

**THE COMPANIES ACT OF 2002**

---

**PRIVATE COMPANY LIMITED BY SHARES**

---

**AMENDED**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**KWARE INTERNATIONAL COMPANY LIMITED**

**(PURSUANT TO RESOLUTION PASSED ON 15<sup>th</sup> DAY OF NOVEMBER, 2024)**

Incorporated this 20<sup>th</sup> day of June, 2022

---

**DRAWN BY:**

OSCAR FRUMENCE MUSHI(ADVOCATE)

GAVEL JURIS ATTORNEYS

KNCU HQ Building 2<sup>nd</sup> Floor, Room No.33

P.O.BOX 523, MOSHI

PHONE: 0752142439

Email: oscarmushi75@gmail.com

**THE COMPANIES ACT OF 2002**

---

**PRIVATE COMPANY LIMITED BY SHARES**

---

**AMENDED**

**MEMORANDUM OF ASSOCIATION**

**OF**

**KWARE INTERNATIONAL COMPANY LIMITED**

**Pursuant to Resolution passed on 15<sup>th</sup> day of November, 2024**

- 1) The name of the company is **“KWARE INTERNATIONAL COMPANY LIMITED”**
- 2) The registered office of the company will be situated in Mainland, Tanzania.
- 3) The objects for which the company is established are:
  - a. 0610 - Extraction of crude petroleum
  - b. 0620 - Extraction of natural gas
  - c. 1079 - Manufacture of other food products n.e.c.
  - d. 2910 - Manufacture of motor vehicles
  - e. 2930 - Manufacture of parts and accessories for motor vehicles
  - f. 3091 - Manufacture of motorcycles , Main activity
  - g. 3290 - Other manufacturing n.e.c.
  - h. 6190 - Other telecommunications activities
  - i. 4540 - Sale, maintenance and repair of motorcycles and related parts and accessories
  - j. 4530 - Sale of motor vehicle parts and accessories
  - k. 4520 - Maintenance and repair of motor vehicles Registered office
  - l. 6810 - Real estate activities with own or leased property
  - m. 9609 - Other personal service activities
  - n. Generally to do all such other things as may appear to be incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the members is limited.
5. The share capital of the company is **TANZANIA SHILLINGS TWO BILION ONLY (TZS. 2,000,000,000/=) divided into Four Hundred thousand (400,000) ORDINARY SHARES of Tanzania Shilings Five Thousands only (TZS. 5000/=)** each with power of the Company to increase or reduce the said share capital and to alter the nominal value of the shares and to convert the shares into stock and to issue any part or parts of such share capital either at par or at a premium and on such conditions as the Company may determine.

We, the several persons whose names and postal addresses are subscribed below are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we agree to take the number of shares in the capital of the Company as set opposite our respective names:

<b>NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS</b>	<b>NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER</b>	<b>SIGNATURE</b>
WOBO XIE P.O.BOX 1851 MOSHI KILIMANJARO	238400	<b>SIGNED</b>
LIN XIE P.O.BOX 1851 MOSHI KILIMANJARO	80000	<b>SIGNED</b>
NANMING ZHANG P.O.BOX 1851 MOSHI KILIMANJARO	24000	<b>SIGNED</b>
DINGFENG WU P.O.BOX 1851 MOSHI KILIMANJARO	17600	<b>SIGNED</b>
ISACK EBENI MASUNO P.O.BOX 1851 MOSHI KILIMANJARO	40000	<b>SIGNED</b>

Dated at Moshi this 16<sup>th</sup> Day of November, 2024

Witness to the above signatures

NAME: OSCAR FRUMENCE MUSHI

POSTAL ADDRESS: 523 MOSHI

SIGNATURE: 

QUALIFICATION: ADVOCATE



**THE COMPANIES ACT OF 2002**

---

**PRIVATE COMPANY LIMITED BY SHARES**

---

**AMENDED**

**ARTICLES OF ASSOCIATION**

**OF**

**KWARE INTERNATIONAL COMPANY LIMITED**

**Pursuant to Resolution passed on 15<sup>th</sup> day of November, 2024**

**PRELIMINARY**

1. The Regulations contained in Table “A” Parts I and II in the First Schedule to the Companies Act of 2002 (hereinafter referred to as “the Act”) (such Table being hereinafter called “Table A”), shall apply to the Company save in so far as they are excluded or varied hereby that is to say the clauses of Table “A” Part 1 numbered 14,22,33,69,70,100 and 101 shall apply to this Company but, in lieu thereof, and in addition to the remaining Clauses of Table “A”, the following shall be the regulations of the Company.

