

PURCHASE AGREEMENT

This Purchase of Agreement is made at Dar Es Salaam on this Day 29th of March 2022.

BETWEEN

KEDS TANZANIA COMPANY LIMITED of Lulanzi - Kibaha with P.O. Box 61724, Pwani, Tanzania (hereinafter referred to as "**the Seller**", which expression shall, where the context so admits, include their assigns, executors, and other successors in title) of the one part.

AND

DOWEICARE TECHNOLOGY LIMITED of Plot No. 194 and 196 in Kibaha with P.O. Box 30321, Tanzania (hereinafter referred to as "**the Purchaser**" which expression shall, where the context so admits include his assigns, executors, and other successors in title) of the other part.

WHEREAS:

- A. The Seller carries on the business of manufacturing various products including baby diapers and sanitary pads at its factories in Kibaha, Tanzania (the "Business").
- B. The Seller owns the assets of the Business and desires to sell certain assets (the "Assets"), to the Purchaser, subject to any exclusions set out in this Agreement and the Purchaser desires to buy the Assets.
- C. That, both parties commit to enter this contract and execute it in good faith.

IN CONSIDERATION of the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the Parties agree as follows:

Definitions

1. The following definitions apply in the Agreement:

- a. The "Assets" to be included in this Agreement are the assets that are specifically listed in this Agreement or otherwise provided but shall not mean all assets of the Seller.
- b. "Closing" means the completion of the purchase and sale of the Assets as described in this Agreement by the payment of agreed consideration, and the transfer of title to the Assets.



Sale and Purchase Price

2. Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties, and conditions set out in this Agreement, the Seller agrees to sell the Assets to the Purchaser and the Purchaser agrees to purchase the Assets from the Seller. The Assets to be sold in this Agreement are listed, signed, and attached to this Agreement as Annexure 1 which forms as part of this Agreement.
3. The Parties agree that the Purchase Price for the Assets will be TZS 10,530,000,000/= (VAT exclusive).
4. That, the purchaser shall pay the purchase price in twelve instalments in one year.

Closing

5. The Closing of the purchase and sale of the Assets will take place on 30th June, 2022 (the "Closing Date") at the offices of the Seller or at such other time and place as the Parties mutually agree.
6. At the Closing date, the Seller will deliver the Assets to the Purchaser. The Seller will deliver to the Purchaser possession of the Assets, in the same condition as on the Execution Date, and free and clear of any liens, charges, rights of third parties, or any other encumbrances, except those attached as a result of the Purchaser's actions.
7. Subject to Clause 6 of this contract, the parties shall be at liberty to pass the assets from the Seller to the Purchaser on any date from the effective signing date of this contract to the closing date of the contract.
8. At Closing and upon the Purchaser paying the Purchase Price in full to the Seller, the Seller will provide the Purchaser with duly executed forms and documents evidencing transfer of the Assets, where required. The Seller will also co-operate with the Purchaser as needed in order to effect the required registration, recording, and filing with public authorities of the transfer of ownership of the Assets to the Purchaser.

Payment

9. The Purchase Price for the Assets will be paid by the Purchaser to the Seller in the form of a certified cheque, a Bank Draft or an electronic money or funds transfer. Payment shall be done through the following details:



NAME:KEDS TANZANIA COMPANY LIMITED

BANK:ABSA BANK

ACCOUNT NO:001-6005037(USD)/001-6005770(TZS)

SWIFT CODE:BARCTZTZ

BRANCH:OHIO STREET

10. The Purchaser is responsible for paying all applicable taxes in accordance with the law payable pursuant to the transfer of the Assets from the Seller to the Purchaser .

Seller's Representations and Warranties

11. The Seller represents and warrants to the Purchaser that:
- a. The Seller has full legal authority to enter into and exercise its obligations under this Agreement.
 - b. The Seller is the absolute beneficial owner of the Assets, with good and marketable title, free and clear of any liens, charges, encumbrances or rights of others. The Seller is exclusively entitled to possess and dispose of the Assets.
 - c. Execution of this Agreement will not hinder or unfairly disadvantage any pre-existing creditor.
 - d. The Seller is not bound by any written or oral pension plan or collective bargaining agreement or obligated to make any contributions under any retirement income plan, deferred profit sharing plan or similar plan.
 - e. The Assets, while owned by the Seller, have been maintained at all times in accordance with standard industry practice. The Seller further warrants that all tangible assets are in good working order.
 - f. The Seller is operating in accordance with all applicable laws, rules, and regulations of the jurisdictions in which it is carried on.
 - g. To the best knowledge of the Seller, the conduct of the Seller does not infringe on the patents, trademarks, trade names or copyrights, whether domestic or foreign, of any other person, firm or corporation



h. This Agreement has been duly executed and delivered by the Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.

12. The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by the Seller to the Purchaser, including, without limitation, any representations or warranties regarding the merchantability of the Assets or their fitness for a particular purpose.

Purchaser's Representations and Warranties

13. The Purchaser represents and warrants to the Seller the following:

a. The Purchaser has full legal authority to enter into and exercise its obligations under this Agreement.

b. The Purchaser has funds available to pay the full Purchase Price and any expenses accumulated by the Purchaser in connection with this Agreement and the Purchaser has not incurred any obligation, commitment, restriction, or liability of any kind, absolute or contingent, present or future, which would adversely affect its ability to perform its obligations under this Agreement.

c. This Agreement has been duly executed by the Purchaser and constitutes a legal and binding obligation of the Purchaser, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction.

14. The representations and warranties given in this Agreement are the only representations and warranties. The Purchaser has given no other representation or warranty, either expressed or implied, to the Seller.

