

TERM SHEET

Date: 29.12.2022

Premier SCC Limited
(the “SCC” or the “Issuer”)
in respect of
TEK AUTOMOTIVE CELL
(the “Cell”)

This Term Sheet reflects the current expectations of the Issuer in relation to a potential offer and issue of securities, the terms and conditions for which are set out in this Term Sheet (the “Notes”). This Term Sheet does not constitute an offer to sell or a solicitation of an offer to buy the Notes, whether to the public or otherwise. Any offer and subscription of the Notes may take place only on the basis of and pursuant to a private placement memorandum for the Notes to be prepared by the Issuer (the “PPM”). Investors should not take any decision to invest in the notes before reading and carefully understanding all of the information contained in the full PPM. The terms and conditions of the Notes as set out herein could potentially be modified and the final terms and conditions of the Notes shall be contained in the PPM.

The Malta Financial Services Authority has made no assessments or value judgments for the accuracy or completeness of statements made or opinions expressed nor approved the contents contained in this document, nor is it approved. Furthermore the Special Purpose Vehicle is not licensed or in any way authorised by the Malta Financial Services Authority.

Issuer	Premier SCC Limited , a private limited liability company registered in Malta established as a securitisation cell company pursuant to the Securitisation Cell Companies Regulations, with its registered address at Nu Bis Centre, Mosta Road, Lija LJA 9012, Malta and with Company Registration Number C82358, acting in respect of the Cell.
Securities	Asset-backed Notes
Aggregate Principal Amount of Issue	Up to CHF 10,000,000
Nominal Value per Note	CHF 10,000
ISIN Code	CH1108675732
Issue Price	100 % of Nominal Value
Minimum Subscription	CHF 100,000
Subscription Period	open for whole term

Issue Date	29 th December 2022
Maturity Date	29 th December 2025
Interest Payment Date	29 th December 2023 and each 29 th December or subsequent Business Day of each following calendar year unless the Early Termination Date of the Maturity Date.
Business Day	A day (other than a Saturday or Sunday) when commercial banks and foreign exchange markets settle payments and are open for general business in Switzerland.
Term	3 Years.
Coupon	9.50% fixed interest rate
Coupon Payment	Annual Coupons will accrue on an annual basis and will be payable on each Interest Payment Date.
Use of Proceeds	An amount equal to the aggregate nominal value of the Notes issued will be utilised by the Issuer to grant a secured loan to the Originator, pursuant to the Secured Loan Facility. The Originator will utilise the proceeds of the Secured Loan Facility to finance the internal and external growth of the organisation, including possible acquisitions of companies and/or assets in the international market. All proceeds of the issue in excess to the aggregate Nominal Value of Notes issued will be payable by the Issuer to the SCC to cover the set-up costs of the Issuer and Notes issuance.
Secured Loan Facility	<p>A Maltese law governed secured loan facility granted by the Issuer to the Originator with a fixed term of 3 years, beginning on the Issue Date (the “Loan Commencement Date”) and terminating 15 days prior to the Maturity Date (the “Loan Termination Date”).</p> <p>The Secured Loan Facility will bear an annual fixed interest rate of 9.85% on the principal loan amount (the “Fixed Interest Return”) provided that the Originator will not have any obligation to the Issuer other than the obligation to account to the Issuer for payment of the Fixed Interest Return. The Originator is therefore obliged only to make payments (in respect of the Fixed Interest Return) utilising the assets in the and amounts actually received and retained (net of tax and expenses) by or for the account of the Originator.</p>

The Fixed Interest Return will be payable annually on each anniversary of the Loan Commencement Date and on the Loan Termination Date.

The loan will be secured by means of a Maltese law security interest granted by the Originator to the Issuer it being understood and agreed that the securities on the foreign assets shall be governed by any applicable Foreign Law.

Secured Property

100% of the TEK Group S.a.g.l. shares; 100% of the TEK Automotive (Shangai) shares; 100% of the TEK System (Shangai) shares; 100% of the TEK Automotive Malaysia (Johor Bahru - Malaysia) shares.

Security

Pledge on the Secured Property.

Originator

TEK Investment Group Ltd.

Administration fee

The SCC will charge an annual Administration Fee of **0.3%** of the funds received from the subscription of the Notes (AUM). The Administration Fee will be attributable to, and payable from the assets, of the Cell.

All-in arranging and finder fee

The SCC will charge the Cell an All-in Arranging and Finder fee of **5%** of the funds received from the subscription of the Notes and paid by investors introduced by the Arranger.

Paying agent fee

The SCC will charge the Cell a paying agent fee for the creation of the Notes of **0.2%** of the nominal value of each Note.

The Paying Agent fee will be attributable to, and payable from the assets, of the Cell. The Paying fee will be calculated by the Administrator.

Form and Title

Notes will be issued in Dematerialised form under the articles 973a, 973b and 973c of the Swiss Code Obligation, as amended from time to time. The bond will be represented exclusively by book in the records of SIX Clearing System. Access to the SIX Clearing System is available through its SIX Clearing System participants whose membership extends to securities such as the Bonds. SIX Clearing System participants include certain banks, stockbrokers and Euroclear and Clearstream, Luxembourg.

The transfer of interest on the notes will be effected between the SIX Clearing System participants in

accordance with the rules and operating procedures of the SIX Clearing System. The transfer between investors will be effected in accordance with the respective rules and operating procedures of the Clearing System Participants through which they hold their Bonds.

