



1. INTRODUCTION

1.1 These are the “Impact Investing Terms and Conditions”

2. TERMINOLOGY AND INTERPRETRATION

2.1 The following terminology applies to the Impact Investing Terms and Conditions

- 2.1.1 **“Agency Agreement”** means the agreement concluded between you (i.e., the purchaser) and the Managing Agent, automatically entered into as a condition of sale under these Impact Investing Terms and Conditions, the terms, and conditions of which are set out in clause 7 below.
- 2.1.2 **“Asset”** means the items purchased and owned by you, as detailed in the Information Brochure, which are (i) the individually identifiable and/or numbered asset purchased by you through your Kimbote Account for deployment at Site, and/or (ii) the right, title and interest purchased by you in the Product for the productive lifetime of Third-Party Assets to be deployed at a site, as detailed in the Information Brochure. “Products” and “Assets” are, in certain instances, used interchangeably in the Impact Investing Terms and Conditions and must be interpreted as the context requires.
- 2.1.3 **“Asset Purchase Price”** means the purchase price paid by you for an Asset (by means of electronic funds transfer, and/or once off debit or collection from your chequing or current account, and/or redemption of a Voucher).
- 2.1.4 **“Board of Directors”** means the board of directors of Kimbote.
- 2.1.5 **“Information Brochure”** means the document (electronic or printed), containing relevant details and information relating to these Impact Farming Terms and Conditions, and any applicable information relating to the Assets, the Third-Party Assets, the Sites, the Products, and the Returns, published (with revisions when necessary) on the Kimbote Platform.
- 2.1.6 **“Kimbote”** means Kimbote (Pty) Ltd, a company duly registered in South Africa, with company registration number 2019/465144/07, situated at 9th Floor, Atrium on 5th, 5th Street, Sandton, Johannesburg, 2196.
- 2.1.7 **“Kimbote Account”** means your account created on the Kimbote Platform for the purchase of any Asset and detailing all fees, charges, interest, and returns applying to you.

- 2.1.8 **“Kimbote Platform”** means the website or online electronic portal where you may create and track your Kimbote Account, and includes the infrastructure necessary to monitor, manage and report on the business of Kimbote, the Assets and the Third-Party Assets.
- 2.1.9 **“Managing Agent”** means Kimbote or such other individual or entity duly authorized by Kimbote to fulfil the requirements of this role.
- 2.1.10 **“Priority Return”** means the order in which returns are paid out in preference to you prior to the Agent (as the case may be), as detailed in the Information Brochure if applicable.
- 2.1.11 **“Products”** means the products produced by the Assets and/or the Third-Party Assets (as the case may be), as detailed in the Information Brochure.
- 2.1.12 **“Repurchase Price”** means the price offered by Kimbote to buy back an Asset from you.
- 2.1.13 **“Returns”** means the returns payable to you on the sale of the Products (net of all expenses relating to the Assets, Products and Services), as detailed in the Information Brochure.
- 2.1.14 **“Services”** means services rendered by the Managing Agent or any Third-Party Suppliers under or in connection with the Impact Investing Terms and Conditions, the Assets, the Third-Party Assets, the Products, or the Sites.
- 2.1.15 **“Site”** means the property on which the Works will be executed, the Assets and/or Third-Party Assets deployed, and the Products produced, as detailed in the Information Brochure.
- 2.1.16 **“Site Owner”** means the owner or operator of the Site and for which Kimbote and/or the Managing Agent has concluded an agreement.
- 2.1.17 **“Third Party Assets”** means the assets owned by Third Party Owners from which the Products are produced, as detailed in the Information Brochure.
- 2.1.18 **“Third Party Owners”** means the owners of the Third-Party Assets, as detailed in the Information Brochure.
- 2.1.19 **“Third Party Supplier Agreements”** means the agreements concluded between Kimbote and/or the Managing Agent, and Third-Party Suppliers in connection with the Assets, the Third-Party Assets, the Products, and the Sites.
- 2.1.20 **“Third Party Suppliers”** means any third-party supplier of goods, data, or services to Kimbote, the Managing Agent or any of Kimbote’s and/or the Managing Agent’s designated and duly authorized sub-contractors.
- 2.1.21 **“Voucher”** means any voucher or coupon issued by Kimbote or the Managing Agent, under any promotion for exchange as payment or part payment, as set out on the voucher or coupon, against any Asset.
- 2.1.22 **“Voucher Value”** means the price paid for the Voucher.
- 2.1.23 **“Works”** means works carrier out or to be carried out at a Site for the operation of the Assets and/or the Third-Party Assets and production of the Products, as detailed in the Information Brochure.
- 2.2 The provisions of clause 1 above and any substantive provisions contained in any definition in this clause 2 (or any other clause of these Impact Investing Terms and Conditions) form part of these Impact Investing Terms and Conditions and effect will be given to them.
- 2.3 Any references in these Impact Investing Terms and Conditions to any legislation will be that legislation as amended from time to time.

