member of the Recipient's Group and/or its or their respective Agents will:

- (A) comply with all relevant provisions of Data Protection Law to which the relevant party is subject;
- (B) take appropriate technical and organisational measures to guard against the unauthorised or unlawful disclosure or processing of such Personal Data or the occurrence of a Data Breach in respect of such Personal Data;
- (C) notify the Provider of a Data Breach without undue delay and, where feasible, within 48 hours of becoming aware of it;
- (D) notify the Provider without undue delay upon receipt of any material communication (a) from a supervisory authority which relates to either party's compliance with Data Protection Law in respect of the Personal Data disclosed under this letter; or (b) from any individual whose Personal Data the Recipient, or any member of the Recipient's Group or its or their respective Agents process, or from any person acting on behalf of such individual;
- (E) promptly provide such reasonable co-operation, information and assistance to the Provider (or any member of the Provider's Group) as the Provider may from time to time reasonably request to enable it to comply with its obligations under Data Protection Law; and
- (F) only process such Personal Data outside of the United Kingdom or the European Economic Area without the prior written consent of the Provider if:
 - (i) the country or territory to which the Personal Data is to be transferred or in which it will be processed is deemed adequate by the European Commission (and/or, where applicable, the UK Information Commissioner's Office) pursuant to Data Protection Law; or
 - (ii) it has previously entered into SCCs with the Provider. In the event of a conflict between those SCCs and the provisions of this letter, the SCCs shall prevail; or

- (iii) the Personal Data is to be processed in accordance with the terms of a valid data transfer agreement which is compliant with the requirements of applicable Data Protection Law.

7. Approaches

- 7.1 Nuveen will, and will procure that each member of the Nuveen Group (and any person acting in concert with any member of the Nuveen Group) and its or their respective Agents will only make contact in connection with the Proposed Transaction with Agents of the Company who may from time to time be notified by the Company.
- 7.2 Each party agrees that it and its Affiliates (collectively, "**Transaction Parties**") shall not, directly or indirectly, solicit for employment or engagement for services any person who is currently a director, officer or executive committee member (or equivalent) of the other party with whom a Transaction Party has had contact or who first became known to a Transaction Party in connection with the Proposed Transaction (a "**Specified Employee**") until the earlier of (i) the end of 12 months from the date of this letter and (ii) completion of the Proposed Transaction, provided that the foregoing shall not apply to the employment or engagement for services by such party or its Affiliates of any such Specified Employee (a) pursuant to a non-targeted advertisement or recruitment campaign made generally by such party or its Affiliates to which the Specified Employee makes an unsolicited response or (b) who has left the employment of the other party prior to such solicitation.

8. Standstill

- 8.1 For a period of 12 months from the date of this letter, Nuveen undertakes to the Company that it shall not, and that it shall procure that its Affiliates and any person acting in concert with it or its Affiliates shall not, without the Company's prior written consent, directly or indirectly:
 - (A) initiate or undertake any contact or engagement with any shareholder of the Company specifically in relation to the Company, except in the ordinary course of business as an investment manager and not for the purpose of influencing control or management of the Company;
 - (B) acquire or offer to acquire or enter into any agreement, arrangement or understanding (whether legally binding or not) to acquire or offer to acquire any interest in any shares or other securities of the Company, other than as agent for clients in the ordinary course of business or as a result of index tracking or passive investment strategies and not for the purpose of influencing Control or management of the Company; or
 - (C) enter into any contract for differences, spread bet or similar arrangement with reference to the price of shares or other securities of the Company, grant, accept, acquire, dispose of, exercise or discharge any option to acquire or dispose of any shares or other securities of the Company or enter into, terminate, assign or novate any stock lending or similar agreement in respect of any shares or other securities of the Company, except as agent for clients in the ordinary course of business and not for the purpose of influencing control or management of the Company.
- 8.2 Notwithstanding the foregoing, nothing in paragraph 8.1 shall prevent:

- (A) Nuveen or its Affiliates from taking any action in response to a bona fide public offer for the Company made by a third party, or as required by law or regulation; and
- (B) any of Nuveen's professional advisers from taking any action in the normal course of their investment or advisory business, provided such action did not arise, directly or indirectly, from the instructions of, or otherwise in conjunction with or on behalf of, any member of the Nuveen Group.

8.3 Furthermore, nothing in this letter shall preclude, prevent or otherwise restrict the ability of other transaction teams, legal entities or divisions within Nuveen and its Affiliates from representing or providing products or services (including, without limitation, financing, advisory and other investment banking products or services) to other clients of Nuveen and its Affiliates, provided that such activities are conducted independently and in accordance with applicable law.

9. Duration

Except as expressly provided otherwise in paragraphs 7.2 and 8.1 of this letter, the obligations set out in this letter will terminate three years from the date of this letter.

10. Principal

Each party confirms that it is acting in this matter as principal and not as nominee, agent or broker for any person and that it will be responsible for any costs incurred by it or on its behalf in considering or pursuing the Proposed Transaction (whether or not it proceeds) and in complying with the terms of this letter.

11. No Offer

Each party agrees that all Information, whether containing Confidential Information or otherwise, made available to it or any member of its Group or its or their respective Agents prior to, in the course of, or for the purpose of, negotiations in relation to the Proposed Transaction, will not constitute an offer, inducement or invitation by, or on behalf of, the other party, nor will those documents nor the Information contained in them form the basis of, or any representation in relation to, any contract.

12. No Representations

12.1 Each party acknowledges that no responsibility is accepted, and no representation, undertaking or warranty is made or given, in either case expressly or impliedly, by the other party, or any member of its Group or its or their respective Agents, as to the accuracy or completeness of the Confidential Information or any other Information supplied or as to the reasonableness of any assumptions on which any of the same is based or the use of any of the same.