Neither the Issuer nor the Agent will have any responsibility for the proper performance of the SIX Clearing System or the SIX Clearing System participants of their obligations under their respective rules and operating procedures.

A Bondholder must rely on the procedures of the SIX Clearing System, Euroclear and Clearstream, Luxembourg to receive payments under Bonds. The Issuer will have no responsibility or liability for the records relating to, or payments made in respect of, the Bonds within the SIX Clearing System.

Product Representation

Notes to be represented by Intermediate Securities.

Risk Factor

Regarding investments in the Notes, there are several kinds of risks, inter alia:

- the credit risk linked with the underlying.
- the counterparty risk with respect to the Issuer of notes.
- the liquidity risk: there might be no liquidity at all in the secondary market.

The liquidity of the Product as well as the liquidity of the underlying is very limited and may not exit during the lifetime of the Product. In the worst-case scenario the note holders may lose their total investment.

Limited Recourse Obligations

Notes represent unsecured obligations of the Issuer with limited recourse and the Issuer will not have any obligation to the Noteholders other than the obligation to account to the Noteholders for payment of Redemption Amounts using only payments and proceeds received and retained (net of tax and expenses) by, or for the account of, the Issuer in respect of the relevant Early Repayment Amount or the Final Repayment Amount, as applicable.

It may be the case that the amounts received by the Issuer in respect of the relevant Early Repayment Amount or the Final Repayment Amount, as applicable, are less than the aggregate Nominal Value of Notes in respect of which the relevant Redemption

Amount is to be paid. If on an Early Redemption Date the Early Redemption Amount attributable to the Notes being redeemed is less than their Nominal Value, the Issuer shall only be obliged to pay the Noteholders the Early Redemption Amount without any further obligation of the Issuer to make up for the difference. If on the Maturity Date the Final Redemption Amount attributable to the Notes being redeemed is less than their Nominal Value, the Issuer shall only be obliged to pay the Noteholders the Final Redemption Amount without any further obligation of the Issuer to make up for the difference.

Liability for the Notes

The notes are an obligation of the Issuer only and do not establish any liability or other obligation of any other person mentioned in this Private Placement Memorandum including but not limited to the Administrator, the Account Bank and/or any of the Issuer's other service providers.

Accordingly, it is possible that the Noteholders' return on their investment may be less (and possibly substantially so) than the Nominal Value of the Notes originally invested in and in such cases the Noteholders will have no further claim against the Issuer, the assets of any other cell of the SCC or against the SCC's non-cellular assets.

Early Redemption Upon Issuer's Request

The issuer may decide to redeem the Notes in full or in part subject to a Ten Business Days prior written notice given by the Issuer to the Noteholders prior to the following dates payment of the Notes (the "**Early Termination Dates**") and at the following prices:

1.7.2024 at 103%

30.12.2024 at 102%

30.6.2025 at 101%

Final Redemption Amount

In respect of each Note being redeemed on the Maturity Date, its Nominal Value thereon and any remaining funds held by the Issuer after payment of all accrued liabilities (including any costs required to be withheld in order to wind up the Issuer) as at the Maturity Date.

Redemption Amount

In respect of each Note being redeemed, the Final Redemption Amount and each Early Redemption Amount, as applicable, ***provided that*** the Issuer will not have any obligation to the Noteholders other than the obligation to account to the Noteholders for

payment of Redemption Amounts using only payments and proceeds received and retained (net of tax and expenses) by, or for the account of, the Issuer in respect of the relevant Early Repayment Amount or the Final Repayment Amount, as applicable. The Issuer is therefore obliged only to make payments (in respect of any Redemption Amount) of any Early Repayment Amount or the Final Repayment Amount (as applicable) actually received and retained (net of tax and expenses) by or for the account of the Issuer.

Redemption Payments

Payment of Redemption Amounts due to Noteholders in respect of an Early Redemption will be made within 30 days of the relevant Early Redemption Date

Ranking

The Obligations are secured by the Security Documents and are intended by the parties hereto to be senior in right of payment to all other Indebtedness of the Borrower.

Listing

The Notes will be listed on Vienna MTF Exchange in the Qualified Investor Segment.

Eligibility Criteria

The Notes will only be offered and issued to (i) 'professional clients' as defined under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directives 2002/92/EC and 2011/61/EU (recast) and (ii) persons that are not 'U.S. persons' as defined in Regulation S of the U.S. Securities Act of 1933, as amended.

Issuance of the Notes

The issuance of the Notes is subject to a minimum issuance of CHF 1,000,000 (in Nominal Value of Notes issued).

Governing Law & Jurisdiction of Notes

Malta

Liability Clause

The Issuer, the Calculation Agent and the Paying Agent are not liable to Note Holders or other third parties for any loss or liability arising from a negative performance of the Product.

Issuer Fees and Expenses

All of the Issuer's ongoing fees and expenses are expected to be settled by the SCC, with the SCC to charge the Issuer an annual platform fee covering such expenses.

Administrator of the SCC / Issuer

Fexserv Fund Services (Malta) Limited

Auditor of the SCC / Issuer

Deloitte (Malta)

Paying Agent

ISP Securities AG (Switzerland)

Common Depositary

SIX SIS AG (Switzerland)

Account Bank

HSBC (UK) Bank PLC