

LEASE AGREEMENT

BETWEEN

**FIN & LAW
("the Lessor")**

AND

**MC-BAUCHEMIE TANZANIA LIMITED
("the Lessee")**

AT PLOT No. 193

14112 MIKOCHENI AREA, KINONDONI, DAR ES SALAAM, TANZANIA

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on theday of 2023

BETWEEN

FIN & LAW of P. O. Box 32945, Dar es Salaam, Tanzania, hereinafter called the "**Lessor**" which expression shall where the context so admits includes successors or assigns of the one part.

AND

MC-BAUCHEMIE TANZANIA LIMITED, a company duly registered under the Laws of Tanzania, hereinafter called "**the Lessee**"/" **the Company**" whose expression shall where the context so admits include its successors and assigns of the other part.

WHEREAS the Lessor is the lawful owner of the house at Plot No. 193, 14112 Mikocheni Area, Kinondoni, Dar es Salaam, Tanzania and is desirous and willing of leasing the address to the Lessee.

WHEREAS the Lessee is an entity to be registered in Tanzania and thus engages the Lessor for the purpose of acquiring the business address in Tanzania to facilitate the registration process

NOW THEREFORE this agreement witnesses as follows: -

1. DURATION

The Lessor hereby leases to the Lessee the use of the address at Plot No. 193, 14112 Mikocheni, Kinondoni District, Dar es Salaam, Tanzania for a term of 12 months effective from 01st December 2023. This Lease Agreement is subject to automatic renewal unless agreed otherwise at the end of the term on the same terms and conditions.

2. RENT

The Rent shall be US\$ 150 (United States Dollars One Hundred Fifty) per months payable quarterly in advance at the beginning of the contract.

3. THE ADDRESS AND PERMITTED USE

a) The scope of this agreement shall be for the provision of address services specifically about providing the Company with a registered address as per the requirement of the law.

b) For that purpose, the address created herein shall be as follows

MC-BAUCHEMIE TANZANIA LIMITED

193 Rose Garden Road

14112 Mikocheni Area

Kinondoni District

P.O. Box 32945

Dar es Salaam, Tanzania

c) Under no circumstance shall the Company/Lessee use the address other than the permitted scope and use.

4. THE LESSEE HEREBY WARRANTS, and REPRESENTS as follows:

- a) That the Lessee shareholders are a entities and individuals in their togetherness they represent that they are conducting lawful and legal business.
- b) At no point in time, the Lessee has or was involved in any criminal activities, ammunition business, human trafficking, terrorism, money laundering or fraud anywhere in the world.
- c) The Lessee specifically wants to set up its business in Tanzania whereby it intends to use the address for that purpose.
- d) The Lessee shareholders and directors are people of good standing and are not associated anyhow with any criminal activities anywhere in the world.
- e) The Lessee shall pay the rent and other statutory payments reserved on the day aforesaid.
- f) To use the address only as a registered office address of the Lessee in Tanzania and not otherwise.
- g) The Company is not registered to defeat any legal or tax compliance in Tanzania or anywhere in the world.
- h) Not to use the address to misrepresent, forge or otherwise inform the public about its presence in Tanzania other than for the specific purposes agreed herein.
- i) That the Company shall provide as much information and details to FIN & LAW and law enforcement agents wherever required for that purpose.
- j) The Company undertakes to execute the anti-money laundering and Know Your Customer (KYC) form provided by the Lessor.

5. THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows: -

- a) That the Lessee paying the rent hereby reserved and performing and observing the several covenants on his part herein contained shall peaceably hold and enjoy the said use of the address during the said term.
- b) Any notice under this lease shall be in writing and any notice to the Lessee shall be sufficiently served if left addressed to him on the demised premises or sent to him by post.
- c) The Lessor warrants that neither it nor any of its partners, officers, or affiliates is subject to Sanctions, or is owned or controlled by a person that is subject to Sanctions. "Sanctions" means any trade restrictions or economic sanctions administrated or enforced by the United

Nations Security Council, the European Union, Her Majesty's Treasury of the UK or the US Department of Treasury's Office of Foreign ASSETS and Control.

