

Loan Agreement

This Loan Agreement ("Agreement") is made on this [date] day of [month], 2024

BETWEEN

1. **Ecap Ltd**, a company incorporated and registered in England and Wales with company number [Company Number] and having its registered office at [Registered Address] ("Lender");

AND

2. **Trafalgar PLC**, a company incorporated and registered in England and Wales with company number [Company Number] and having its registered office at [Registered Address] ("Borrower").

WHEREAS:

- A. The Lender agrees to lend the Borrower the sum of £250,000 (the "Loan") to cover the costs of a transaction described as a Reverse Takeover (the "Transaction").
- B. The Loan is provided to cover costs should the Transaction not occur, termed as Abort Cost.
- C. The Borrower agrees to use the Loan solely for the purpose of the Transaction and not for any other purpose.

NOW IT IS HEREBY AGREED as follows:

1. Loan Amount and Purpose

- 1.1 The Lender agrees to lend the Borrower the sum of £250,000 (Two Hundred Fifty Thousand Pounds Sterling).
- 1.2 The Borrower shall use the Loan exclusively for the costs associated with the Transaction.
- 1.3 The Loan shall not be used for any purpose other than as specified in clause 1.2.
- 1.4 In the event of the Proposed Transaction not completing, any funds remaining following the payment of all accrued Abort Fees (up to the maximum amount of £250,000) shall be returned to the Lender.

2. Conditions of Loan

- 2.1 The Loan will not attract any interest.
- 2.2 The Loan shall be disbursed to the Borrower's designated bank account upon execution of this Agreement.

2.3 Upon receipt of the Loan, the Borrower will make an announcement to the stock exchange regarding the receipt of funds and their intended use for the Transaction.

3. Repayment

3.1 The Loan will be repayable in full if the Transaction does not occur and the Abort Cost is not incurred.

4. Representations and Warranties

4.1 Each party represents and warrants that it has the authority to enter into this Agreement and to perform its obligations hereunder.

4.2 The Borrower represents and warrants that the Loan will be used solely for the purposes specified in this Agreement.

5. Governing Law and Jurisdiction

5.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

5.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

6. Entire Agreement

6.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

7. Amendments

7.1 No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

8. Severability

8.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement on the day and year first above written.

Signed by for and on behalf of **Ecap Ltd:**

Name:

Title:

Date:

Signed by for and on behalf of **Trafalgar PLC:**

Name:

Title:

Date:

This simple loan agreement outlines the terms and conditions of the loan between Ecap Ltd and Trafalgar PLC, ensuring both parties are clear on their obligations and the purpose of the loan.