

INVESTOR AGREEMENT

A. RISK STATEMENT

- Equity crowdfunding is risky.
- Investment in Equity Crowdfunding is speculative and carries risk.
- You may lose your entire investment, and must be in a position to bear this risk without undue hardship.
- The laws of the Republic of Zimbabwe normally require people who offer financial products to give information to investors before they invest. This requires those offering financial products to have disclosed information that is important for investors to make an informed decision.
- The disclosure does not apply now since this (Issue of Crowd NOTES) financial product the Securities and Exchange Commission of Zimbabwe Fintech Regulatory Sandbox. As a result, you may not be given all the information usually required.
- Ask questions, read all information given carefully, and seek independent financial advice before committing yourself to any investment.

IMPORTANT NOTICE

Homeslea does not provide any financial, investment, legal or tax advice or recommendations to potential investors wishing to invest. Homeslea does not guarantee or endorse any investment. Investors should make their own assessments of any investment opportunity offered by Homeslea, and should seek independent advice before committing to any investment.

ADDITIONAL INFORMATION

Investing in Homeslea can be rewarding, although there are a number of factors to understand. To help you understand the risks associated with Equity Crowdfunding, please read and be aware of the following:

1. DIVERSIFICATION

Investing in Equity Crowdfunding should be done as part of a diversified portfolio. This means that as an asset class, the Homeslea investment should only make up a portion of your portfolio, with the balance of your portfolio being made up of more liquid assets such as listed shares and bonds.

This also means that within the portion you invest in Homeslea, you should spread your risk and diversify your investment. We would suggest that you consider investing small amounts in multiple investments rather than all of your portfolio allocation in Homeslea.

2. LOSS OF CAPITAL

The majority of early stage private companies fail or do not scale as planned, and therefore investing in these businesses involves significant risk. While you are only limited to losing your investment, it is likely that you may lose all, or part, of your investment.

You should not invest more money in Homeslea than you can afford to lose without altering your standard of living. If Homeslea fails, we can only pay you from the proceeds of liquidation. If there is nothing to sell or liquidate, we are not under any obligation to pay you back any portion of your investment.

3. LACK OF LIQUIDITY

Liquidity is the ease with which you can sell your shares after you have purchased them. Your financial stake or investment in Homeslea cannot be sold easily and may only be sold or traded after listing on the stock exchange. Private companies rarely list shares on such an exchange.

There may be the future opportunity for listing on the Stock Exchange, which will allow you to potentially sell your shares, however this is not available at the moment and there are no guarantees it will be available in the future.

4. RARITY OF DIVIDENDS

Dividends are profits paid to shareholders from a company's profits. While this is desirable from a shareholder's point of view, early stage companies like Homeslea often seek high growth and therefore typically reinvest profits into growing the business to achieve greater long-term value to shareholders. This means that if you invest in a company through the platform, even if it is successful you are unlikely to see any return of capital or profit until you are able to sell your shares in the company. Even for a successful company, this is unlikely to occur for a number of years from the time you make your investment.

5. DILUTION

Any investment in shares in Homeslea may be subject to dilution in the future. Dilution occurs when a company issues more shares. Dilution affects every existing shareholder who does not buy any of the new shares being issued. As a result, an existing shareholder's proportionate shareholding of the company is reduced, or 'diluted'-this has an effect on a number of things, including voting, dividends and value.

Businesses can have and issue different classes of shares, which will assign different rights to you as a shareholder. Such things as pre-emption rights on new share issues or share transfers and voting may affect your shareholding so please ensure you are aware of the capital structure and class of shares you will be buying. This information will be set out in the offer materials details provided by Homeslea.

6. RELIANCE ON FOUNDERS

When investing in private companies, as well as public companies, there can be significant reliance on the founders of the business, the directors, and the management team. You should take steps to satisfy yourself as to who is involved in Homeslea you are investing in.

While the above are all important considerations, the prevailing economic, tax and regulatory conditions may also impact the performance of your Homeslea investment as they would the balance of any investment portfolio.

B. HOMESLEA CROWD NOTE [2022 SERIES]

THE OFFERING AND ISSUANCE OF THIS INSTRUMENT AND ANY SECURITIES ISSUABLE PURSUANT HERETO IS NOT ACCOMPANIED BY A PROSPECTUS REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OF ZIMBABWE, THESE SECURITIES MAY NOT BE RE-OFFERED OR RESOLD UNLESS THE RE-OFFER AND RESALE ARE MADE IN COMPLIANCE WITH THE SECURITIES ACT [CHAPTER 24:25] OF ZIMBABWE.

THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED IN THIS CROWD NOTE AND UNDER THE SECURITIES ACT AND APPLICABLE REPUBLIC OF ZIMBABWE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

HOMESLEA REAL ESTATE PRIVATE LIMITED, a limited liability company (the "Company"), hereby issues to the Investor and all other Series 2022 Crowd Note holders, ("Investors") the right to certain units of the Company's Equity Interests (defined below), subject to the terms set forth below.

The "Pre Money Valuation Cap" is \$xxxxxxx

See Section 2 for certain additional defined terms.

1. Events

a. Equity Financing.

- i. If an Equity Financing occurs before this instrument terminates in accordance with Sections 1(b)-(d) (“First Equity Financing”), the Company shall notify the Investor of the closing of the First Equity Financing and of the Company’s discretionary decision to either:
 1. continue the term of this Crowd Note without converting the Purchase Amount to Capital Stock; or
 2. issue to the Investor a number of shares of the CF Shadow Series of the Capital Stock (whether Preferred Stock or another class issued by the Company) sold in the First Equity Financing. The number of shares of the CF Shadow Series of such Capital Stock shall equal (a) if the pre-money valuation of the Company is less than or equal to the Valuation Cap, the quotient obtained by dividing (x) the Purchase Amount by (y) the applicable Conversion Price (such applicable Conversion Price, the “First Equity Financing Price”); or (b) if the pre-money valuation of the Company is greater than the Valuation Cap, the quotient obtained by dividing the Purchase Amount by the Crowd Note Price (either the Conversion Price or the Crowd Note Price, as applicable, the “**First Equity Financing Price**”).
- ii. (ii) If the Company elects to continue the term of this Crowd Note Agreement past the First Equity Financing and another Equity Financing occurs before the termination of this Crowd Note in accordance with Sections 1(b)-(d) (each, a “**Subsequent Equity Financing**”), the Company shall notify the Investor of the closing of the Subsequent Equity Financing and of the Company’s discretionary decision to either:
 1. continue the term of this Crowd Note without converting the Investor’s Purchase Amount to Capital Stock; or
 2. issue to the Investor a number of shares of the CF Shadow Series of the Capital Stock (whether Preferred Stock or another class issued by the Company) sold in the Subsequent Equity Financing. The number of shares of the CF Shadow Series of such Preferred Stock shall equal to the quotient obtained by dividing (x) the Purchase Amount by (y) the First Equity Financing Price.

b. Liquidity Event.

