

GENERAL MARGIN LOAN FRAMEWORK

Private and Confidential

Approved by Penn Park Capital Management Limited

This Margin Loan Framework ("Framework") governs the terms under which Penn Park Capital Management Limited ("Company," "we," "our," or "us") extends margin loans to eligible clients ("Client" or "Borrower"). By entering into a margin loan agreement, the Client agrees to comply with this Framework, as well as any additional terms and conditions shown on the individual margin loan agreement issued to the Client at the time the loan is approved.

The Company: The Lender

Company Name	Penn Park Capital Management Ltd
LEI	213800BO1WL8TMAU6B23
Office Address:	8 St James's Square, London, SW1Y 4JU, United Kingdom.
Compliance Officer	Mr. Kenneth Reynolds
Additional Notes	None

1. Eligibility & Account Requirements

1.1. Eligible Clients – Margin loans are available only to approved Clients who meet our credit-worthiness, investment experience, and regulatory suitability standards.

1.2. Minimum Account Balance – Clients must maintain a minimum account balance as determined by the Company. Failure to maintain this balance may result in a margin call or loan liquidation.

1.3. Approved Collateral – Margin loans must be secured by eligible securities or assets held in the Client's account. The Company reserves the right to determine which assets qualify as collateral.

1.4. Loan-to-Value (LTV) Ratio – The maximum loan amount is determined based on the LTV ratio set by the Company. This ratio is subject to change based on market conditions and regulatory requirements.

2. Interest Rates & Fees

2.1. Interest Rates – Margin loan interest rates are variable and may be adjusted based on prevailing market rates, the Client's risk profile, and other factors.

2.2. Fees & Charges – The Client may be subject to additional fees, including but not limited to:

- Loan origination fees,
- Late payment fees
- Margin call processing fees

3. Margin Calls & Collateral Management

3.1. Margin Maintenance Requirement – Clients must maintain a minimum level of equity in their margin accounts. If the value of collateral falls below the required level, the Client must deposit additional funds or securities.

3.2. Margin Calls – If an account falls below the maintenance requirement, a margin call will be issued, requiring the Client to restore the required margin level. The Client must meet the margin call within the timeframe specified by the Company.

3.3. Liquidation Rights – If the Client fails to meet a margin call, the Company reserves the right to sell all or part of the Client's collateral, without prior notice, to restore the required margin balance. The Company is not responsible for any losses incurred as a result of liquidation.

4. Default & Remedies

4.1. Events of Default – A Client will be considered in default under the following circumstances:

- Failure to meet a margin call
- Non-payment of interest or fees

5. Risks & Disclosures

5.1. Risk of Loss – Borrowing on margin involves significant risk. Clients may lose more than their initial investment if market conditions deteriorate.

5.2. Company Discretion – The Company reserves the right to modify margin requirements, call loans, or sell collateral at its sole discretion.

6. Limit on Use of Sales Proceeds for Margin Loan Repayment

6.1 Upon the sale of any investment funded in part by a margin loan, a maximum of forty percent (40%) of the sales proceeds, calculated based on the client's original investment excluding borrowed funds, may be applied toward the repayment of the outstanding margin loan balance. The client shall remain responsible for repaying any remaining margin loan obligations from other sources before the net sales proceeds are credited to their account.

6.2 For example, if a client invests \$1,000,000 of their own capital and borrows an additional \$1,000,000 through a margin loan, upon the sale of the investment, only \$400,000 (40% of the client's original investment amount) may be deducted for margin loan repayment. Any remaining margin loan balance must be settled by the client before the proceeds are made available to their investment account.

7. Amendments & Termination

7.1. Policy Changes – The Company reserves the right to modify this Policy at any time. Clients will be notified of any significant changes.

7.2. Termination of Margin Loan Agreement – Either party may terminate the margin loan agreement with written notice, subject to the settlement of outstanding loan obligations.

8. Governing Law & Dispute Resolution

8.1. Applicable Law – This Policy shall be governed by and construed in accordance with English law.