

## OFFER DOCUMENT

# ***Energise Africa – Simusolar Issue 9***

**2020**

**ENERGISE  
AFRICA**

Lendahand Ethex Ltd, *trading as Energise Africa* (FRN: 776908) is an appointed representative of ShareIn Limited (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's *trading as Energise Africa* registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

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To the best of the knowledge and belief of the Directors of Simusolar Inc ("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.

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

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Potential Investors' attention is drawn to the content of pages 13 to 17 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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**In light of the global COVID-19 situation, additional information has also been requested on a more frequent basis to keep track of the business during these challenging times and make for a more appropriate risk assessment. Note that COVID-19 has put additional risks to the business in general and the actual impact is difficult to determine. Energise Africa confirms that Simusolar Inc can reasonably be expected to meet its payment obligations in accordance to the terms of this offer & schedule in Annex I at the time of publishing this offer. Funds raised through this campaign supports the business to manage liquidity and are used to refinance repayments to Energise Africa investors in previous campaigns.**

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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, a joint venture between the Dutch impact investing platform Lendahand and the UK based positive investment platform Ethex, specifically set up to promote the Energise Africa campaign, sponsored by UK aid. Lendahand Ethex 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 Lendahand Ethex Ltd trading as 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 the CEO of Simusolar

*Dear Investor,*

*Thank you for joining Simusolar! As an investor, you are an important part of our work. You are not just investing capital for a potential capital return, but you are investing time and attention to a critical need in much of the world. You are investing with conscience and an awareness of the interconnectedness of the globe we co-populate. We do the work we do because there is demand for it, demand for better livings and demand for a cleaner, safer, sustainable world. Without the machines to increase productivity and the power to run them, many of our peers are limited in their growth prospects. Our goal is to remove the barriers to access, allowing millions of rural people –those most affected by energy deficiency and dependent on dangerous, polluting energy alternatives- to take a different path in industrialization, one that is viable in the long-term and affordable today.*

*Your investment will generate income for farmers and fishers living in energy scarce environments. It will allow us to finance solar irrigation pumps and solar fishing lights that transform the lives of Tanzanians and Ugandans, with respect and agency.*

*Learn more at [www.simusolar.com](http://www.simusolar.com) and feel free to reach out to learn more. If you are in Tanzania, please accept our invitation to see our collective work first hand. By making this investment, you've become a part of Simusolar and the impact we generate.*

*With great regards,*

*Marianne Walpert, co-CEO*

## 2. Summary of Offer

<b>Issuing entity / Issuer</b>	Simusolar Inc.
<b>Investment target</b>	GBP 75,000
<b>Minimum investment</b>	GBP 50
<b>Maximum investment</b>	No maximum
<b>Maturity</b>	24 months
<b>Expected interest rate</b>	8% per annum
<b>Grace Period</b>	During the first 12 months there will be no capital repayments. The first capital repayment will take place 12 months after the Issue Date, and on a semi-annual basis thereafter. For the avoidance of doubt, during the Grace Period, the Company will make interest payments on a semi-annual basis.
<b>Interest payment frequency</b>	Semi-annually
<b>Capital repayment frequency</b>	Semi-annually, beginning 12 months after the Issue Date
<b>Financial instrument</b>	Promissory note / unsecured interest-bearing bond
<b>Seniority of debt</b>	Senior debt investment pari-passu with other senior debt (debt that takes priority over other unsecured or otherwise more junior/subordinated debt), Existing convertible note from Acumen is the only convertible note that also ranks pari-passu.
<b>Security</b>	Unsecured
<b>Management fee / transaction costs</b>	There are no fees charged to investors in respect of investment in this offer.
<b>Non-recall period:</b>	The Issuer (or borrower) is allowed to repay the loan early after 12 months against a 2% prepayment fee on the amount prepaid, out of which 1.5% is to investors.
<b>Risks</b>	This is a direct investment into a company (Simusolar, Inc.) 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.