If there is a Liquidity Event before the termination of this instrument and before any Equity Financing, the Investor will, at its option, either

- i. receive a cash payment equal to the Purchase Amount (subject to the following paragraph) or
- ii. automatically receive from the Company a number of shares of Common Stock equal to the Purchase Amount divided by the Liquidity Price, if the Investor fails to select the cash option. In connection with this Section 1(b)(i), the Purchase Amount will be due and payable by the Company to the Investor immediately prior to, or concurrent with, the consummation of the Liquidity Event. If there are not enough funds to pay the Investor

and holders of other Crowd NOTES (collectively, the “**Cash-Out Investors**”) in full, then all of the Company’s available funds will be distributed with equal priority and pro rata among the Cash-Out Investors in proportion to their Purchase Amounts.

- iii. If there is a Liquidity Event after one or more Equity Financings have occurred but before the termination of this instrument, the Investor will, at its option, either
 1. receive a cash payment equal to the Purchase Amount (as described in the foregoing paragraph) or
 2. automatically receive from the Company a number of shares of the most recent issued Capital Stock (whether Preferred Stock or another class issued by the Company) equal to the Purchase Amount divided by the First Equity Financing Price, if the Investor fails to select the cash option. Shares of Capital Stock granted in connection therewith shall have the same liquidation rights and preferences as the shares of Capital Stock issued in connection with the Company’s most recent Equity Financing.
- c. **Dissolution Event.** If there is a Dissolution Event before this instrument terminates in accordance with Sections 1(a) or 1(b), subject to the preferences applicable to any series of Preferred Stock, the Company will distribute its entire assets legally available for distribution with equal priority among the
 - i. Investors (on an as converted basis based on a valuation of Common Stock as determined in good faith by the Company’s board of directors at the time of Dissolution Event),
 - ii. all other holders of instruments sharing in the assets of the Company at the same priority as holders of Common Stock upon a Dissolution Event and
 - iii. and all holders of Common Stock.
- d. **Termination.** This instrument will terminate (without relieving the Company or the Investor of any obligations arising from a prior breach of or non-compliance with this instrument) upon the earlier to occur:
 - i. the issuance of shares in the CF Shadow Series to the Investor pursuant to Section 1(a) or Section 1(b); or
 - ii. the payment, or setting aside for payment, of amounts due to the Investor pursuant to Sections 1(b) or 1(c).

2. Definitions

“**Capital Stock**” means the capital stock of the Company, including, without limitation, Common Stock and Preferred Stock.

“**CF Shadow Series**” shall mean a series of Capital Stock that is identical in all respects to the shares of Capital Stock (whether Preferred Stock or another class issued by the Company) issued in the relevant Equity Financing (e.g., if the Company sells Series A Preferred Stock in an Equity Financing, the Shadow Series would be Series A-CF Preferred Stock), except that:

CF Shadow Series shareholders shall have no voting rights and shall not be entitled to vote on any matter that is submitted to a vote or for the consent of the stockholders of the Company;

Each of the CF Shadow Series shareholders shall enter into a proxy agreement, in the form of Exhibit A attached hereto, appointing the Trustee/Custodian as its irrevocable proxy with respect to any matter to which CF Shadow Series shareholders are entitled to vote by law. Entering into such proxy agreement is a condition of receiving CF Shadow Shares and such agreement provides that the Trustee/Custodian will vote with the majority of the holders of the relevant class of the Company's Capital Stock on any matters to which the proxy agreement applies; and

CF Shadow Series shareholders have no information or inspection rights, except with respect to such rights deemed not waivable by laws.

“Change of Control” means

- (i) a transaction or series of related transactions in which any “person” or “group”, becomes the “beneficial owner” (as defined in Securities Act), directly or indirectly, of more than 50% of the outstanding voting securities of the Company having the right to vote for the election of members of the Company’s board of directors,
- (ii) any reorganization, merger or consolidation of the Company, other than a transaction or series of related transactions in which the holders of the voting securities of the Company outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of the Company or such other surviving or resulting entity or
- (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

“Common Stock” means common stock of the Company.

“Conversion Price” means

- (i) with respect to a conversion pursuant to Section 1(a), the lowest price per share of the securities sold in the Equity Financing; and
- (ii) (ii) with respect to a conversion pursuant to Section 1(b), the quotient resulting from dividing (x) the Company’s current valuation immediately prior to the closing of the Liquidity Event by (y) the Fully Diluted Capitalization immediately prior to the closing of the Liquidity Event.

“Dissolution Event” means

- (i) a voluntary termination of operations,
- (ii) a general assignment for the benefit of the Company’s creditors,
- (iii) the commencement of a case (whether voluntary or involuntary) seeking relief under (the any Bankruptcy law), or
- (iv) any other liquidation, dissolution or winding up of the Company (excluding a Liquidity Event), whether voluntary or involuntary.

“Equity Financing” shall mean the next sale (or series of related sales) by the Company of its Equity Securities to one or more third parties following the date of this instrument from which the Company receives gross proceeds of not less than \$1,000,000 cash or cash equivalent (excluding the conversion of

any instruments convertible into or exercisable or exchangeable for Capital Stock, such as Crowd Notes or convertible promissory notes) with the principal purpose of raising capital.

“Equity Securities” shall mean Common Stock or Preferred Stock or any securities convertible into, exchangeable for or conferring the right to purchase (with or without additional consideration) Common Stock or Preferred Stock, except in each case,

- (i) any security granted, issued and/or sold by the Company to any director, officer, employee, advisor or consultant of the Company in such capacity for the primary purpose of soliciting or retaining his, her or its services,
- (ii) any convertible promissory notes issued by the Company, and
- (iii) any Crowd Notes issued.

“Fully Diluted Capitalization” shall mean the aggregate number of issued and outstanding shares of Capital Stock, assuming full conversion or exercise of all convertible and exercisable securities then outstanding, including shares of convertible Preferred Stock and all outstanding vested or unvested options or warrants to purchase Capital Stock,

but excluding;

- (i) the issuance of all shares of Capital Stock reserved and available for future issuance under any of the Company’s existing equity incentive plans,
- (ii) convertible promissory notes issued by the Company,
- (iii) any Crowd Notes, and
- (iv) any equity securities that are issuable upon conversion of any outstanding convertible promissory notes or Crowd Notes.

“IPO” means the closing of the Company’s first firm commitment underwritten initial public offering of Common Stock pursuant to an effective registration statement filed under the Securities Act.

