

SEED FUNDING TERM SHEET

Proposed Investment in
[ParcelTip] (the "Company")

This Term Sheet summarizes the principal terms of an investment (the "**Seed Capital Round**") in the Company, a delivery company having its registered office at 6 Hodson Ave, Alex Park, Harare, Zimbabwe. It is for timeline guides as discussed between the 'investors(s)' and 'founder(s)' which becomes legally binding when definitive agreements are delivered and signed by all parties. This Term Sheet constitutes an offer to sell and offer to purchase securities in the Company as below.

Company / Issuer	ParcelTip
Investment Amount	\$7200.00 equally spread into \$600.00/month over next 12months
Investors	<div>Puourach Thomas Maker USD 7 200.00</div> <hr/> <div>Total USD 7 200.00</div>
Type of Security	Ordinary shares of newly issued ordinary shares with a nominal value of USD 720.00 each (" Ordinary Shares ")
Issue Price per Shares	USD 720.00
Pre money Valuation	USD60 000.00 fully diluted pre money valuation (including the effects of shares issuable to holders of options, warrants and other convertible securities of the Company, if any)
Pre-Closing Shareholder Structure	<div>Tatenda E Tawonezwi [95 shares] 95% of issued share capital <i>National ID: 43-153266-Y-18</i></div> <div>Tapiwa Maposhere [5 shares] 5% of issued share capital <i>National ID: 44-084856-W-44</i></div> <div>Total 100%</div>

Post- Closing Shareholder Structure	<p>Tatenda E Tawonezvi [85.5 shares] 85.50% of issued share capital <i>National ID: 43-153266-Y-18</i></p> <p>Puourach Thomas Maker [10 shares] 10.00% of issued share capital <i>Passport ID: M8997251</i></p> <p>Tapiwa Maposhere [4.5 shares] 4.50% of issued share capital <i>National ID: 44-084856-W-44</i></p> <hr/> <p>Total 100%</p>
Employee Participation / Option Pool	Tapiwa Maposhere (Lead Developer): 44-084856-W-44, with an allocation of 5% Pre-Closing and 4.5% Post-Closing valid on the Individual Performance Assessment (Yearly) on deliverables for ParcelTip.
Shareholder Structure after Series A Capital Round	As of completion of the Seed Capital Round the Company shall have an issued share capital of \$72 000.00 divided into 100 common shares and the ownership structure of the Company [on a fully diluted basis] and the holdings of each shareholder in the respective class of shares.
Use of Proceeds	To cover operational expenses in regards to marketing and other necessary expenses over a period of the next 12months and registration of an Australia subsidiary to be housed under P.T.Maker in short-term.
Ranking	The ordinary common shares of the Company shall rank equally in respect to liquidation and dividends.
Preference A Amount	No Preference shares in issue.
Dividends	<p>Dividends which will be payable when, as and if declared by the shareholders upon proposal by the Board of Directors, shall be paid in first priority to the holders of Preferred A Shares pro rata to their holdings in the Preferred A Shares. The maximal amount of preferred dividends shall not exceed the Preference A Amount less any proceeds received by a holder of Preferred A Shares resulting from a liquidation or Sale of the Company.</p> <p>Further dividends to be paid to all holders of Preferred A Shares and common shares pro rata to their respective aggregate holdings of shares in the then issued share capital of the Company will be paid only provided the Preference A Amount has been fully paid.</p>
Liquidation	In the event a voluntary or non-voluntary liquidation, a dissolution or winding up or a Sale of the Company occurs, the proceeds resulting

	<p>therefrom shall be allocated as follows:</p> <p>In first priority and up to the Preference A Amount to the holders of Preferred A Shares pro rata to their holdings in the Preferred A Shares.</p> <p>The maximal amount payable to holders of Preferred A Shares shall not exceed the Preference A Amount less any proceeds received by a holder of Preferred A Shares resulting from a previous Sale or preferred dividends.</p> <p>In second priority, if and to the extent the Preference A Amount has been fully paid, to all holders of Preferred A Shares and common shares pro rata to their respective aggregate holdings of shares.</p> <p>A "Sale" shall mean the sale, transfer or other disposal (whether through a single transaction or a series of related transactions) of shares in the Company that result in a change of control or the sale of all or [substantially all] [a major part] of the Company's assets.</p>
Conversion	There is no Preference Shares for the conversion provision.
Anti-Dilution	There is no anti-dilution provision.
Voting Rights	Each share carries one vote
Qualified Majorities	<p>Important Shareholders Matters that shall arise will be subject to the following approval requirements:</p> <p><u>[(i) half (50% of shareholder votes [and the absolute majority of the then issued nominal share capital] of the Company and (ii) half (50%) of shareholder votes of the holders of Preferred A shares, if any]</u></p> <p>Important Board Matters that shall arise will be subject to the following approval requirements:</p> <p>Besides the consent of the majority of the board members present at the meeting <u>[consent of [each]/ [at least majority]</u> of the directors nominated by the Investors.</p>

Board Composition	<p>The Board shall comprise a maximum of six Directors.</p> <p>Each Investor shall have the right to be represented on the Board by one Director[s] nominated by <u>[each of]/[the absolute majority of the voting rights represented by the]</u> Investors[, if and as long as the aggregate shareholdings of [such Investor]/[all Investors] reach or exceed <u>[number] percent of the Company's then issued and outstanding share capital]</u> (each an "Investor Director").</p> <p>The <u>[Founders]/[Other Shareholders]</u> shall have the right to be represented on the Board by two Director[s] nominated by <u>[the absolute majority of the voting rights represented by]</u> the holders of Common Shares[, if and as long as the aggregate shareholdings of all Common Shareholders reach or exceed 25 percent of the Company's then issued and outstanding share capital] (each a "Common Shareholder Director").</p> <p>The <u>[Board]/[Shareholders collectively by [the majority] of voting rights represented by the Shareholders]</u> shall from time to time nominate two independent Director[s] (each an "Independent Director").</p>
Information Requirements	<p>Each <u>[Investor]/[shareholder holding at least 10% of Ordinary Shares]</u> will receive the information listed below and will have the right (i) to discuss any issues relating to its investment and the Company with the Company and (ii) to periodically inspect the books, records and facilities of the Company.</p> <p>within <u>[90 days]</u> of the end of each financial year, audited financial statements;</p> <p>within <u>[30]</u> of the end of each fiscal quarter, unaudited quarterly financial statements[, and a <u>12 month rolling forecast]</u>;</p> <p>within <u>[20 days]</u> of the end of each month, monthly management accounts (i.e. balance sheet, profit and loss statement, cash flow statement); and</p> <p>no later than <u>[60 days]</u> prior to the end of each financial year, the proposed budget for the next following financial year.]</p> <p><u>[Alternative: The Investor[s] will have customary financial and other information rights.]</u></p>

Subscription Preference	Except for shares to be delivered under Employee Participations each holder of Preferred A Shares shall have a <u>[preferential]</u> right to subscribe for any new equity or equity related securities offered by the Company at the same terms and conditions as specified in such offer, i.e. that new equity or equity related securities offered shall be available to holders of Ordinary Shares in their entirety[, if and to the extent necessary to effect the anti-dilution protection of each holder of Ordinary Shares].
General Transfer Restrictions	No transfer other than transfers in accordance with the transfer restrictions foreseen in the Seed Funding Shareholders Agreement.
Right of First Refusal	In first priority the Investors, in second priority the Company and in third priority all other shareholders will have the right of first refusal to purchase any shares any shareholder wishes to transfer to another shareholder or a third party in any transaction other than a transfer of an Investor to an affiliate of such Investor.
Tag-Along Right	Each of the shareholders shall have the right to participate, on a pro rata basis on identical terms, in any transfer or sale of shares by other shareholders provided such transfer or sale of shares would relate to [25% of all shares] / [result in a Change of Control]
Drag-Along Right	In the event <u>[a holder of Ordinary Shares]/[a group of holders of more than 50% of Ordinary Shares]/[all holders of Ordinary Shares]</u> wish[es] to transfer 100% of <u>[its]/[their]</u> aggregate shareholdings in the Company in one or a series of related transactions to a proposed acquirer (including another Shareholder) who wishes to acquire all (but not less than all) Shares in the Company pursuant to a bona fide purchase offer, <u>[that holder]/[that group of holders]/[all holders]</u> of Ordinary Shares (the " Relevant Selling Shareholder[s] ") shall, <u>[subject to customary exclusions]</u> have the right (but not the obligation) to require all other shareholders to sell, and the other shareholders hereby irrevocably agree to sell, all of their Shares then held to the proposed acquirer for the same consideration per Share and otherwise at the same terms and conditions as applicable to the Relevant Selling Shareholder[s].
Purchase Option	Each <u>[shareholder]/[holder of Preferred A Shares]</u> shall have an option to purchase the shares of another shareholder <u>[in proportion to the nominal value of such shareholder's shareholdings in the Company]/[pro rata to such shareholder's holding of Preferred A Shares]</u> upon the occurrence of <u>[certain events to be defined in this Seed Funding Shareholders Agreement and subject to the terms and conditions agreed in the Series A Shareholders Agreement]/[the following events:</u>

	<ol style="list-style-type: none"> 1. <u>such shareholder dies, becomes incapable to act or otherwise loses its capacity to exercise its rights and obligations under the Seed Funding Shareholder Agreement;</u> 2. <u>such shareholder becomes insolvent, bankrupt or petitions or applies to any court, tribunal or other authority for creditor protection or for the appointment of, or there shall otherwise be appointed a liquidator, trustee or other similar officer;</u> 3. <u>such shareholder commits a criminal act against the interests of another shareholder, of the Company or of any of its subsidiaries;</u> 4. <u>such shareholder materially breaches a provision of the Seed Funding Shareholders Agreement (unless such breach and its effects are fully cured within an agreed period of days); or</u> 5. <u>any board membership, employment or consultancy agreement, as the case may be, between such shareholder and the Company is terminated.</u> <p><u>Other than in (i) and a good leaver situation in (v) above, the purchase price shall be the lower of the fair market value and the nominal value of the Shares.]</u></p>
Related Party Transactions	All transactions and dealings between Company and its shareholders and/or members of senior management will reflect market conditions and be made at arm's length terms.
Confidentiality	The terms and existence of this Term Sheet are confidential and will not be disclosed by the undersigned except as otherwise agreed in advance by each of the parties hereto.
Exclusivity	From the date hereof until [26/09/2018], or such earlier date upon which the Investor[s] and the Company agree in writing to terminate discussions contemplated by this Term Sheet, the Company [and the members of the senior management]/[and Founders] will not, directly or indirectly, solicit or participate in any way in negotiations with, or knowingly provide any information to, any person (other than the Investor[s] or any representative of the Investor) concerning any potential investment in the debt or equity securities of the Company (an " Alternative Proposal ") or otherwise facilitate any effort or attempt to make or consummate an Alternative Proposal except on EquitiesNest.com

Documentation	<p>The investment into the Company shall be made pursuant to the agreements and documents listed below drafted by the counsel to <u>[Investor[s]/[Company]]</u>:</p> <ol style="list-style-type: none"> 1. Terms and Conditions on ParcelTip App (such agreement to contain, among other things, customary representations and warranties for a transaction of this nature, indemnification provisions, and such other matters as the Investor[s] shall reasonably determine; 2. Any related Zimbabwe Company Documents 3. Any related Australia Company Documents 4. Any related United Kingdom Company Documents
Conditions to Closing	<p>The consummation of the Seed Capital Round contemplated by this Term Sheet shall be subject to satisfactory due diligence and the approval and signing of the Documentation by the Investor[s] and Founder[s].</p>
Legal Fees and Expenses	<p>The Company will reimburse the Investor[s], or pay at the direction of the Investor[s], for the reasonable legal fees and expenses incurred by counsel to the Investor[s], payable at Closing such fees and expenses not to exceed USD200.00</p> <p>Should the investment not complete each side shall pay for their own costs. <u>[The Investors agree amongst themselves to share the costs of legal counsel and other due diligence expenses and costs.]</u></p>
Non Compete	<p>Founders, management and other stakeholders in the term sheet are bound by non-compete in all regions.</p>
Timing	<p>First Payment: [26/09/2018]</p> <p>Last Payment: [26/08/2019]</p> <p>Term Sheet: [30/10/2018]</p> <p>Investment Contract: [30/08/2019]</p>

Effect of Term Sheet	The parties expressly agree that, with the exception of the obligations as set out under the headings [<u>"Confidentiality"</u> , <u>"Exclusivity"</u> , <u>"Timing"</u> , <u>"Legal Fees and Expenses"</u> , <u>"Effect of Term Sheet"</u> and <u>"Governing Law"</u>] which are intended to be and shall be legally binding, no binding obligations shall be created by this Term Sheet until definitive, legally binding agreements are executed and delivered by the parties.
Governing Law	This Term Sheet as well as the Series A Investment and Subscription Agreement and Series A Shareholders Agreement shall be governed by Mauritian law and shall provide for either the jurisdiction of the ordinary courts of Zimbabwe or binding arbitration in Australia in accordance with the Mauritian International Arbitration Act of the Mauritius International Arbitration Centre 'LCIA-MIAC'

[Signatories]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____