

FARMERLINE

<https://farmerline.co/>

OFFER DOCUMENT
Farmerline Limited
Issue 1

Mar 2024

ENERGISE
AFRICA

lendahand  |  **ethex**

IMPORTANT NOTICE

THIS DOCUMENT HAS BEEN APPROVED BY SHARE IN LTD ("SHAREIN") (FRN 603332) ON 24/04/2024 AS A FINANCIAL PROMOTION FOR THE PURPOSES OF SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (AS AMENDED). SHAREIN'S APPROVAL OF THIS DOCUMENT IS LIMITED TO THE COMMUNICATION OF IT BY LENDAHAND ETHEX LTD (FRN 776908) AS AN APPOINTED REPRESENTATIVE OF SHAREIN.

RELIANCE ON THIS PROMOTION FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITY MAY EXPOSE AN INDIVIDUAL TO A SIGNIFICANT RISK OF LOSING ALL OF THE ASSETS OR CAPITAL INVESTED.

IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE OR THE CONTENTS OF THIS DOCUMENT, YOU SHOULD CONTACT YOUR STOCKBROKER, SOLICITOR, ACCOUNTANT, BANK MANAGER OR OTHER PROFESSIONAL ADVISER AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000, WHO SPECIALISES IN ADVISING ON INVESTMENT IN SHARES AND OTHER SECURITIES.

This document does not constitute a prospectus as defined by the Prospectus Regulations 2005 (the Regulations), and has not been prepared in accordance with the requirements of the Regulations.

To the best of the knowledge and belief of the Directors of Farmerline Limited ("Farmerline" or "The Company"), who have taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

Prospective Investors should not treat the contents of this document as constituting advice relating to legal, taxation or investment matters and are advised to consult their own professional advisers authorised under the Financial Services and Markets Act 2000 concerning subscription for Shares and Investment in the Company.

This investment can be held in an Innovative Finance ISA (IFISA). An IFISA does not reduce the risk of the investment or protect you from losses, so you can still lose all your money. It only means that any potential returns will be tax free.

Securities issued by the Company are not and will not be listed or dealt in on any stock exchange in the immediate term.

ShareIn is acting for Lendahand Ethex Ltd., trading as Energise Africa, in connection with the arrangements set out in this document and is not acting for anyone else and will not be responsible to anyone other than the Company for providing the protections offered to clients of ShareIn or for providing advice in respect of the contents of this document. No liability is accepted by ShareIn, for the accuracy of any information or opinions contained in or for the omission of any material information from this document.

An Investment in the Company may not be suitable for everyone. A prospective Investor should consider carefully whether an investment in the Company is suitable for them in the light of their personal circumstances and the financial resources available to them.

Note: This document has been prepared with the assistance of the Directors, the Company, its management and third-party information. All statements of opinion and/or belief in this document and all views expressed regarding the Company, projections, forecasts and statements relating to expectations of future events are those of the Company and the Directors and no other person.

No representation or warranty is made, or assurance given that such statements, views, projections or forecasts are correct or that the Company's objectives will be achieved. The information and opinions stated are given for your assistance, are not to be relied upon as authoritative and no responsibility is accepted by ShareIn or any of its directors, partners, officers, employees or agents in respect thereof. This document does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to anyone to whom it is unlawful to make such a solicitation. Prospective Investors should inform themselves of and observe all Applicable Laws and regulations including any taxation or exchange control legislation in the countries of their citizenship, residence, domicile or such other status as may be relevant in connection with any investment.

An Investment in the Company is suitable only for Investors who are capable of evaluating the merits and risks of such Investment, who do not require immediate liquidity for their investment and who have sufficient resources to bear any loss which might result from such investment. Protection from the Financial Services Compensation Scheme (FSCS), in relation to claims against failed regulated firms, does not cover poor investment performance. Try the FSCS investment protection checker [here](#). Protection from the Financial Ombudsman Service (FOS) does not cover poor investment performance. If you have a complaint against an FCA-regulated platform, FOS may be able to consider it. Learn more about FOS protection [here](#).

Potential Investors' attention is drawn to the content of sections 4 and 5, headed "Financial Overview" and "Risk Analysis Overview" of this document, which sets out certain risk factors relating to any Investment in Securities in companies active in emerging markets and certain risks that apply to the Company in particular. All statements regarding the Company's business, financial position and prospects should be viewed in the light of these risk factors.

Please note that Energise Africa work with the issuer to update key company information in sections 1, 3 and 4 on an annual basis. The information included in these sections was last updated in 01/03/2024. Contractual measures to monitor the investment are laid out in section 5b.

Don't invest unless you're prepared to lose all the money you invest. This is a high-risk investment and you are unlikely to be protected if something goes wrong. [Take 2mins to learn more.](#)

CONTENTS

1.	INTRODUCTION	3
	a) Message from the executive management of Farmerline	4
2.	SUMMARY OF OFFER	5
3.	BUSINESS OVERVIEW	6
	a) About Farmerline Limited	6
	b) Company Impact	6
	c) Organisation Structure	7
	d) Management Team	8
4.	FINANCIAL OVERVIEW	10
5.	RISK & GOVERNANCE OVERVIEW	11
	Risk factors to take into consideration	11
	a) Project risk	11
	b) Sector risk	11
	c) Risks of investing in unlisted bonds	11
	d) Company risks	11
	e) Risks for Energise Africa	12
	f) Risks when investing in emerging markets	12
	Operational agreements between Energise Africa and the Issuer	12
	Conflicts of Interest	13
6.	TERMS AND CONDITIONS	14

1. Introduction

This Offer Document is intended to provide Investors with relevant information in order to make an informed investment decision.

Energise Africa is raising debt for single organisations, through crowdfunding. Investors who invest in these bond instruments are investing in direct investments into single organisations and these are considered [high risk investments](#) by the UK regulator, the Financial Conduct Authority (FCA). Direct investments are also able to deliver high impact as investors can have a clear line of sight into the organisations and projects which are funded by the finance being raised through this specific offer. The FCA recommend investors to invest no more than 10% of their whole savings and investment portfolio in direct high-risk investments and to spread your direct investments across projects, partners, platforms and investment products and not to allocate too much of your savings and investments in what are high risk investments.

This offer is brought to you by Lendahand Ethex Ltd trading as Energise Africa ("Energise Africa"), a joint venture between the Dutch impact investing platform Lendahand and the UK-based positive investment platform Ethex, that has been supported by UK aid, Good Energies Foundation, and Partnerships for Green Growth & the Global Goals.

Energise Africa combines the strengths of both organisations in order to meet the challenge of mobilising UK-based retail investors to lend finance to businesses creating access to clean energy and combatting climate change in emerging markets

Disclaimer

The Directors of Energise Africa hereby declare that the information contained in this Offer Document is to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. This document provides no advice on particular tax benefits that an investor may be eligible to claim in relation to an investment into the product offered. Tax incentives that may be available will vary depending on the personal circumstances of each investor. Those interested in investing should do so only after reading this document in full and taking appropriate financial and other advice.

a) Message from the executive management of Farmerline



Dear Reader,

I am writing to introduce you to Farmerline, a pioneering organization with a transformative vision for empowering smallholder farmers across Africa. Our innovative approach revolves around three core pillars: supporting female farmers, enhancing access to finance, promoting mechanization in agriculture and connecting farmers to market. Through our dedicated efforts and cutting-edge technology, we aim to catalyze sustainable agricultural development while positively impacting local communities and economies.