12.2 Each party further acknowledges that it will be responsible for making its own decisions on the Confidential Information and the Proposed Transaction. Accordingly, each party agrees that neither party, nor any member of its Group, nor its or their respective Agents, will be liable for any direct, indirect or consequential loss or damage suffered by any person resulting from the use of the Confidential Information or any other Information supplied, or for any opinions expressed by any of them, or any errors, omissions or misstatements made by any of them in connection with the Proposed Transaction. Each party agrees that it will not place any reliance

on any statement, representation, warranty or covenant (written, oral or in any other media) made by the other party or any member of its Group or its or their respective Agents, in connection with the Confidential Information, the Proposed Transaction or any other matter contemplated hereby. Each statement in this paragraph is made subject to the terms of any definitive written agreement or agreements (including jointly approved announcements, circulars and/or offer documents) entered into between the parties relating to the Proposed Transaction and has no application in the case of fraud.

13. Insider dealing and market abuse

Nuveen acknowledges and agrees that:

- (A) the Confidential Information is provided to it in confidence and it will not engage in any behaviour while in possession of the Confidential Information which would amount to market abuse for the purposes of, or is otherwise prohibited under, UK MAR; and
- (B) the Proposed Transaction and some or all of the Confidential Information may constitute inside information for the purposes of the Criminal Justice Act 1993 (“**CJA**”) and accordingly by receiving such Confidential Information it may become an ‘insider’ and subject to and in accordance with applicable law, it may not deal in securities that are price-affected securities (as defined in the CJA) in relation to any such inside information, encourage another person to deal in price-affected securities or disclose the information except as permitted by the CJA before the Confidential Information has been made public.

14. Contracts (Rights of Third Parties) Act 1999

- 14.1 The provisions of this letter confer benefits on the persons specifically referred to in sub-paragraph 1.2 (each, a “**Third Party**”) and, subject to the remaining terms of this paragraph 14, are intended to be enforceable by each Third Party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 14.2 Notwithstanding sub-paragraph 14.1 of this letter, this letter may be rescinded or varied in any way and at any time without the consent of any Third Party.
- 14.3 Save as provided in sub-paragraph 14.1 of this letter, a person who is not a party to this letter shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

15. Notices

A notice under this letter must be in writing and sent to (and shall be deemed to be given when sent, unless a message of non-delivery is received by the sender) to [REDACTED] and [REDACTED] in respect of the Company and [REDACTED] and [REDACTED] in respect of Nuveen. Each party may change its notice details on giving notice to the other party of the change in accordance with this paragraph 15.

16. Agent for service

- 16.1 Nuveen hereby irrevocably appoints Nuveen International Holdings 2 Limited of 201 Bishopsgate, London, United Kingdom to be its agent for the receipt of service documents.

Nuveen agrees that any service document may be effectively served on it in connection with proceedings in England and Wales by service on its agent effected in any manner permitted by the Civil Procedure Rules.

- 16.2 If the agent at any time ceases for any reason to act as such, Nuveen shall appoint a replacement agent having an address for service in England or Wales and shall notify the Company of the name and address of the replacement agent. Failing such appointment and notification, the Company shall be entitled by notice to Nuveen to appoint a replacement agent to act on its behalf. The provisions of this paragraph 16 applying to service on an agent shall apply equally to service on a replacement agent.
- 16.3 A copy of any service document served on an agent shall be sent by post to Nuveen. Failure or delay in so doing shall not prejudice the effectiveness of service of the service document.

17. General

- 17.1 Each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this letter and/or breach of confidence. Accordingly, a person bringing a claim under this letter may be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this letter and/or breach of confidence.
- 17.2 No failure or delay in exercising any right, power or privilege under this letter will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this letter or otherwise. The terms of this letter may not be varied or terminated without the prior consent of each party. No waiver of any provision of this letter in respect of any action taken by a party, any member of its Group or its or their respective Agents will be effective unless agreed in writing by the other party.
- 17.3 To the extent that any Confidential Information is covered or protected by privilege, then the disclosing of such Information by a party or otherwise permitting disclosure of it does not constitute a waiver of privilege or any other rights which that party, or any member of its Group, may have in respect of such Confidential Information.
- 17.4 The rights, powers and remedies provided in this letter are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 17.5 This letter will enure to the benefit of, and be enforceable by, the parties' successors and assigns and each party agrees to procure that its terms are observed by any successors and assigns of its business or interests or any part thereof as if they had been party to this letter.
- 17.6 Each party acknowledges and agrees that no right or licence is granted to the Recipient in relation to the Confidential Information except as expressly set forth in this letter.
- 17.7 The provisions of this letter will be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions will remain enforceable to the fullest extent permitted by law.
- 17.8 Any consent to be given by a party under the terms of this letter may be given on such terms as it determines or may not be given.
- 17.9 This letter may be executed in any number of counterparts and by the parties to it on separate counterparts, but will not be effective until each party has executed at least one counterpart.

Each counterpart will constitute an original of this letter, but all the counterparts will together constitute but one and the same instrument.

17.10 This letter is to be governed by, and construed in accordance with, English law. Any matter claim or dispute arising out of or in connection with this letter, whether contractual or non-contractual, and the relationship between the parties and the conduct of any negotiations in relation to the Proposed Transaction are to be governed by and determined in accordance with English law. Each party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this letter or the relationship between the parties or the conduct of any negotiations in relation to the Proposed Transaction.

Please confirm Nuveen's acceptance of these terms by countersigning this letter and returning it to the Company.

Yours sincerely,

A solid black rectangular box redacting the signature of the representative.

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for and on behalf of
Schroders plc

Agreed and accepted on 1/25/ 2026

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[Redacted Signature]
.....
for and on behalf of

Nuveen Services, LLC