

ATRATO ONSITE ENERGY PLC (THE COMPANY)

UK AIFMD DISCLOSURE DOCUMENT

The Company is an externally managed alternative investment fund and has appointed JTC Global AIFM Solutions Limited as its AIFM. The table below sets out the information required to be disclosed in accordance with Article 23 of the EU AIFM Directive, as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018.

Capitalised terms contained in this UK AIFMD Disclosure Document shall have the meanings set out in the Company's prospectus dated 1 November 2021 (the **Prospectus**) save where the context requires otherwise.

DISCLOSURE REQUIREMENT	DISCLOSURE OR LOCATION OF RELEVANT DISCLOSURE
Investment strategy and objective of the AIF	Please see the headings titled " <i>Investment Objective</i> " and " <i>Investment Policy</i> " in Part 1 (<i>The Company</i>) of the Prospectus.
Master fund domicile, if relevant	Not applicable.
If the AIF is a fund of funds, the domicile of investee funds	Not applicable.
The type of assets in which the AIF may invest	Please see the headings titled " <i>Investment Objective</i> " and " <i>Investment Policy</i> " in Part 1 (<i>the Company</i>) of the Prospectus.
Investment techniques that may be employed by the AIF and all associated risks	Please see the heading titled " <i>Investment Policy</i> " in Part 1 (<i>the Company</i>) of the Prospectus and the Risk Factors section of the Prospectus.
Investment restrictions	Please see the heading titled " <i>Investment Policy</i> " in Part 1 (<i>the Company</i>) of the Prospectus and in particular the sub-heading titled " <i>Investment Restrictions</i> ".
Circumstances in which the AIF may use leverage, the types and sources of leverage permitted and the associated risks, any restrictions on the use of leverage and the maximum level of leverage which the AIFM is entitled to employ on behalf of the AIF	Please see the heading titled " <i>Investment Policy</i> " in Part 1 (<i>the Company</i>) of the Prospectus and in particular the sub-heading titled " <i>Gearing policy</i> ".
Any collateral and asset reuse arrangements	Not applicable.
Procedures by which the AIF may change its investment strategy or investment policy or both	Please see the heading titled " <i>Investment Policy</i> " in Part 1 (<i>the Company</i>) of the Prospectus and in particular the sub-heading titled " <i>Changes to and compliance with the investment policy</i> ".
The main implications of the contractual relationship entered into for the purpose of investment including information	The Company is a public company limited by shares, incorporated in England and Wales. While investors acquire an interest in the Company on subscribing for or purchasing Shares, the Company is the sole legal and/or beneficial owner of its investments.

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<p>on jurisdiction, the applicable law and on the existence (or not) of any legal instruments providing for the recognition and enforcement of judgments in the territory where the AIF is established</p>	<p>Consequently, Shareholders have no direct legal or beneficial interest in those investments. The liability of Shareholders for the debts and other obligations of the Company is limited to the amount unpaid, if any, on the Shares held by them. Shareholders' rights in respect of their investment in the Company are governed by the Articles of Association and the Companies Act. Under English law, the following types of claims may in certain circumstances be brought against a company by its shareholders: contractual claims under its articles of association; claims in misrepresentation in respect of statements made in its prospectus and other marketing documents; unfair prejudice claims and derivative actions. In the event that a Shareholder considers that it may have a claim against the Company in connection with such investment in the Company, such Shareholder should consult its own legal advisers.</p> <p>Jurisdiction and applicable law</p> <p>As noted above, Shareholders' rights are governed principally by the Articles of Association and the Companies Act. By subscribing for the Shares, investors agree to be bound by the Articles of Association which are governed by, and construed in accordance with, the laws of England and Wales.</p> <p>Recognition and enforcement of foreign judgments</p> <p>Regulation (EC) 593/2008 (Rome I) must be applied in all member states of the European Union (other than Denmark). Accordingly, where a matter comes before the courts of the relevant member state, the choice of governing law in any given agreement is subject to the provisions of Rome I. Under Rome I, the member state's court may apply any rule of that member state's own law which is mandatory irrespective of the governing law and may refuse to apply a rule of governing law if it is manifestly incompatible with the public policy of that member state. Further, where all other elements relevant to the situation at the time of the choice are located in a country other than the country whose law has been chosen, the choice of the parties shall not prejudice the application of provisions of the law of that country which cannot be derogated from by agreement. The United Kingdom has legislated to the effect that the rules in Rome I were incorporated into domestic law. As a result, English choice of law clauses in contracts continue to be respected both in the UK and the EU member states. The UK's accession to the Lugano Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters 2007 remains uncertain and consequently, foreign judgments obtained in EU member states relating to proceedings commenced on or after 1 January 2021 will only be enforceable under the default common law regime or (if applicable) the Hague Convention. The Hague Convention only applies to the enforcement of judgments that arise from proceedings commenced pursuant to the UK AIFMD Disclosure Document to an exclusive jurisdiction clause in favour of a contracting state in civil or commercial matters. The UK government has passed domestic legislation which came into force upon the expiry of the transition period (i.e. 31 December 2020). This legislation provides that exclusive jurisdiction clauses, which would have been caught by the Hague Convention by virtue of the UK's membership of the EU, will continue to be treated in exactly the same way as exclusive jurisdiction clauses concluded</p>

