

FACILITY TERMSHEET

IMPORTANT NOTICE:

We, TechXperience, are pleased to provide you with a proposal of indicative terms in respect of the Facility (as defined below). This proposal is intended as a basis for discussions and should not be construed as a contractual offer or a binding commitment by TechXperience to arrange or finance the Facility. Any commitment by the TechXperience shall be subject to conditions acceptable to it including but not limited to (i) satisfactory due diligence; (ii) receipt of internal credit [and other relevant] approvals; (iii) there being no material adverse change in respect of market conditions, the business or financial condition of the Obligors or Belgium; and (iv) satisfactory documentation. Notwithstanding the above, the provisions of “Costs and Expenses” in this term sheet shall be immediately binding upon execution of this term sheet. TechXperience will not be responsible for any losses or damages which any person suffers or incurs because of reliance on or using this term sheet. This term sheet and its contents are intended for the exclusive use of the Borrower(s) and shall not be disclosed by the Borrower(s) to any person other than the Borrower's affiliates and legal and financial advisors for the purposes of the proposed transaction unless the prior written consent of the TechXperience is obtained.

PARTIES

Borrower / Applicant: JDD Limited

Mandated Lead Arranger and Bookrunner:

Key Parties: Afreximbank

Lenders: TechXperience

International Facility Agent:

Local Administrative Agent (“LAA”):

TERMS OF FACILITY

Facility type: Export Finance

Facility Amount: 500

Purpose: name

Final Maturity Date and repayment period: Invalid Date

Availability Period: 4

Repayment:

Transaction Structure:

Permitted Accounts:

Sources of repayment: Borrower Cash-flow

Security Documents:

PRICING

Advisory Fee: 1 %

Annual Management Fee: 1 %

Commitment Fee: 1 %

Agency Fee: 1 %

Margin: 1 %

Interest Periods: Monthly

Interest Rate: 10 %

Default Interest: 1 %

Documentation: Facility Agreement

Prepayment: %

Cancellation fees: 1 %

Representations: binding obligations, power and authority, no breach of laws

Information Undertakings: non conflict with other obligations, no reduction of

General Undertakings: taxation, environmental compliance

Transaction and Permitted Account Undertakings: security and financial

Events of Default: moratorium, convertibility / transferability

Conditions Precedent: authorisations, environmental compliance

Assignments and Transfers: Assignments

Taxes & other Deductions:

MISCELLANEOUS

Miscellaneous Provisions: Miscellaneous Provisions

Costs and Expenses:

Governing Law: English

Enforcement (Courts): test

You should please indicate, at your earliest convenience, the acceptance of the above terms and conditions by countersigning and returning this document to TechXperience no later than end of business on [date].

For and on behalf of TechXperience

Name:

Designation:

Accepted on behalf JDD Limited

By:

Designation:

Date:

Accepted on behalf of the Local Administrative Agent

By:

Designation:

Date: