



OFFER DOCUMENT

Energise Africa – Altech Group

2021



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Potential Investors' attention is drawn to the content of pages 16-21 headed "Risk Analysis Overview", 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.

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1. Introduction

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

Keep in mind that investments of this nature carry risks. Therefore, it is recommendable to spread your investments across projects, partners, platforms and investment products and not to allocate too much of your savings and investments in what are considered 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, sponsored by UK aid. Energise Africa combines the strengths of both organisations in order to meet the challenge of mobilising UK based retail investors to lend to businesses undertaking solar power energy installations in Sub-Saharan Africa.

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

**Message from Altech Group Co-founders/CEOs:
Iongwa Mashangao and Washikala Malango**

DR Congo is still recovering from a series of wars and internal conflicts that broke out in 1990. Our country ranks 135 out of 157 countries on the human capital index with a score of 0.37, which means that a Congolese child born today will be 37% less productive in adulthood than peers who received a complete education and proper health care. 84% of Congolese do not have access to electricity. The lack of electricity cuts deep through the development, and its absence creates impedance to economic activity after the sun goes down.

The fast population growth and subsequent rise in energy demand are further accelerating the problem. The purchasing power is also low, forcing communities to depend on kerosene and diesel generators, disproportionately affecting women and children. There are 11m households with no access to electricity in Altech's active regions and 2m homes in areas where we are not yet operational.

After we were forced to flee our home village, Baraka, in DR Congo in the 1990s we grew up together in a refugee camp in Tanzania, where the Germany Refugee education initiative known as DAFI program under the direct supervision of UNHCR Tanzania spotted our talent and got us scholarships at the University of Dar Es Salaam and after that, we also won the Washington Mandela Fellowship. Driven by our vision to create an impact at home, we returned to DR Congo in 2013 and founded Altech in Baraka, South Kivu.

Since the inception of the company, we established Altech as the leading PAYG company in DR Congo, as we are the only company with national reach operating in 21 out of the 26 provinces. Thus far we sold 210k solar products, impacted the lives of 1M+ Congolese and avoided 275k tCO2e (tons of carbon dioxide equivalents). Having grown up in off-grid households ourselves we understand the needs of our customers and therefore offer a product range and service to meet the needs of every household.

Altech aims to reach 1m cumulative customers by 2024 and positively impact over 5m people's lives while building Africa's largest and most reliable network to distribute clean energy products to the bottom of the pyramid customers and institutions serving them. Our funding goal to working capital financing to get one step closer towards achieving our mission. The funds will be used to purchase a mix of solar lanterns, solar

lighting solutions and Solar Home Systems plus appliances.

We are proud of what we accomplished so far and are excited to continue this journey through with you. We are grateful for your interest in our mission and very happy to join forces to be the change we want to see in this world.



Goma team



Kinshasa team

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2. Summary of Offer

Issuing entity / Issuer	Altech Group SARL
Investment target	GBP 750,000
Minimum investment	GBP 50
Maximum investment	No maximum
Maturity	36 months
Expected interest rate	7.5% per annum
Interest payment frequency	Semi-annually
Grace period on notional	12 months
Notional repayment frequency	Semi-annually after initial grace period. For the avoidance of doubt the first payment will be made 12 months after the issue date.
Financial instrument	Promissory note / interest bearing bond
Seniority of debt	Senior debt investment (debt that takes priority over other unsecured or otherwise more junior/subordinated debt)
Security	Security over receivables, inventory and bank accounts
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 to the Investors.
Risks	This is a direct investment into the company Altech Group and therefore it is recommendable that you are careful with the amount you invest. For an overview of the associated risks, please go to section 5
Reporting	The Issuer is obligated to share with 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.

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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 Altech Group**

- Co-CEO name: Iongwa Mashangao
- Location: Kinsahsa, DR Congo
- Co-CEO name: Washikala Malango
- Location: Goma, DR Congo
- Sector: Sustainable energy projects
- Founded: 2013
- Number of employees: 1000
- Turnover in 2020: \$6.4m

Altech Introduction

Altech is a Congolese founded and managed PAYGo solar company, who electrifies its fellow Congolese while reducing fossil fuels and biomass's negative impacts. Through its diverse product portfolio, tailored payment plans, deep local knowledge and national distribution network Altech has established itself as a leading off-grid energy provider in the DRC.

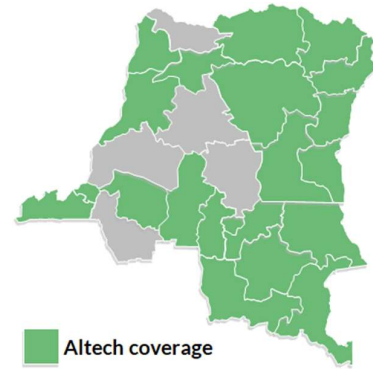
Altech customers

Altech serves a diverse customer base who have no or unreliable access to electricity. Our customers include rural, and remote households who gain first access to electricity through our solar lanterns, as well as urban households or shop owners who step up the electricity ladder by purchasing a Solar Home System (SHS) + appliance kit. The company also successfully operates in conflict zones, and runs several electrification projects in refugee camps. Due to low electrification rate even in urban areas most customers relied previously on dirty, cheap traditional energy sources which not only cost more but also deteriorate their health.

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National distribution model

While DR Congo has the surface equivalent to Western Europe and 86m people, the country has less developed roads than New York, which makes it even more challenging to reach remote, rural communities. Nonetheless Altech created a sales and distribution network with national reach over the last eight years. Altech divides the country in six sales zones, with four strategic warehouses to which international shipments are delivered. From the main warehouses Altech supplies its 60+ sales outlets across the 21 provinces in which Altech is active.