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	<p>once the UK is a member of the Hague Convention in its own right. Investors should note, however, that there is no instrument in place for the recognition and enforcement of judgements between the United Kingdom and the US and accordingly, if an investor were to seek to have an order of a US court (irrespective of the state in which the order was obtained) recognised or enforced in the courts of England and Wales, the investor would need to rely on the laws of England and Wales and may therefore find it difficult in practice to enforce a judgement obtained in the US in England and Wales.</p>
<p>The identity of the AIFM, the AIF's depositary, auditor and other service providers together with a description of their duties and the investors' rights</p>	<p>Please see Part 3 (<i>Directors, Management and Administration</i>) of the Prospectus for descriptions of the identities and duties of the AIFM, the Investment Adviser, the Company Secretary, the Auditor and the Company's other service providers.</p> <p>The provisions of the UK AIFM Laws concerning depositaries do not apply to the AIFM. As such, a depositary has not been appointed.</p> <p>Without prejudice to any potential right of action in common law that a Shareholder may have to bring a claim against a service provider to the Company, each Shareholder's contractual relationship in respect of its investment in the Company is with the Company only. Therefore, no Shareholder will have any contractual claim against any service provider with respect of such service provider's default pursuant to the terms of the agreement that it has entered into with the Company. The above is without prejudice to any right a Shareholder may have to bring a claim against an FCA authorised service provider under section 138D of the Financial Services and Markets Act 2000 (which provides that breach of an FCA rule by such service provider is actionable by a private person who suffers loss as a result), or any tortious cause of action. Shareholders who believe they may have a claim under section 138D of the Financial Services and Markets Act 2000, or in tort, against any service provider in connection with their investment in the Company should consult their legal adviser.</p>
<p>Management of professional liability risk</p>	<p>The AIFM is a non-EEA AIFM for the purposes of the EU AIFM Directive and so is not required to comply with Article 9(7) of the EU AIFM Directive, which relates to the maintenance of professional indemnity insurance or additional capital to cover professional liability risks.</p> <p>Nevertheless, the AIFM has the benefit of professional indemnity and directors' and officers' liabilities insurance coverage.</p>
<p>A description of any delegated management function as referred to in Annex I of the AIFM Directive by the AIFM and of any safe-keeping function delegated by the depositary, the identification of the delegate and any conflicts of interest that may arise from such</p>	<p>The AIFM has appointed the Investment Adviser to provide investment advice to the AIFM and the Company on the terms of the Investment Advisory Agreement. The Board and the AIFM have delegated responsibility for carrying out the fair market valuation of the Group's investments to the Investment Adviser. Pre-agreed delegated authorities have been granted to the Holdco Board by the Company and the AIFM.</p> <p>All activities engaged in under the provisions of the AIFM Agreement by the AIFM (or any of its delegates), and by the Investment Adviser under the Investment Advisory Agreement, on behalf of the Company shall at all times be subject to the overall</p>

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	<p>policies, supervision and review of the Board. The Investment Adviser's conflicts of interest policy is described in the paragraph titled "<i>Conflicts of Interest</i>" in Part 3 (<i>Directors, Management and Administration</i>) of the Prospectus.</p> <p>As noted above, the provisions of the UK AIFM Laws concerning depositaries do not apply to the AIFM. As such, a depositary has not been appointed.</p>
A description of any arrangement made by the depositary to contractually discharge itself of liability	As noted above, the provisions of the UK AIFM Laws concerning depositaries do not apply to the AIFM. As such, a depositary has not been appointed.
The Company's valuation procedure and pricing methodology	Please see the heading titled " <i>Valuation Policy</i> " contained in Part 3 (<i>Directors, Management and Administration</i>) of the Prospectus.
The Company's liquidity risk management, including redemption rights and redemption arrangements	Not applicable.
Fees, charges and expenses, which are directly or indirectly borne by investors	Please see the heading titled " <i>Fees and Expenses</i> " in Part 3 (<i>Directors, Management and Administration</i>) of the Prospectus.
Fair and preferential treatment of investors	<p>As a company listed on the FCA's Official List, the Company is required under the Premium Listing Principles to treat all Shareholders of a given class equally.</p> <p>In addition, as directors of a company incorporated in England and Wales, the Directors have certain statutory duties with which they must comply. These include a duty upon each Director to act in a way she considers, in good faith, would be most likely to promote the success of the Company for the benefit of its members as a whole.</p> <p>No investor has the right to obtain preferential treatment in relation to their investment in the Company and the Company does not give preferential treatment to any investors.</p> <p>The Ordinary Shares rank <i>pari passu</i> with each other.</p>
The Company's annual report	The information required under paragraphs 4 and 5 of Article 23 of the AIFM Directive will be disclosed in the Company's audited annual report. As a newly formed fund, the Company has not yet published any annual reports. Once published, annual reports will be available at www.atratoroof.com .
Procedure and conditions for the issue and sale of shares	Not applicable.
The Company's latest net asset value or latest market price of its share	As the Company has not yet commenced operation, no Net Asset Value figures are currently available. When published, the latest published NAV will be available at www.atratoroof.com .
The Company's prime broker	Not applicable.

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<p>How and when the information required to be disclosed under FUND 3.2.5 and 3.2.6 (so far as relevant) will be disclosed</p>	<p>The AIFM is required to make certain periodic disclosures to investors under the UK AIFM Laws. Under Article 23(4) of the EU AIFM Directive and FUND 3.2.5R, the AIFM must disclose to investors periodically:</p> <ul style="list-style-type: none"> • the percentage of the Company's assets that are subject to special arrangements arising from their illiquid nature; • any new arrangements for managing the liquidity of the Company; and • the current risk profile of the Company and the risk management systems employed by the AIFM to manage those risks. <p>The information shall be disclosed as part of the Company's periodic reporting to investors, as required by the Articles of Association or the Prospectus and at a minimum at the same time as the Company's annual report is made available.</p> <p>Under Article 23(5) of the EU AIFM Directive and FUND 3.2.6 R, the AIFM must disclose on a regular basis any changes to:</p> <ul style="list-style-type: none"> • the maximum level of leverage that the AIFM may employ on behalf of the Company; • any right of reuse of collateral or any guarantee granted under the leveraging arrangement; and • the total amount of leverage employed by the Company. <p>Information on changes to the maximum level of leverage and any right of re-use of collateral or any guarantee under the leveraging arrangements shall be provided without undue delay.</p> <p>Information on the total amount of leverage employed by the Company shall be disclosed as part of the Company's periodic reporting to investors, as required by the Articles of Association or the Prospectus and at least at the same time as the Company's annual report is made available.</p> <p>Without limitation to the generality of the foregoing, any information required under Article 23(4) of the EU AIFM Directive and FUND 3.2.5 R and, Article 23(5) of the EU AIFM Directive and FUND 3.2.6 R, may be disclosed (a) in the Company's annual report or half-yearly report; (b) a subsequent prospectus; and/or (c) by the Company publishing the relevant information on the Company's website.</p>