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<b>Reporting</b>	The Issuer is obligated to share with Energise Africa, its annual audited financial statements, quarterly update on financial metrics and annual social impact reports.
<b>Know Your Client Investor</b>	KYC procedure on Issuer to be performed by ShareIn in conjunction with the Energise Africa platform.
<b>Investor</b>	An individual who commits money to this investment product with the expectation of financial return via the Energise Africa website (www.energiseafrica.com).
<b>Know Your Client Issuer</b>	KYC procedure on Issuer to be performed by ShareIn in conjunction with the Energise Africa platform
<b>Application</b>	All investments in this offer shall be made via the www.energiseafrica.com website
<b>Age restrictions</b>	Investors must be 18 years or older

### 3. Business overview

#### 3a. About SIMUSOLAR

- Co-CEO name: Marianne Walpert
- Location: Tanzania
- Sector: Sustainable energy projects
- Founded: April (Tanzania) and August (USA) of 2014
- Number of employees: 119

Turnover in 2019: USD 1,460,850

#### Summary about Simusolar.

Established in 2014, Simusolar sells and finances productive equipment to smallholder farmers and fishers that has the potential to increase incomes more than 2-fold in under a year. These turnkey packages include solar water pumps or fishing lights, solar panels and PAYG (pay as you go) technology to secure them. The equipment is lease-to-own. Fishing lights are leased over 6 months, occasionally extended up to 13 months, while pumps are leased over 18 months with a prepayment option after 3 or 6 months and extensions up to 22 months. This model is captured in our name, Simusolar: "Simu" represents financing, as payments are made in installment via mobile money (*simu* = phone in Kiswahili); "solar" represents our commitment to energy access, the environment, and solutions that are cost-effective for our clients.

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Distribution is Simusolar’s core competency. With partners all along the value chain -*agricultural cooperatives, capacity builders, input suppliers, and off-takers*- Simusolar reaches farmers through trusted networks: cost-effective and impactful. With over 10,000 units sold in Lake Zone, Central Zone, Northern Highlands, and Morogoro areas of Tanzania, Simusolar is the recognized brand.

Simusolar entered the Ugandan market in 2020 with several key partners, including NUCAFE, a coffee mutual of cooperatives with over 200,000 members. Like Tanzania, Uganda is well-positioned as an agricultural growth market with a need for inclusive productivity equipment.

Tanzania has about 2.25 million rural enterprises ([Diao, Magalhaes & McMillan, 2019](#)), over 90% of whom rely on manual labor and tools. They have growth opportunities but constrained capacity. 35% are not financially included ([FSDT National Inclusion Framework](#)). About 80% of rural residents lack reliable energy ([World Bank, 2018](#)). All have room for major productivity gains if mechanization and affordable power were available. No other company specializes in financed equipment for this audience.

## 3b. Impact

### Social impact

Some specific milestones and impacts have included:

- Over 50,000 people<sup>2</sup> in client households have enjoyed increased net incomes due to our productivity enhancing tools;
- Farmers can increase land under cultivation by 5x due to mechanization of irrigation, farming during the dry season, and increasing productivity per acre;
- Partnerships with leading agricultural seed suppliers, capacity builders, and market access providers have cemented in a short time as the value proposition to all is clear;

### Environmental impact

- Over 17,300 tonnes of carbon have been reduced based on avoided fossil-fuel solutions.

<sup>2</sup> The company estimate is based on the number of items sold (about 10,000 as of June 2020) and the average household size (approx. 5 in the country, according to UN data) Lendahand Ethex Ltd, *trading as Energise Africa* (FRN: 776908) is an appointed representative of ShareIn Limited (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd’s *trading as Energise Africa* registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

**Case study**

Benedicto Mazaga

Male

56 years old

Mwanza, Tanzania

Benedicto has 17 members in his household. He owns 5 boats and prior to using his solar fishing lights, he used kerosene lantern to fish. The kerosene lanterns used to cost him about 350,000 TZS (Tanzanian Shillings) every week.

He entered a lease-to-own arrangement with Simusolar to pay for his fishing lights and bought 21 lights in February 2017; it was his first time purchasing on credit.