“Liquidity Capitalization” means the number, as of immediately prior to the Liquidity Event, of shares of the Company’s capital stock (on an as-converted basis) outstanding, assuming exercise or conversion of all outstanding vested and unvested options, warrants and other convertible securities, but excluding:

- (i) shares of Common Stock reserved and available for future grant under any equity incentive or similar plan;
- (ii) any Crowd notes; and
- (iii) convertible promissory notes.

“Liquidity Event” means a Change of Control or an IPO.

“Liquidity Price” means the price per share equal to the Valuation Cap divided by the Liquidity Capitalization.

“Lock-up Period” means the period commencing on the date of the final prospectus relating to the Company’s IPO, and ending on the date specified by the Company and the managing underwriter(s). Such period shall not exceed one hundred eighty (180) days, or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on

- (i) the publication or other distribution of research reports, and

- (ii) analyst recommendations and opinions.

“Preferred Stock” means the preferred stock of the Company.

“SECZIM FINTEC Regulatory Sandbox” means The Fintech Regulatory Sandbox promulgated by the Securities and Exchange Commission of Zimbabwe, intended for innovators in the financial services sector who have already developed their service, product or business model and are ready to undertake a proof of concept through monitored market testing. The issue of this Crowd NOTE is a sandbox activity, which shall be tested by Homeslea and monitored by the Securities and Exchange Commission of Zimbabwe in terms of the Securities ACT, Chapter 24:25; and any other relevant regulations.

“Crowd Note” means an instrument containing a future right to Capital Shares, similar in form and content to this instrument, purchased by investors for the purpose of funding the Company’s business operations. References to “this NOTE” mean this specific instrument.

“Crowd Note Price” means the price per share equal to the Valuation Cap divided by the Fully Diluted Capitalization.

“Pitch” offering information inviting investors to purchase convertible notes

3. Company Representations

- a. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of Zimbabwe, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted. The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to the Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of
 - i. its current charter or bylaws;
 - ii. any material statute, rule or regulation applicable to the Company; or
 - iii. any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.
- b. The performance and consummation of the transactions contemplated by this instrument do not and will not:
 - i. violate any material judgment, statute, rule or regulation applicable to the Company;

- ii. result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or
 - iii. result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.
- c. No consents or approvals are required in connection with the performance of this instrument, other than:
 - i. the Company's corporate approvals;
 - ii. any qualifications or filings under applicable securities laws; and
 - iii. necessary corporate approvals for the authorization of shares of CF Shadow Series issuable pursuant to Section 1.
- d. The Company shall, prior to the conversion of this instrument, reserve from its authorized but unissued shares of Capital Stock for issuance and delivery upon the conversion of this instrument, such number of shares of the Capital Stock as necessary to effect the conversion contemplated by this instrument, and, from time to time, will take all steps necessary to amend its charter to provide sufficient authorized numbers of shares of the Capital Stock issuable upon the conversion of this instrument. All such shares shall be duly authorized, and when issued upon any such conversion, shall be validly issued, fully paid and non-assessable, free and clear of all liens, security interests, charges and other encumbrances or restrictions on sale and free and clear of all preemptive rights, except encumbrances or restrictions arising under federal or state securities laws.
- e. The Company is
 - i. not required to file reports pursuant to the Securities Exchange Act (the "Exchange Act"),
 - ii. not an investment company as defined in Company Act, and is not excluded from the definition of investment company of such Act,
 - iii. not disqualified from selling promissory notes/securities under Rules of SECZIM FINTEC Regulatory Sandbox,
 - iv. not barred from selling securities under Securities Act/Bill of exchanges act due to a failure to make timely annual report filings,
 - v. not planning to engage in a merger or acquisition with an unidentified company or companies, and
 - vi. (vii) organized under, and subject to, the laws of the Republic of Zimbabwe.

4. Investor Representations

- a. The Investor has full legal capacity, power and authority to execute and deliver this instrument and to perform its obligations hereunder. This instrument constitutes a valid and binding obligation of the Investor, enforceable in

accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

- b.** The Investor has been advised that this instrument and the underlying securities have not been registered under the Securities Act or any Zimbabwean securities laws and are offered and sold hereby pursuant to SECZIM FINTEC Regulatory Sandbox.
- c.** The Investor understands that neither this instrument nor the underlying securities may be resold or otherwise transferred unless they are registered under the Securities Act and applicable Zimbabwean securities laws or pursuant to the Rules of the SECZIM FINTEC Regulatory Sandbox, in which case certain Security Act transfer restrictions may apply.
- d.** The Investor is purchasing this instrument and the securities to be acquired by the Investor hereunder for its own account for investment, not as a Trustee/Custodian or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same. Each Investor understands that the Securities have not been, and will not be, registered under the Securities Act or any state securities laws, by reason of specific exemptions under the provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of each Investor's representations as expressed herein.
- e.** The Investor acknowledges, and is purchasing this instrument in compliance with, the investment limitations set forth in the rules of the SECZIM FINTEC Regulatory Sandbox, promulgated under the Securities Act.
- f.** The Investor acknowledges that the Investor has received all the information the Investor has requested from the Company and the Investor considers necessary or appropriate for deciding whether to acquire this instrument and the underlying securities, and the Investor represents that the Investor has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of this instrument and the underlying securities and to obtain any additional information necessary to verify the accuracy of the information given to the Investor. In deciding to purchase this instrument, the Investor is not relying on the advice or recommendations of the Company, its employees or agents and the Investor has made its own independent decision that an investment in this instrument and the underlying securities is suitable and appropriate for the Investor. The Investor understands that no Zimbabwean law has passed upon the merits or risks of an investment in this instrument and the underlying securities or made any finding or determination concerning the fairness or advisability of this investment.

- g. The Investor understands and acknowledges that as a Crowd Note investor, the Investor shall have no voting, information or inspection rights, aside from any disclosure requirements the Company is required to make under relevant securities regulations.
- h. The Investor understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for this instrument and the securities to be acquired by the Investor hereunder.
- i. If the Investor is not a Zimbabwean person, the Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for this instrument, including
 - i. the legal requirements within its jurisdiction for the purchase of this instrument;
 - ii. any foreign exchange restrictions applicable to such purchase;
 - iii. any governmental or other consents that may need to be obtained; and
 - iv. the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, conversion, redemption, sale, or transfer of this instrument.
- j. The Investor's Crowd Note Purchase and payment for and continued beneficial ownership of this instrument and the underlying securities will not violate any applicable securities or other laws of the Investor's jurisdiction.
- k. The Investor acknowledges that the Company has taken no action in foreign jurisdictions with respect to this instrument and the underlying securities.
- l. Each Investor further acknowledges that it has read, understood, and had ample opportunity to ask Company questions about its business plans, "Risk Factors," and all other information presented in the Company's "Pitch" and the offering documentation filed with the Securities and Exchange Commission of Zimbabwe.
- m. Each Investor represents that the Investor understands the substantial likelihood that the Investor will suffer a **TOTAL LOSS** of all capital invested, and that Investor is prepared to bear the risk of such total loss.

5. Transfer Restrictions.

- a. The Investor hereby agrees that during the Lock-up Period it will not, without the prior written consent of the managing underwriter:
 - i. lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into

- or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such shares or any such securities are then owned by the Investor or are thereafter acquired); or
- ii. enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise.
- b. The foregoing provisions of Section 5(a) will:
- i. apply only to the IPO and will not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement;
 - ii. not apply to the transfer of any shares to any trust for the direct or indirect benefit of the Investor or the immediate family of the Investor, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer will not involve a disposition for value; and
 - iii. be applicable to the Investor only if all officers and directors of the Company are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than 5% of the outstanding Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock.
- c. Notwithstanding anything herein to the contrary, the underwriters in connection with the IPO are intended third-party beneficiaries of Section 5(a) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto.
- d. The Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with Section 5(a) or that are necessary to give further effect thereto.
- e. In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to the Investor's registrable securities of the Company (and the Company shares or securities of every other person subject to the foregoing restriction) until the end of the Lock-up Period.
- f. The Investor agrees that a legend reading substantially as follows will be placed on all certificates representing all of the Investor's registrable securities of the Company (and the shares or securities of the Company held by every other person subject to the restriction contained in Section 5(a)):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD BEGINNING ON THE EFFECTIVE DATE OF THE COMPANY'S REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT [CHAPTER 25:24], AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES/CONVERTIBLE PROMISSORY NOTES, A COPY OF WHICH MAY BE OBTAINED AT THE

COMPANY'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

- g. Without in any way limiting the representations and warranties set forth in Section 4 above, the Investor further agrees not to make any disposition of all or any portion of this instrument or the underlying securities unless and until the transferee has agreed in writing for the benefit of the Company to make the representations and warranties set out in Section 4 and the undertaking set out in Section 5(a) and:
 - i. There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or
 - ii. The Investor shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition and, if reasonably requested by the Company, the Investor shall have furnished the Company with an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration of such shares under the Securities Act.
- h. The Investor agrees that it shall not make any disposition of this instrument or any underlying securities to any of the Company's competitors, as determined by the Company in good faith.
- i. The Investor understands and agrees that the Company will place the legend set forth below or a similar legend on any book entry or other forms of notation evidencing this Note and any certificates evidencing the underlying securities, together with any other legends that may be required by state or federal securities laws, the Company's charter or bylaws, any other agreement between the Investor and the Company or any agreement between the Investor and any third party:

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO THE SECURITIES AND EXCHANGE COMMISSION OF ZIMBABWE FINTEC REGULATORY SANDBOX UNDER THE SECURITIES ACT, AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ZIMBABWE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY THE SECURITIES ACT AND APPLICABLE ZIMBABWEAN SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

6. Miscellaneous

- a. The Investor agrees to take any and all actions determined in good faith by the Company's board of directors to be advisable to reorganize this instrument and any shares of Capital Stock issued pursuant to the terms of this instrument into a

special purpose vehicle or other entity designed to aggregate the interests of holders of Crowd Notes.

- b. Any provision of this instrument may be amended, waived or modified only upon the written consent of either
 - i. the Company and the Investor, or
 - ii. the Company and the majority of the Investors (calculated based on the Purchase Amount of each Investors Crowd Note).
- c. Any notice required or permitted by this instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.
- d. The Investor is not entitled, as a holder of this instrument, to vote or receive dividends or be deemed the holder of Capital Stock for any purpose, nor will anything contained herein be construed to confer on the Investor, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive Crowd Note Purchase rights or otherwise until shares have been issued upon the terms described herein.
- e. Neither this instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this instrument and/or the rights contained herein may be assigned without the Company's consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and *provided, further*, that the Company may assign this instrument in whole, without the consent of the Investor, in connection with a reincorporation to change the Company's domicile.
- f. In the event any one or more of the terms or provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this instrument operate or would prospectively operate to invalidate this instrument, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this instrument and the

remaining terms and provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

- g. All securities issued under this instrument may be issued in whole or fractional parts.
- h. All rights and obligations hereunder will be governed by the laws of Zimbabwe, without regard to the conflicts of law provisions of such jurisdiction.
- i. Any dispute, controversy or claim arising out of, relating to or in connection with this instrument, including the breach or validity thereof, shall be determined by final and binding arbitration administered by reputable licensed Arbitrator. The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default thereof, appointed by the accordance with its Commercial Rules. The place of arbitration shall be Harare, Zimbabwe. Except as may be required by law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

7. AGREEMENT AND SIGNATURES

- a. This Crowd Note is effective once you have confirmed your agreement to it (via electronic signature in the INVESTOR APPLICATION FORM). You agree for the purposes of the Securities and Exchange Commission of Zimbabwe Fintech Regulatory Sandbox promulgated under the Securities Act [Chapter 24:25], as applicable, to be bound by any agreement reached through electronic means.
- b. You shall sign this Crowd Note by typing in your name in the signature field provided (electronic signature) in the Investor Application Form.
- c. If you are accepting are applying as a trustee of a trust, by signing the Investment on the Investor Application form using your electronic signature you represent and warrant to us that all the trustees of that trust have approved the Investment and that you are duly authorised to take any step to effect the Investment under the terms of the trust.
- d. Any notice from us to you in respect to this Crowd Note, your registration or your activities on the Platform may be given by email to the address you provide to us, or through the Investor Application Form.
- e. Any notice from you to us may be given by email to contact@homeslea.co.zw or on the Homeslea contact form.

C. IRREVOCABLE PROXY FORM SERIES 2022

Grant of Irrevocable Proxy.

With respect to all of my future shares of Preferred Stock of CF Shadow;

1. I hereby grant to the Trustee/Custodian an irrevocable proxy under the relevant laws of Zimbabwe to vote the Shares in any manner that the Trustee/Custodian may determine in its sole and absolute discretion.
 - a. For the avoidance of doubt, the Trustee/Custodian, as the holder ("**Holder**") of the irrevocable proxy (rather than the Stockholder) will vote the Shares with respect to all shareholder meetings and other actions (including actions by written consent in lieu of a meeting) on which holders of Shares may be entitled to vote.
 - b. The Trustee/Custodian hereby agrees to vote all Shares consistently with the majority of the preferred shares on which the CF Shadow Series is based. This proxy revokes any other proxy granted by the Stockholder at any time with respect to the Shares.
 - c. The Trustee/Custodian shall have no duty, liability or obligation whatsoever to the Stockholder arising out of the Trustee/Custodian's exercise of this irrevocable proxy. I expressly acknowledge and agree that
 - i. I will not impede the exercise of the Trustee/Custodian's rights under this irrevocable proxy and
 - ii. I waive and relinquish any claim, right or action that I might have, as a stockholder of the Company or otherwise, against the Trustee/Custodian or any of its affiliates or agents (including any directors, officers, managers, members, and employees) in connection with any exercise of the irrevocable proxy granted hereunder.
 - d. This irrevocable proxy shall expire as to those Shares on the earlier of (i) the date that such Shares are converted into Common Stock of the Company or (ii) the date that such Shares are converted to cash or a cash equivalent, but shall continue as to any Shares not so converted.
2. **Legend.** I agree to permit an appropriate legend on certificates evidencing the Shares or any transfer books or related documentation of ownership reflecting the grant of the irrevocable proxy contained in the foregoing Section 1.
3. **Representations and Warranties.**

I represent and warrant to the Trustee/Custodian as follows:

- a. I have all the necessary rights, power and authority to execute, deliver and perform his obligations under this Irrevocable Proxy. This Irrevocable Proxy has been duly executed and delivered by me and constitute my legal and valid obligation enforceable against me in accordance with its terms.

b. I am the future owner of the Shares to be listed under my name and shall have plenary voting and dispositive power with respect to such Shares

4. **Equitable Remedies.** I acknowledge that irreparable damage would result if this Irrevocable Proxy is not specifically enforced and that, therefore, the rights and obligations of the Trustee/Custodian may be enforced by a decree of specific performance issued by arbitration pursuant to the Crowd Note, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, not be exclusive and shall be in addition to any other remedies that the Trustee/Custodian may otherwise have available.
5. **Defined Terms.** All terms defined in this Irrevocable Proxy shall have the meaning defined herein. All other terms will be interpreted in accordance with the Crowd Note.
6. **Amendment.** Any provision of this instrument may be amended, waived or modified only upon the written consent of the Trustee/Custodian.
7. **Assignment.** In the event that I wish to transfer, sell, hypothecate or otherwise assign any Shares, I hereby agree to require, as a condition of such action, that the counterparty or counterparties thereto must enter into a proxy agreement with the Trustee/Custodian substantially identical to this Irrevocable Proxy. The Trustee/Custodian may transfer its rights as Holder under this instrument after giving me prior written notice.
8. **Severability.** In the event any one or more of the terms or provisions of this instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this instrument operate or would prospectively operate to invalidate this instrument, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this instrument and the remaining terms and provisions of this instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

9. AGREEMENT AND SIGNATURES

- a. This Irrevocable Proxy is effective once you have confirmed your agreement to it (via electronic signature in the INVESTOR APPLICATION FORM). You agree for the purposes of the Securities and Exchange Commission of Zimbabwe Fintech Regulatory Sandbox promulgated under the Securities Act [Chapter 22:15], as applicable, to be bound by any agreement reached through electronic means.
- b. You shall sign this Irrevocable Proxy by typing in your name in the signature field provided (electronic signature) in the Investor Application Form.
- c. If you are accepting or applying as a trustee of a trust, by signing the Investment on the Investor Application form using your electronic signature you represent and warrant to us that all the trustees of that trust have approved the Investment and that you are duly authorised to take any step to effect the Investment under the terms of the trust.

- d. Any notice from us to you in respect to this Irrevocable Proxy, your registration or your activities on the Platform may be given by email to the address you provide to us, or through the Investor Application Form.

Any notice from you to us may be given by email to contact@homeslea.co.zw or on the Homeslea contact form

D. INCORPORATION OF OTHER TERMS

1. By agreeing to this Investor Agreement you acknowledge that you have read, understood and agreed to the following Documents herein and/or accessible on this website Homeslea.co.zw.;

- The Risk Statement
- The Crowd Note
- The Privacy policy
- The Terms of Service

2. INVESTMENT

2.1 You will be able to Invest once you have completed the Investor Application form available on the Invest now Button at <https://homeslea.co.zw/invest/>

4. INVESTMENT PROCESS

4.1. The Invest process shall executed according to the following steps;

4.12 Online Investment (on the website/Application) here on the website as set out on the homepage www.homeslea.co.zw under the heading “how to Invest”.

4.13 Offline Investment (at our offices) investors shall invest at our offices. as set out on the homepage www.homeslea.co.zw under the topic “how to Invest”. The information under this heading may change from time to time.

4.2 it's our sole discretion to refuse to permit any Investor to invest, or restrict or place conditions on Investors applying for this investment.

4.3 This investor agreement is accompanied by an investor Application Form. You will be able to Apply by typing in your name in the signature field provided (electronic signature) in the Investor Application Form.

4.4 If you are applying as a trustee of a trust, by signing the Investment Agreement by electronic signature you represent and warrant to us that all the trustees of that trust have approved the Investment and that you are duly authorised to take any step to effect the Investment under the terms of the trust.

4.5 This Investment Agreement (Including the Risk Statement, Crowd note, offering and Irrevocable Proxy) will set out the terms and conditions of your Investment, including the issue of the crowd note to you. By entering into the Investor Agreement (via electronic signature), you agree to its terms, including the obligation to pay the relevant Crowd Note price for the future shares in Homeslea.

4.6 If you receive the proforma invoice stating the Crowd Note Purchase amount, you must pay the Crowd Note purchase Amount by any of the provided payment methods. You will be directed to a payment page which will authorise us to debit the Crowd Note Purchase Amount from your bank account or a payment link will be send to you via email or WhatsApp. Unless otherwise stipulated, the Crowd Note Purchase Amount will be debited from your Nominated Bank Account within three days from the date you enter into the Investment Agreement. You must ensure that you have sufficient funds in your Nominated Bank Account to pay the Crowd Note Purchase Amount from the date you enter into the Investment Agreement to the date we debit the Crowd Note Purchase Amount from your Nominated Bank Account.

4.61 Payment must be made within 7 days of proforma invoice receipt.

4.7 Payment of the Crowd Note Purchase Amount to our trust account in accordance with this Investor Agreement and the Investment Crowd Note will be a full discharge of your obligation to Homeslea to pay that amount.

4.8 Homeslea works on a minimum Target amount basis. This means that if we meet the minimum target level of investment which is \$US500,000, specified in the Offer, (Minimum target level of investment) before the full amount;

- Completion of investment process will take place;
- the Crowd note becomes fully issued i.e. you own a financial stake equal to the proportional amount you have invested according to the terms and conditions of the Crowd Note.

4.11 Homeslea works on a minimum amount basis. This means that if we do not meet the minimum target level of investment which is \$US500,000, within 24 months specified in the Offer, (Minimum target level of investment) before the full amount; or the Offer is terminated before the minimum amount is realised as specified in the Offer:

- Completion of investment will not take place;

- the Investment Agreement entered into between the Issuer and the Investor will be cancelled and be of no effect; and
- we will return the relevant Subscription Amount to you to your Nominated Bank Account (without interest) within 14 business days of us notifying you that the Offer was not successful.

5. THE TRUSTEE/CUSTODIAN ARRANGEMENT

5.1 This clause 5 applies where, as part of the Crowd Note, your shares are required to be held by the Trustee/Custodian.

5.2 The Trustee/Custodian acknowledges that it will hold legal title to your shares as bare trustee for you in accordance with this Investor Agreement and the relevant Investment Agreement. You will enjoy full beneficial ownership of the shares. This will be a separate bare trust from any other trust of shares or other property for any other investors in that Offer or any other offer. In this clause 5, “shares” includes any bonus or additional shares or financial products issued in relation to your original shares by the Issuer.

5.3 As a bare trustee, the Trustee/Custodian will act in relation to the shares in accordance with your instructions, including as to transfer of the shares. The ability to transfer shares (or an interest in the shares) may, however, be restricted by your agreements with us under the Investment Agreement or by the constitutional documents of the Issuer.

5.4 If your arrangements with us permit a transfer of the beneficial interest in your shares, prior to any such transfer (direct or indirect), you must give us notice in writing, provide us any information we require in relation to the transferee and obtain and deliver to us a binding agreement on the part of any transferee to comply with the terms of this Investor Agreement (in relation to the shares and the trust), the Investment Agreement and any other binding arrangements with the Issuer, in a form acceptable to us.

5.5 All instructions or directions given by you to the Trustee/Custodian must be consistent with the terms of this Investor Agreement and the Investment Agreement and you must not instruct or direct the Trustee/Custodian to act in a manner that is inconsistent with those terms or may cause the Trustee/Custodian to breach any law. Instructions to the Trustee/Custodian must be in a form acceptable to us. Neither we nor the Trustee/Custodian will have any liability for following any instruction we believe to be genuine.

5.6 We may act as agent for you in respect of the Trustee/Custodian holding your shares including in relation to giving any notice or taking any step-in relation to your shares. You appoint us generally to administer the trusts to which the Trustee/Custodian is subject.

5.7 You authorise us, as agent, without any need for further instructions, to direct the Trustee/Custodian to attend to all non-discretionary details in connection with the sale, exchange, substitution, purchase, transfer and other dealings with the shares of any kind.

5.8 In relation to discretionary corporate actions (such as voting the shares), we will use reasonable efforts to keep you informed and to obtain your instructions and will instruct the Trustee/Custodian to act in accordance with such instructions where practicable and where legally able to do so. If you do not give instructions in the time requested, you authorise Homeslea to give any instruction to the Trustee/Custodian on your behalf without liability for Homeslea or the Trustee/Custodian of any kind, including where they take no action. You acknowledge that as shares may be held together with shares held for other investors, you may not benefit from certain corporate actions to the same extent you might have benefited if your shares were registered in a separate parcel.

5.9 Any income or payment received by the Trustee/Custodian in relation to the shares will be held on the same trust and paid to you as soon as reasonably practicable, subject to any withholding required by law in any jurisdiction.

5.10 The Trustee/Custodian will maintain records showing ownership of your shares and we will direct it to comply with all Zimbabwean laws in relation to assurance audit and provision of the Trustee/Custodian service. You agree to the Trustee/Custodian providing all information in relation to its holding of your shares through an electronic facility available on a substantially continuous basis, or otherwise in accordance with applicable law.

5.11 You must indemnify us and the Trustee/Custodian and our employees, officers, agents and contractors from and against any losses, expenses, claims or costs (including, without limitation, out of pocket expenses, legal expenses on a solicitor and own client basis, and charges for our time) incurred in relation to the holding of your shares, other than the ordinary day-to-day administrative costs of administering the Trustee/Custodian arrangement.

5.12 In addition to any other requirement under this Investor Agreement, you must provide us with any other identification that we may request from you at any time for the purposes of instructing the Trustee/Custodian in relation to your shares.

5.13 We have no responsibility or liability with regard to your tax status or position in any jurisdiction.

5.14 Unless the context otherwise requires, a reference to Homeslea in clauses 10, 11, 13 and 15 of this Investor Agreement (or 'we', 'our' or 'us') includes the Trustee/Custodian.

5.15 In addition to any other limitation under this Investor Agreement, the liability of the Trustee/Custodian is not an unlimited or personal liability and instead is limited to the property from time to time belonging to the specific bare trust for which it is party to this Agreement.

5.16 The Trustee/Custodian can terminate the Trustee/Custodian arrangement by giving three months' written notice to you and to the Issuer, or shorter notice where any change of law or circumstances make it illegal or unduly onerous (in the opinion of Homeslea) to continue to hold the shares. Following termination, the Trustee/Custodian must transfer the shares to you or your Trustee/Custodian (if legally able to do so).

6. SYNDICATES

6.1 A group of Investors (such as an angel group) may register with us as a Syndicate.

6.2 If you register as an Investor linked to a Syndicate, the arrangements for each investment you make will be subject to the structure of the Syndicate and the specific agreements between that Syndicate and us.

6.3 If your Syndicate invests through a vehicle (whether a Trustee/Custodian company, limited partnership or otherwise), you are still bound by this Investor Agreement and the terms of your Investment Agreement in your own right. However, you may nominate your Syndicate vehicle to take title to your (or your interest in the) shares issued by the Trustee/Custodian.

6.4 Where, as part of an Offer, your shares are required to be held by the Trustee/Custodian, you may still nominate your Syndicate vehicle to hold your interest in the shares under the bare trust arrangement with the Trustee/Custodian.

7. CROWD NOTE PURCHASE AMOUNT

7.1 When you enter into the Investment Agreement (via electronic signature) and pay the Crowd Note Purchase Amount, we will hold the Crowd Note Purchase Amount in our trust account until the Crowd Note Purchase Amount reaches the minimum target.

7.2 Crowd Note Purchase Amounts will be held in accordance with the requirements of bank trust accounts in a Homeslea Trust Account.

7.3 We will hold all funds in our trust account separately from any of our operating accounts and will only use those funds to:

- develop rent to own homes on reaching the minimum target and/or the maximum target.
- return to you the Crowd Note Purchase Amount (without interest) if Completion does not take place or the amounts do not reach the minimum target amount.

8. FEES

8.1 Except as provided in this clause 8, we will not charge you any fees for the services provided to you in accordance with this Investor Agreement. We will notify you in advance if we propose to charge you any other fee for our services.

8.2 We will retain, as an administration fee, all interest that is earned on the Crowd Note Purchase Amount in relation to any Investment made by you for the period that it is held in our trust account.

8.3 If, as part of the Crowd Note, your shares are required to be held by the Trustee/Custodian, you must pay Trustee fees in such an event (unless payment of such Trust Fee is waived by the Trustee).

9. HOMESLEA AND ITS ASSOCIATED PERSONS

9.1 You acknowledge that Homeslea, or any person associated with us (including our directors, employees or any other person we have a business relationship with) (associated person) may invest in this Offering. If Homeslea, or its associated person invests in this offering and you become aware of this, you may not rely on this fact when deciding whether to invest. You confirm that any decision made by you to invest is not based on any representation, information, action, omission or otherwise of Homeslea or its associated persons.

10. OUR LIABILITY TO YOU

10.1 We do not give you any investment, legal, tax, financial or other advice or recommendation in connection with your Investment in the Homeslea Crowd Note.

10.2 You are responsible for any decision you make to Invest, or to not Invest, in Homeslea and you acknowledge that you do so, having independently made all such investigations and taken all such professional advice as may be necessary to enable you to make an informed and independent decision. We have no liability to you under or in connection with that decision (whether in contract, tort including negligence, or otherwise) unless such liability primarily arises out of the fraudulent actions of Homeslea or willful breach by Homeslea of its obligations expressly provided for in this Investor Agreement.

10.3 We do not guarantee any content or material that is provided or which may be provided at any time to you in connection with this investment. We make no representation or warranty in relation to the completeness or accuracy of any information contained in the Offer materials and/or any information obtained from Homeslea associates.

10.4 You are responsible for any content you post on the website/Application.

10.5 The Homeslea Rent to Own page on Facebook includes a comment section, message and WhatsApp button, which enables you to submit questions to Homeslea Directors and employees. You may only use the Facebook page in relation for lawful and legitimate purposes, and you must not post, transmit or share information on the page that is unrelated to the investment, or that you do not own or have permission to display, publish or SECZIM, or any content or material that may be in violation of any law. We make no warranties or representations and assume no liability in respect of the content of any of our Employees/Directors' responses under the submission sections in relation to the investment.

10.6 Homeslea and its employees, officers, agents and contractors are, to the extent permitted by law, not liable in respect of any failure or delay in providing any of our services (including Syndicate Services) unless such liability primarily arises out of the fraudulent actions of Homeslea or willful breach by Homeslea of its obligations expressly provided for in this Investor Agreement.

11. INDEMNITY

You indemnify Homeslea and its employees, officers, agents and contractors from and against (without limitation) any losses, expenses, claims or costs (including out of pocket expenses and charges for our time) incurred as a result of your failure to comply with this Investor Agreement or any of your obligations in relation to the Investment.

12. INDEPENDENT TRUSTEE

The liability of any independent trustee under this Investor Agreement is not an unlimited or personal liability and instead is limited to the funds from time to time belonging to the trust on behalf of which he or she has entered into this Agreement, in the proper course of the administration of that trust. In this clause 12, an independent trustee is an Investor who has signed this agreement in his or her capacity as the trustee of a trust and who is not a beneficiary of the trust nor has any right to, or interest in, any of the assets of the trust except in his or her capacity as trustee of that trust.

13. INFORMATION

You authorise us to use your information according to the Homeslea Investor Privacy policy when you make an Investment through the Website or Application. You also authorise us to provide information that we hold about you, or this Investor Agreement, to the Securities and Exchange Commission of Zimbabwe, to any government, statutory or regulatory authority on a reasonable request or that authority or for the purposes of complying with any applicable law or regulation. You acknowledge that the relevant authority may disclose that information to third parties, where required by law to do so.

14. TERMINATION

14.1 You may terminate your application at any time before payment by notifying us by email at contact@Homeslea.co.zw

14.2 If your Application is terminated, or suspended, you will not be entitled to:

- receive a proforma invoice;
- make payment; or
- purchase another crowd note under this investment.

14.3 We reserve the right, in our sole discretion, to reject any application, terminate or suspend your Application, or refuse to permit you to invest in the investment. If your Application has been terminated or suspended after you have already made a payment, you will continue to be bound by the Investment Agreement.

15. DISPUTE RESOLUTION

15.1 You may refer any complaint in relation to Homeslea or the services we provide to us directly or to:

- The Securities and Exchange Commission of Zimbabwe, Simatsatsa Complex,

16. GENERAL

16.1 We may amend this Investor Agreement from time to time. We will notify you of any amendments that substantively affect any of your rights at the email address you provide to us, on our website or offline application form, or by other means.

16.2 We are not liable to you for any delay in performing, or failure to perform, any of our obligations under this Investor Agreement to the extent caused by an event that is beyond our reasonable control.

16.3 We may assign, subcontract or transfer any right or obligation under the Investor Agreement to any person. Your registration is personal to you, and none of your rights or obligations under this Investor Agreement, in connection with your registration, or your activities on our website may be assigned, subcontracted or transferred to any other person.

16.4 This Investor Agreement is effective once you have confirmed your agreement to it (via electronic signature in the Investor Application form). You agree for the purposes of the Securities and Exchange Commission of Zimbabwe Fintech Regulatory Sandbox promulgated under the Securities Act [Chapter 24:25], as applicable, to be bound by any agreement reached through electronic means.

16.5 b. You shall sign this Investment Agreement by typing in your name in the signature field provided (electronic signature) in the Investor Application Form.

16.6 Any notice from you to us in relation to this Investor Agreement may be given by email to contact@Homeslea.com.

16.7 The Investor Agreement is governed by the laws of Zimbabwe and the parties submit to the non-exclusive jurisdiction of the courts of Zimbabwe.

16.8 Any illegality, unenforceability or invalidity of a provision of the Investor Agreement does not affect the legality, enforceability or validity of the remaining provisions of the Investor Agreement.

16.9 The rights and obligations of the parties under this Investor Agreement do not merge on completion of any transaction contemplated by this Investor Agreement.

16.10 Payment Information is transmitted securely using Secure Sockets Layer (SSL) encryption technology and processed through a secure third-party payment gateway (PCI DSS Compliant). The website does not store your payment information (such as debit card information) on the Platform servers or databases.

E. INVEST AND WIN CAMPAIGN

TERMS AND CONDITIONS FOR THE HOMESLEA 'INVEST AND WIN' CAMPAIGN

The following terms and conditions apply to the Homeslea Real Estate Private Limited “Homeslea” ‘Invest and win’ campaign (the “campaign”). By participating in the campaign, you will be deemed to have read, understood and accepted these terms and conditions.

