

## GENERAL CONDITIONS OF SERVICE

Valid From 11.04.2025, Version 2

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### Application of the general conditions of service:

These General Conditions of Service ("Conditions") apply to all service engagements concluded by BWT Trading Ltd. ("Capwynn"), a UK private limited company, and its client ("Client"). These Conditions, along with an accepted offer or signed agreement that references them, jointly constitute the Agreement between Capwynn and the Client.

### Subject matter of the agreement:

Capwynn provides consulting and advisory services to businesses in the areas of funding strategy, credit improvement, and lender positioning. Capwynn **does not act as a lender or broker** and **does not guarantee** that the Client will secure funding as a result of the services.

Capwynn will assess the Client's business and personal financial information, identify weaknesses and opportunities, and provide step-by-step recommendations to improve funding outcomes. If explicitly agreed, Capwynn may assist with lender applications and introductions.

### Order procedure and engagement:

The Client may request a consultation or service proposal via Capwynn's website, intake forms, or direct contact. Upon review, Capwynn shall issue a proposal outlining the scope of services, pricing, and timeline.

An Agreement is concluded when the Client accepts the proposal and pays the consulting fee. Services commence after payment confirmation unless otherwise agreed.

### Fees and payment terms:

4.1. Capwynn charges a **non-refundable upfront consulting fee**. This fee covers analysis, AI-driven risk and fundability scoring, adverse media screening, and strategic guidance.

4.2. Capwynn reserves the right to charge a **success fee**, calculated as a percentage of funding secured by the Client following Capwynn's advice. The applicable rate and collection terms shall be defined in the Agreement or proposal.

4.3. Payment terms for success fees and additional services are specified in the invoice and are due upon receipt unless otherwise indicated.

### Client responsibilities:

5.1. The Client shall provide accurate, complete, and timely information necessary for Capwynn to perform its services. Inaccurate or withheld data may impact the results and is the responsibility of the Client.

5.2. The Client agrees to inform Capwynn of any funding offers or approvals received during the engagement.

5.3. The Client understands that Capwynn provides advisory services only and holds no liability for decisions made by third-party financial institutions.

### Use of third parties:

Capwynn may collaborate with subcontractors, technology platforms, and regulated third-party partners (such as lenders or

brokers). Capwynn will only share Client data with these parties with the Client's explicit consent and for the purpose of delivering agreed services.

### Termination:

Either party may terminate the Agreement by providing written notice. In the event of termination:

- Capwynn retains all consulting fees already paid
- Any partially completed work will be invoiced proportionally
- Any outstanding success fees remain payable if funding was obtained as a result of the engagement

### No guarantee of outcome:

Capwynn does not guarantee:

- That funding will be approved
- That funding will be secured within a specific timeframe
- That specific lenders will extend offers

Capwynn provides its services on a best-effort and advisory basis only.

### Liability:

Capwynn's liability is limited to the amount paid by the Client for the relevant services. Capwynn shall not be liable for indirect, consequential, or reputational losses or lost business opportunities.

### Applicable law:

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes shall be resolved through good-faith negotiation or, failing that, the competent courts of England and Wales.

### Data protection:

Personal data is processed in accordance with Capwynn's Privacy Policy, available at <https://capwynn.co.uk>. The Client retains rights under the UK GDPR.

### Capwynn

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