Diverse product and credit mix

Through its diverse product offering combined with short and long-term payment plans Altech has a solar energy solution for every household in several income levels. Altech customers buy the products through a Pay As You Go model, making a small down payment and a series of instalment payments on plans tailored to their needs. Altech offers not only the product but also the necessary consumer financing, bringing in new customers who would not otherwise be able to afford solar systems.



Solar lantern



SHS + appliances



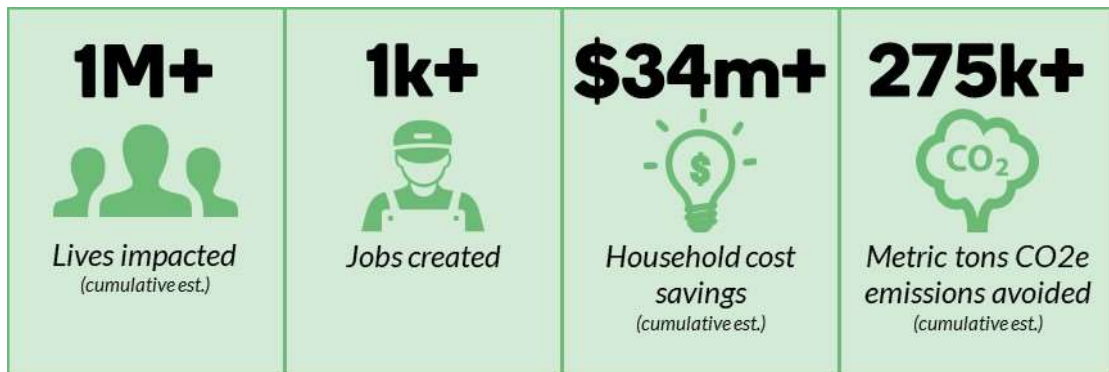
Solar lighting solution

Our solar lanterns are an attractive entry level system for lower income, rural households, with a down payment of \$3 and daily instalments of \$1. For a down payment of \$20 and a monthly instalment of \$10 over 24 months, customers can purchase our solar lighting solution which is Altech's mid market solution. Higher income, urban customers desire larger systems with a wide range of appliances such as TV, radio, fan, fridge. Off-grid solar appliances provide households with similar benefits as pico (small solar power systems) and SHS in terms of education, quality-of-life, health and enabling income generating activities. Therefore, we offer our Solar Home Systems (SHS) plus appliances which are sold over a period of up to 35 months.

3b. Impact

Since its inception, Altech sold over 210k solar products, and successfully expanded its product offering to include larger systems in 2019. Thereby positively impacting the lives of 1M+ Congolese. Based on industry wide impact metrics outlined by GOGLA, Households benefiting from Altech's products reduced their monthly kerosene purchases by 61% and have saved an estimated \$34 million on energy costs and helped avoid over 275k metric tons of CO2 emissions.

With a combination of energy savings and access to a constant electricity supply, Altech customers can also invest more in their businesses and see a rise in monthly revenue. A recent report by GOGLA on the off-grid energy sector showed that 36% of households generate additional income once they purchase an SHS, 85% undertake more economic activity, and 64% of customers say that their children have more time to study. Access to energy also promotes gender inclusivity in economic activities since women could keep their shops (restaurants, tailoring) open after sunset, creating more revenue. In a recent study by 60 Decibels across Altech, consumers showed that twice as many women as men reported improved financial well-being and leisure. More spill over effects include access to information through radio and television, microfinance agencies' development, and broader impacts such as improved nutrition, quality of lifestyle, and security at home. Altech has also created over 1000 jobs for sales agents, a truly remarkable fact when you consider that only a few years ago, the company was just the two co-founders. The sales agents are equipped with solar technical training, toolkits, scooters and marketing techniques, resulting in an overall capacity development drive among youth.



Based on the GOGLA report, the off-grid energy industry has avoided 66.6mt of CO2 and black carbon emission since 2010, including the non-affiliated market segment, the number easily triples. Altech contributed its fair share to this with an expected 550mt CO2e reduction by 2024.

Case study 1

Nathalie is a local restaurant owner in the Ngaliema neighborhood of Kinshasa, the bustling capital of the Democratic Republic of Congo (DRC) with approximately 12 million inhabitants. Although Kinshasa's estimated ~50% rate of electrification is well above the 9% national average, millions in the city remain unconnected to the grid. Areas that are connected still suffer prolonged blackouts due to lack of maintenance.



Since 2019 Nathalie has been an Altech customer. She first purchased a lamp using Altech's pay-as-you-go plan, making a small down payment, and completing the rest in daily instalments over 3 months. Prior to becoming an Altech customer, Nathalie relied on cheap flashlights to light her restaurant that broke within a month or two and continually needed new batteries. With Altech's two-year guarantee, Nathalie hasn't needed to purchase a replacement lamp or batteries since.

The positive results for the business in financial savings and increased numbers of clients were evident to Nathalie. In fact, she was so pleased that she purchased a second Altech lamp. She can now light her dining area, terrace, and kitchen all at the same time. With Altech's lamps, her restaurant continues to attract customers after dark, during power outages, and without the constant need to purchase flashlights or batteries. This has meant greater revenue for her business and reduced energy expenses. Nathalie is planning to reinvest her increased income back into the restaurant by purchasing one of Altech's solar home systems soon.

Case study 2

Jules, is a 45 year-old teacher from Mbandaka in the northern province of Equateur. His family, including three children, enjoy Altech's solar home system with a 32-inch television, and report that their quality of life has been "very much improved."

"I am a teacher. The Altech lantern helps me when I have to prepare my lessons for the next day. Before I had to wear glasses because I was not able to see well in poor light; now with the Altech solar system, I do not wear glasses anymore because I have plenty of light."



At the time of installation, Jules reported that he was very equipped to use the solar home system. "The Altech teams are responsible, and responsive. When they promise something they realize it accordingly. I get energy immediately in the next minutes after payment is made."

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Case study 3

Vhaird, from Bandundu in the western province of Kwilu, is an Altech customer who owns a solar home system with a 24-inch television.

"My children who are at secondary school and at university use the light from the lantern to review their courses. This is helping them a lot, especially at night-time when it is quiet and a good time for them to read their syllabus."

As someone unconnected to DRC's insufficient national grid, Vhaird previously relied on low-quality torches for his lighting needs, but now hopes to add additional appliances now to those already included in his solar home system. "I congratulate Altech for the service they are currently doing."



3c. Organisational Structure

Altech is a wholly owned and registered limited liability company organized under the laws of the Democratic Republic of the Congo. Since 2020 Altech is also officially supported through its newly established board of directors which includes co-founders from Persistent, a pioneer investor in the off-grid energy space and La Differance, a business accelerator in Eastern Congo. The company is also grateful for the support it received from a range of investors, development institutions and foundations to scale its operations and thereby transform the lives of millions of people.



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3d. Management Team



Washikala Malango:

Washikala advanced his education at the University of Dar es Salaam and Dartmouth College, completing a bachelor's and master's in development studies. He gained further professional experience through Entrepreneurship Learning & Dev. Initiative, the Mandela Washington Fellow program. He worked on SolarCity's GivePower program expansion in developing countries, developed investment proposals and secured funding to provide solar power to health centers in rural DRC. He also worked as a ventures leader for UNHCR, the UN Refugee Agency managing community-led ventures that enabled returning refugees in South-Kivu province, Eastern DRC, to reintegrate into their communities successfully. As a vision setter Washikala grew Altech from 2 co-founders to 1000+ employees and agents over the last seven years



Iongwa Mashangao:

Iongwa gained a bachelor's and master in education and development studies at the University of Dar es Salaam. He advanced his education further in business entrepreneurship and renewable energy at the University of California. Next to this, Iongwa served for three years as a Teaching Assistant at the Institute of Development Studies (IDS) of the UDSM. In 2014, Iongwa was selected as a Westerwelle Foundation for International Understanding young leader. From 2008 to 2013, Iongwa worked as a Livelihood Program officer, leading teams in the fields for WISE socio-economic empowerment projects targeting youth and women, namely Youth Entrepreneurship Program in Dar es Salaam, and coastal regions and Women's Power Project in Coast, Lindi, Morogoro, and Mtwara regions in Tanzania. Through his operational expertise Iongwa established Altech's national distribution network growing monthly sales from a handful to over 6k since the start of the company.



Dunia Heritier, Head of Sales

Dunia has extensive sales experience and a deep knowledge of many aspects of Altech's business. Dunia started his career as a teacher, before joining Altech in 2015 as a sales agent. Since then he has worked his way up, holding multiple roles in different departments. These roles include Senior Database Manager, Head of Portfolio, Loan Innovation and Customer Support. He has been the Head of Sales since 2019 and has been instrumental in the rollout of solar home system sales and expanding Altech's expansive sales agent network.



Manuela Böck, Interim Head of Finance

Manuela is a Venture Advisor at Persistent, and has been acting as Altech’s Interim Head of Finance since 2019. Prior to joining the firm, she completed internships with Deutsche Bank Structured Commodity Trade Finance team and worked as a summer analyst for HSBC’s investment banking division. She gained first working experience on the African market during her time with DGP Advisory in Nairobi, Kenya. Manuela holds a master’s degree in International Finance from Nova SBE and a bachelor’s degree in Management and Business with a Finance Minor from the Amsterdam University of Applied Sciences.



Alain Ndagano, Head of Portfolio & Customer Service

Alain brings a strong background in business systems and information systems to Altech. Prior to joining Altech, Alain completed his bachelor degree and MBA at Daystar University in Kenya. In Kenya, he worked at JOFAR Systems and Amnesty International before returning to DRC. He joined Altech in 2019, and is the Head Portfolio, Loan Innovation & Customer Support and responsible for customer payment collection and after sales service among others.



Robert Hamilton, Head of Marketing & Business Development

Robert brings a decade of experience working with social enterprises in emerging markets to Altech. His experience includes fundraising at MicroVest Capital Management, helping launch ACERD, the DRC renewable energy association, communications at ELAN RDC and two postings with the Peace Corps (Mali and Colombia). Robert holds a bachelor’s degree from Johns Hopkins University. As the Head of Marketing and Business Development he manages Altech’s marketing operations and capital raising in partnership with the Head of Finance.



Jonathan Kishibagaya, Head of Products & Supply Chain

As the Head of Products and Supply Chain, Jonathan is in charge of Altech’s near national distribution network. Prior to joining Altech in 2019, he worked on the development and implementation of large infrastructure projects at Howard Aidevo Consulting in Kenya. Jonathan holds a Bachelor’s degree from Africa Nazarene University.

4. Business in detail

In this section, a more in depth business analysis is presented. This section stems from the Investment Memorandum as prepared by the Lendahand Investment team and presented and approved by its external Credit Committee (please read section 5 for more info on the Credit Committee).

Business activities

Altech is a Congolese-owned and managed pay-as-you-go (PayGo) distributor of modern energy solutions in the DRC. The Company was founded and has been operational since 2013. Altech distributes solar lanterns, solar home systems including TVs and appliances. Currently, Altech is the only distributor with almost full national sales coverage in DRC (over 1,000 sales agents).

As the country is wide (sq. km 2.3m, roughly the size of Western Europe) and transport infrastructure is limited, the management team is distributed across the country. Altech's head offices are split across 3 main cities (Goma, Kinshasa and Lubumbashi).