15. Where the Seller has a claim against the Purchaser relating to one or more representations or warranties made by the Purchaser, and the Seller is entitled to recover damages from a third party



then the amount of the claim against the Purchaser will be reduced by the recovered or recoverable amount less all reasonable costs incurred by the Seller in recovering the amount from the third party.

Conditions Precedent to be Performed by the Purchaser

16. The obligation of the Seller to complete the sale of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Purchaser, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:
- a. All of the representations and warranties made by the Purchaser in this Agreement will be true and accurate in all material respects on the Closing Date.
 - b. The Purchaser will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorisations from any person or any governmental or public body, required of the Purchaser in connection with the execution of this Agreement.

Conditions Precedent to be Performed by the Seller

17. The obligation of the Purchaser to complete the purchase of the Assets under this Agreement is subject to the satisfaction of the following conditions precedent by the Seller, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Purchaser and may be waived by the Purchaser entirely or in part:
- a. All of the representations and warranties made by the Seller in this Agreement will be true and accurate in all material respects on the Closing Date.
 - b. The Seller will obtain and complete any and all forms, documents, consents, approvals, registrations, declarations, orders, and authorisations from any person or governmental or public body that are required of the Seller for the proper execution of this Agreement and transfer of the Assets to the Purchaser.
 - c. No substantial damage to or alteration of the Assets that would adversely affect their value will occur between the date this Agreement is signed and the Closing Date.



- d. The Seller will have obtained any necessary consents for assigning any leases to the Purchaser as well as providing estoppel certificates from such owners or landlords that there are no arrears of rent, no breaches under such leases and the amount of the security deposits held by such third parties.
- e. The Seller will execute and deliver bills of sale for the Assets in favor of the Purchaser.
- f. The Seller will provide the Purchaser with complete information concerning the operation of the Seller, in order to put the Purchaser in a position to carry on in the place of the Seller.

Conditions Precedent Not Satisfied

- 18. If either Party fails to satisfy any of its conditions precedent as set out in this Agreement on or before the Closing Date and that condition precedent was not waived, then this Agreement will be null and void and there will be no further liability as between the Parties.

Non-Assumption of Liabilities

- 19. It is understood and agreed between the Parties that the Purchaser is not assuming and will not be liable for any of the liabilities, debts or obligations of the Seller arising out of the ownership or operation of the Seller prior to and including the Closing Date.
- 20. The Seller will indemnify and save harmless the Purchaser, its officers, directors, employees, and agents from and against all costs, expenses, losses, claims, and liabilities, including reasonable legal fees and disbursements, or demands for income, sales, excise or other taxes, suffered or incurred by the Purchaser or any of the above mentioned persons arising out of the ownership or operation of the Seller prior to and including the Closing Date.

Transfer of Third Party Contracts

- 21. This Agreement is not to be construed as an assignment of any third party contract from the Seller to the Purchaser if the assignment would be a breach of that third party contract.
- 22. The Purchaser will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Seller to the Purchaser.



23. Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or decrease in value of the Seller resulting from the failure of the Purchaser to acquire any third party contracts.

Notices

24. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

25. The correspondences shall be made to the following names:

KEDS TANZANIA COMPANY LIMITED

NAME: ZHANG QI

POSITION: DIRECTOR

ADDRESS: Lulanzi - Kibaha with P.O. Box 61724, Pwani, Tanzania

TELEPHONE: +255757036890 EMAIL: zhangqi@kedstz.com

DOWEICARE TECHNOLOGY LIMITED

NAME: HU ZHAN

POSITION: DIRECTOR

ADDRESS: Plot No. 194 and 196 in Kibaha with P.O. Box 30321, Tanzania

TELEPHONE: +255764358424 EMAIL: brekenly@ssoftcare.com

Expenses/Costs

26. The Parties agree to pay all their own costs and expenses in connection with this Agreement.

Severability

27. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render



the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.

28. Where any provision in this Agreement is found to be unenforceable, the Purchaser and the Seller will then make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

Governing Law

29. This Agreement will be governed by and construed in accordance with the laws of the United Republic of Tanzania.
30. The courts of the United Republic of Tanzania shall have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

General Provisions

31. This Agreement contains all terms and conditions agreed to by the Parties. Statements or representations which may have been made by any Party to this Agreement in the negotiation stages of this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value to either Party. Only the written terms of this Agreement will bind the Parties.
32. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.
33. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.
34. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.
35. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.



36. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
37. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.
38. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this Day of2022.

SEALED by the COMPANY seal of
KEDS TANZANIA COMPANY LIMITED
 in the presence of us at Dar es Salaam
 this of March, 2022.

}
 }
 }

SEAL/STAMP

KEDS TANZANIA COMPANY LIMITED
 P. O. Box 61724
 DAR ES SALAAM

Name:
 Designation:.....
 Signature:

 Name:
 Designation:.....
 Signature: *[Handwritten Signature]*

BEFORE ME;

Name: *LUNJO ASAJILE MWAKAFENDWA*
 Signature: *[Handwritten Signature]*
 Address: P.O.BOX *11986*... Dar Es Salaam
 Qualification: Advocate.



SEALED by the COMPANY seal of
DOWEICARE TECHNOLOGY LIMITED
in the presence of us at Dar es Salaam
this of March, 2022.

SEAL/STAMP

Name:

Designation:

Signature: 

Name:

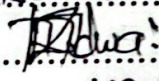
Designation:

Signature:



BEFORE ME;

Name: LUSIJO ASAJILE MWAKALINDWA

Signature: 

Address: P.O.BOX 11986 Dar Es Salaam

Qualification: Advocate.

