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**we, us, our** and the **Company** means Atrato Onsite Energy PLC.

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If any part of these Terms is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the rest of the Terms

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The Company has not been, and will not be, registered under the United States Investment Company Act of 1940, as amended, (the **US Investment Company Act**), and investors will not be entitled to the benefits of the US Investment Company Act. The shares of the Company have not been and will not be registered under the United States Securities Act of 1933, as amended (the **US Securities Act**), or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, in or into the United States or to or for the account or benefit of any US Person (within the meaning of Regulation S under the US Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. There has been and will be no public offer of the Shares in the United States.

Absent the prior written consent of the Company, the Company's shares may not be acquired by: (i) investors using assets of: (A) an "employee benefit plan" as defined in Section 3(3) of the United States Employee Retirement Income Security Act of 1974, as amended (**ERISA**) that is subject to Title I of ERISA; (B) a "plan" as defined in Section 4975 of the United States Internal Revenue Code of 1986, as amended (the **US Tax Code**), including an individual retirement account or other arrangement that is subject to Section 4975 of the US Tax Code; or (C) an entity whose underlying assets are considered to include "plan assets" by reason of investment by an "employee benefit plan" or "plan" described in preceding clause (A) or (B) in such entity pursuant to the US Plan Assets Regulations; or (ii) a governmental, church, non-US or other employee benefit plan that is subject to any federal, state, local or non-US law that is substantially similar to the provisions of Title I of ERISA or Section 4975 of the US Tax Code (collectively, **Benefit Plan Investors**), unless its purchase, holding, and disposition of the Shares will not constitute or result in a non-exempt violation of ERISA, Section 4975 of the US Tax Code or any such substantially similar law.

The content of this Site is general in nature. The Site is not intended to provide specific investment advice including, without limitation, investment, financial, legal, accounting or tax advice, or to make any recommendations about the suitability of the Company for the circumstances of any particular investor. If you do require investment advice, please consult a suitably qualified professional adviser. You should take appropriate advice as to any securities, taxation or other legislation affecting you personally prior to investing.

## Investment Performance

Any investment is subject to risk. The value of the shares in the Company may go down as well as up. Past performance is no guarantee of future returns and there is no guarantee that the market price of the Company's shares will fully reflect their underlying net asset value. There is also no guarantee that the Company's investment objectives will be achieved. Where an investment is denominated in a currency other than sterling, exchange rates may have an adverse effect on the value price or income of that investment. Any forecast, projection or target is indicative only and is not guaranteed in any way. Neither we nor Atrato Partners Limited (the **Investment Adviser**) or any of their respective affiliates accepts any liability for any failure to meet such forecast, projection or target.

Potential investors are advised to seek expert financial advice before making any investment decision and should be aware that they may not fully recover the amount invested.

## Forward Looking Statements

Nothing in this Site is, or should be relied on as, a promise or representation as to the future. This Site includes "forward-looking statements". These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "anticipates", "forecasts", "projects", "expects", "intends", "may", "will" or "should" or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Site and include statements regarding the intentions, beliefs or current expectations of the Company concerning, amongst other things, the investment objective and investment policy, investment performance, results of operations, financial condition, prospects, and dividend policy of the Company and the markets in which it is involved. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not guarantees of future performance. The Company's actual investment performance, results of operations, financial condition and dividend policy may differ materially from the impression created by the forward looking statements contained in this Site. None of the Company nor any of its affiliates undertakes any obligation to update or review any forward-looking statement, whether as a result of new information, future developments or otherwise, except as required by applicable law or regulation.

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You agree that under no circumstances, including, but not limited to, negligence, shall the Company, the Investment Adviser or any other third party that has provided information contained in this Site or any of their respective affiliates be liable for any direct, special or consequential damages that result from the access or use of, or the inability to access or use, the materials on this Site.

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Neither you nor any other party may use any part of this Site on any other website, or link any other website to this Site, without our prior written permission. You must establish a link to this Site in such a way not to suggest approval or endorsement on our part where none exists.

We are not responsible for the set-up of any link from a third party website to our Site.

Neither you nor any other party may deep link to, frame, spider, harvest or scrape the content or otherwise access the content for any purposes, or use any machine, electronic, web based or similar device to read or extract the content by machine based or automated means, without our prior written permission.

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To help us improve our service and in the interest of security, we may monitor and/or record communications (whether over the internet, telephone or otherwise) between you and us. All recordings are our sole property. We may investigate any complaint or reported violation of these Terms. We may report any activity that we suspect may violate any law or regulation to regulators, law enforcement officials or other persons or entities that we deem appropriate.

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You undertake not to use the Site for any purpose which is unlawful, abusive, libellous, obscene or threatening. You undertake to comply with any terms notified to you as required from time to time by any third party supplier of data or services to the Site, including but not limited to, where necessary, entering into a direct agreement with such third party in respect of your use of their data.

Any infringement of any of our or our affiliates' intellectual property rights will result in appropriate legal action

## **Third Parties**

We may work with third parties to research certain usage and activities on this Site on our behalf. No personal information about you is shared, however in the course of conducting this research these third parties may place a unique 'cookie' on your browser.

## **Amendment / Withdrawal of Services**

We reserve the right to make amendments and changes to the information on this Site or to withdraw access to this Site or any part of it at any time without notice. You are responsible for checking that this has not been updated since your last visit to the Site.

## Your Queries

If you have any queries regarding these terms and conditions, then please write to us at Atrato Onsite Energy PLC, 6th Floor, Bastion House, 140 London Wall, London, EC2Y 5DN.

## General

We may assign our rights and obligations under the Terms to any member of our group or to any successor to that part of our business which includes the Site, provided always that the assignee undertakes to comply with our obligations under the Terms, or appoint one or more agents to provide all or any of the service and references to “we”, “us” or “our” will include references to such assignees and agents.

No delay or failure by you or us to exercise any of our or your powers, rights or remedies under these Terms shall operate as a waiver of them, nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing. The remedies provided in these Terms are cumulative and not exclusive of any remedies provided by law.

## Governing Law

The terms are governed by and interpreted in accordance with the laws of England and Wales and the courts of England and Wales will have non-exclusive jurisdiction in respect of any dispute, which may arise.

It is a fiduciary principle that a Director must avoid actual or potential conflicts arising between his or her duties to the Company of which he or she is a Director and his or her personal interests. The test is whether a reasonable person looking at the facts would think that there was a real, sensible possibility of conflict of interest. A Director could be in breach of the rule even though the Company has suffered no loss. A Director should not act for two companies with potentially competing interests unless he or she does so with the informed consent of both parties.

The Directors of the Company may be involved in other financial, investment or professional activities that may, on occasion, give rise to conflicts of interest with the Company. In particular, the Directors may provide advice or other services to, or be otherwise involved in, a number of funds or companies that may have similar investment policies to that of the Company. It is, therefore, possible that a Director may have potential conflicts of interest with the Company.

In cases where an actual or potential conflict does arise, the Director concerned must ensure that he or she discloses the interest in the existing or proposed transaction to the Company at the first possible Board meeting and subsequently receives the approval of the Company.

The Directors will at all times have regard in such event to their obligations to the Company under their letter of appointment as a Director or otherwise to act in the best interests of the Company, having regard to their obligations to other clients, when undertaking any activity where conflicts of interest may arise and the Director will endeavour to resolve such conflicts fairly.

Approved: October 2021