Altech's operations span the whole country (present in 21 out of 26 provinces to date). The co-founders and shareholders are convinced that the main advantage over competition is the thorough local knowledge of their own country and of its peoples, cultures and geographies. With an established distribution network, Altech can reach the most remote areas but also acknowledges that logistics is still one of the main challenges for the Company, also representing a structural issue for all players in the market.

COVID's main impact on Altech was the original outbreak in China, which disrupted the supply chain. Delays in new product shipments left Altech with limited inventory for a good part of the year. This slowed sales significantly, which were largely recovered towards the end of the year.

Financial analysis

Sales

<i>USDm</i>	2018	2019	2020	2021	2022
Revenue	0.5	2.3	6.4	10.3	14.9
Growth	32%	360%	178%	61%	45%

The Company has shown impressive scale, selling more than 200k products since inception with multi-million yearly revenues. While the most widely sold product until recently was the solar lantern, Altech piloted with PayGo solar home systems and have since sold more than 3k units. This has allowed the Company

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significantly grow sales in 2019 and 2020, reaching cumulative revenues of more than USD 8m.

In 2021 and going forward, Altech expects to increase the total revenues significantly, as the Company establishes its network and streamlines logistic processes.

Cash flow

Altech's products are sold on credit through the PayGo technology. The PayGo payment model stretches the cash cycle of the company, as sales are converted to receivables rather than cash directly. The accounts receivable is commonly a large part of the (liquid) assets of leasing and PayGo companies, consisting of the amount of money owed to the company by its customers. Altech's products have a relatively short maturity, which allows the Company to manage its cash flow very efficiently. Moreover, the Company has a dedicated portfolio management team that monitors the capacity of customers to pay for the products on time.

Solvency

To date, the Company has been able to finance its operations through its own financial resources. Altech's strong and efficient operations have allowed them to already reach profitability break-even, allowing the Company to re-invest its capital. As Altech aims to scale up and reach out to more and more customers, however, additional capital is required. The debt facility offered by Energise Africa, therefore, complements a strong equity buffer in the funding mix of the Company.

5. Risk analysis overview

This section of the offer document provides an overview of some of the associated risks with this investment opportunity.

The investment team of Lendahand, comprising of 4 investment managers with a combined experience of 30+ years in investment management and investment banking, performs a light due diligence. This process comprises of many hours of desk research, calls/meetings with the investee, gathering market intelligence and competitor data as well as talking to experts. After data is gathered, a more in-depth analysis takes place. Not only with regards to financial aspects such as audited statements, balance sheet and cashflow projections, but also with respect to operational activities, quality of the management team, clients and market fit, ownership and governance. In general, the investment team will also perform an on-site visit, possibly after a pilot phase.

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Before an investment decision is made, the investment team of Lendahand gathers all documents/information and writes an investment memo that is presented to a Credit Committee. This committee consists of 3 experienced individuals with relevant backgrounds:

- Michael Looft – former Kiva Regional Director Asia and Europe
- Fadoua Boudiba – former Senior Investment Manager at Incofin, currently Senior Investment Officer at Triodos Investment Management
- Hatem Mahbouli – Former investment officer at FMO, former senior investment officer at ELECTRIFI, currently a transaction adviser for several investment vehicles and initiatives.

5a. Risk factors to take into consideration

Outlined below are some of the more general risks associated with investing in unlisted such as the one presented in this offer document. Further, some of the risks that apply to this investment are provided which may cause late repayments or loss of invested capital. Please be aware that there might be other, not so obvious, risks that apply as well. This therefore is in no way a full and complete overview of all the associated risks.

Risks of investing in unlisted bonds

By investing in an unlisted bond, you are lending your money to the business Altech Group, 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. However, interest payments on your money and the return of your capital are not guaranteed and depend on the performance of Altech Group.

Your capital is at risk and you may lose some, or all, of your initial investment. You should only invest if you can afford to lose all of your investment.

Company-specific risks

- The solar assets may not perform as well as forecasted due to manufacturing errors even though the Company prides itself on their high-quality systems.
- Competitors may enter the market with superior product/service and suppliers may default.
- Altech Group may be unable to raise sufficient future capital to sustain its operations and expansion plans; however, the Company has shown 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.

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- High defaults among clients might occur, which might result in the subsidiaries going bankrupt and high reclaiming costs of systems. This could result in financial loss for Altech Group in terms of their equity stake, cause reputational damage, cause investor losses and result in the need to set up new subsidiaries/SPVs etc.
- In most emerging markets, different currencies are used that are more volatile than their counterparties used in developed countries. Even though Altech Group borrows in GBP and repays in GBP, it has revenue streams in Congolese Francs (“CDF”) and American US Dollar (“USD”). The company’s main currency in use is USD, as 75% of revenue was created in USD, and 70% of expenses paid in USD. If either the USD or the CDF were to depreciate, the company’s day to day operations could be affected which in turn could influence the ability to repay its hard currency loans. This is a common obstacle that solar companies must be able to cope with. It would be great for the industry if international investors were able to provide local currency funding, limiting foreign exchange risks for the companies. Energise Africa recognizes this risk and has therefore set up a small foreign exchange (“FX”) fund to cover potential losses to a certain extent.

Risks for Lendahand Ethex Ltd

- The platform may go bankrupt. In order to prevent investors from losing their money, the notes/bonds are held in a ‘collective depot’ that is administered by Hands-on B.V. (parent company of Dutch based Lendahand) as allowed by the Dutch Financial Authority (AFM) under its licence. The note/bondholders are the owners of this depot. This is a clear segregation from the assets of the Hands-on B.V. The flow of money is also segregated via the service provided by ShareIn to Energise Africa.
- Since the bonds will not be tradeable on a recognised exchange, they are non-readily realisable. Bondholders may be able to buy and sell bonds which the Energise Africa platform might facilitate, although applicants should be aware that there is no guarantee that a willing buyer will be found.

