

Terms and Conditions For Applicants

The Applicant acknowledges and agrees that by making an application (the **Application**) for a loan facility (**Facility**) to Scipion Capital Ltd (**SCL**) that the following terms and conditions will apply to such application and the result thereof.

No Commitment Express or Implied

The Application for a Facility made by the Applicant does not oblige SCL to arrange or to provide financing to the Applicant in any manner whatsoever.

SCL will seek to consider the Application within ten business days of the confirmed date of submission by the Applicant to SCL via the Application Form. If SCL does not consider the Application or declines such Application, it will not be liable for any consequence of such non-consideration or decline to any party.

The consideration by SCL of the application does not imply any form of commitment or other obligation to the Applicant on the part of SCL.

Application Acceptance Fee

Upon being advised by SCL that the Application will be considered further, the Applicant will receive an outline term sheet setting out the preliminary terms and conditions of a proposed facility. Such term sheet will not be any form of commitment but indicate the basis for future discussions. The Applicant should indicate acceptance of the term sheet in writing to SCL within 5 business days of receipt of same from SCL. In absence of such acceptance SCL reserves the right to discontinue the application process.

Upon receipt by SCL of written acceptance of the term sheet by the Applicant, SCL will invoice and the Applicant will pay to or to the order of SCL the Application Acceptance Fee. Such Application Acceptance Fee will be invoiced directly to the Applicant and will be payable within five business days of the date of such invoice. Failure to pay the relevant invoice will result in SCL discontinuing progress of the Application.

Due Diligence and Final Terms and Conditions

The Applicant will be required to complete all Application documents in full and to the satisfaction of SCL. The Applicant will also be required to provide all assistance with and all information required in relation to a due diligence process to be undertaken by SCL in order to satisfy itself that the Application should proceed to be considered by the Investment Manager. SCL will seek to submit such application to the Investment Manager within 30 business days of the payment of the Application Acceptance Fee subject to the nature of the anticipated Facility and delivery to SCL by the Applicant of all required documentation and confirmations, including those that may require travel on the part of SCL or its representatives, in form and to the satisfaction of SCL.

The Application will be required to be approved finally by the Investment Manager after due consideration of the risks and rewards of such Application and if approved, an offer to arrange to make a Facility available will be made in writing to the Applicant by SCL.

Such offer will be subject to written acceptance and the completion of appropriate legal documentation and related conditions precedent to permit the Applicant to access the Facility offered. Failure to accept the offer within the stated time period set out therein will result in the offer being withdrawn and the offer being cancelled.

Legal Expenses Prepayment

If a Facility is offered to the Applicant arranged by SCL, and the Applicant accepts the offer in writing, the Applicant will pay to or to the order of SCL a sum in US Dollars or its equivalent in Pounds Sterling, at such rate of exchange as SCL may determine acting reasonably, that is determined by SCL, acting reasonably, as the anticipated costs of engaging legal counsel to prepare, agree, execute and perfect the required documents to evidence and ensure the required security is in place for the Facility for the relevant lender to make the Facility available to the Applicant.

Such sum will be invoiced directly to the Applicant upon the provision to the Applicant of a financing offer and will be payable within seven business days of the date of such invoice. Failure to pay the relevant invoice will result in SCL discontinuing progress of the Application.

SCL reserves the right to require the Applicant to pay such additional sum as circumstances may require, to cover any shortfall from the original sum that may arise as a result of delays, changes or unforeseen circumstances.

Arrangement Fee

If a Facility is offered to the Applicant, arranged by SCL, and accepted by the Applicant, the Applicant will pay to or to the order of SCL a sum in US Dollars or its equivalent in Pounds Sterling, at such rate of exchange as SCL may determine acting reasonably, that is the equivalent of 1.5% (one and one half per cent) of the nominal Facility Amount, subject to a minimum amount of USD75,000 (Seventy five thousand US Dollars). The Arrangement Fee is payable to SCL for its arranging of the Facility.

Such sum will be invoiced directly to the Applicant upon execution of the relevant Facility letter and will be payable within seven business days of the date of such invoice. Failure to pay the relevant invoice will result in SCL discontinuing progress of the Application.

Agency Fee

If a Facility is offered to the Applicant arranged by SCL, the Applicant will pay to or to the order of SCL annually a sum in US Dollars or its equivalent in Pounds Sterling, at such rate of exchange as SCL may determine acting reasonably, that is the equivalent of 0.4% (four tenths of one percent) of the nominal Facility Amount or USD30,000 (thirty thousand US Dollars) whichever is the larger amount to cover the operating costs of the Facility.

Such sum will be invoiced directly to the Applicant in equal monthly instalments with the first being issued upon execution of the relevant Facility agreement and will be payable within five business days of the date of such invoice. Failure to pay the first relevant invoice will result in SCL discontinuing progress of the Application. Failure to pay any subsequent invoices may result in the Facility availability being withdrawn. The Agency fee will be payable for so long as the Facility is available to the Applicant.

Facility Fee

The Applicant will pay to or to the order of SCL a sum in US Dollars or its equivalent in Pounds Sterling, at such rate of exchange as SCL may determine acting reasonably, that is the equivalent of 0.5% (half of one percent) of the nominal Facility amount or USD50,000 (fifty thousand US Dollars) whichever is the larger amount to cover the credit maintenance costs of the Facility.

Such sum will be invoiced directly to the Applicant in equal monthly instalments with the first being issued upon the first anniversary execution of the relevant Facility agreement and will be payable within seven business days of the date of such invoice. Failure to pay any invoices may result in the Facility availability being withdrawn.

Interest

The Applicant will be required to pay interest on any utilisation of the Facility on the basis agreed in the Facility letter. Such interest will be calculated on the basis of an actual days of utilisation and a year of three-hundred-and-sixty-days.

The rate of interest payable shall be the aggregate of the prevailing one-month Term SOFR interest rate for USD loans and a margin agreed between SCL and the Applicant. The interest period shall be of that period that commences on the date of the relevant utilisation of the Facility and ends on the last day of the calendar month of such utilisation and thereafter of successive calendar months until paid. Interest unpaid at each month end will be compounded and added to the outstanding principal of the utilisation of the Facility until paid.

If interest is not paid when due, then for the remainder of the month in which the non-payment occurred the rate of interest will be increased by 3%pa (three per cent per annum) over the then current interest rate and if still unpaid at the next interest payment date, the rate will increase by a further 2%pa (two per cent per annum) over the then current interest rate and such additional interest will continue to accrue and compound as set out above until paid.

The lender will reserve the right to require a minimum annual level of income from the Facility to make the Facility available and may charge a fee for each utilisation of the Facility instead of interest if it is deemed more appropriate to achieve such minimum level.

Non-Utilisation Commission

If the proposed Facility is agreed to be committed then the Applicant will be required to pay a non-utilisation commission to the lender on a basis that will be determined by SCL in the negotiation of the term sheet for the proposed loan facility.

Right to Vary or Revise or Cancel

The above terms and conditions shall be applied to Applications made to SCL. However, if an Application is in progress and circumstances change, SCL reserves the right to apply different rates and other types of fees, costs or interest in relation to any Application, to allow the Application to continue if the Applicant wishes it to do so. If there is a change of circumstances and the Applicant does not wish to continue the Application, then upon advice to SCL, the Application will be discontinued and fees already invoiced and or paid will be retained by SCL. If SCL determines that it is unable to continue then such fees as may have already been contracted and invoiced will remain payable to SCL by the Applicant but no further obligation will be incurred by the Applicant.

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