



OFFICE SPACE AGREEMENT

This Agreement (the "Agreement") is made in Dar es Salaam on 8th September 2023.

BETWEEN

VINTAGE INTERNATIONAL LIMITED of P. O. Box 77044 Dar es Salaam (herein referred to as the "provider"), a corporation registered and existing under the laws of the United Republic of Tanzania, with its head office located in Dar es Salaam Tanzania

AND

HGC TRANSPORT AND LOGISTICS LIMITED (herein referred to as the "client"), a corporation registered and existing under the laws of the United Republic of Tanzania,

WHEREAS the provider occupies premises on **Oyster Pearly Galleria, 1st Floor, Chole Road Off Toure Drive.**

AND WHEREAS the provider is desirous of allocating part of the demised premises on the terms and conditions as shown herein below.

AND WHEREAS **Client** is desirous to occupy part of the said **office space** for a period of three months (3 months) and the **Provider** has agreed to provide the part demised premises to the **Client** to hold and enjoy the same for **office purposes** and conditions as hereinafter appearing.

THIS AGREEMENT WITNESSETH as follows:

1. NATURE OF THE AGREEMENT:

- I. The whole of the Centre remains in the Provider's possession and control.
- II. The Provider is giving the Client the right to share with the Provider the use of the Centre on agreed terms and conditions, as supplemented by the House Rules, so that the Provider can provide the services to the Client.
- III. This Agreement cannot be transferred to anyone else without prior consent from the Provider unless such transfer is required by law. The Provider will not unreasonably withhold its consent to assignment to a parent, subsidiary or affiliate of Client provided that Client and assignee execute the Provider's form of Assignment of License Agreement which will require assignee to assume all Client obligations and will not release the Client.
- IV. This agreement is composed of the terms and conditions, House Rules and Service Price Guide.

2. COMPLIANCE WITH HOUSE RULES: The Client must comply with any House Rules which the Provider imposes generally on users of the Centre. The House Rules vary from country to country and from Centre to Centre and these can be requested locally.

3. USE AND OCCUPANCY:

- I. The Client shall only occupy and use unit No.106 herein referred to as (the "Office") for a period of three months renewable
- II. The Client must only use the office space for office purposes which are legal as per the laws of Tanzania.
- III. The Client must not carry on a business that competes with the Provider's business of providing office spaces or its ancillary services.
- IV. The Client may use the said Office address as its business address. Any other uses are prohibited without the Provider's prior written consent.

4. COMMENCEMENT:

This agreement shall commence on **8th September 2023** and expires on **31st November 2023** **(RENEWABLE)**.

5. RENEWAL/TERMINATION:

Client shall communicate in writing on intent to renew or terminate 60 days prior the expiry date otherwise the contract shall renew automatically and becomes legal binding for the equal period of the initial agreement.

6. RENT:

- I. Rent shall be paid quarterly and prior move in.
- II. All invoices are issued on 1st date of the month prior the new installment and with due date of 25th within the month of invoicing. Failure to pay rent on time shall result to
 - A. Penalties of 15% per each month delay.
 - B. Office lock out
 - C. Disconnection of services
- III. The Client shall pay USD 100.00 VAT exclusive as monthly rent for office space
- IV. Final invoice shall include VAT, other related taxes shall be borne by the tenant.
- V. All payments are direct bank transfers to Vintage International bank account and proof of payment to be submitted to Vintage International for handover of the office and access to the center.
- VI. Additional services and payments are to be agreed by the Provider and client and charged with a 30% margin as administrative costs.
- VII. Upon expiry of the contract and if applicable and supported with the price changes in the market, rent increments shall be discussed prior and amicably agreed upon and guided by the local Consumer Price Index or such other broadly equivalent index where a consumer price index is not available locally. If there is a negative index rate, prices will not be decreased.

7. AMENITIES

- i. Furnished Office
- ii. Kitchen amenities, no limitation in consumption
- iii. Boardroom use with free amenities such as stationary, coffee, snacks etc
- iv. WIFI-90Mbps no extra charges
- v. Front office and administrative support no additional charges
- vi. On site management team
- vii. Postal facilities/mail handling
- viii. Utilities such as water/Electricity paid for
- ix. Office maintenance
- x. Office hygiene
- xi. 24/7/365 access to the Centre
- xii. Top notch security, CCTV and 24 hours security guard
- xiii. Standby Generator, no additional fee

8. CANCELLATION:

- i. Either the provider or client cannot terminate the contract once signed to the expiry date of the contract unless the client breaches the contract on which he will be liable to pay the remaining period of the contract in full.
- ii. The provider exceptionally has a right to end the contract if the client is proven to have been involved or involving himself in illegal business or violent acts that exposes the business center and that of other occupants.
- iii. Sexual harassment to employees or fellow tenants and any unethical behaviors that are deemed inappropriate at the business center

9. ENDING THIS AGREEMENT IMMEDIATELY:

To the maximum extent permitted by applicable law, the Provider may put an end to this agreement immediately by giving the Client notice and without need to follow any additional procedure if;