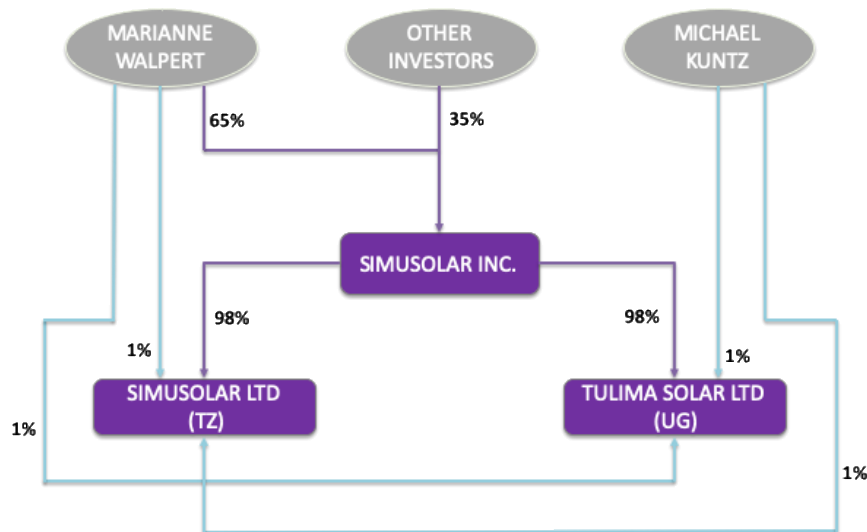
In total, his fishing boats now generate about 3,000,000 TZS per month, an increase of 500,000 TZS from before he owned the solar fishing lights. In addition to fishing, his family's income is supported by retail services. Benedicto's only request is that Simusolar increases their supply of fishing lights, so that more people can access these.

*"I had a lot of challenges with using kerosene lanterns, and I heard I will only need sunlight with Simusolar. So, I decided to purchase it. It is a light which makes fisherman enjoy fishing since it has no disturbances. It is also not easy to get lost since it can be tracked and is a durable light." – Benedicto Mazaga*

### 3c. Organisational Structure

#### SIMUSOLAR GROUP STRUCTURE

Current Shareholdings MAY 2020



### 3d. Management Team

- Marianne Walpert, Co-CEO, (Dar) is a veteran of the solar industry. Walpert is a serial entrepreneur from the dawn of the residential and commercial solar sectors to the off-grid solar sector in Tanzania. Simusolar is her second venture in Tanzania, building on her understanding of needs in rural communities. By training and interest she is a physicist, teacher, solar car racer, and inspiration.
- Michael Kuntz, CFA, Co-CEO, (Dar) has over 12 years of experience in corporate finance, risk management, structured products, and microfinance. He was previously the COO of the company, promoted in 2019. He also has 5 years experience operating social ventures in Peru, Nigeria and Tanzania.
- Vivien Patt, CFA, CFO, (Kampala) seasoned CFO with progressive finance leadership positions at UBS Global Asset Management, Coutts Group, Remark International, and International Medical Group. She started her career as a CPA accountant with KPMG. She is also an impact investor with experience in the region.
- **Cesear Mloka**, (Dar) Commercial Director, 10+ years senior management experience at Airtel, Barclays, Diageo, and others. She

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sits on the board of several innovative startups and is a seasoned marketing strategist.

- **Charles Mbatia**, (Dar) Director of Operations with five years progressive experience at Deloitte Consulting subsequent receiving his degree from Stanford University.
- **Vaibhav Vaidya, PhD**, (Dar) Engineering and Information Systems Manager who has developed solar, electric and other technologies at Intel Labs and leads PAYG development at Simusolar.
- **Claudia Samwel**, (Dar) Head of HR, experienced human resources leader that was instrumental at Helios Tower (the cellular tower monopolist in Tanzania) expansion and Gastby International.

## 4. Business in detail

In this section, a more in-depth financial analysis is presented and entails a financial analysis, offers a few key financial ratios that describe the liquidity and solvency position, and a brief cash flow analysis.

### Financial analysis

#### *FY19 Performance (vs FY2018)*

Comparing year over year, Simusolar grew total revenues by 68%. Excluding project revenue, unit sales increased by 100%. Gross margins declined to 54% (c. 69% in FY2018) as some legacy inventory was written off, but the Company anticipates a long-term rate closer to 70% based on its estimated product mix.

#### *Liquidity*

Payment plans from PAYG usually have durations ranging from six months to three years. Simusolar has opted for a 6 - to 18-months duration with some optionality available for clients to pay faster and receive discounts or extend credit (see Section 3.a for more detail). The longer the payment period the more the cash cycle of the company is stretched. The cash cycle measures the time for invested cash to return to the company. Simusolar has projected an increase in debt over the coming years which is accompanied by a growing accounts receivable portfolio. The accounts receivable portfolio positively affects the current ratio<sup>3</sup>. The projected current ratio of 2.79x (as of Q1 2020) reflects a strong ability to meet

<sup>3</sup> Current ratio is the ratio of current assets to current liabilities

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short-term debt obligations. The company currently has a negative Interest and debt service cover ratio<sup>4</sup>. This is due to the operating losses (negative Earnings Before Interest and Tax (EBIT)), expected to continue in 2021 and turn positive as of 2022. The company therefore needs to attract new funding in order to pay down their prior financial obligations and has been successful in doing so far. In March and April of 2020, Simusolar closed \$2 million in subordinate (equity-like) convertible note investments with several leading institutional impact investors: Acumen (\$750k), Chroma Impact (\$500k) & Impact Capital (\$750k). An additional \$1 million is anticipated before year end.