Risks when investing in emerging markets

A brief overview of political, social and macroeconomic risks that could influence this investment:

- The company is only operational in DRC, therefore investors should consider the potential for changes in the political climate. While the political situation stabilized over the last ten years based on UN data there are still more than 100 armed groups operating in the DRC. Since the last election in 2018, we have seen improvements in the political environment and government efforts to make DRC business friendlier. However, DR Congo is a challenging country to do business in ranking 185 in the Ease of Doing Business Report,

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reflecting severe corruption issues, government policy ineffectiveness, lack of enforcing contracts and investor protection.

- In some cases, corruption is rooted in cultural differences and thus strongly influential in people's way of life. This could also affect businesses. For example, corruption could affect a business' ability to present fair financial statements. It may add costs that are hard to predict or manage. It could make doing business difficult and make contracts void in court, which refers to the (in)stability or (in)effectiveness of the judicial system.
- Political instability could have a very strong impact on economic stability, the judicial system, stability of the financial markets and institutions and other similar factors. Such risks are difficult to assess but can have a strong effect on investment returns in general. Emerging markets in essence have growing economies, more or less per definition. Nonetheless, the threats of economic downturn due to other factors as described in this section lurk beneath the surface.
- 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, than is the case in developed nations, and can have a profound impact on local economies and communities.

All the aforementioned factors can threaten the economic and political stability of a country. In turn, these can lead to local currency devaluations, high inflation levels and negatively influence other macro-economic metrics.

Changes in government legislation

- The risk of this affecting the profitability of the company in the future is expected to be minimal. Risk would only relate to future investments made under the new government legislation that are not part of this bond offer. Altech Group will assess each future project on its own financial merits at the time.

5b. Contractual measures to monitor the investment

The company will have to adhere to certain covenants as stated in the agreements with Energise Africa. A covenant is a formal debt agreement which is put in place to protect the investor from borrowers defaulting on their obligations.

Most relevant covenants are typically represented in terms of financial ratios that must be maintained and are used often in the financial industry. A few that Energise Africa maintains with its investees are the following:

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- *Leverage ratio* - Companies rely on a mixture of owners' equity and debt to finance their operations. A leverage ratio is any one of several financial measurements that look at how much capital comes in the form of debt (loans), or assesses the ability of a company to meet financial obligations. Too much debt can be dangerous for a company and its investors. Uncontrolled debt levels can lead to credit downgrades or worse. On the other hand, too few debts can also raise questions
- *Unhedged currency position* - relates to what extent a company's assets and liabilities are in a foreign currency and assesses the company's vulnerability to currency fluctuations. There is a limit of foreign currency assets that a company is allowed to maintain.

Energise Africa will receive quarterly key performance indicators (KPI) updates in order to monitor the company. If certain metrics deteriorate, we will engage with the company. A few such KPIs could entail for example:

- *Debt service coverage ratio* - the Debt-Service Coverage Ratio (DSCR) is a measure of the cash flow available to pay current debt obligations. A DSCR greater than 1 means the entity – whether a person, company or government – has sufficient income to pay its current debt obligations. A DSCR less than 1 means it does not.
- *Cash coverage ratio* - this ratio assesses whether the company has sufficient levels of cash to meet its financial obligations

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 start a workout procedure.

The mode of investment will be a *promissory note/bond*. A promissory note/bond is a financial instrument containing a written promise by the issuer Altech Group to pay the investor a definite sum of money, either on demand or at a specific future date. In the case of this offer, it will be spread over specific future dates. The promissory note outlines all the terms pertaining to the investment, such as the principal amount, interest rate, maturity date, date and place of issuance and the Altech Group's signature.

In the case the company desires to repay the loan early, there is a non-call period after which the company is allowed to repay the loan early at all times against a 1.5% prepayment fee to the bondholders on the amount prepaid. In case the company sells more than 50% of its shares, no penalty fee will apply if prepayment occurs. Hence in certain circumstances, investors will receive (part) of their investments back early (including interest to date). Such early repayment option

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.

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is common in the industry and provides a company with flexibility that in the end could benefit the end clients, e.g. households and/or businesses in Sub Saharan Africa. An investor is free to reinvest the repayment in other projects on the platform.

5c. 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 pays a fee to Energise Africa for hosting this investment opportunity. No fees are deducted from any sums received from investors.

A parent company of Energise Africa (Hands-on B.V.) will provide a “collective depot” facility to hold the notes / bonds on behalf of investors. This is a permitted activity under Dutch Financial Authority regulations.

6. Terms and Conditions

TERMS AND CONDITIONS NOTES

of

ALTECH GROUP SARL, a private company with limited liability, incorporated under the laws of the Democratic Republic of the Congo, registered under the following registration number SARL 01-9-N18959N, with its statutory seat in Kinshasa, Democratic Republic of the Congo and its registered office address at 942, Av. Colonel Mondjiba Kintambo Magasin Commune de Ngaliema Kinshasa (the **Issuer**);

Article 1 DEFINITIONS

1.1 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;
Business Day	any day on which banks are open for business in the in the United Kingdom and the Democratic Republic of the Congo;
Energise Africa	an initiative where solar home systems providers can attract flexible debt funding via the Energise Africa Website in the United Kingdom (www.energiseafrica.com);
Energise Africa Website	the internet website owned and operated by Lendahand Ethex Ltd. that allows investors to select and fund Projects by investing in the Notes;
Event of Default	each of the events stated in Article 7;
FCA	The Financial Conduct Authority of the United Kingdom;
FSA	Dutch Financial Supervision Act (<i>Wet op het financieel toezicht</i>);
Fully Funded Notice	Notice given by the Issuer to Lendahand Ethex that it accepts the funding offered via the Energise Africa Website for the eligible project(s) of the Issuer and in exchange will issue the

