

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as (MOU)) dated this TH 30 day of ~~OCTOBER~~ 2021 is made

BETWEEN

BOWMANS TANZANIA LIMITED, a limited liability company incorporated in Tanzania under the Companies Act, 2002 with Registration No. 131905 and having its registered office at Plot No. 574, P.O. Box 78552, 2nd Floor, The Luminary, Cnr Haile Selassie and Chole Roads, Masaki, Dar es Salaam (**Bowmans**) of the one part;

AND

MINARA TANZANIA LIMITED, a private limited liability company incorporated in Mainland Tanzania under the Companies Act with registered company number 149644199 and having its registered office at Plot No. 574, P.O. Box 78552, 2nd Floor, The Luminary, Cnr Haile Selassie and Chole Roads, Masaki, Dar es Salaam (**Minara**) of the other part.

Bowmans and **Minara** shall together be described as the "**Parties**".

WHEREAS:

- A. Bowmans at the request of Minara, agreed to and entered into a Memorandum of Understanding dated 19 February 2021 for the provision of registered office facilities to Minara for purposes of obtaining Tax Identification Number (TIN) at Tanzania Revenue Authority (TRA) Kinondoni Region and for the business licence, (the **Initial MOU**); and
- B. The Initial MOU expired on 29 October 2021 whilst Minara has not yet obtained the requisite business licence and other licences/ permits required to operate in Tanzania.

IT IS NOW AGREED AS FOLLOWS:

1. PURPOSE OF THE MOU

The Parties agree that Bowmans will provide registered office facilities to Minara. The purpose of this MOU is to set forth the details of the registered office facilities arrangement.

2. GENERAL

- 2.1 Bowmans will allow Minara to maintain its registered office at its address and Minara will comply in all aspects with the relevant particulars of the Companies Act.
- 2.2 Minara will use their registered office for the purposes of obtaining the Network Facilities Licence with the Tanzania Communication Regulatory Authority (TCRA), business licence and any other permits/licences required under the law.

- 2.3 Minara will notify the Registrar of Companies of any changes to the registered office.
- 2.4 In providing the services contemplated in this MOU, Bowmans does not accept any liability for the tax affairs of Minara and Minara indemnifies and holds harmless Bowmans, its directors, employees and staff in respect of any and all losses arising from or attributable to Minara's tax affairs.

3. **TERM**

The term for this MOU shall be for a period of 4 months from 30 October 2021 to 28 February 2022. This MOU may be terminated, without cause and without further liability on the part of either Party, by either Party upon 7 days written notice, which notice shall be delivered by hand or by email.

4. **ENTIRE AGREEMENT**

This MOU constitutes the entire agreement of Bowmans and Minara with respect to the subject matter and supersedes all prior or contemporaneous written or oral agreements, whether express or implied, related to the subject matter hereof.

5. **GOVERNING LAW**

This MOU shall be governed by the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF this MOU has been duly executed by the Parties hereto as of the day and year first hereinbefore written.

SIGNED at Dar es Salaam on this the 30TH day of OCTOBER 2021

For and on behalf of **BOWMANS TANZANIA LIMITED**



Melinda Shirima

Capacity: Company secretary
Who warrants his authority hereto

SIGNED at Dar es Salaam on this the 30TH day of OCTOBER 2021.

For and on behalf of **MINARA TANZANIA LIMITED**


Wilbert Kapinga

Capacity: Director
Who warrants his authority hereto

DRAWN BY:

**Bowmans Tanzania Limited
2nd Floor, The Luminary
Cnr Haile Selassie and Chole Roads
Masaki,
P.O Box 78552
Dar es Salaam**