Furthermore, Simusolar has ambitions for local currency financing of the accounts receivable portfolio to complement the Energise Africa facility and diversify the FX exposure of the company's assets.

### *Solvency*

In 2020, the company projects ending the year with positive tangible net worth and a corresponding positive gearing ratio. Convertible notes are treated as equity-like due to their subordinate capital status; the Total Equity / Total Assets ratio is estimated to close at 40%. The projected solvency ratio<sup>7</sup> indicates a strong position and reflects the ability to raise more debt if necessary. This is supported by an increasing Earnings Before Interest Tax Depreciation and Amortization (EBITDA) from 2021 and corresponding decline in the debt/EBITDA ratio.

### *Cash flow analysis Borrower*

The cash cycle of the company is relatively long due to the large investments in working capital and supply lead times. The PAYG payment plans put pressure on the company's cash cycle as it stretches the incoming cash flow. This is a characteristic of the business model and consequently causing the company's cash flow from operations to be negative over the projected years. In order to generate the projected increase in the accounts receivable portfolio, working capital investments are required which negatively affects the cash flow from operations.

### *Collateral analysis*

Simusolar provide customers with 'lease-to-own products'. The company has a system in place dealing with customers in arrears. The company is able to remotely lock the system and repossess it when necessary. As explained in the business analysis paragraph the company performs a credit check before onboarding clients.

What should be taken into consideration is that the main portion of the company's current assets are in the form of receivables. In a distressed situation it is questionable if these receivables can be successfully recuperated. The Energise

<sup>4</sup> Debt service cover ratio is the ratio of Earnings Before Interest and Tax to total debt payments

<sup>7</sup> The solvency ratio is the ratio of tangible net worth to total assets

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Africa note issuance will rank pari-passu with every existing unsecured senior lender and one shareholder convertible loan.

## 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.

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
- Daphne Pit – former Manager of the Green and Inclusive Economy team at Doen Foundation
- Hatem Mahbouli – Former investment officer at FMO, presently senior investment officer at ELECTRIFI

### 5a. Risk factors to take into consideration

Outlined below are some of the more general risks associated with investing in unlisted and unsecured bonds 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, unsecured bonds**

By investing in an unsecured bond, you are lending your money to a business (Simusolar Inc), with all the risks that this involves. It is also difficult to get out of the investment early. Unsecured bonds are 'fixed interest' investments. This means that the interest rate on the money you lend is set in advance. However,

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interest payments on your money and the return of your capital are not guaranteed and depend on the performance of Simusolar Inc.

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.
- The inventory of the company might experience shortfalls due to the cross-border structure of the supply chain.
- Competitors may enter the market with superior product/service and suppliers may default.
- Simusolar may be unable to raise sufficient future capital to sustain its operations and expansion plans; however, the Company has shown a strong track record of attracting debt and equity in the past, including its most recent convertible notes fundraising.
- Operational costs may rise faster than anticipated due to unforeseen changes in the market conditions. Management and key staff turnover could affect the performance of the Company.
- 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 Simusolar 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 Simusolar borrows in GBP and repays in GBP, it has revenue and cost streams in Tanzanian Shilling (“TZS”) and Ugandan shilling (“UGX”). If the TZS or UGX 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. Lendahand Ethex Ltd, trading as Energise Africa, recognizes this risk and has therefore set up a small foreign exchange (“FX”) fund to cover potential losses to a certain extent.
- As a direct result of COVID-19 measures, sales and collections by the Company may be impacted negatively. There could also be macroeconomic impacts in Tanzania or Uganda that reduces customers’ ability to repay, and hence the Company’s collections rate. Whilst the Company has cost-saving

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plans in place to reduce the negative impact on its bottom line, it also increases the need for external equity investments to bolster the Company's short-term liquidity position.

### **Risks for Energise Africa**

- 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. This is a clear segregation from the assets of the Hands-on B.V. The flow of money is also segregated, namely via the payment service provider (ShareInPay) of the Energise Africa platform
- 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's main operations are in Sub-Saharan Africa, therefore investors should consider of the potential for changes in the political climate. Elections often have a strong 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 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.
- 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.
- Natural disasters tend to occur more regularly in emerging markets and/or the effects have a more profound impact due to lacking emergency

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(government) responsiveness or general infrastructure, than is the case in developed nations, and can have a profound impact on local economies and communities.

- Emerging markets may also be more receptive to being the stage of (civil) war or other types of social instability. This is largely related to the economic and political situation of a country.

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. Simusolar will assess each future project on its own financial merits at the time.
- The impact of Brexit: As of 29 March 2017, Britain will begin the process of leaving Europe. Aside currency fluctuations, we are confident that this will have little impact on Simusolar's activities in Africa, nor on the activities of Energise Africa or those their parent organisations in the UK & The Netherlands.

## **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:

- *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
- *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

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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
- *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. In certain cases, we may decide to cease the funding flow. If any of the covenants are breached, we may call an event of default<sup>9</sup> or start other remedial actions available to us..

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 (Simusolar) 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 issuer's (Simusolar'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 2% prepayment fee on the amount prepaid. Hence in certain circumstances, investors will receive (part) of their investments back early (including interest to date). Such early repayment option is common in the industry and provides a company with flexibility that in the end could benefit the end clients, e.g. fisherman and farmers in rural 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>

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<sup>9</sup> 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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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 UK NOTES

of

**SIMUSOLAR INC.**, a Delaware registered C-Corp incorporated under the laws of the United States of America, with its registered office at 548 Market St. Unit 76691, San Francisco, CA 94104 and presently holding its offices at Plot 16 Balewa Road, Isamilo, Ilemela, Mwanza, Tanzania **(the “Issuer”)**;

#### Article 1 DEFINITIONS

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

<b>AFM</b>	the Dutch Authority for the Financial Markets ( <i>Stichting Autoriteit Financiële Markten</i> );
<b>Annex</b>	an annex to these Terms and Conditions;
<b>Business Day</b>	any day on which banks are open for business in the place of business of the Issuer;
<b>Energise Africa</b>	an initiative where solar home systems and solar productive equipment providers can attract flexible debt funding via the Energise Africa website in the United Kingdom ( <a href="http://www.energiseafrica.com">www.energiseafrica.com</a> );
<b>Event of Default</b>	each of the events stated in Article 7;
<b>Ethex</b>	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;
<b>FCA</b>	The Financial Conduct Authority of the United Kingdom;
<b>FSA</b>	The Dutch Financial Supervision Act ( <i>Wet op het financieel toezicht</i> )

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<b>Fully Funded Notice</b>	Notice given by the Issuer to Energise Africa 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 Notes in accordance with the Issuer Access Agreement upon issuance of the signed Fully Funded Notice;
<b>GBP</b>	pound sterling, the official currency of the United Kingdom;
<b>Giro Act</b>	The Dutch Securities Giro Act ( <i>Wet op het giraal effectenverkeer</i> );
<b>Information Request</b>	shall have the meaning set forth in Article 10.1;
<b>Interest Payment Date</b>	shall have the meaning set forth in Article 3.2;
<b>Issuance</b>	shall have the meaning set forth in Article 2.1;
<b>Issue Date</b>	shall have the meaning set forth in Article 3.1;
<b>Issuer</b>	Simusolar Inc., a Delaware registered C-Corp incorporated under the laws of the United States of America, with its registered office at 548 Market St. Unit 76691, San Francisco, CA 94104 and presently holding its offices at Plot 16 Balewa Road, Isamilo, Ilemela, Mwanza, Tanzania;
<b>Issuer Access Agreement</b>	The agreement concluded between the Issuer and Energise Africa that allows the Issuer access to the Energise Africa Website so that the Issuer can offer and issue Notes to Investors through this website;
<b>Investors</b>	the investors in the Notes;
<b>Lendahand</b>	<b>Hands-on B.V.</b> , 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 Conradstraat 38 - D1.150, 3013 AP Rotterdam, the Netherlands;
<b>Lendahand Ethex</b>	<b>Lendahand Ethex Ltd.</b> , trading as Energise Africa, 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

Lendahand Ethex Ltd, *trading as Energise Africa* (FRN: 776908) is an appointed representative of ShareIn Limited (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's *trading as Energise Africa* registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