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GBP	Notes in accordance with the Energise Africa Website Access Agreement upon issuance of the signed Fully Funded Notice; Pound sterling, the official currency used in the United Kingdom;
Giro Act	Dutch Securities Giro Act (<i>Wet op het giraal effectenverkeer</i>);
Interest	shall have the meaning set forth in Article 3.1;
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	ALTECH GROUP SARL a private company with limited liability, incorporated under the laws of the Democratic Republic of the Congo, registered under the following registration number SARL 01-9-N18959N, with its statutory seat in Kinshasa, Democratic Republic of the Congo and its registered office address at 942, Av. Colonel Mondjiba, Kintambo Magasin, Commune de Ngaliema, Kinshasa, Democratic Republic of the Congo;
Issuer's Group	shall collectively refer to any affiliates, subsidiaries, and parent company/holding company of the Issuer;
Issuer Access Agreement	an agreement concluded between the Issuer and Lendahand Ethex that allows the Issuer access to the Energise Africa Website so that the Issuer can offer and issue Notes to the Investors through the Energise Africa Website;
Investors	the investors in the Notes;
Lendahand	Hands-on B.V. , a private company with limited liability, incorporated under the laws of the Netherlands, registered with the Dutch chamber of commerce under number 55711766, with its statutory seat in Rotterdam, the Netherlands and its registered office address at Eendrachtsplein 3 – unit 2A, 3015LA Rotterdam, the Netherlands, operating under the name Lendahand;
Lendahand Ethex	Lendahand Ethex Ltd. , a company incorporated under the laws of the United Kingdom, registered with the UK

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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 Energise Africa Website under the campaign Energise Africa (www.energiseafrica.com);

Material Adverse Effect	any circumstance or event which (a) has a material adverse effect for Lendahand Ethex on the validity, legality or enforceability of this Agreement, (b) has a material adverse effect on the business, properties, assets, condition (financial or otherwise) of the Issuer or any member of the Issuer’s Group, or (c) impairs materially the ability of the Issuer to duly and punctually pay or perform its obligations under this Agreement;
Notes	the notes of the Issuer issued in accordance with these Terms and Conditions by the Issuer;
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 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 Issue Date, which amount may decrease if and when the Issuer makes early payments on the Notes;
Project	the Project as set out on the Energise Africa Website;
Repayment	shall have the meaning set forth in Article 4.1;
Security	shall have the meaning set forth in Article 11.1;
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.

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- 1.2 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.

Article 2 NOTE ISSUE

- 2.1 The Issuer seeks to obtain the relevant (back-filled) 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 Lendahand Ethex is an appointed representative of ShareIn Limited (Authorised and Regulated by the FCA, FRN:603332). It may market financial promotions and execute orders and to place financial instruments. Lendahand Ethex will place the Project on the Energise Africa 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 of the EEA, where the offer is made in accordance with the laws of such other EEA country and Lendahand Ethex is authorised to execute orders made 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**.

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- 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 Energise Africa Website for the Investors.
- 2.10 Notes do not give right to ownership, voting rights or meeting rights.
- 2.11 The terms and conditions of Lendahand Ethex 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 Energise Africa Website, which 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 (**Interest**).
- 3.2 For the avoidance of doubt, each Note shall bear interest as of the Interest Date and be payable semi-annually as per the Amortization Schedule in **Annex I** (“**Interest Payment Date**”).
- 3.3 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.
- 3.4 Interest will be paid on the Interest Payment Date.

Article 4 REPAYMENT AND PREPAYMENTS OF THE NOTES

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- 4.1 The Notes shall be repaid by the Issuer in accordance with the Amortization Schedule attached hereto ("**Repayment**") in **Annex I**. Repayments are semi-annual and in equal instalments, save for instances where a Grace Period has been granted. For purposes of this Note, a Grace Period of 12 (twelve) months has been granted to the Issuer in relation to the repayment of the principal amount.
- 4.2 Not earlier than 12 (twelve) months after the Interest Date, 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 and a half percent) of the Prepayment Amount, and (c) any legal or other fees incurred as a result of the Voluntary Prepayment or otherwise.
- 4.3 All payments made by the Issuer under the Notes shall be calculated and made in GBP only, and shall be deposited into the bank account of the payment services provider used by the Investors, as provided under the terms and conditions of Lendahand Ethex.
- 4.4 The Issuer shall, under no circumstances, have the right to suspend any payment, the right to set-off or any similar right to withhold payment.
- 4.5 Payments made by the Issuer shall be first applied to the Interest due and subsequently to the Principal Amount.
- 4.6 If, at any time, the Issuer is in default of any Repayment, Interest or other obligations due hereunder (whether by acceleration, at maturity or otherwise), the Issuer agrees to pay an additional interest rate of 2% (two percent) per annum above the rate set forth in Article 3.1 on the then due Principal Amount until the date on which the overdue sum is paid.
- 4.7 Any costs and expenses incurred by the Investors (whether judicial or extrajudicial) in order to collect payment of any amount due under the Notes, shall be paid and borne by the Issuer

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

- 5.1 All taxes charged in the Democratic Republic of Congo 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 Democratic Republic of Congo 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 comply with the terms of and do all that is necessary to maintain in full force and effect all authorizations, approvals, licenses and consents required under any applicable law to enable the Issuer lawfully to enter into and perform its obligations under the Notes, the Security documentation and to carry on the

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business of the Issuer and to ensure the legality, validity, enforceability or admissibility in evidence of the Notes and Security documentation in its jurisdiction of incorporation.