Empowering Female Farmers: We recognize the significant role that female farmers play in African agriculture. However, they often face numerous challenges, including limited access to resources and information. Farmerline is committed to addressing these disparities by providing tailored support and resources specifically designed to empower female farmers. By investing in Farmerline, you will be contributing to gender equality and women's economic empowerment while unlocking the immense potential of female farmers in driving agricultural productivity and rural development.

Enhancing Access to Finance: Access to finance remains a major bottleneck for smallholder farmers in Africa. Farmerline looks to revolutionizing the agricultural finance landscape by leveraging innovative financial technologies and partnerships to provide farmers with access to credit, insurance, and other financial services. By investing in Farmerline, you will be supporting the financial inclusion of millions of smallholder farmers, enabling them to invest in inputs, equipment, and technologies that will boost their productivity and resilience in the face of economic uncertainties.

Promoting Mechanization in Agriculture: Mechanization holds the key to unlocking productivity gains and efficiency improvements in African agriculture. We believe Farmerline is at the forefront of promoting mechanization by facilitating access to affordable and appropriate farm machinery, equipment, and technologies. By investing in Farmerline, you will be driving the adoption of mechanization solutions that will transform traditional farming practices, increase yields, and reduce post-harvest losses, ultimately leading to improved food security and economic prosperity in rural communities.

Harnessing Helpline Technology for Climate Smart Agriculture: Climate change poses a significant threat to agricultural productivity and food security in Africa. Farmerline's helpline technology plays a crucial role in promoting climate-smart agriculture by providing farmers with timely and localized weather information, agronomic advice, and best practices in their native languages. By investing in Farmerline, you will be supporting climate resilience efforts and helping farmers mitigate the adverse effects of climate change on their livelihoods.

Agriculture's Contribution to Ghana's GDP and Africa: Agriculture is the backbone of Ghana's economy, accounting for a significant portion of its GDP and employing the majority of its workforce. Similarly, agriculture plays a vital role in the economies of many African countries, contributing to food security, poverty reduction, and overall economic development. By investing in Farmerline, you will be contributing to the growth and sustainability of the agricultural sector in Ghana and across Africa, thereby driving broader socio-economic development and prosperity.

Farmerline presents a compelling investment opportunity to support sustainable agricultural development, empower female farmers, enhance financial inclusion, promote mechanization, and build climate resilience in Africa. We invite you to join us on this transformative journey and make a meaningful impact on the lives of millions of smallholder farmers and their communities.

Alloysius Attah, CEO

2. Summary of Offer

Issuing entity / Issuer	Farmerline Limited
Investment target	GBP 300,000
Minimum investment	GBP 50
Maximum investment	No maximum
Maturity	36 months
Expected interest rate	6.5% per annum
Interest payment frequency	Semi-annually beginning 6 months after the Issue Date
Capital repayment frequency	Semi-annually beginning 18 months after the Issue Date
Withholding tax rate	8% (Applicable to UK residents who do not invest within an IFISA)
Financial instrument	Promissory note / interest bearing bond
Seniority of debt	Pari-passu with other international lenders
Security	Unsecured
Management fee / transaction costs	There are no fees charged to investors in respect of investment in this offer
Non-recall period:	The Issuer (or borrower) is allowed to repay the loan early after 12 months against a 1.5% prepayment fee on the amount prepaid.
Risks	This is a direct investment into a company (Farmerline) and therefore it is advisable that you are careful with the amount you invest. For an overview of the associated risks, please go to section 5 of this offer document
Reporting	The Issuer is obligated to share with Lendahand Ethex LTD, trading as Energise Africa, its annual audited financial statements, quarterly update on financial metrics and annual social impact reports.
Know Your Client Investor	Know your Client ("KYC") procedure on investors to be performed by ShareIn in conjunction with its third party KYC provider.
Investor	An individual who commits money to this investment product with the expectation of financial return via the energiseafrica.com website.
Know Your Client Issuer	KYC procedure on Issuer to be performed by ShareIn & Energise Africa
Application	All investments in this offer shall be made via energiseafrica.com
Age restrictions	Investors must be 18 years or older

3. Business Overview

a) About Farmerline Limited

- Directors name(s): Alloysius Attah, Emmanuel Addai
- Location: 10 Prof Acheampong Street, Kumasi, Ghana
- Sector: Agriculture
- Founded: February, 2012

Farmerline is a Ghanaian agri-technology company that specializes in providing digital solutions to smallholder farmers and agricultural businesses. It aims to bridge the gap between technology and agriculture to improve the livelihoods of farmers in Africa.

Acknowledging significant deficiencies within the agricultural and food sector of the region, the Farmerline technology and model facilitate farmers' access to premium production inputs, adaptable input financing, and education on optimal agricultural methods, including strategies for mitigating the impacts of climate change. Furthermore, its solutions are strategically devised to expedite farmers' market access through online platforms, thereby enhancing their incomes, streamlining intermediary processes, and diminishing post-harvest losses and wastage, consequently bolstering food security.

Farmerline provides a comprehensive suite of services to smallholder farmers, including the facilitation of agricultural input sales through partnerships, leveraging bulk purchases and credit sales supported by its proprietary credit scoring model. Additionally, Farmerline offers Asset Financing for farm machinery with flexible terms and is exploring collaborations with financial institutions to expand this service. The company ensures end-to-end support for farmers in crop marketing, connecting them with buyers nationally and internationally, primarily sourcing commodities from its cooperative network. Using the innovative Mergdata platform, Farmerline offers subscription-based information services to rural farmers and licenses its software to agribusinesses to bridge the information gap between organizations and farmers.

The funds from this raise will be allocated to support smallholder farmers by providing financing for agricultural inputs such as fertilizers, seeds, and crop protection, as well as essential assets like tractors, threshers, and combine harvesters through credit arrangements.

b) Company Impact

Farmerline consistently endeavours to: (i) enhance sustainable agricultural production and increase farmers' income; (ii) provide farmers with comprehensive pre-harvest and post-harvest services; (iii) facilitate traceability for consumers through farm mapping and digitization services; and (iv) enhance farmers' knowledge through training sessions, climate-smart data provision, and call center services. The impact of these efforts resonates across several Sustainable Development Goals (SDGs), including SDG 1 (No Poverty), SDG 2 (Zero Hunger), SDG 5 (Gender Equality), SDG 8 (Decent Work and Economic Growth), SDG 12 (Responsible Consumption and Production), and SDG 13 (Climate Action).

Social impact

Farmerline helps to transform rural smallholder farmers into successful entrepreneurs by delivering data and services that improve productivity, decisions, practices, crop outputs, income, and livelihoods, leading to employment opportunities and increased income. The mission of Farmerline is to create lasting profits for farmers everywhere by providing them what they need via bundled services with the help of technology. Farmerline drives efficiencies and value creation across the value chain by directly sourcing from farmers and eliminating middlemen.

- As of 2023, Farmerline has reached over 1 million farmers digitised on its platform via third party licensing of its Mergdata software to over 130 companies in 33 countries.

- Farmerline empowers farmers through comprehensive training and information dissemination, aiming to bridge education and literacy gaps among farming communities and significantly enhance productivity while promoting food security. A survey found that 61% of farmers noted enhancements in their farming practices due to Farmerline's training, with notable improvements in sowing techniques, fertilizer utilization, and storage methods.
- Between 2019 and 2021, net profits per acre grew by an average 203% and income per acre grew by 118%.

Environmental impact

Farmerline places emphasis on climate-smart agricultural practices to support ecologically and socially resilient food systems.