Products in-scope: All series 2022 Crowd Notes

Condition Precedent: The prizes become due in the event of a full subscription to Series 2022 Crowd Note Issue (to the tune of US\$7,200, 000/Seven million two hundred thousand dollars)

Campaign period: 01 November 2022 to 30 November 2024. All Crowd Notes initiated (signed) within the timeline are eligible for the qualification.

ELIGIBILITY

1. Clients who have cancelled the purchase during before payment will not be eligible for the prize.
2. Only individuals and Trusts are eligible to participate in the campaign.
3. An individual or Trust shall be eligible for one prize only for this campaign.
4. This campaign is not for investors investing solely for this campaign.
5. Prize will be rewarded to holders of valid issued crowd notes and distinct Investor numbers.

(Note: Any staff of Homeslea is not eligible to participate in the campaign).

PRIZE TO BE AWARDED

1. Prizes will be given upon complete assessment by Homeslea that (i) eligibility criteria set out has been complied with (ii) and all terms and conditions are complied with.
2. Winners will be informed by Homeslea for claiming the prize. Prizes will be awarded after the end of the first phase of the development of Rent to Own Homes.
3. **The following Prizes may be awarded:**
 - a First Prize: One-bedroom Garden Flat
 - b Second Prize: Studio two Apartment
 - c Third Prize: Studio one Apartment

11. The prizes do not include items and costs outlined below. Note: This is not an exhaustive list:

- Cost of securing title deeds
- Building Insurance
- Levies
- Taxes and utilities
- Furniture and fittings
- Winner Travelling expenses
- Expenses incurred before or after the official program
- The Prize may change subject to Homeslea's discretion.

13. Homeslea bears no responsibility for any loss, damage, injury, negligence etc. because of occupation or ownership of the prize.

14. For foreign investors, the Prize winner is solely responsible for obtaining all necessary travel documentation to travel to Zimbabwe (and any other transit locations as required) including passports and visas. All insurance, taxes, and other expenses as the case may be, are not included in the Prize and the cost shall be borne by the Investor. Homeslea is not responsible for any consequences, including costs incurred, if the Winner's visa application is rejected or not approved in time for travel.

GENERAL TERMS

19. Homeslea reserves the right to:

a. Decline to reward you in the event that we determine that any of the requirements or the terms and conditions for the campaign had not been complied with;

b. Further, Homeslea reserves the right to cancel or amend the campaign and these terms and conditions without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any anticipated law or regulation or any other event outside

Homeslea's control. Any change to the campaign would be notified as soon as possible by Homeslea. In the event of such change or termination, clients agree to relinquish their rights in respect to the campaign and acknowledge that they will have no recourse against Homeslea.

c. to vary, modify, add or delete any of the terms and conditions governing any of the winning prize(s) of the 'Invest and win' campaign, including terminating or withdrawing this campaign and/or substituting the winning prize(s) with any item which may not be of an equivalent or similar value and/or;

d. to cancel or change any elements (including dates) of the campaign at any time due to, and not limited to, technical, unauthorized human intervention or any other reason(s) deemed appropriate at the discretion of Homeslea, by posting any such variation, modification, addition, deletion, cancellation or change on the Homeslea website.

20. The decision to invest in the Crowd Note shall be based on your own independent assessment of the risks associated with investing in a particular product including but not limited to issuer risk, sovereign risk, market risk and price risks and based on your suitability assessment.

21. Homeslea and its affiliates shall not be held responsible in any manner whatsoever to any person, including but not limited to, the Investor(s), beneficiary or any third party with respect to the performance of the Crowd note

22. Homeslea assumes no liability for any direct or indirect loss or damage of any nature in connection with your participation in this campaign (whether due to negligence or otherwise).

23. We reserve the right to shorten, terminate or extend this campaign anytime due to any special or unforeseen circumstances without a notification to the participants. In such event, you waive any rights, which you may have against us and you acknowledge that you will have no recourse or claim of any nature whatsoever against us.

24. To avoid Misunderstanding and doubt, the right to terminate given in clause 23 can be utilised in the event of failure to reach the maximum target of the Crowd Note issue i.e. Homeslea shall terminate the campaign if the amounts invested by investors do not reach US\$7,200, 000 (Seven million two hundred thousand dollars)

25. Homeslea makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the Prizes and assumes no liability or responsibility for the acts or omissions of the Homeslea staff or any non-performance or defects in the Prizes.

26. Homeslea shall not be responsible for, and the Nominees hereby agree to release and hold Homeslea harmless for, any expenses, loss (whether foreseeable or not), claim or damage (including death or personal injury) suffered or incurred (whether in common law or equity) arising from or in

connection with, directly or indirectly, the Prize and/or this Promotion, to the fullest extent permitted by law.

27. The Prizes are non-redeemable for cash, credit and/or any other items, as announced by Homeslea. The Prizes are strictly non-transferable and non-assignable and non-exchangeable, whether in full or in part. Homeslea reserves the right to replace or substitute the Prizes with any item of equivalent or similar value, without prior notice or reason (and Homeslea shall not be obliged to disclose its reason).

28. Homeslea reserves the right to determine in its sole and absolute discretion all matters arising out of or in connection with the Promotion, including your eligibility for any of the Prizes. Homeslea's determination of all matters relating to this Promotion shall be final, conclusive and binding and no appeal or objection or correspondence on any other grounds will be entertained (and Homeslea shall not be obliged to disclose its reason for such determination).

29. In the event of a dispute, our decision will be final and binding on all aspects of this campaign and no correspondence will be entered into. Homeslea will not be liable whatsoever for any decision taken in such an event.

30. Homeslea may also announce the names of the Client who have been selected as the winners on Homeslea's social media platforms / website.

31. Complaints can be raised by calling our 24-hour Client Centre on +263775111808 or by sending an email to investwin@homeslea.co.zw

32. These terms and conditions are supplementary to Homeslea's Investor Agreement Terms and Conditions applicable to all investors, including the Investor Privacy policy and Terms of Service. In the event there is any conflict between these terms and conditions and the Investor Agreement Terms, the Investor Agreement terms and conditions shall apply.

33. All the information you give to us or any member of Homeslea is confidential and shall only be used and released as provided for in the Investor Privacy Policy as well as the Investor Terms of Service.

34. The campaign shall be governed by the laws of Zimbabwe.

PRIVACY

37. We are committed to respecting and protecting the privacy of the information we collect from you in compliance with the applicable laws and regulations on data use and privacy. Our privacy policy as updated from time to time, explains how we treat your personal data and protect your privacy when

you use our services and can be found on Privacy Policy on <https://homeslea.co.zw/investor-privacy-policy/>

AMENDMENT

38. These terms and conditions and any update or amendment to them including amendment to the privacy policy will be available on Homeslea's website <https://homeslea.co.zw/investor-privacy-policy/> will take effect from the date of amendment.

Homeslea Real Estate Private Limited

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