- 6.2 The Issuer shall comply and ensure that all other members of the Issuer's Group comply, in all respects with all laws to which it may be subject.
- 6.3 The Issuer shall ensure that no substantial changes are made to the general nature of their businesses from that carried on at the date of the Issuance of the Notes.
- 6.4 The Issuer shall not undertake or permit any merger, demerger, amalgamation or corporate restructuring without the prior written consent of Lendahand Ethex.
- 6.5 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:

- 7.1.1 the failure to pay any sum due under the Notes at the time, in the currency and in the manner required, which non-payment is not remedied within 30 (thirty) days after the due date thereof;
- 7.1.2 a representation or warranty hereunder or repeated by the Issuer in or pursuant to these Terms and Conditions is incorrect or misleading in any material respect when made or repeated;
- 7.1.3 the failure to duly perform any other obligation, including the covenants under Article 6, under or resulting from these Terms and Conditions, which non-performance, if capable of remedy, is not remedied within 30 (thirty) days after the Investors' relevant notice to the Issuer, which notice shall at all times be given by Lendahand Ethex on behalf of the Investors;
- 7.1.4 an attachment or execution affects more than 35% (thirty-five percent) of assets of the Issuer, or any subsidiary, and is not discharged within 30 (thirty) days or such longer period as may be agreed between the Parties;
- 7.1.5 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;

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- 7.1.6 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 not vacated, discharged or rejected within 60 (sixty) days;
 - 7.1.7 the holders of the Notes exercise the Information Request and the Issuer does not provide the requested adequate information (to be determined at the sole discretion of the holders of the Notes) within 15 (fifteen) days from date of the request;
 - 7.1.8 any material debt of the Issuer or any other member of the Issuer's Group exceeding 10% (ten percent) of Total Equity is not paid when due nor restructured with the consent of the lender, in either case, within any originally applicable grace period, or any material debt of the Issuer or any other member of the Issuer's Group in an amount exceeding 10% (ten percent) of Total Equity 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)
 - 7.1.9 the Security is not or ceases to be legal, valid, binding, enforceable and/or perfected, and/or does not or ceases to rank as it is expressed to rank and is not remedied within a reasonable period as determined by Lendahand Ethex;
 - 7.1.10 the assets that are part of the Security are attached or pledged or otherwise encumbered other than as provided for in this Agreement, and such attachment or pledge impairs Investor's priority security interest in such assets
 - 7.1.11 any event or circumstance occurs that, that constitutes reckless or gross mismanagement, in the opinion of Lendahand Ethex, indicates culpable mismanagement, fraud and/or corruption of the Supplier, Issuer or any other member of the Issuer's Group; or
 - 7.1.12 any event of default under the Issuer Access Agreement concluded between Lendahand Ethex and the Issuer.
- 7.2 The Issuer shall, without any delay, inform the Investors through Lendahand Ethex in its capacity of intermediary, in writing if an Event of Default has occurred or is likely to occur.
- 7.3 If an Event of Default has occurred, all Notes still outstanding, together with accrued interest and all other amounts owing under the Notes, will immediately be due and payable without any notice of default or court intervention being required.
- 7.4 Penalty interest for the Investors, of 2% (two percent) per annum above the applicable Interest Rate shall be charged on the outstanding balance under all

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Notes, plus any accrued but unpaid interest thereon, following the occurrence of an Event of Default until remedied (Penalty Interest).

Article 8 REPRESENTATIONS AND WARRANTIES

- 8.1 The Issuer makes the following representations and warranties:
- 8.1.1 The Issuer is a company, duly organized, validly existing and in good standing under the laws of its jurisdiction. The Issuer will have the power to own their assets and carry on its business substantially as is being conducted.
 - 8.1.2 The Notes will constitute legal, valid and binding obligations against it in accordance with its terms and will not violate any contract of the Issuer entered into prior to the Interest Date of the Notes.
 - 8.1.3 The Issuer is authorised and licensed and has the capacity to fulfil its obligations under the Notes, to offer and issue the Notes.
 - 8.1.4 No Event or Default is outstanding or likely to result from the Notes.
 - 8.1.5 The Issuer's obligations towards the Investors under the Notes, unless secured, rank senior to any company director loan and 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.
 - 8.1.6 The Issuer 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 person, unless the prior written consent of Lendahand Ethex has been obtained, which consent will not be unreasonably withheld.
 - 8.1.7 Neither the Issuer nor any other member of the Issuer's Group shall declare or pay any dividends upon any of its stock, or purchase, redeem, retire or otherwise acquire, directly or indirectly, any shares, or make any distribution of cash, property or assets among the shareholders, unless the prior written consent of Lendahand Ethex has been obtained, which consent will not be unreasonably withheld.
 - 8.1.8 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

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or threatened against the Issuer or any other member of the Issuer's Group. In any proceedings taken in its jurisdiction of incorporation in relation to the Notes or Security, neither the Issuer nor any other member of the Issuer's Group will be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.

8.1.9 Neither the Issuer nor any other member of the Issuer's group is in bankruptcy or similar proceedings nor are they in an over-indebted situation according to the applicable jurisdiction.

8.2 Investors will not directly approach the Issuer.

8.3 The representations and warranties set out in this Article 8 shall be deemed to be given and repeated with reference to the facts and circumstances then existing on:

8.3.1 the Interest Date; and

8.3.2 each Interest Payment Date.

Article 9 PRESCRIPTION

9.1 Claims against the Issuer with regards to the Repayment of any principal and Interest due under the Notes, or any claim under the Security, 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 INFORMATION REQUEST

10.1 Investors have the right to proactively ask the Issuer to provide additional information, true and complete, regarding the Repayment of any amount due under the Notes (the "**Information Request**").

