

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

SKS TANZANIA LIMITED .

Incorporated this.....day of .....2018

Certified true copy of the Original  
Sign: *[Signature]* Date: *16/03/2020*  
CHUKWDA PETER KUBALUNGA  
Advocate, Notary Public & Commissioner  
for Oaths

DRAWN BY

Subscribers *[Subscribers]*

Dar es salaam

**THE UNITED REPUBLIC OF TANZANIA**

**CERTIFICATE OF INCORPORATION**

No.

Certified true copy of the Original  
Sign: *[Signature]* Date: 30/03/2020  
CHUKUDA PETER KUBALUNGA  
Advocate, Notary Public & Commissioner  
for Oaths

.....  
**I hereby certify that**

**SKS TANZANIA LIMITED**

*Is in this day Incorporated under the Companies Act 2002 and that the  
Company is Limited.*

*GIVEN under my hand at Dar es Salaam this .....Day of ..... Two  
thousand and Eighteen.*

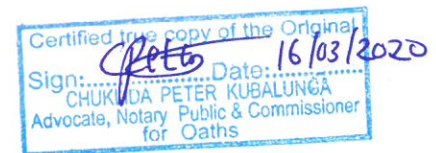
**THE COMPANIES ACT 2002.**  
**COMPANY LIMITED BY SHARES**

**MEMORANDUM AND ARTICLES OF ASSOCIATION**  
**OF**  
**SKS TANZANIA LIMITED**

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1. The name of the company is **SKS TANZANIA LIMITED**.
2. The registered office of the Company will be situated in the United Republic of Tanzania.

3. The objects for which the company is established are:



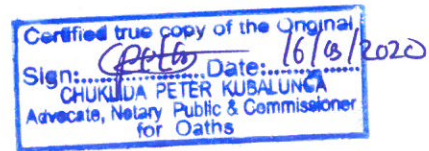
- (a) To carry on the business of fabric Manufacturing garments buttons, cloth buttons ,metals buttons, shell button ,Rivet Buttons ,plastic buttons, wooden buttons, plastic zippers , zipper roll eyelete, fastener, trouser hook, fabric covered buttons and other Clothing accessories .
- (b) To carry on the business of exporting and importing raw materials for making cloth buttons ,metals buttons, shell button ,Rivert Buttons ,plastic buttons, wooden buttons, plastic zippers , zipper roll eyelete, fastener, trouser hook, fabric covered buttons and other Clothing accessories
- (c) To supply, deals, exporters of manufactured cloth buttons ,metals buttons, shell button ,Rivert Buttons ,plastic buttons, wooden buttons, plastic zippers , zipper roll eyelete, fastener, trouser hook, fabric covered buttons and other Clothing accessories .
- (d) To carry on business of Designing cloth buttons ,metals buttons, shell button ,Rivet Buttons ,plastic buttons, wooden buttons, plastic zippers ,

- (d) The company shall not have the power to issue share warrants to bearer.
- (e) The company shall be entitled to treat the person whose name appears upon the Register of Members in respect of any shares as the absolute owner thereof, and shall not be under any obligation to recognize any trust or equity or equitable claim to or partial interest in such share, whether or not it shall have express or other notice thereof.
- (f) Every person whose name is entered as a member in the register of members, shall without payment, be entitled to one certificate under the common seal of the company specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the company shall not be bound to issue more than one certificate.
- (g) If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, not exceeding one thousand shillings and on such terms if any as to evidence and indemnity as the directors think fit.

## 8. SHARE CAPITAL AND SHARES.

- (a) The original share capital of the company is Tanzanian shillings three billion only (TZS. 3,000,000,000/=) divided into three thousand (3,000) shares each valued Tanzanian shillings one Million only (TZS.1,000,000/=).
- (b) If by the terms of the issue of any shares or otherwise any amount is payable in respect of any shares by installments at fixed times, every such installment shall be payable as if it were a call duly made by the directors of which due notice had been given.

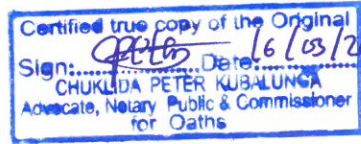
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CHUKWUA PETER KUBALUNGA  
Advocate, Notary Public & Commissioner  
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- (c) When any share shall have been forfeited an entry shall forthwith be made in the Register of Members of the company taking the forfeiture and the date thereof and, so soon as the share so forfeited shall have been disposed of, and entry shall also be made of the manner and date of the disposal thereof.
- (d) The lien conferred by Clause 7 of Table "A" shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the company, whether he/she shall be the sole registered holder thereof or shall be one of two or more joint holders.
- (e) An entry in the minute book of the company of the forfeiture of any shares or that any shares have been sold to satisfy a lien of the company, shall be sufficient evidence as against all persons entitled to such shares that the shares were properly forfeited or sold, and such entry, and the receipt of the company for the price of such shares, shall constitute a good title to such shares and the name of the purchaser shall be entered in the register certificate of title to the shares, and shall not be bound to see to the application of the purchase money. The remedy (if any) of any former holder of such shares or of any person claiming under or through him shall be against the company and in damages only.

## 9. TRANSFER OF SHARES

- (a) Subject to the provisions hereinafter contained, shares in the company shall be transferable by written instrument, in the common form hereunder, provided it is signed by both the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.



I,....., of .....in consideration of the sum of ..... paid to me by ..... of ..... (hereinafter called "the transferee") do hereby transfer to the said transferee the share (or shares) number ..... in the undertaking called ....., to hold unto the said transferee, subject to the several conditions on which I hold the share (or shares) subject to the conditions aforesaid. As witness our hands this.....day of ..... 20...

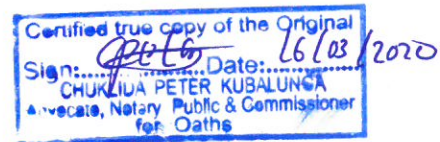
Witness to the above signature of .....

- (b) The directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares except a transfer to an existing member or a transfer made pursuant to Article 13 hereof.
- (c) Any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of such member, or to trustees of a settlement of a deceased member may be transferred by his personal representatives to any child or other issue, son-in-law, daughter-in-law, father mother, brother, sister, nephew, niece, widow or widower or such deceased member, and shares standing in the names of the trustees of any such settlement or of such settlement or will.
- (d) Subject to Article 9 thereof, every member or other person who intends to transfer shares (hereinafter called "the Vendor") shall give notice in writing to the Board of Directors his intention, and such notice shall constitute the Board of Directors his agent for the same of the said shares in one or more lots at the discretion of the Board of Directors to members of the company at a price to be agreed upon by the vendor and the Board

## 24. INDEMNITY




Every Director, managing Director, Agent, Auditor, Secretary and other officers for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings whether civil or criminal, in which judgment is given in his favour; or in which he/she is acquitted, or in connection with any application to the court by him under any provision of any claim made or to be made upon him in respect of any claim made or to be made upon him in respect of any negligence default, breach of duty or breach of trust, in which such relief is granted to him by the court.

## 25. ARBITRATION



Whenever there shall be an equality of votes amongst members or Directors or whenever any difference shall arise between the company and the Directors on one hand or between any members or their representatives on the other hand or between any members or of members with regard to the construction of these presents, or with regard to anything done, executed, omitted or suffered in pursuance of these presents or the companies act or with regard to any breach or alleged breach of these presents, or any claim on account of any such breach or alleged breach, or otherwise relating to these presents or to any of the affairs of the company, every such difference of opinion shall be referred to the decision of two arbitrators, one to be appointed by each of the parties in difference and such reference, shall be subject to all the provisions of the Arbitration act for the time being in force in the United Republic of Tanzania.

Subject to the provision of the act and to those contained in the Memorandum of Association of the Company may by special resolution make alteration or addition so made shall be as valid and effectual as if originally contained in this article and be subject in like manner to alteration by special resolution.

NO.	NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE
1.	RAHMA RASHID OTHMAN P.O BOX 78724 DAR ES SALAAM.	1,500	
2	SABRINA RASHID OTHMAN P.O.BOX 78724 DAR ES SALAAM	750	
3	KHADIJA RASHID OTHMAN P.O.BOX78724 DAR ES SALAAM	750	

DATED at Dar es Salaam this 6<sup>th</sup> Day of September 2018

WITNESS to the above Signature: -

Name: ISSAYA PETER OKUMU

Signature: 

Address: P.O.BOX 2390 DAR ES SALAAM

Qualification: COMMISSIONER FOR OATH