- Farmerline's Mission13 aims to unite stakeholders in agriculture to reduce greenhouse gas emissions collectively. Efforts include expanding training on sustainable practices like soil and water management, composting, and exploring solar irrigation financing. Farmerline is transitioning to organic fertilizers, promoting carbon-sequestering crops, and plans to measure carbon sequestration on smallholder plots.
- With 3,000 strategic partners, Farmerline have reached 1.7 million smallholder farmers with 2 million acres of farm land across 48 countries.
- Farmerline emphasizes the crucial role of digitization in combating deforestation and revolutionizing agriculture. Mergdata, its traceability tool exemplifies a strategic approach towards sustainable development amidst the digital transformation landscape. The tool offers a comprehensive system that seamlessly integrates supply chain monitoring, geolocation services, and digital transaction capabilities. Over the past decade, Mergdata has monitored an impressive 700,000 farm plots, equivalent to a staggering 3 million acres of farmland. Its influence extends beyond agriculture; the tool has been instrumental in monitoring and curbing stage 3 emissions across 208 million acres of nationally protected areas and forests across five countries: Ghana, Ivory Coast, Nigeria, Peru, and Ecuador.

Case study



At Farmerline, inclusive agriculture isn't just about justice; it's vital for unlocking agriculture's potential. This article shares the journey of an agripreneur with a disability, showing how Farmerline's support is breaking barriers and changing lives.

Kampiireh Thomas is a resilient farmer and aggregator from Boo, Lawra Municipality, Upper West Region. Despite being visually impaired and limb-challenged since birth, Thomas never wavered in his ambition to succeed. He chose soybean farming due to its low capital requirements and good yields. Over time, he added aggregation to his business. Thomas faced challenges navigating his business until he partnered with Farmerline, which transformed his operations. In less than a year, he saw significant improvements, supplying multiple truckloads of sheanuts to Farmerline and acquiring his own shop. Thomas plans to expand his business with agricultural inputs, thanks to Farmerline's support. His

journey highlights the transformative power of inclusive agriculture in creating resilient, sustainable, and productive farming communities.

c) Organisation Structure

Farmerline has a holding company, Farmerline Group, which owns Farmerline Ltd in Ghana and is in the process of shares transfer for Farmerline Sarl in Ivory Coast. Aside the co-founders who own ~71% of the business and an ESOP of 3.76%, the remaining shares are held by institutional investors.

d) Management Team

Role	Name	Bio
CEO	Alloysius Attah	Alloysius was inspired by his own 15 years' experience on the farm, which exposed him to some of the biggest challenges small-scale farmers go through to access information and services to produce and sell more food. Alloysius leads the vision, fundraising and overall strategy of Farmerline with over 15 years' experience in business development and product design. He has received numerous awards for his work, including CBNC Africa's Young Business Leader Award in 2017. He also became a laureate of the King Baudoin African Development Prize in 2017. Education: BSc in Natural Resource Management (Kwame Nkrumah University of Science and Technology, Ghana).
COO & CTO	Emmanuel Addai	Emmanuel has over 12 years' programming experience and leads the tech team managing the development and deployment of its platform. He has extensive experience in building platforms, banking applications and management systems. Education: MSc Geodetic Engineering (Kwame Nkrumah University of Science and Technology, Ghana).
CFO	Frank Acquaye	Joined Farmerline in February 2023. He has extensive experience in finance in both multinational companies and start-ups. He previously worked in Nestle Central and West Africa Limited, Olam Limited, Eni and last served as the CFO for Jumia Ghana for over 6 years. Education: MBA from Wisconsin University, BSc Accounting.
Head of Impact	Lily Akorfa Keleorme	Lily has worked in Farmerline for over 7 years serving in different capacities from partner engagement to Impact & Learning. She leads the team supporting the development of curriculum for farmer training and workshops as well as engaging with various institutions to develop and implement the impact strategy and goals of Farmerline.
Country Manager Ghana	Worlali Senyo	Worlali has worked at Farmerline for over 10 years serving as Head of Business Development, Partnership and Corporate Services until May 2023 when he assumed the role of Country Manager of Ghana. Prior to this, he worked in various positions within an NGO (ICT4 Development). Education: MSc Information and Communication Technologies, BSc Agriculture Economics.
Head of Marketing	Michael Avle	Michael has worked in various capacities in Marketing with Vodafone Ghana, MM Consult, PEG Africa and has served as the head of Marketing for Farmerline for over 1 year, leading the team to drive revenue goals through its marketing campaigns (digital and social), branding and communication. Education: Ghana Institute of management and Public Administration, BSc Botany
Head of Input Business	Anthony Aliebe	Anthony has worked in Famerline for 4 years managing the input sourcing, distribution, sales and recovery unit. Prior to this, he worked as a freelance project supervisor for Farmerline. Education: MPhil Aquaculture and Environment, BSc Fisheries and Watershed Management.

Head of Crop Marketing	Yakanab Hassan Agbar	Yakanab joined Farmerline in July 2023. Prior to this, he worked at several companies within the agriculture value chain. He has over 9 years' experience in procurement and quality control. Education: BSc Commerce.
------------------------	----------------------	---

4. Financial Overview

This section provides key annual financial figures and ratios for Farmerline Limited and is based on audited accounts for the last three years (stated in GBP).

Past performance is not a reliable indicator of future results, and potential investors' attention is drawn to the content of section 5 – Risk & Governance Overview.

	31/12/2022	31/12/2021	31/12/2020
a. turnover	7,572,994	5,265,441	2,390,595
b. annual net profit	-1,102,590	-499,375	-26,461
c. operating income	-808,655	-552,190	11,427
d. gross margin	8.81%	12.36%	30.17%
e. operating margin	-10.68%	-10.49%	0.48%
f. net profit margin	-14.56%	-9.48%	-1.11%
g. total assets	7,133,985	2,852,031	1,874,491
h. total liabilities	4,798,855	3,096,408	1,929,493
i. non-current assets/total assets	4.22%	12.22%	9.06%
j. current assets / current liabilities	220.15%	213.87%	229.19%
k. debt to equity ratio	205.51%	-1267.06%	-3508.05%
l. return on equity	-47.22%	-	-

5. Risk & Governance overview

The investment team of Energise Africa ensures that comprehensive due diligence is carried out on each issuer prior to any agreement to raise finance on the platform. This analysis covers financial position, performance and projections, and every organisation must provide audited annual accounts. There is also a focus on operational activities, quality of the management team, clients and market fit, ownership and governance. Proposals for new investments are then assessed and approved or rejected by the Board of Energise Africa.

Risk factors to take into consideration

This section provides an overview of some of the risks associated with this investment opportunity. This is not an exhaustive list. These risks may lead to late repayments or capital loss. Investors should ensure that they have fully understood the risks and assessed their capacity to handle potential financial losses.

a) Project risk

As an agri-tech company, Farmerline faces risk of obsolescence of technology within its business sectors. It can also be impacted by adverse weather conditions that can affect the price of the agricultural inputs.

b) Sector risk

Farmerline is active in the agriculture sector and faces price risk due to the volatility in the price of agri-inputs that can adversely affect its operating margins.

c) Risks of investing in unlisted bonds

By investing in a bond, you are lending your money to a business (Farmerline Limited), with all the risks that this involves. It is also difficult to get out of the investment early. Bonds are 'fixed interest' investments. This means that the interest rate on the money you lend is set in advance. Advertised rates of return aren't guaranteed. This is not a savings account. If the borrower doesn't pay you back as agreed, you could earn less money than expected. A higher advertised rate of return means a higher risk of losing your money. If it looks too good to be true, it probably is.

Don't invest unless you are prepared to lose all the money you invest. This is a high-risk investment and you are unlikely to be protected if something goes wrong.