- I. The Client becomes insolvent, bankrupt, goes into liquidation.
- II. the Client is in breach of one of its obligations which cannot be put right or which the Provider have given the Client notice to put right and which the Client has failed to put right within fourteen (14) days of that notice, or
- III. its conduct, or that of someone at the Centre with its permission or invitation, is incompatible with ordinary office use and
 1. such conduct is repeated despite the Client having been given a warning or
 2. such conduct is material enough (in the Provider's opinion) to warrant immediate termination.
- IV. If the Provider puts an end to this agreement for any of these reasons it does not put an end to any outstanding obligations, including additional services used, requested or required under the agreement and the monthly office fee for the remainder of the period for which this agreement would have lasted if the Provider had not ended it.
- V. If the Centre is no longer available: In the event that the Provider is permanently unable to provide the services at the Centre stated in this agreement then this agreement will end and the Client will only have to pay monthly office fees up to the date it ends and for the additional services the Client has used.
- VI. When this agreement ends the Client is to vacate the center immediate leaving the center in the same condition as it was when the Client took it otherwise the security deposit will be used for repairs and any other deductions. Upon the Client's departure or if the Client, at its option, chooses to relocate to different rooms within the Centre, the Provider will charge an office restoration Service fee to cover normal cleaning and repairs and to return the office to its original state. The Provider reserves the right to charge additional reasonable fees for any major repairs needed above and beyond normal wear and tear. If the client leaves

any property in the Centre the Provider may dispose of it at the client's cost in any way the Provider chooses without owing the client any responsibility for it or any proceeds of sale.

- VII. If the Provider has been advised by any government authority or other legislative body that it has reasonable suspicion that the Client is conducting criminal activities from the Centre then the Provider shall be entitled to terminate this agreement with immediate effect.

10. EMPLOYEES:

While this agreement is in force and for a period of twelve months after it ends, neither the provider nor the client may knowingly solicit or offer employment to any of the other's staff employed. This obligation applies to any employee employed at the center up to that employee's termination of employment, and for three months thereafter. It is stipulated that the breaching party shall pay the non-breaching party the equivalent of six months' salary for any employee concerned.

11. CONFIDENTIALITY:

The terms of this agreement are confidential. Neither the Provider nor the Client must disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for a period of 3 years after this agreement ends.

12. PROVIDING THE SERVICES:

i. Access to the center:

- a. The Provider will ensure that access to the center is 24/7 by providing the client with keys or any access facility to the client.
- b. The client shall provide/allow access to his/her office when the Provider needs access to carry out testing, repair or works other than routine inspection, cleaning and maintenance. The Provider will also endeavor to respect reasonable security procedures to protect the confidentiality of the Client's business.

ii. Office Equipment:

- a. The Client must not install any cabling, IT or telecom connections without the Provider's consent, which the Provider may refuse at its absolute discretion.
- b. As a condition to the Provider's consent, the Client must permit the Provider to oversee any installations (for example IT or electrical systems) and to verify that such installations do not interfere with the use of the accommodation(s) by other Clients or the Provider or any landlord of the building.



iii. Insurance:

- a. It is the Client's responsibility to arrange insurance for its own property which it brings in to the Centre and for its own liability to its employees and to third parties. The Provider strongly recommends that the Client put such insurance in place.

iv. Ant bribery

- a. Both the Client and the Provider shall comply at all times with all relevant anti-bribery and anti-corruption laws.

v. Exclusion of consequential losses ,etc

- a. The provider will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss or damage of data, third party claims or any consequential loss unless the provider otherwise agrees in writing. The provider advises the client to insure his property.

vi. Pay-as-you-use and additional variable services:

Fees for pay-as-you- use services, plus applicable taxes, in accordance with the Provider's published rates which may change from time to time, are invoiced in arrears and payable the month following the calendar month in which the additional services were provided. Specific due dates will differ by country and are listed in the House Rules. Such services include, phone usage, courier services, printing, and any other as requested by the client. All utilities, kitchen amenities and internet facilities are inclusive in rent and not paid as additional services.

- vii. Discounts, Promotions and Offers:** If the Client benefited from a special discount, promotion or offer, same will not renew in the renewal/extension.

13. APPLICABLE LAW

This agreement is interpreted and enforced in accordance with the laws of Tanzania. All dispute resolution proceedings will be conducted in Tanzania. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.

14. DISPUTE RESOLUTION

All disputes which arise between the parties in connection with this agreement shall be settled amicably through the court of Tanzania.

IN WITNESS WHEREOF the parties herein have hereto signed this deed on the day of the month and of the year in the manner as herein below appearing

FOR VINTAGE INTERNATIONAL LIMITED

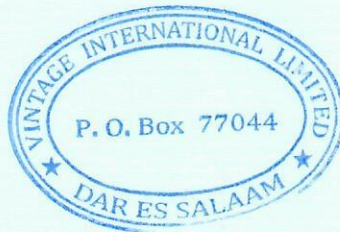
NAME: Sarah Celestin Mhergona

TITLE: C-EO

SIGNATURE: [Signature]

DATE/MONTH/YEAR: 8/09/2023

COMPANY STAMP:



FOR HGC TRANSPORT AND LOGISTICS LIMITED

NAME: Duncan Ochieng

TITLE: Country Representative

SIGNATURE: [Signature]

DATE/MONTH/YEAR: 8/9/2023

COMPANY STAMP:

