
**MEMORANDUM OF UNDERSTANDING
BETWEEN**

Company	REAVIA jsc. (1st Party)
Company seat	Krmanova 14, Košice 040 01, Slovak Republic
Registered in	Business register of the District Court Košice I
Registration number	10381/P
ID	36 848 867

AND

Company	KAHAMA OIL MILLS ltd. (2nd Party)
Company seat	Kahama, Republic of Tanzania
Registered in	Business registered with The Registrar General, Tanzania
Registration number	
ID	134004

AND

Company	SELFINA EAST AFRICA ltd. (3rd Party)
Company seat	Dar Es Salaam, Republic of Tanzania
Registered in	Business registered with The Registrar General, Tanzania
Registration number	140993697
ID	C0010670092

1st Party expressed interest in conducting business activities in the Republic of Tanzania / Tanzania / and neighboring countries along with ECOLOGICAL PROJECT OF SELF-SUFFICIENCY IN PRODUCTION OF ORGANIC FERTILIZER AND FOOD SECURITY OF TANZANIA.

2nd party expressed its willingness to create prerequisites for the implementation of the declared Ecological Project of Self-Sufficiency in Production of Organic Fertilizer and Food Security in Tanzania, which would ensure the self-sufficiency of the country in the production of amino-acid fertilizers, the production of organic food and the improvement of the environmental status of the country.

3rd party expressed its willingness to provide its expertise and certificates to facilitate the success of the project.

Considering that all parties have experience and ability in cooperation areas defined in this Memorandum and they want to combine their skills, experiences and resources in a joint effort to achieve the goals and benefits in creating a long-term and a mutually beneficial relationship.

In regard to that and considering the assumptions and the mutual agreements listed below in this document, both parties agreed on the following:

1. SCOPE AND MOU OBJECTIVES:

Parties reaffirmed their willingness to participate in the trade in order to enhance sustainable production fruit and vegetables using environmentally friendly bio-fertilizers that will guarantee food security and;

- (i) Ensure self-sufficiency in production of organic amino acids and mineral liquid and solid fertilizers by processing of organic animal waste, i.e. feathers from poultry, ostrich and other birds, horns and hooves, bones of cattle, bovine animals, donkeys, goats and sheep, bristles and skin remains,
- (ii) Revitalization of agro-forestry, agricultural soil, curb desertification and enhance and land reclamation and biodiversity of agricultural land,
- (iii) Construction of Slovak Innovative Industrial Park in Tanzania, where we would ensure production of innovative products on Tanzania territory.
- (iv) Construction of photovoltaic electricity plant in Tanzania
- (v) Construction of waste management facilities in Tanzania

Both parties define their relationship primarily on the basis of previous declarations and have decided to achieve the aforementioned objectives by cooperating as follows:

In the first stage, the Slovak side will provide amino-acid fertilizers to the 2nd Party; the amount and value will be determined based on market demand. The payment terms and other conditions to be mutually agreed by the two parties through a subsidiary trade contract. The agreed contract for the delivery of products aims at the wide promotion and domestication of the product among farmers and the improvement of cultivation habits and results. Conditions of payment and delivery of goods will be specified in trade contract.

As part of the supply of products, the first party undertakes to organize a Slovak-Tanzania Agricultural Forum with an educational and practical purpose. The aim will also be the exchange of experience and the promotion of innovative methods for Tanzania agriculture.

In the second stage, the construction of a processing and production plant for the production of amino acids fertilizers will be carried out.

2nd Party undertakes to provide the 1st Party with maximum co-operation in the formal and authorization processes related to the legalization, approval and implementation of the project. Financing the supply of goods and the construction of the plant will be the subject of specific contracts.

a) Parties will create a future joint venture - the creation of a joint venture ROKOSAN Tanzania, on the territory of Tanzania, and the construction of a joint fertilizer plant, with a capacity to be determined through a feasibility study of liquid fertilizer and loose amino acid fertilizer, in Tanzania industrial zone. Plant will also process horns and hooves, and in particular milling, mixing, packing and distribution of bulk fertilizers and other types of fertilizers. The share of the Slovak party should be 51 percent. The joint venture will produce the following products ROKOHUMIN, ROKOSAN, ROKOACTIV, ROKOLAN, as well as loose fertilizers, or new blended fertilizer. The promotion and marketing of the products will target the general market in Tanzania.

d) The estimated investment amount to the plant will be determined based on a feasibility study.

f) Next, 2nd party undertakes to obtain warranties for 1st party and benefits, corresponding to the role of the strategic partner with all attributes of benefits (tax and social benefit. customs) as well as other individual benefits.

g) Parties have agreed on cooperation with the other party in following areas:

- Provision their contacts and help with choice of a land for the construction of the factory

- Securing a suitable developer and contractor and supply of technological equipment

- Obtaining of all necessary permits for the construction of a factory for the production of fertilizers,

- Obtaining of a certificate for the product manufactured or legislative changes necessary to achieve the above stated objectives.

- Provision of assistance to obtain a distribution and sales license on the territory of Tanzania.

- If need be, provide assistance in obtaining financial incentives or other benefits for the investor at the or national level.

2. DOCUMENTATION, CERTIFICATION AND OTHER FORMALITIES:

1st party takes responsibility for all necessary formalities - providing security data card, UKSUP, SVS and awards, catalogs and marketing materials, which will support the sale of the complete product line ROKOHUMIN, ROKOSAN, ROKOACTIV, ROKOLAN and ROKOAMIN

3rd party is committed to creating conditions that ensure fast certification, and obtaining authorization for the distribution and production of fertilizers in Tanzania and to provide existing certificates to parties of this MOU

3. MARKETING AND PROMOTION

Both parties undertake to cooperate in promotion and education of distribution companies and farmers in Tanzania. As part of the marketing activities, Parties pledge to organize Slovak-Tanzanian Agroforums to educate Farmers and Fertilizer Agents.

4. COMMON PROCEDURE

Both sides agree to a common approach to promoting the implementation of projects in marketing, establishment of agro-forestry, processing of animal waste and revitalization of forests, or bio diversification of land in the territory of Tanzania.

5. FUTURE JOINT UNDERTAKING

Both parties commit, in the case of a mutual interest, to create the conditions for the creation of a joint venture or other common structure based on an unobtrusive advantage.

6. BUSINESS SECRET

Both parties undertake to respect the principles of business secrets that both sides exchange during joint action, drafting, logistics and future possible scenarios of common steps. This particularly applies to the technological process, manufacturing processes and the process of

obtaining the final product which is the subject of trade secrets and they will also be considered in the jurisdiction of the participating parties and in their countries. This agreement is confirmed by the agreement confidentiality.

The participants to this Memorandum acknowledge that a certain part of the know-how as well as the procedures which have the character of the 1st party's production secrets may be subject to the license fees or may be subject to the confidentiality from the 2nd party's side

7. COMPETITION

With exception for compliance with the constitutions of this MOU, each party agrees to the signing of this MOU that during the period set here, they and their subsidiaries or affiliates will not, directly or indirectly conduct business activities stated covered by this MOU in Tanzania.

8. DURATION AND TERMINATION OF MOU

Obligations defined in this MOU should stay in validity and efficiency, regardless of any changes in content, structure, or individuals / representatives of each party. In case of inactivity of both sides leading to the fulfillment of the purposes of the MOU is executed within 6 months, the MOU terminates, while the contracting parties may agree to extend its validity.

9. FORCE MAJEURE

If the performance of this MOU or its obligations from resulting therefrom is limited, revoked, or affected by circumstances beyond the reasonable control of the party responsible for it, the party thus affected (after prompt notification by the other party) must be justified performance of the commitment in question scope of prevention, limitation or cancellation. At the same time, however, the affected person must make his best efforts to prevent and remove the cause that hinders the performance of the obligations arising out of this MOU and continue in performance whenever such cause is removed.

10. NOTICE

All correspondence or remarks required for this MOU should be in written form and signed by the notifying party (a complaint or request) has been sent which should be delivered in an appropriate manner.

11. DISPUTE SETTLEMENT

In case of any dispute or dispute arising from the interpretation of the individual provisions of this MOU, parties should immediately disclose the misunderstanding to make any disagreement or dispute resolved in the spirit of mutual understanding and cooperation. In the event that disputes or claims cannot be resolved by both parties within 21 days of the date on which the disagreement occurred, then any such disagreement, dispute or claim should be brought before the arbitration of third neutral party, with the participation of three arbitrators nominated by both parties. The place of arbitration should be Vienna International Arbitral Centre.

This Memorandum is signed by parties that have undertaken to implement the steps and represents and reflects their will to carry out the steps mentioned in this Memorandum.



In Kosice/ Dar Es Salaam, as of the day of 26th of August 2021.

1st Party:




REAVIA JSC
JUDr. Roman Gorej,
Executive manager

2nd Party:



KAHAMA OIL MILLS Ltd.
Mr. William Matonange
Chief Operating Officer

3rd Party:


SELFINA EAST AFRICA Ltd.
Dr. Victoria Kisyombe,
Executive manager