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 ([www.energiseafrica.com](http://www.energiseafrica.com));

<b>Energise Africa Website</b>	the internet website operated by Energise Africa that allows investors to select and fund Projects by investing in the Notes ( <a href="http://www.energiseafrica.com">www.energiseafrica.com</a> );
<b>Material Adverse Effect</b>	means any circumstance or event which (A) has a material adverse effect for the Investor on the validity, legality or enforceability of the Notes (B) has a material adverse effect on the business, properties, assets, condition (financial or otherwise) of the Issuer, (C) impairs materially the ability of the Issuer to duly and punctually pay or perform its obligations under the Notes;
<b>Notes</b>	the notes of the Issuer issued in accordance with these Terms and Conditions by the Issuer;
<b>Outstanding Amount</b>	the principal amount outstanding under the Notes, which at the Issue Date is GBP 50 per Note and which principal amount may decrease over time based on early repayments in accordance with Article 4;
<b>Prepayment Amount</b>	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;
<b>Prepayment Date</b>	shall have the meaning set forth in Article 4.2;
<b>Principal Amount</b>	means GBP 50 per Note as at the Issue Date, which amount may decrease if and when the Issuer makes early Repayments on the Notes;
<b>Project</b>	the Project as set out on the Energise Africa Website;
<b>Repayment</b>	shall have the meaning set forth in Article 4;
<b>Security Right</b>	shall have the meaning set forth in Article 11.1;
<b>Terms and Conditions</b>	the terms and conditions of the Notes as set forth herein;

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**Voluntary Prepayment** shall have the meaning set forth in Article 4.2.

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 Ltd, trading as Energise Africa is an appointed representative of Share In Ltd (authorised and regulated by the FCA, FRN:603332). It may market financial promotions and execute orders. Energise Africa, 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 country of the 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.

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- 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 Investors.
- 2.10 Notes do not give right to ownership, voting rights or meeting rights.
- 2.11 The terms and conditions of Energise Africa 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 as 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 and such date is specified in **Annex I** hereof (the "**Issue 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 Issue 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 Issue Date.
- 3.4 Interest will be paid on the Interest Payment 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**. Principal repayments commence 12 months after the Issuance Date and are paid semi-annual and in equal instalments.
- 4.2 Not earlier than 12 (twelve) months after the issuance 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 point five percent) of the Prepayment Amount, and 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 Energise Africa.
- 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 in the payment of any amount of principal, interest, fees 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.

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

- 5.1 All taxes charged in the United States 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.

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

- 5.1 All taxes charged in the United States 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 Within 180 (one hundred eighty) days after the year end, the Issuer shall publish a copy of its audited financial statements through the Energise Africa Website.
- 6.2 The Issuer shall obtain, 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 and to ensure the legality, validity, enforceability or admissibility in evidence of the Notes in its jurisdiction of incorporation.
- 6.3 The Issuer shall comply in all respects with all laws to which it may be subject, except when such failure to comply would not result in a Material Adverse Effect.
- 6.4 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.
- 6.5 The Issuer shall not undertake or permit any merger, demerger, amalgamation or corporate restructuring, which has or could reasonably be expected to have a Material Adverse Effect.
- 6.6 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) 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;
- (ii) 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;
- (iii) 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 7 (seven) days after the Investors' relevant notice to the Issuer which notice shall at all times be given by Lendahand on behalf of the Investors;
- (iv) an attachment or execution affects 20% (twenty percent) of the assets of the Issuer and is not discharged within 14 (fourteen) days;
- (v) the Issuer under its relevant jurisdiction is declared bankrupt or is granted a moratorium or a request for bankruptcy or moratorium is filed;
- (vi) the Issuer is dissolved, a resolution for its dissolution is passed or a request for its dissolution is filed;
- (vii) 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;
- (viii) all material authorizations, approvals, licenses and consents, required or desirable to enter into and perform the obligations under the Notes and carry on the business of the Issuer, have not been obtained and/or are not or no longer effected and are effective (which shall at all times exclude any registrations or filings);
- (ix) any material debt of the Issuer in an amount exceeding 3% (three percent) of Total Equity is not paid when due nor within any originally applicable grace period, or any material debt of the Issuer in an amount

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exceeding 3% (three 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);

- (x) any event or circumstance occurs that, in the opinion of the Issuer, might have, directly or indirectly, a Material Adverse Effect on the Issuer's ability to perform any of its payment obligations under the Notes; or
- (xi) any event of default under the Website Issuer Access Agreement concluded between Lendahand 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.

## **Article 8 REPRESENTATIONS AND WARRANTIES**

8.1 The Issuer explicitly represents and warrants that:

- (i) The Issuer is a company, duly organized, validly existing and in good standing under the laws of its jurisdiction. The Issuer has the power to own its assets and carry on its business substantially as it is being conducted;
- (ii) 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 issue date of the Notes;
- (iii) The Issuer is authorized and licensed and has the capacity to fulfil its obligations under the Notes, to offer and issue the Notes;
- (iv) No Event or Default is outstanding or likely to result from the Notes;
- (v) 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

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unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally;

- (vi) 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 there is prior written consent of the Investors;
- (vii) The Issuer shall not 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, if the earning before tax over the last 12 (twelve) months is negative or an Event of Default has occurred and is continuing, or would occur; and
- (viii) 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.

8.2 Investors will not directly approach the Issuer, but will approach Energise Africa and instruct Energise Africa to act on their behalf but only in accordance with the terms agreed between Energise Africa and the Issuer.

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

(a) on the Issue Date; and

(b) on each Interest Payment Date;

by reference to the facts and circumstances then existing.

## **Article 9      PRESCRIPTION**

9.1 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.

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## Article 10 INFORMATION REQUEST

- 10.1 Holders of the Notes have the right to proactively ask the Issuer to be provided with additional information, true and complete, regarding the repayment of any amount due under the Notes (the “**Information Request**”). 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 Energise Africa; Lendahand Ethex will pass on any information received from the Issuer to the holders of the Notes resulting from the Information Request.
- 10.2 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 Energise Africa. Energise Africa 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 (Hands-on B.V.) 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 holders of the Notes.

## Article 11 SECURITY

- 11.1 The Notes are unsecured.

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

### 12.2 Notifications

- a. All notices and other communications relating to the Notes shall be sent to the following addresses:
- (i) For Investors:

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Lendahand Ethex Ltd, trading as Energise Africa  
The Old Music Hall  
106-108 Cowley Road  
OX4 1JE  
Oxford  
United Kingdom

Email address: help@energiseafrica.com

- (ii) For Issuer:  
Simusolar Inc.  
PO Box 2759  
Mwanza, Tanzania

email address: mkuntz@simusolar.com

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.

- b. 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;
  - (ii) 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.

- 12.4 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

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

**Article 13 JURISDICTION AND CHOICE OF LAW**

13.1 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.

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

**Annex I**  
**Issuance Terms UK Notes**

- Issuer : Simusolar Inc
- Underlying Project Name : Simusolar Issue 9
- Depot ID : Subject to confirmation
- Issue Date : Subject to confirmation
- Maturity Date : 24 months after the Issue Date
- Currency : GBP
- Total Issue Amount : GBP 75,000
- Total number of Notes Issued : 1,500
- Interest Rate : 8% per annum
- Grace Period (Principal) Issue Date : 12 months, 1st repayment 12 months after Issue Date

*Amortization Schedule per £50 note (example)*

1st Repayment Date	1st Principal	1st Interest	1st Total	2nd Repayment Date	2nd Principal	2nd Interest	2nd Total
01/03/2021		£2.00	£2.00	01/09/2021	£16.67	£2.00	£18.67
3rd Repayment Date	3rd Principal	3rd Interest	3rd Total	4th Repayment Date	4th Principal	4th Interest	4th Total
01/03/2022	£16.67	£1.33	£18.00	01/09/2022	£16.67	£0.67	£17.33

Lendahand Ethex Ltd, trading as *Energise Africa* (FRN: 776908) is an appointed representative of ShareIn Limited (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's trading as *Energise Africa* registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

## 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

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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.

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## For more information

Complaints – Any complaints about the Investment Offer should be sent to [help@energiseafrica.com](mailto: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](http://www.financialombudsman.org.uk).

If you wish to invest online, please visit [www.energiseafrica.com](http://www.energiseafrica.com).

Please call or email [help@energiseafrica.com](mailto: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, trading as Energise Africa and DFID Crowdfunding Campaign

The logo for Energise Africa, featuring the word "ENERGISE" in a bold, dark red font above the word "AFRICA" in a bold, yellow font. The logo is centered within a thin black rectangular border.