10.2 The Information Request may only be exercised in the event that circumstances justify the fear of an impending Event of Default, or in the event that an Event of Default indeed has occurred. The Information Request shall at all times be carried out through Lendahand Ethex; Lendahand Ethex will pass on any information received from the Issuer to the holders of the Notes resulting from the Information Request.

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- 10.3 The Information Request has to be sponsored by more than (i) 50% (fifty percent) of the outstanding Notes and (ii) 50% (fifty percent) of the number of holders of the Notes. In the event that a holder of the Notes desires to exercise the Information Request, it will inform Lendahand Ethex. Lendahand Ethex will inform Lendahand (Hands-on B.V.) as holder of the collective depot (*verzameldepot*) thereof. Lendahand (Hands-on B.V.) will then inform all holders of the Notes accordingly and ask them to vote in order to ensure that the aforesaid quorum is achieved. Lendahand will collect the votes and will inform the holders of the Notes and the Issuer if the Information Request can be exercised. If so, any information shall be distributed to all applicable Investors.

Article 11 SECURITY

- 11.1 The Issuer will register a first priority charge, which charge shall rank at least *pari passu* with all other senior lenders to the Issuer, over the following pledge assets (Security Interests):
- a) all the Issuer's inventory,
 - b) all the Issuer's receivables and
 - c) the following bank accounts held in the Issuer's name: i) 00018-005023-2000000450-28 and ii) 00018-005023-2000000451-25, at Nantis Bank in the Democratic Republic of the Congo.

The Security Interest will be registered in favour of Lendahand Ethex, the Investors (who will be duly represented by Lendahand Ethex) and all other present and future senior lenders of the Issuer and be shared *pari passu* amongst the aforementioned.

- 11.2 The Issuer will bear all costs, fees (including legal fees), expenses, charges and taxes/stamp duties relating to the execution, registration, perfection and maintenance of all security documentation relating to the Security Interest.

Article 12 MISCELLANEOUS

12.1 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

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(*verzameldepot*) will constitute conclusive evidence of the existence and amounts of any of the obligations of the Issuer under the Notes.

12.2 Notifications

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

(i) **For the Investors:**

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

Email address: help@energiseafrica.com

(ii) **For the Issuer:**

ALTECH GROUP SARL

942, Av. Colonel Mondjiba
Kintambo Magasin
Commune de Ngaliema
Kinshasa,
Democratic Republic of the Congo

Email address: washikala@altech-rdc.com, iongwa@altech-rdc.com

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

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

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

(ii) if sent by registered post: on the day specified on the receipt report; or

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

12.3 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.

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 Lendahand Ethex will constitute the issuance of the Notes in accordance with the Terms and Conditions thereof.

Article 13 APPLICABLE LAW AND COMPETENT COURT

- 13.1 This Agreement is governed by the laws of England and Wales while the Security, in so far that the underlying deed of pledge/assignment has been formally registered and perfected in the Democratic Republic of the Congo, will be regulated by the law of the Democratic Republic of the Congo.
- 13.2 Any dispute arising from this Agreement which cannot be settled amicably, shall be exclusively submitted to the competent courts of England and Wales. Where the dispute relates to the continuing deed of pledge/assignment, the dispute shall be submitted to a competent court in the Democratic Republic of the Congo.

Annex I

Issuance Terms UK Notes

- Issuer : Altech Group SARL
- Underlying Project Name : Altech Issue 1
- Depot ID : Subject to confirmation
- Issue Date : Subject to confirmation
- Maturity Date : 36 months after the Issue Date
- Grace period on Principal Repayments : 12 months
- Currency : GBP
- Total Issue Amount : GBP = 750,000
- Total number of Notes Issued : Subject to confirmation
- Interest Rate : 7.5% 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
01/10/2021		£1,88	£1,88	01/04/2022	£10,00	£1,88	£11,88
3rd Repayment Date	3rd Principal	3rd Interest	3rd Total	4th Repayment Date	4th Principal	4th Interest	4th Total
01/10/2022	£10,00	£1,50	£11,50	01/04/2023	£10,00	£1,13	£11,88
5th Repayment Date	5th Principal	5th Interest	5th Total	6th Repayment Date	6th Principal	6th Interest	6th Total
01/10/2023	£10,00	£0,75	£11,50	01/04/2024	£10,00	£0,38	£11,88

Please note that the interest payments above are shown gross, but where applicable, will be paid net of any taxes required to be withheld.

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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

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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.

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For more information

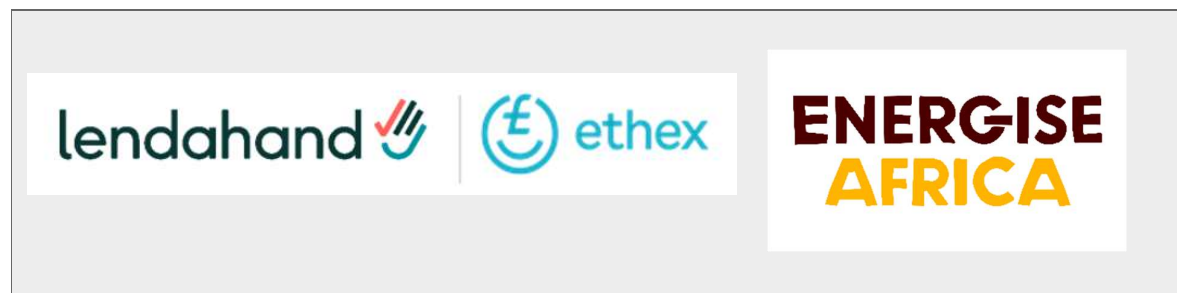
Complaints – Any complaints about the Investment Offer should be sent to help@energiseafrica.com. Further information on our Complaints Policy can be found on <https://www.energiseafrica.com/complaints>.

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

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

Please call or 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 and DFID Crowdfunding Campaign



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