Don't put all your eggs in one basket. Putting all your money into a single business or type of investment for example, is risky. Spreading your money across different investments makes you less dependent on any one to do well. A good rule of thumb is not to invest more than 10% of your money in [high-risk investments](#).

d) Company risks

If the business you are investing in fails, there is a high risk that you will lose 100% of your money. Most start-up and early-stage businesses fail.

- Competitors may enter the market with superior products/services, suppliers may default or existing players increase market share

- The Company may be unable to raise sufficient future capital to sustain its operations and expansion plans; however, the company has a strong track record of attracting debt and equity in the past.
- Operational costs may rise faster than anticipated.
- Management and key staff turnover could affect the performance of the Company.
- High defaults among customers might occur, resulting in financial losses for the Company.
- Supply chains may be affected by disruptions in international trade and transport
- Climate change or related issues could (in)directly affect the Company's products, operations, customers or suppliers
- Technology risks relating to the use of IT systems could affect the viability of the Company.

e) Risks for Energise Africa

- Energise Africa must adhere to UK Financial Conduct Authority regulatory requirements to have a wind down plan in place to ensure continued operation should the platform go bankrupt. Please note that this does not guarantee the return of your capital or payment of interest.

f) Risks when investing in emerging markets

This section provides a brief overview of political, social and macroeconomic risks that that could influence this investment:

- The Company's main operations are in emerging markets, therefore investors should consider the potential for changes in the political and macro-economic climate. Elections often have an impact on the economic stability of a country and significant changes can create obstacles for foreign investors especially as new regimes might make repatriation of funds difficult/impossible.
- Political instability could have an adverse impact on the economy, the judicial system, financial markets and institutions.
- The risk of corruption could make doing legitimate business difficult.
- Natural disasters tend to occur more regularly in emerging markets and/or the effects have a more profound impact due to lacking emergency (government) responsiveness or general infrastructure.
- Emerging markets may also be more vulnerable to (civil) war or other types of social instability. This is largely related to the economic and political situation of a country.
- Local currencies in emerging markets may be more volatile than major currencies. Even though Farmerline borrows in GBP and repays in GBP, it has revenue streams in USD and or local currencies. If the local currency were to depreciate, this could affect the Company's ability to repay its hard currency loans.

Operational agreements between Energise Africa and the Issuer

Important Disclaimer: Please note that the 'monitoring' described in this section is performed by Energise Africa for the purpose of allowing the continued use of the Energise Africa Website by the Issuer to raise further investment within an agreed lending facility. This monitoring activity does not form part of the regulated activity for which ShareIn act as regulatory Principal of Energise Africa. This monitoring performed by Energise Africa, which is done after your commitment to invest in choosing to participate in this promotion, provides no additional guarantee that the bond Issuer will be able to meet its obligations to you in repaying your investment or any interest income. This information is provided to aid your understanding of the ongoing relationship between Energise Africa and the bond Issuer and must not be relied upon or influence your decision to participate in this promotion. Do not place reliance on this information when making your decision to invest.

Regular reporting and monitoring data will be made available to EA as per the terms of the agreement between the issuer and EA, which enables the issuer to utilize the EA website for further investment raises within an agreed lending facility.

The Company is required to adhere to certain covenants as stated in the agreements with Energise Africa as set out in Article 6 of the Terms & Conditions.

In certain cases, we may decide to cease the funding flow. If any of the covenants are breached, we may call an event of default¹ or in a serious situation start a workout procedure.

Conflicts of Interest

The Energise Africa Conflicts of Interest Policy can be found on the following link:

<https://www.energiseafrica.com/conflicts-policy>

Energise Africa would like to draw attention to the following points, which may give rise to a conflict of interest:

- As outlined in our Terms & Conditions the Issuer (Farmerline Limited) pays a fee to Energise Africa for hosting this investment opportunity. No fees are deducted from any sums received from investors.

¹ An event of default is a circumstance that causes a lender to demand full repayment of an outstanding debt balance sooner than it was originally due.

6. Terms and Conditions

TERMS AND CONDITIONS UK NOTES

of

FARMERLINE LIMITED, a limited liability company, incorporated under the laws of the Republic of Ghana, registered with the Office of the Registrar of Companies, under number CS558232015, with its statutory seat in Kumasi, Republic of Ghana and its registered office address at 10 Prof Sir Acheampong Street, Ahinsan, Kumasi, Republic of Ghana (the **Issuer**).

Article 1 DEFINITIONS

In these Terms and Conditions the following definitions shall have the meaning referred to below.

AFM	the Dutch Authority for the Financial Markets (<i>Stichting Autoriteit Financiële Markten</i>);
Annex	an annex to these Terms and Conditions;
Amortization Schedule	shall mean the Amortization Schedule as per Annex I to these Terms and Conditions;
Business Day	any day on which banks are open for business in each of the United Kingdom, the Netherlands and the place of business of the Issuer;
Credit Portfolio	means the aggregate principal amount of all loans, bonds, promissory notes, debentures, loan stock, capital leases, letters of credit, reimbursement agreements and other credit facilities of any nature whatsoever provided by the Issuer gross of any loan loss provisions and loan loss impairment charges;
Energise Africa	Lendahand Ethex Ltd. , a company incorporated under the laws of the United Kingdom, registered with the UK Companies House under number 10529133, with its registered office at Oxford and presently holding its offices at The Old Music Hall, 106-108 Cowley Road, Oxford, OX4 1JE, United Kingdom. Lendahand Ethex is a 50/50 joint venture of Ethex and Lendahand that owns and operates the Lendahand Ethex Website under the campaign Energise Africa (www.energiseafrica.com);
Environmental Law	means any applicable law or regulation which relates to: <ul style="list-style-type: none"> (a) the pollution or protection of the Environment; (b) the conditions of the workplace; or (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any

other, is capable of causing harm to the Environment, including, without limitation, any waste.

Ethex	Ethex Investment Club Ltd., a not for profit company incorporated under the laws of the United Kingdom, registered with the UK Companies House under number 07432030, with its registered office at Oxford and presently holding its offices at The Old Music Hall, 106-108 Cowley Road, Oxford, OX4 1JE, United Kingdom;
Event of Default	each of the events stated in Article 7;
FCA	the Financial Conduct Authority of the United Kingdom;
Finance Documents	these Terms and Conditions, the Website Access Agreement and any other document designated as a Finance Document by the Issuer and Energise Africa;
FSA	The Dutch Financial Supervision Act (<i>Wet op het financieel toezicht</i>)
Fully Funded Notice	Notice given by the Issuer to Energise Africa that it accepts the funding offered via the Website for the Eligible project(s) of the Issuer and in exchange will issue the Notes in accordance with the Website Access Agreement upon issuance of the signed Fully Funded Notice;
GBP	pound sterling, the official currency of the United Kingdom;
Giro Act	The Dutch Securities Giro Act (<i>Wet op het giraal effectenverkeer</i>);
Interest Payment Date	shall have the meaning set forth in Article 3.2;
Issuance	shall have the meaning set forth in Article 2.1;
Interest Date	shall have the meaning set forth in Article 3.1;
Issuer's Group	shall collectively refer to any affiliates, subsidiaries and parent company/holding company, if any, of the Issuer;
Investors	the purchaser(s) of any Notes issued pursuant to this Agreement;
Lendahand	Hands-on B.V. , a private limited liability company incorporated under the laws of the Netherlands, registered with the Dutch Chamber of Commerce under number 55711766 with its registered office at Amsterdam and presently holding its offices at Eendrachtsplein 3 – unit 2A, 3015LA Rotterdam, the Netherlands;