3. YOUR AGREEMENT TO THESE IMPACT INVESTING TERMS AND CONDITIONS AND ANY UPDATES OR AMENDMENTS

- 3.1 By continuing to access the Kimbote Platform or using Kimbote’s services in any way after purchasing an Asset, you agree that you have entered into a legally binding agreement with Kimbote on the terms and conditions contained in these Impact Investing Terms and Conditions and agree that the Managing Agent is authorized to act on your behalf in the limited circumstances provided for in the Agency Agreement.

- 3.2 To purchase an Asset and to receive returns on said purchase or participation right, you will need to be approved for an account with Kimbote, which will result in the acceptance of the terms and conditions as detailed in this Impacting Investing Terms and Conditions.
- 3.3 These Impact Investing Terms and Conditions, Third Party supplier Agreements, all Information Brochures and/or any additional information, agreements and documents referred to in these Impact Investing Terms and Conditions, constitute the primary and sole record of agreement between you, Kimbote and the Managing Agent.
- 3.4 If you disagree with any terms and conditions of these Impact Investing Terms and Conditions or any of the other agreements and documents referred to in clause 3.2 above or you become dissatisfied with any product(s) and/or service(s) offered by Kimbote, you must discontinue to use the product(s) and/or service(s) and notify Kimbote in writing of your discontinuation. Such notice must be served by means of email to the support team at the contact provided in the Information Brochure or on the Kimbote Platform and be titled "KIMBOTE DISCONTINUATION" (in block capitals). In the absence of notification, your continued use of the product(s) and/or service(s) offered by Kimbote, will be construed as acceptance and consent to these Impact Investing Terms and Conditions and the other agreements and documents referred to in clause 3.2 above.
- 3.5 These Impact Investing Terms and Conditions may be updated, altered, or amended by Kimbote at any time at Kimbote's sole discretion without prior notice to you, and any such updates, alterations or amendments will take effect when posted on the Kimbote Platform, unless a later date is stated on in the update, alteration, or amendment. It is your responsibility to review the terms and conditions every time you use the Kimbote Platform. If you disagree with the update, alteration, or amendment, you must discontinue use of the product(s) and/or service(s) offered by Kimbote and notify Kimbote in accordance with clause 3.4 above.

4. THE KIMBOTE PLATFORM IN GENERAL

- 4.1 The Kimbote Platform offers certain Assets and the infrastructure necessary to facilitate agreements for their deployment and the production of Products at Sites with Site Owners who have unutilized space, which is suitable, in the Managing Agent's sole discretion, for these purposes.
- 4.2 Kimbote and/or the Managing Agent conduct investigations of each potential site to determine its suitability, utilizing all reasonable care and due diligence and compile the related Information Brochure by utilizing all current and available information to estimate and evaluate the potential performance of Assets and Third-Party Assets.
- 4.3 The Information Brochure includes information and data relevant to the Site to assist potential Asset purchasers to help them to determine the suitability of the purchase in relation to their objectives.
- 4.4 While all reasonable care is taken in ensuring the accuracy of the information contained in the Information Brochure, the information and any opinions derived are based on best estimates, unaudited information, and information supplied by Third Party Suppliers. Accordingly, there is no guarantee as the accuracy and completeness of all or any part of the information provided in the Information Brochure or of anticipated Returns.
- 4.5 Information presented in the Information Brochure that looks forward in time or includes anything other than historical information, involves risks and uncertainties that may affect Returns. Actual future Returns will differ from the unaudited financial information presented, and these differences may be material.
- 4.6 The Kimbote Platform and the information contained on it, information contained in the Information Brochure and all related information, regardless of source, does not constitute a recommendation or endorsement of the quality, suitability for purchase of purpose of any Asset, its performance, or any anticipated Returns. By purchasing an Asset, you accept that there is a risk of loss, including (without limitation) the loss of the Asset itself or the Asset Purchase Price.
- 4.7 Kimbote and/or the Managing Agent cannot be held responsible for any inaccuracies, errors, or misspellings or for partial, inaccurate, or misleading information and are not liable for any damages from them and/or it.

5. PURCHASING AN ASSET AND CREATING A KIMBOTE ACCOUNT

- 5.1 In order to purchase an Asset through Kimbote and to receive Returns, you will be required to provide details and make payment for an Asset, which explicitly implies acceptance of these Impact Investing Terms and Conditions.
- 5.2 Once you have reviewed the Information Brochure and decided to purchase an Asset, you must select the type and number of Assets you wish to purchase at the represented price and submit an order for them.
- 5.3 If you are paying for Assets by electronic funds transfer or once off debit against or collection from your chequing or current account, the represented price referred to in clause 5.2 above must be transferred by you to the Managing Agent's nominated account within 72 (seventy-two) hours of submission of your order, where it will be held until Kimbote has allocated your Asset to you.
- 5.4 If you are purchasing an Asset using a Voucher for the full purchase value, the Voucher unique identifier code must be submitted with your order and will be deemed to be redeemed on submission. If using a Voucher for a discounted Asset Purchase Price, the Voucher unique identifier code must be submitted with your order and will be deemed to be redeemed once payment referred to in clause 5.3 has been completed.

6. VOUCHERS

- 6.1 A Voucher may be redeemed, only for the purchase or partial purchase of the type and number of Assets to which it relates, and the Voucher will expire at the earlier of the date stated on the Voucher or 3 (three) years of the date the Voucher was issued.
- 6.2 The purchase or partial purchase of an Asset using a Voucher is subject to the availability of the type and number of Assets for which it was purchased. If those Assets are not available on submission of your Order, at the discretion of Kimbote and/or the Managing Agent the Voucher Value will be refunded to you (net of any reasonable transaction fees, other fees, bank charges and other disbursements) or a new Voucher will be issued in the amount of the Voucher Value and preserving the same validity period as the original Voucher which may then be used towards the purchase of any other available Asset(s) on the Kimbote Platform.
- 6.3 If you are redeeming a Voucher and the type and number of Assets for which it was purchased are available for allocation to you at the time of redemption, any price increase for the Assets will not be applicable to you.
- 6.4 If the type and number of Assets for which a Voucher was purchased are not available for allocation to you at the time of redemption and you choose to purchase other available Assets on the Kimbote Platform, the Voucher must be fully utilized (no change will be given to you) and any shortfall in the price of the alternative Assets must be transferred to the nominated account referred to in clause 5.3 above within 72 (seventy two) hours of your purchase, where they will be held on the basis provided for in clause 5.3 above.

7. MANAGEMENT AGREEMENT AND APPOINTMENT

- 7.1 By purchasing an Asset on the Kimbote Platform, you agree and enter into the Agency Agreement constituted in this clause 7.
- 7.2 The Agency Agreement will be valid for the period specified in the Information Brochure, which you understand and consent to modification from time to time if required at the sole discretion of Kimbote, commencing on the date on which the relevant Site is commissioned, unless these Impact Farming Terms and Conditions are terminated earlier in accordance with the provisions of clause 10 below.
- 7.3 As a condition of the purchase of any Asset, you hereby expressly appoint, allow, and authorize Kimbote and/or the Managing Agent as your special agent with authority to do all things at their sole discretion as may be necessary or prudent on your behalf in respect of any Asset purchased by you, including:
 - 7.3.1 entering into an agreement with a Site Owner in respect of the use of the Site for the Works,

- the deployment of Assets or Third-Party Assets and the production of Products.
- 7.3.2 entering into agreements with appropriately qualified Third-Party Suppliers to operate and maintain the Assets or Third-Party Assets, to market and sell the Products and for any other purposes as, in the sole and absolute discretion of Kimbote and/or the Managing Agent.
 - 7.3.3 entering into insurance contracts to ensure that adequate insurance is in place to cover the Assets or Third-Party Assets and the Products from any loss or damage. To the extent necessary, the Managing Agent may also enter into an insurance contract to mitigate against loss of income as a result of the reduced use of the Assets or Third-Party Assets or reduced production of Products, arising from any reason.
 - 7.3.4 retaining any funds paid in terms of clauses 5.3 or 6.4 above in a nominated account for your account and benefit until your Assets have been allocated to you.
 - 7.3.5 initiating and continuing with legal, recovery or execution proceedings against any Site Owner, Third Party Supplier, insurer or other person or entity who does not honour its contractual obligations in terms of the relevant agreements with Kimbote and/or the Managing Agent; and
 - 7.3.6 varying any of the relevant agreements, only to the extent that the variation is communicated to you and that it is not, in the reasonable discretion of the Managing Agent, deemed to be material to you.
- 7.4 The extent of the agency appointment constituted in this clause 7 is limited to the acts and activities referred to in this clause 7 and the performance of any acts necessary to render the Services.

8. DATA & PROJECTIONS

- 8.1 Data collected and presented on the Kimbote Platform is indicative only and unaudited (unless otherwise stated). The Asset Purchase Price received from the sale of the Products is the basis used for calculating all Returns payable.

9. PAYMENT OF RETURNS

- 9.1 At the end of each calendar month following the date on which the Works have been completed, a statement will be sent to you summarizing the performance of the Assets, and summarizing any applicable Returns or Priority Returns payable which will be paid on or about the 15th day of the applicable month to the Asset owner of record on the last business day of the preceding month.
- 9.2 Payment is subject to the provision of any documentation required in terms of the Financial Intelligence Act, 38 of 2001.

10. REFUNDS & PRICING POLICY

- 10.1 Except as provided for in clause 6.2 above and in any applicable legislation, refunds will only be permitted at the sole, unfettered and absolute discretion of Kimbote.
- 10.2 Refund requests may be initiated by you via email to the support team at the contact email provided in the Information Brochure or on the Kimbote Platform, and titled "KIMBOTE REFUND" (in block capitals)
- 10.3 Except as otherwise prescribed in any applicable legislation, any refunds agreed to by Kimbote will be net of any reasonable transaction and other fees, bank charges and other disbursements.
- 10.4 Kimbote will, at all times, do its utmost to ensure that the Asset Purchase Price(s) provided in the Information Brochure is accurate, but purchases may need to be validated as part of Kimbote's acceptance procedures. If the price for your Assets changes before your Order is processed, Kimbote will contact you and ask you to confirm whether you wish to proceed at the new price or whether you wish instead to receive a full refund of any amount already paid by you, subject to the provisions of clause 10.3 above. Except as provided for in clause 6.4 above, the provisions of this clause 10.4 will not apply to the purchase(s) of Assets using Vouchers.

11. ASSET RESALE & SETTLEMENT OF LOANS

- 11.1 In the event that you would like to resell your Asset for any reason, the Managing Agent will endeavor to find a willing buyer, for which the Managing Agent will charge a 10% fee of the sale price agreed upon by the buyer and you (i.e., the seller).
- 11.2 Asset resale requests may be initiated by you via email to the support team at the contact email provided in the Information Brochure or on the Kimbote Platform, and titled "KIMBOTE RESALE" (in block capitals)

12. TERMINATION

- 12.1 Should you wish to terminate the agreement constituted by the Impact Investing Terms and Conditions in respect of any Asset and/or venture, you may do so subject to the following provisions:
- 12.1.1 Asset termination requests may be initiated by you via email to the support team at the contact email provided in the Information Brochure or on the Kimbote Platform, and titled "KIMBOTE TERMINATION" (in block capitals)
- 12.1.2 You must give the Managing Agent 30 (Thirty) Calendar days' notice of termination.
- 12.1.3 Upon expiry of the period referred to in clause 11.1 above, the Managing Agent will at its election:
- 12.1.3.1 Provide you with an asset of the same value as the that purchased by you, to be calculated at the date of your notice of termination; or
- 12.1.3.2 attempt to find a willing buyer for your asset, under the conditions set out in clause 11.

13. USEFUL LIFE OF ASSETS

- 13.1 Once the productive life of an Asset or a Third-Party Asset has been reached, Kimbote will at its sole discretion and depending on the nature of the asset:
- 13.1.1 Purchase the Asset for the Repurchase Price specified (if such Repurchase Price has been accepted by you) and pay the relevant amount to your nominated account (subject to the payment terms in clause 9); or
- 13.1.2 Make the asset available for collection at the Site, during ordinary business hours and subject to payment of a termination fee, which will be used to offset any costs associated with the removal of the Asset from the Site.
- 13.1.3 Dispose of the Asset subject to the payment of a disposal fee, which will be used to offset any associated costs.

14. CANCELLATION BY THE SITE OWNER

- 14.1 Should the agreement between the Site Owner and Kimbote and/or the Managing Agent be cancelled for any reason, and without the provision of a viable substitute agreement, at the sole discretion of Kimbote you will be entitled to:
- 14.1.1 A refund of the Asset Purchase Price or, in the case of redeemed Vouchers, the Voucher Value, net of any Returns accrued and/or paid, reasonable transaction and other fees, bank charges and other disbursements; or
- 14.1.2 the relocation of the Asset(s) or the production of Products at an alternative site which, in the reasonable opinion and sole discretion of Kimbote and/or the Managing Agent, will achieve similar returns. Any reasonable transaction and other fees, bank charges and other disbursements related to such a relocation of Assets to be deducted from any subsequent Returns and/or Asset disposal proceeds.
- 14.2 You agree that any damages occasioned as a result of the Site Owner cancelling the agreement concluded between it and Kimbote and/or the Managing Agent, such damages will lie against the Site Owner and not against Kimbote and/or the Managing Agent.

15. TAXATION

- 15.1 You are responsible for the reporting and payment of all taxes on any and all Returns and/or profits made by you.
- 15.2 Kimbote will supply you with a detailed statement of all income and expense items accrued to you during a financial year.
- 15.3 All prices quoted on the Kimbote Platform are inclusive of Value Added Tax in the Republic of South Africa.

16. EXPORT CONTROL AND EXCHANGE CONTROL REGULATIONS

- 16.1 By making use of any product or service offered by Kimbote or entering into any transaction, you expressly undertake to abide by any exchange control regulations which may be applicable to the purchase of any Assets or the payment of any interest or returns and you undertake to comply with the relevant exchange control regulations.

17. INSURANCE

- 17.1 The Managing Agent, as a material optional term of any Third-Party Supplier Agreements and other agreements referred to in the Impact Investing Terms and Conditions, strives to ensure that Assets, Third Party Assets and Products will be adequately and appropriately insured against all risks for the duration of those agreements and will strive to ensure that all premiums are paid and that all insurance policies effected will have full force of the law.
- 17.2 In terms of aforementioned agreements, that Kimbote and/or Managing Agent is entitled at its sole discretion to:
 - 17.2.1 Inspect, at any time, any related insurance document and to arrange any optional additional insurance cover which the Managing Agent may, at its sole and exclusive discretion, deem appropriate for the adequate protection and insurance of the Asset and/or Third-Party Asset and/or Products; and
 - 17.2.2 Take out insurance cover, where the relevant Third-Party Supplier is unable to obtain any or adequate insurance, or an insurer withdraws any cover during the currency of these Impact Farming Terms and Conditions.

18. TRANSFER OF RIGHTS

- 18.1 Kimbote is entitled to cede, assign, delegate, or otherwise transfer any of its rights or obligations under these Impact Investing Terms and Conditions and for any reason to any third party without your consent.
- 18.2 Kimbote is entitled to substitute the Managing Agent at any time without your consent, and should such a substitution occur, you consent to such substituted party as the new Managing Agent.
- 18.3 You are not entitled to cede, assign, delegate or otherwise transfer any of your rights or obligations under these Impact Investing Terms and Conditions to any third party without Kimbote's prior written consent, which may be withheld. You must notify Kimbote of any intended cession, assignment, delegation, or transfer in writing by you via email to the support team at the contact email provided in the Information Brochure or on the Kimbote Platform and titled "KIMBOTE TRANSFER" (in block capitals).

19. DISPUTES AND ARBITRATION

- 19.1 Any dispute which may arise between you and Kimbote will be referred for consideration and resolution to the Board of Directors or their duly appointed representatives.
- 19.2 Should the Board of Directors or their duly appointed representatives be unable to resolve the dispute within 30 (thirty) days of referral, then the party who wishes to persist in the dispute

may refer the dispute for arbitration in accordance with the Rules of the Arbitration Foundation of Southern Africa (“AFSA”), or if AFSA is not in existence, in accordance with the provisions of Arbitration Act 42 of 1965.

- 19.3 Should the dispute be referred to arbitration, the arbitrator will be appointed by the parties, and failing the agreement within 30 (thirty) days, will be nominated by AFSA. Should AFSA not be in existence, the nomination of the arbitrator will be by the Chairman of the Pretoria Bar Council, being the executive committee of the Pretoria Bar, or its successor in title. The arbitration will be held in Pretoria, conducted in English, and concluded as expeditiously as possible after it has been demanded.
- 19.4 Nothing in this clause 19 will be deemed to prevent or prohibit a party from applying to the appropriate court for urgent relief.

20. WARRANTIES

- 20.1 To the fullest extent permissible under the law and except as otherwise stated in the Impact Investing Terms and Conditions, Kimbote (including its agents and assigns) make no warranty, express, implied, statutory, or otherwise, with respect to Assets, Third Party Assets, the Products or any Services, and expressly disclaim, without limitation, any warranties of merchantability, fitness for any particular purpose or use, results or title, and any warranties implied by a course of dealing or performance.
- 20.2 Kimbote does not warrant the data, content, features information or quotations provided through Kimbote (including its agents and assigns), on the Kimbote Platform or in the Information Brochure, to be uninterrupted or accurate or free of errors, viruses, or other harmful components.
- 20.3 You are solely responsible for any damage to your equipment, loss of data, or other harm which may result from use of any of Kimbote’s products or Services, application, or the Kimbote Platform.
- 20.4 Kimbote makes no warranties and provide no assurance to you regarding the performance of any Sites, Assets, Third Party Assets, Products and Returns. Any information published on the Kimbote Platform or in the Information Brochure, or any material, is indicative only and the product of opinions based on assumptions derived from information then available to Kimbote. Such information is reviewed on a best-efforts basis and may be incorporated by Kimbote, and therefore the actual outcomes of any such events on which an opinion has been previously communicated by Kimbote, should such events actually occur, are beyond the complete control on any party.
- 20.5 You release Kimbote and its agents and assigns from any liability in relation to or arising from your use of the Kimbote Platform, services, or product offerings, for any reason, including and without limitation, in relation to the Assets, the Third-Party Assets, the Products or any failures on the part of Kimbote (including its agents and assigns) in rendering the Services, regardless of the degree of negligence. To the extent that applicable law places any restriction on any release of liability, you agree that Kimbote is liable for the minimum amount of damages which the law restricts, should a minimum exist.
- 20.6 Any promotional material utilized by Kimbote (including its agents and assigns) should not be construed as a representation or warranty of any particular standards, the Assets, the Third-Party Assets, the Products, the Returns, or your expectation or service specifications and should only be regarded as promotional and educational in nature.
- 20.7 Kimbote assumes no obligation to update or revise any previously released information to reflect new events or circumstances, except as may be required by applicable law.

21. WAIVER

- 21.1 Failure of a party to insist upon strict performance of any provision of these Impact Investing Terms and Conditions, or associated agreements, or the failure of a party to exercise any rights or remedies to which it is entitled under these Impact Investing Terms and Conditions will not constitute a waiver of any of them and will not cause a diminution of the obligations under these

Impact Investing Terms and Conditions or any associated agreement.

- 21.2 No waiver of any of the provisions of these Impact Investing Terms and Conditions or any associated agreement will be effective unless it is expressly stated to be waived and signed by the parties affected by the waiver.

22. LIMITATION OF DAMAGES

Kimbote will not, regardless of the circumstances or causes, be liable under these Impact Investing Terms and Conditions for any consequential, special, indirect, or other damages (including and without limitation, lost profits and/or punitive damages), whether based in contract, delict or otherwise, even if Kimbote has been advised of the possibility of such damages. This limitation will apply to the maximum extent permitted by applicable law. You expressly agree that if Kimbote (including its agents and assigns) is found liable to you, regardless of the foregoing limitations, Kimbote's maximum aggregate liability to you, whether arising from breach of warranty, breach of contract, negligence, or on any other legal basis, will not exceed the Asset Purchase Price paid by you to Kimbote (or its agents and assigns) or, in the case of a redeemed Voucher, the Voucher Value.