6. THE LESSOR AND LESSEE TOGETHER AGREE AS FOLLOWS

- a) Any dispute between them shall be resolved amicably and by consultation between the parties.
- b) The Lessee is hereby granted by the Lessor the use of the address as per the terms and conditions above.
- c) Any information, document or items served to the Company on the said address shall be opened, inspected, verified, and shall be advised to the Company. Any information contained or obtained from any such document or item constitutes confidential information. The Lessor thus agrees to treat as secret and confidential and not to disclose to any third party (save to its employees' agents or advisers who have a need to know and who are under the same confidentiality obligations on terms no less onerous than those of the Lessor) any confidential information of the Lessee which it may directly or indirectly receive from time to time in connection with this Agreement. The obligations under this clause will survive the expiry or termination of this Agreement.
- d) FIN & LAW is not and shall not be an agent or principal for any business activities of the Company in Tanzania. For the avoidance of doubt, this agreement is not meant to create any principal-agency relationship (i.e., no principal-agency relationship) anyhow.
- e) The parties acknowledge that either party may collect request, process, store and use personal data (name, phone number, etc) of its employees, officers, or agents in connection with the performance of this Agreement, the administration of the relationship between the parties, or where a party has a legitimate interest to do so. The parties undertake to comply with applicable data privacy and protection laws and all reasonable requests of any party concerning the processing of any personal data disclosed. A party who discloses personal information represents that it has, where relevant, procured the consent of the data subject whose personal data it discloses to the other party and will indemnify the receiving party against claims made by a data subject against the receiving party for processing its data without consent. The parties shall take appropriate, reasonable, technical, commercial, and organizational measures to prevent the loss of damage to or unauthorized destruction of, and the unlawful access to or processing of personal data supplied to it. The measures always taken must be of a standard no less than the standards which comply with best industry practice and applicable laws for the protection, control, and use of personal data. The obligations under this clause will survive the expiry or termination of this Agreement.

7. TERMINATION

This Agreement May be terminated:

- a) In the event the rent is due and remains unpaid for 30 days, the Agreement shall automatically be terminated.
- b) By one party giving a written notice of termination to the other party;
- c) Upon the deregistration of the Company under the laws of Tanzania.

d) In the event, the Company is associated with any fraud, misrepresentation, or any sort of criminal activities in Tanzania or anywhere in the world or any willful non compliance to the laws of Tanzania.

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the laws of Tanzania. Any dispute between the parties shall be resolved by Mediation between the parties accordingly.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, in the year and the manner hereinafter appearing: -

FOR THE LESSOR

SIGNED and DELIVERED at Dar es Salaam

For and on behalf of **FIN & LAW** in the presence of us this day of 2023.

Signature
Name **ERIC FRANK RINGO**
Designation **DIRECTOR**



Signature
Name **MAIMUNA MOHAMMED**
Designation **MANAGER**

FOR THE LESSEE

SIGNED and DELIVERED at Dar es Salaam

For and on behalf of **MC-BAUCHEMIE TANZANIA LIMITED** in the presence of us this day of 2023.

Signature
Name **Henry Mulima**
Designation **General Manager**



Signature
Name **Shantanu Dutta**
Designation **Business Development Manager**

ATTESTATION BY ADVOCATE

Before Me:

Name: **Natalie Michael Nyamwilimira**

Signature:

Designation: Advocate, Notary Public and Commissioner for Oaths





TANZANIA REVENUE AUTHORITY

NOTICE OF ORIGINAL/ADJUSTED/AMENDED ASSESSMENT

TIN : 170-613-759 TAX : Stamp Duty on Land transactions TAX DEBIT NO : 685220357

TAXPAYER NAME: MC-BAUCHEMIE TANZANIA LIMITED

Issuing Office: Regional Manager
022-2771841 / 022-2771846
Morogoro Road NSSF Building
Dar es Salaam, Tanzania

BLOCK NO : A

P.O.BOX : 77949

Date of Issue: 12 December 2023

POSTAL TOWN : Dar es Salaam

Take note that you have been assessed under the Income Tax Act, 2004.

1. Tax for : Stamp Duty on Land transactions	TSH.	44,730.00
Less already Paid-in	TSH.	
2. Reasons		
<u>Fine & Penalty</u>	TSH.	44,730.00
*AMOUNT OF TAX DUE	TSH.	0.00
*INTEREST THEREON	TSH.	44,730.00
*TOTAL TAX AND OR INTEREST DUE	TSH.	

TOTAL AMOUNT
44,730.00
MONTH-YEAR
2023
LAST DATE OF PAYMENT
11 January 2024

If payment is not made by the due date, proceedings for its recovery in accordance with the Tax Administration Act, 2015 will be commenced without further warning.
In case you were aggrieved with this assessment you may object by filling Objection to the Commissioner General within 30 days from the date of service of the assessment in accordance with the provision of section 51 of the Tax Administration Act, 2015 read together with its Regulations.

HUSNA NYANGE
Regional Manager
Kinondoni Tax Region