Material Adverse Effect	means the effect or consequence of an event, circumstance, occurrence or condition (including the outbreak of, or current, hostilities, natural disasters, or pandemics, in each case, occurring in or affecting the Republic of Ghana) which has caused, as of any date of determination, or could cause, a material adverse effect - as reasonably determined by Energise Africa - on: <ul style="list-style-type: none"> a. the business, operations, property, condition (financial, reputational, environmental, social or otherwise) or prospects of the Issuer; and/or b. the ability of the Issuer to perform its obligations under this Agreement; and/or c. the political, economic or financial condition of the Republic of Ghana or the condition of the international financial markets or the financial market within the Republic of Ghana; and/or d. the reputation of the Lender as a consequence of Energise Africa making available the Loan to the Issuer, or generally as a consequence of Energise Africa's involvement with the Issuer;
Notes	the notes that the Issuer has offered and issued through the Website in accordance with these Terms and Conditions;
Outstanding Amount	the principal amount outstanding under the Notes, which at the Interest Date is GBP 50 per Note and which principal amount may decrease over time based on payments and early repayments in accordance with Article 4;
Prepayment Amount	means amounts prepaid early on the Principal Amount of the Notes, as a result reducing the Principal Amount accordingly, in accordance with Article 4.2;
Prepayment Date	shall have the meaning set forth in Article 4.2;
Principal Amount	means GBP 50 per Note as at the Interest Date, which amount may decrease if and when the Issuer makes any Repayments on the Notes;
Project	the project as set out on the Website and approved by Energise Africa;
Purpose	funding its working capital
Repayment	shall have the meaning set forth in Article 4;
Repayment Date	shall mean the applicable principal payment date as stipulated in Annex I of these Terms and Conditions;
Security	shall have the meaning set forth in Article 10.1;

ShareIn's Bank Account	Account Name: ShareIn Ltd IBAN: GB67BUKB20339690391212 Sort Code: 203396 Account Number: 90391212 BIC: BUKBGB22 Bank: BARCLAYS BANK PLC Unique payment reference: [provided on Interest Date]
Terms and Conditions	the terms and conditions of the Notes as set forth herein;
Voluntary Prepayment	shall have the meaning set forth in Article 4.2;
Website	the internet website operated by Energise Africa that allows investors to select and fund Projects by investing in the Notes (www.energiseafrica.com);
Website Access Agreement	the agreement concluded between the Issuer and Energise Africa that allows the Issuer access to the Website so that the Issuer can offer and issue Notes to Investors via the Website.

- 1.1 In these Terms and Conditions, unless the context dictates otherwise, references to the singular shall include references to the plural and vice versa and references to any pronoun shall include the corresponding masculine, female or neuter.
- 1.2 A reference to these Terms and Conditions or any other document is a reference to that document as amended, novated, supplemented, restated or replaced from time to time in accordance with its terms.
- 1.3 A reference to any legislation includes any modification or re-enactment of such legislation from time to time.

Article 2 NOTE ISSUE

- 2.1 The Issuer seeks to obtain the relevant funding for the Project, by issuing the Notes pursuant to these Terms and Conditions (the "**Issuance**"), the terms of which are attached hereto in **Annex I**.
- 2.2 Energise Africa is an appointed representative of ShareIn Limited (Authorised and Regulated by the FCA, FRN:603332). It may market financial promotions and execute orders. Energise Africa will place the Project on the Website, ultimately allowing Investors to invest in the Notes.
- 2.3 The Issuer issues the Notes in accordance with these Terms and Conditions. The Investors are assumed to have taken note of and are bound by these Terms and Conditions.
- 2.4 The total amount of the offer and issue of the Notes is as stated in **Annex I**.

- 2.5 Each Note has a denomination of GBP 50.
- 2.6 The Issuer may, at its sole discretion redeem (part of) the Notes earlier by early repayment(s) in accordance with Article 4.
- 2.7 The Notes will be solely offered in the United Kingdom, or in another country of the European Economic Area (**EEA**) if the offer is made in accordance with the laws of such other EEA country and if Energise Africa is authorised to execute orders from potential Investors in such EEA country. The Notes cannot and will not be offered in any country outside of the EEA and may not be sold or resold to Investors who are resident or citizens of other countries, such as the United States of America as set forth in **Annex II**.
- 2.8 The Notes will be held in accordance with the Giro Act where Lendahand acts as intermediary (*intermediar*) under the Giro Act. Lendahand is the holder of the collective depot (*verzameldepot*) of the Notes and the Issuer will treat Lendahand as the recordholder of the Notes.
- 2.9 In case of a sale of Notes from one Investor to another Investor, taking into account restrictions on sales, if any, the Notes will be delivered in accordance with the Giro Act and in accordance with the terms and conditions of the Website for Investors.
- 2.10 Notes do not give right to ownership, voting rights or meeting rights in the Issuer.
- 2.11 The terms and conditions of the Website for Investors contain provisions on the Notes. In case of a discrepancy between such terms and conditions and these Terms and Conditions, these Terms and Conditions will prevail insofar it concerns the Issuer and/or the Notes.

Article 3 INTEREST

- 3.1 The Notes are issued by the Issuer and bear interest at the interest rate as stated in **Annex I** as from the first day of the month following the Project becoming fully funded on the Website and such date is specified in **Annex I** hereof (the "**Interest Date**") until and including the Maturity Date, or such earlier date on which the Principal Amount has been repaid in full.
- 3.2 For the avoidance of doubt, each Note shall bear interest as of the Interest Date and be payable in accordance with the Amortization Schedule in **Annex I** ("**Interest Payment Date**").
- 3.4 Interest shall be calculated on the basis of 30 (thirty) days in a month and 360 (three hundred and sixty) days in a year. Interest is calculated on the basis of the Outstanding Amount of the Notes in such year, the first year starting as of the Interest Date.

Article 4 REPAYMENT OF THE NOTES AND PAYMENTS ON THE NOTES

- 4.1 The Notes shall be repaid by the Issuer in accordance with the Amortization Schedule attached hereto ("**Repayment**") in **Annex I**.

- 4.2 The Issuer may prepay the Principal Amount, in full or in part (the "**Prepayment Amount**"), on an Interest Payment Date (the relevant Interest Payment Date hereinafter being referred to in this paragraph as the "**Prepayment Date**") (the "**Voluntary Prepayment**"). In addition to the Prepayment Amount, the Issuer shall pay to the Investors on the Prepayment Date an amount equal to the sum of: (a) interest accrued on the Prepayment Amount up to the Prepayment Date, and (b) a prepayment fee of 1.5 % (one point five percent) of the Prepayment Amount. The Issuer shall also pay any other fees incurred and payable to Energise Africa as a result of the Voluntary Prepayment or otherwise, in each case under the Website Access Agreement and on the Prepayment Date.
- 4.3 All payments made by the Issuer under the Notes shall be calculated and made in GBP only and shall be deposited into ShareIn Bank Account, as provided under the terms and conditions of Energise Africa.
- 4.4 The Issuer shall, under no circumstances, have the right to suspend any principal repayment, the right to set-off or any similar right to withhold any principal payment.
- 4.5 Payments made by the Issuer shall, to the extent that they are insufficient to discharge all the amounts then due and payable by the Issuer under the Finance Documents, be applied by Energise Africa in or towards any amounts owing by the Issuer under this Agreement as Energise Africa may determine at its sole discretion.

Article 5 TAXES (FOR IF YOU HAVE INVESTED UNDER AN IF ISA WRAPPER)

- 5.1 All taxes charged in relation to any payments made under the Notes will be paid by the Issuer.
- 5.2 If any tax or amounts in respect of tax must be deducted, or any other deductions must be made, from any amounts payable or paid by the Issuer under this Agreement, the Issuer shall pay such additional amounts (*make whole*) as may be necessary to ensure that the Investors receive a net amount equal to the full amount which they would have received had payment not been made subject to tax.
- 5.3 All taxes required by law to be deducted or withheld by the Issuer from any amounts paid or payable under the Notes shall be paid by the Issuer when due. Details of the gross amount of the payment, any tax deducted and the actual amount paid will be included on an annual tax statement made available to Investors.
- 5.4 All costs and expenses of the Investors to be made by the Investors in order to collect payment of any amount due under the Notes, irrespective as to whether these costs are judicial or extrajudicial, shall be paid and borne by the Issuer.

Article 5 TAXES (FOR IF YOU HAVE NOT INVESTED UNDER AN IF ISA WRAPPER)

- 5.1 All taxes charged in relation to any payments made under the Notes will be paid by the Issuer.
- 5.2 All taxes required by law to be deducted or withheld by the Issuer from any amounts paid or payable under the Notes shall be paid by the Issuer when due. Details of the gross amount

of the payment, any tax deducted and the actual amount paid will be included on an annual tax statement made available to Investors.

- 5.3 All costs and expenses of the Investors to be made by the Investors in order to collect payment of any amount due under the Notes, irrespective as to whether these costs are judicial or extrajudicial, shall be paid and borne by the Issuer.

Article 6 COVENANTS

- 6.1 The Issuer shall at all times preserve and maintain in full force and effect its legal existence, its good standing, all licences, permits or the like required to do business under the laws of the jurisdiction in which it is incorporated and operates.
- 6.2 The Issuer shall obtain all consents and approvals required under any applicable law to enable the Issuer lawfully to enter into and perform its obligations under the Notes and the Finance Documents.
- 6.3 The Issuer shall comply with all laws applicable to it or its property including, without limitation, all laws relating to the environment, health and safety, labour and employment. The Issuer shall duly pay and discharge all liabilities, including taxes, assessments and governmental charges to which it or its property is subject to.
- 6.4 The Issuer shall maintain appropriate books, records and accounts in which full, true and correct entries are made of all of its transactions. The Issuer shall, upon receipt of a 15 (fifteen)-day notice from Energise Africa, permit Energise Africa and/or accountants or other professional advisers and contractors of Energise Africa free access at all reasonable times and on reasonable notice to the Issuer to (i) check the management of the funds made available through this Agreement; (ii) inspect and take copies and extracts from the books, accounts and records of the Issuer; (iii) visit and inspect the premises of the Issuer; (iv) meet and discuss matters with senior management employees of the Issuer; and (v) meet and discuss matters with the Issuer's auditor. Energise Africa shall discuss the conclusions of the above actions with the Issuer before they are included in a report.
- 6.5 The Issuer shall maintain and preserve all property and equipment necessary for the proper conducting of its business in good working order and condition, ordinary wear and tear excepted.
- 6.6 The Issuer shall maintain all necessary insurance in relation to the conducting of its business which will include amongst others public liability insurance and workers' compensations with a reputable and financially sound insurer.
- 6.7 The Issuer has ownership and management structures, which follow the principles of good corporate governance and has developed or is committed to develop and comply with anti-money laundering and anti-terrorism financing standards.
- 6.8 In case of a sale or transfer to any third party of 10% (ten percent) or more, of the Issuer's shares, or any other member of the Issuer's Group, in a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary, the Issuer shall seek the prior written consent of Energise Africa.

- 6.9 The Issuer shall procure that no substantial change is made to the general nature of its business from that carried on at the date of the origination of the Notes.
- 6.10 The Issuer will not transfer any funds raised through the Website or assets purchased with such funds to any member of the Issuer's Group, without the prior written consent of Energise Africa, which consent will not be unreasonably withheld.
- 6.11 The Issuer shall not undertake or permit any merger, demerger, amalgamation, joint venture, partnership, co-operation or corporate restructuring, without the prior written consent of Energise Africa, which consent will not be unreasonably withheld.
- 6.12 .Without the prior written consent of Energise Africa, the Issuer shall not acquire any company, business or undertaking if the amount of the acquisition cost, when aggregated with the aggregate acquisition cost of any other companies, business or undertaking acquired by the Issuer during that financial year exceeds 10% (ten percent) of Total Capital.
- With respects to acquisition of assets, prior notification to Energise Africa shall be given, if the amount of the acquisition cost, acquired by the Issuer during that financial year exceeds 10% (TEN PERCENT) of Total Capital.
- 6.13 The Issuer, nor any other member of the Issuer's Group shall not pay or discharge (including, without limitation, by way of set-off or combination of accounts), or grant any guarantee, indemnity, bond, letter of credit or similar assurance against financial loss in support of, any indebtedness owed by it or any other member of the Issuer's Group unless the prior written consent of Energise Africa has been obtained.
- 6.14 .No part of the proceeds from the loan will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage.
- 6.15 The Issuer shall not use any funds raised through the Website to service the debt of another lender.
- 6.16 The Issuer undertakes that it will not create or permit to subsist any security (or preferential arrangement having a similar effect) including but not limited to sale-and-leaseback, receivables or assets except with the prior written consent of Energise Africa, save for any lien which arises by the operation of law in the ordinary course of business or any security that has been expressly approved in writing by Energise Africa. Should any security be created or subsisted for the benefit of creditors whose claims have a ranking which should not be higher than the ranking of the claims of Energise Africa under this Agreement, the Issuer shall promptly inform Energise Africa and shall provide Energise Africa on first demand with equal security.
- 6.17 The Issuer shall not sell, transfer or otherwise dispose of (substantially) all of its business and assets (including its **Credit Portfolio**) if the amount receivable (when aggregated with the amount receivable for any other disposal by the Issuer) during that financial year exceeds 10% (ten percent) of Total Capital, without the prior written consent of Energise Africa.
- 6.18 Neither the Issuer nor any other member of the Issuer's Group i) is on any sanction list, including but not limed to that of the United Nations sanction list ii) is in breach of any anti-

money laundering laws, iii) engages in any dealings or transactions with any such person or iv) use the proceeds of the loan to finance any activities on any exclusion list.

6.19 Neither the Issuer nor any other member of the Issuer's Group shall enter into business directly or indirectly with any person, group or entity listed on any sanctions lists.

6.20 All costs related to the obligations of the Issuer under this Article shall be borne by the Issuer.

Article 7 EVENTS OF DEFAULT

7.1 Each of the events as described hereunder constitutes an Event of Default on the part of the Issuer:

- (i) Use of raised funds for any other purpose than the Purpose;
- (ii) The failure to pay any sum due under this Agreement or any other Finance Document, at the time, in the currency and in the manner required;
- (iii) A representation or warranty hereunder or repeated by the Issuer in or pursuant to this Agreement or any other Finance Document and the Notes is breached, incorrect or misleading in any material respect when made or repeated;
- (iv) The failure by the Issuer to duly perform any other obligation under or resulting from this Agreement or any other Finance Document, which non-performance, if capable of remedy, is not remedied within 20 (twenty) days after receipt of a notice from Energise Africa;
- (v) An attachment, expropriation, sequestration, distress or execution affects any assets of the Issuer;
- (vi) The Issuer or any other member of the Issuer's Group under its relevant jurisdiction is declared bankrupt or is granted a moratorium or a request for bankruptcy or moratorium is filed;
- (vii) The Issuer is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- (viii) The value of the assets of the Issuer is less than its liabilities (taking into account contingent and prospective liabilities).
- (ix) The Issuer is in default under any existing or future agreement with any existing or future creditor;

- (x) The Issuer or any other member of the Issuer's Group is dissolved, a resolution for its dissolution is passed or a request for its dissolution is filed and/or there is an embargo on the Issuer's assets;
- (xi) The material authorizations, approvals, licenses and consents, required or desirable to enter into or perform any obligation under this Agreement or required to carry on the business of the Issuer or any other member of the Issuer's Group, has not been obtained and/or is no longer valid or effective;
- (xii) Any material debt of the Issuer in an amount exceeding USD 150,000 (one hundred fifty-thousand United States Dollars) is not paid when due or any material debt of the Issuer in an amount exceeding USD 150,000 (one hundred fifty-thousand United States Dollars) is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an Event of Default (similar as described hereunder);
- (xiii) Any event or circumstance occurs that, in the opinion of Energise Africa, indicates culpable mismanagement, fraud and/or corruption of the Issuer or any other member of the Issuer's Group;
- (xiv) If the Issuer, or any other member of the Issuer's Group, sells 10% (ten percent) or more of its shares to any third party without the prior written consent of Energise Africa, which consent will not be unreasonably delayed or withheld;
- (xv) If the Issuer does not provide adequate information in respect of a request made by an Investor, via Energise Africa, within 15 (fifteen) days of such request;
- (xvi) A Change of Control in the Issuer has occurred, without the prior written consent of Energise Africa, which consent shall not be unreasonably delayed;
- (xvii) Any Know Your Customer review of the transactions envisaged under item above has been rejected by Energise Africa;
- (xviii) Any event or circumstance occurs that, in the reasonable opinion of Energise Africa, indicates culpable mismanagement, fraud and/or corruption of the Issuer or any other member of the Issuer's Group;
- (xix) Any event or circumstance occurs that, in the opinion of Energise Africa, might have, a Material Adverse Effect on the Issuer's ability to perform any of its payment obligations under this Agreement or any of the other Finance Documents.
- (xx) A deterioration occurs in the political or economic situation generally in the Republic of Ghana, or an act of war or hostilities, invasion, armed conflict, coup d'etat or act of foreign enemy, revolution, insurrection, insurgency, civil war or threat thereof occurs in or involving the Republic of Ghana.
- (xxi) Any litigation, arbitration, administrative, governmental, regulatory or other investigation, proceeding or dispute is commenced or threatened in relation to this

Agreement or the transactions contemplated thereby or otherwise against the Issuer or its assets (or against the directors of the Issuer), which (in each case) is reasonably likely to be adversely determined and, if adversely determined, will have or is reasonably likely to have a Material Adverse Effect.

- (xxii) Any corporate action, legal proceedings or other procedure or step is taken in relation to (i) a composition, compromise, assignment or arrangement with any creditor of the Issuer; (ii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Issuer or any of its assets; or (iii) enforcement of any security over any assets of the Issuer.

- 7.2 The Issuer shall, without any delay, notify Energise Africa, in writing if an Event of Default has occurred or is likely to occur.
- 7.3 An additional interest for the investors of 2% (two percent) per annum over and above the Interest Rate shall be charged on the outstanding balance under all Notes, plus any accrued but unpaid interest thereon, following the occurrence of an Event of Default until remedied (**Penalty Interest**).
- 7.4 If an Event of Default has occurred or is likely to occur, the Investors mandate Energise Africa to perform any such acts and/or conclude agreements as may be necessary to assist the Issuer avoid and/or mitigate an Event of Default. Without detracting from the generality of the abovementioned provision Energise Africa may elect to, amongst others:
- i) consent to write-offs (in whole or in part)
 - ii) waive or amend Covenants,
 - iii) consent to stand stills or payment holidays
 - iv) consent and enter into a new repayment plan,
 - v) waive or amend Interest, including Penalty Interest
 - vi) vary maturity dates and/or
 - vii) take Security or waive Security.

Energise Africa shall exercise this mandate in its sole and absolute discretion and shall thus not be required to give notice to or obtain prior approval from all or any of the Investors. Energise Africa shall, however, ensure that the Investors receive communication in respect of any such actions taken by Energise Africa on the Investors' behalf

The Investors have expressly and with full knowledge of the implications, conferred the abovementioned mandate on Energise Africa. The Investors agree and confirm that they shall accept all such actions or omissions taken by Energise Africa without demur and that same shall be binding on the Investors, where exercised in good faith. Energise Africa shall not be liable for any loss and/or damages sustained by the Investors and/or the Issuer in respect of any such actions or omissions save, where Investors are able to establish bad faith, fraud or gross negligence on the part of Energise Africa.

- 7.5 If an Event of Default has occurred, and under the same mandate, Energise Africa shall also be entitled to: (a) call up all or any part of the Notes still outstanding, together with accrued interest and all other amounts owing under the Notes, which will then immediately be due and payable without any notice of default or court intervention being required, (b) cancel the Issuer's rights to issue any further Notes; (c) declare that all or any part of the Notes still outstanding, together with accrued interest and all other amounts owing under the Notes, are payable on demand, whereupon they shall immediately be payable on demand by Energise Africa; (d) enforce any security and/or guarantees provided by the Issuer or any other party in connection with the Notes; and/or (e) exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.
- 7.6 All costs and expenses incurred by Energise Africa, acting for an on behalf of the Investors, in order to collect payment of any amount due under this Agreement, irrespective as to whether these costs are judicial or extrajudicial, shall be paid and borne by the Issuer.

Article 8 REPRESENTATIONS AND WARRANTIES

- 8.1 The Issuer makes the following representations and warranties to the Investors:
- a. The Issuer is a company, duly organized, validly existing and in good standing under the laws of its jurisdiction.
 - b. The Issuer has the power to own its assets and carry on its business substantially as it is being conducted.
 - c. The Notes and the Finance Documents will constitute legal, valid and binding obligations against it in accordance with their terms and will not violate any contract of the Issuer entered into prior to the issue date of the Notes or the relevant Finance Documents.
 - d. The entry into and performance by the Issuer of, and the transactions contemplated by, this Agreement do not and will not conflict with (i) any law or regulation applicable to the Issuer; (ii) the Issuer's constitutional documents; or (iii) any agreement or instrument binding upon the Issuer or any of its assets.
 - e. The Issuer is authorized and licensed and has the capacity to fulfil its obligations under the Notes, to offer and issue the Notes and to enter into the Finance Documents;
 - f. The Issuer shall use the loan proceeds exclusively for the Purpose.
 - g. No Event of Default is outstanding or likely to result from the Notes, entry into the Finance Documents or any other agreement or instrument which is binding on the Issuer or to which its assets are subject which might have a Material Adverse Effect.
 - h. There are no intercreditor arrangements between the Issuer's lenders/creditors, other than the ones that the Energise Africa is a party to itself, and the Issuer shall procure that none will exist without Energise Africa participating for itself and on behalf of the Investors.
 - i. The Issuer shall not effect any repayment of intercompany loans or agreements without the prior written consent of Energise Africa.

- j. The Issuer may change its auditors but shall provide written notification of such change in auditors, together with the name and contact details of the new auditors, to Energise Africa.
- k. The Issuer's obligations towards the Investors under the Notes and the Finance Documents shall rank senior to any company director loan, shareholder loan, intercompany loan, junior debt and subordinated creditors, and unless secured, at least pari passu with the existing or future claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.
- l. No claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law has been commenced or (to the best of its knowledge and belief (having made due and careful enquiry) is threatened against the Issuer where that claim has or is reasonably likely, if determined against the Issuer, to have a Material Adverse Effect.
- m. No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have been started or threatened against the Issuer. In any proceedings taken in its jurisdiction of incorporation in relation to the Notes, the Issuer will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.
- n. In any proceedings taken in the Issuer's jurisdiction of incorporation in relation to this Agreement, the Issuer will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.

8.2 The representations set out in this Article 8 shall be deemed to be given and repeated:

(a) by the Issuer on the Interest Date;

(b) on each Interest Payment Date;

by reference to the facts and circumstances then existing.

Article 9 PRESCRIPTION

Claims against the Issuer for payment of principal and interest in respect of the Notes will be prescribed and become void unless made within a period of 5 (five) years after the date on which such payment first becomes due.

Article 10 SECURITY

10.1 The Note shall be unsecured.

Article 11 MISCELLANEOUS

11.1 Evidence

Subject to evidence to the contrary or manifest error, the records of Lendahand (Hands-on B.V.) in respect of the Notes as holder of the collective depot (*verzameldepot*) will constitute

conclusive evidence of the existence and amounts of any of the obligations of the Issuer under the Notes.

11.2. Notifications

11.2.1 All notices and other communications relating to the Notes shall be sent to the following addresses:

a) For Investors:

Lendahand Ethex Ltd.
The Old Music Hall
106-108 Cowley Road
OX4 1JE
Oxford
United Kingdom

Email address: investments@lendahand.com

b) For Issuer:

Farmerline Limited

10 Prof Sir Acheampong Street,
Ahinsan, Kumasi,
Republic of Ghana

Email address: frank@farmerline.co and alloysius@farmerline.co

or to such address as stipulated in these Terms and Conditions or as the Issuer or Energise Africa may specify, by registered mail with acknowledgement of receipt, by courier, or by e-mail.

11.2.2 Notices and other communications sent as outlined below shall be deemed to have been received by the addressee at the following times:

a) if delivered by a courier service: at the time the communication is delivered to the addressee by the courier;

b) if sent by registered post: on the day specified on the receipt report;

c) if sent by e-mail: on the day specified on the corresponding receipt report.

11.3 Invalidity of Provisions

In the event that any provision of the Notes appears to be non-binding, the other provisions of the Notes will continue to be effective. The Issuer is obliged to replace the non-binding provision with another provision that is binding, in such manner that the new provision differs as little as possible from the non-binding provision, taking into account the object and the purpose of the Notes.

11.4 Fully Funded Notice

The signed Fully Funded Notice shall form an integral part of the Notes and receipt of the duly signed and executed Fully Funded Notice by Energise Africa will constitute the issuance of the Notes in accordance with the Terms and Conditions thereof.

Article 12 JURISDICTION AND CHOICE OF LAW

12.1 The Notes and the Terms and Conditions of the Notes are exclusively governed by the law of England and Wales, and they are subject to the exclusive jurisdiction of the courts of England and Wales.

12.2 Notwithstanding Article 12.1, Energise Africa shall not be prevented from taking proceedings relating to any dispute under these Notes and Terms and Conditions in any other courts with jurisdiction. To the extent allowed by law, Energise Africa may take concurrent proceedings in any number of jurisdictions.

Annex I Issuance Terms

Each drawdown from the credit facility will be a note issuance according to the terms & conditions as stated here in this Example Note.

- Issuer : Farmerline Limited
- Underlying Project Name : Farmerline Limited, Issue 1
- Depot ID : tbd
- Issue Date : The issue date of a note is the first day of the month following the day the underlying website project has been fully funded.
- Maturity Date : 36 months after the Issue Date
- Currency : GBP
- Total Issue Amount : 300,000
- Total number of Notes Issued : 6000
- Interest Rate : 6.5% per annum

Amortization Schedule per £50 note (example)

1st Repayment Date	1st Principal	1st Interest	1st Total	2nd Repayment Date	2nd Principal	2nd Interest	2nd Total	3rd Repayment Date	3rd Principal	3rd Interest	3rd Total
03/07/2024		£1.63	£1.63	03/01/2025	£0.00	£1.63	£1.63	03/07/2025	£12.50	£1.63	£14.13
4th Repayment Date	4th Principal	4th Interest	4th Total	5th Repayment Date	5th Principal	5th Interest	5th Total	6th Repayment Date	6th Principal	6th Interest	6th Total
03/01/2026	£12.50	£1.22	£13.72	03/07/2026	£12.50	£0.81	£13.31	03/01/2027	£12.50	£0.41	£12.91

Annex II

Restrictions on sale

The United States

The Notes have not been and will not be registered under the Securities Act. Trading in the Notes has not been and will not be approved on an exchange or board of trade or otherwise by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act. The Securities may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons at any time. The Issuer will not offer or sell the Notes at any time within the United States or to, or for the account or benefit of, U.S. persons, and it will send to each person to which it sells Notes at any time a confirmation or other notice setting forth the restrictions on offers and sales of the Notes in the United States or to, or for the account or benefit of, U.S. persons.

Each person who enters into a subscription agreement in relation to the Notes with the Issuer will agree, with respect to the Notes being purchased by it, that it will not offer, or sell the Notes within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each person to which it sells any Securities a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons. In addition the Notes will be exercisable by the holder only upon certification as to non-U.S. beneficial ownership. As used in this paragraph "United States" means the United States of America, its territories or possessions, any state of the United States, the District of Columbia or any other enclave of the United States government, its agencies or instrumentalities, and "U.S. person" means (i) any person who is a U.S. person as defined in Regulation S under the Securities Act or (ii) any person or entity other than one of the following:

- (i) a natural person who is not a resident of the United States;
- (ii) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a jurisdiction other than the United States and which has its principal place of business in a jurisdiction other than the United States;
- (iii) an estate or trust, the income of which is not subject to United States income tax regardless of source;
- (iv) an entity organised principally for passive investment such as a pool, investment company or other similar entity, provided that units of participation in the entity held by U.S. persons represent in the aggregate less than 10% of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by U.S. persons; or
- (v) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States.

In addition, each purchaser (or transferee) and any person directing such purchase (or transfer) will represent and warrant, or will be deemed to have represented and warranted by purchasing or otherwise holding a Security that on each day from the date on which the purchaser (or transferee) acquires the Security through and including the date on which the purchaser (or transferee) disposes of its interest in the Security, that the purchaser (or transferee) is not an "employee benefit plan" within the meaning of UK/1001958/13 - 95 - 243311/70-40108501 Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is subject to Section 406 of the ERISA, a "plan" subject to Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986 (the "Code"), a person or entity the assets of which include the assets of any such "employee benefit plan" or "plan," or a governmental plan that is subject to any law or regulation that is similar to the provisions of Section 406 of ERISA or Section 4975 of the Code.

For more information

Complaints

Any complaints about this Investment Offer should be sent to help@energiseafrica.com

Further information on our Complaints Policy can be found on www.energiseafrica.com/complaints

Reference may also be made to the Financial Ombudsman Service at Exchange Tower, London E14 9SR or by visiting www.financialombudsman.org.uk

Investor support

If you wish to invest online, please visit www.energiseafrica.com

Please email help@energiseafrica.com if you have any questions with regards to investing in this bond.

This offer document was made in conjunction with Ethex, Hands-on BV, Lendahand Ethex Ltd.



Energise Africa are supported by current endowments and grants from UK aid, P4G and Good Energies