**INTERPRETATION**

2. In these Articles unless the context otherwise requires, expressions defined in the Companies Act Cap 212 R.E 2002 shall have the meanings so defined and the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, namely:

**Words**

**Meanings**

“Act”

the Companies Act Cap 212 or any statutory re-enactment or modification thereof for the time being in force, and reference to any section or provisions of the Act shall include reference to any statutory re-enactment or modification of such section or provision for the time being in force;

“Articles”

these Articles of Association of Kware International Company Limited

“Auditors”

the duly appointed auditors of the Company from time to time;

“Board”	the board of Directors of the Company or the Directors present at a duly convened meeting of Directors at which quorum has been attained;
“Company”	means <b>KWARE INTERNATIONAL COMPANY LIMITED</b>
“Directors”	the Directors for the time being of the Company or if there be only one Director then such one Director;
“Dividends”	any distribution (whether in cash or property, and whether made before or during a winding up) by the Company to any Member with respect to a Member’s equity interest in the Company;
“Member”	a registered shareholder in the Company;
“Memorandum”	the Memorandum of Association of the Company;
“Month”	calendar month;
“Objects”	the objects of the Company;
“Office”	the registered office of the Company;
“Quorum”	(in the case of Board meetings) two (2) Directors as the minimum number of Directors who must be present at a meeting in order for business to be transacted;
“Seal”	the Common Seal of the Company;
“Year”	the financial year as determined by the Board of Directors; and

### **PRIVATE COMPANY**

3. The Company is a private company and accordingly the following provisions shall have effect:-
  - a) The Company shall not offer any of its shares or debentures to the public for subscription.
  - b) The number of members of the Company (exclusive of persons who are in the employment of the Company and persons who, have been formally in the employment and have continued after the determination of such employment to be members of the Company) shall not at any time exceed fifty.

- c) The transfer of shares in the Company shall be restricted in the manner hereinafter provided.
- d) The Company shall not have power to issue share warrants to bearer.

### **SHARES**

- 4. The share capital of the company is **TANZANIA SHILLINGS TWO BILION ONLY (TZS. 2,000,000,000/=) divided into Four Hundred thousand (400,000) ORDINARY SHARES of Tanzania Shilings Five Thousands only (TZS. 5000/=).**
  - a. The shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons on such terms and in such manner as they think fit. Shares may be issued at par or at a premium and the Directors may at any time in their absolute discretion refuse to register any transfer of shares. (Clause 22 of Table "A" shall be modified accordingly).
  - b. Any member or other person (hereinafter called the Holder) desiring to dispose of any shares shall intimate to the Secretary the number of such shares and the price at which he is willing to sell the same, and the Secretary shall then inform all other members of the proposed sale and offer the said shares to the other members at the price named.
  - c. Any member desiring to purchase shall notify the Secretary in writing, within one month from the date of such offer, of the number of shares which he is willing to purchase and at the expiration of the said period, the Secretary shall give notice to the Holder of the number of shares proposed for purchase provided that no member shall be obliged to take more than the number of shares notified by him as aforesaid. Upon such allocation being made the Holder shall be bound on payment of the price, to transfer the shares to the purchaser or purchasers. The Secretary shall enter the name of the Purchaser in the Register of members as a Holder by transfer of the shares purchased by him. Any shares not sold and transferred within one month from the date of the notice of allocation may be sold by the Holder to any other person who is not a member of the company.

### **CALLS OF SHARES**

- 5. The Directors may make a call or calls upon the members in respect of any money unpaid on their shares and each member shall, subject to receiving at least fourteen days notice specifying the time or times of payment, pay to the company the amount stated in the call or calls. Payments may be made by installments as the Directors may authorize.

### **FORFEITURE OF SHARES**

- 6. When any shares have been forfeited an entry shall forthwith be made in the Register of members of the company recording the forfeiture and the date thereof and as soon as the shares so forfeited have been sold or otherwise disposed of an entry shall also be made of the manner and date of the sale or disposal thereof.

7. The lien conferred by clause 10 of Table "A" shall attach to fully paid –up shares and registered in the name of any person indebted or under liability to the company, whether he shall be the sole registered holder thereof or one of several joint holders.
8. Any entry in the minute book of the company of the forfeiture of any shares or that any have been sold to satisfy a lien of the company shall be sufficient evidence as against all persons claiming to be entitled to such shares that the said shares were properly forfeited or sold, and such entry and the receipt of the company for the price of such shares shall constitute a good title to such shares and the name of the purchaser shall be entered in the Register as the member of the company, nor shall his title to the said shares be affected by irregularity or invalidity in the proceedings in reference to the forfeiture or sale. The remedy if any of the former holder of such shares and of any person claiming under or through him shall be against the company and in damages onl

### **TRANSFER AND TRANSMISSION OF SHARES**

9. The entrustment of transfer of any share shall be executed by or on behalf of the transferor and transferee and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
  - a. Shares shall be transferred in the following form, or in any usual or common form which the directors shall approve:-

'1, A.B. of \_\_\_\_\_, in consideration of shs.\_\_ paid to me by C.D. of \_\_\_\_\_ (herein after called "the said transferee") do hereby transfer to the said transferee the share (or shares) numbered \_\_\_\_\_ in the undertaking called \_\_\_\_\_ to hold unto the said transferee, subject to the several conditions on which I hold the same: and I, the said transferee do hereby agree to take the said share (or shares) subject to the conditions aforesaid

As witness our hands are set below the \_\_\_\_\_ of \_\_\_\_20 \_\_. Witness to the signatures of, etc.

- b. The Directors may under absolute discretion decline to register any transfer of shares to a person whom they do not approve not being already a member of the Company and may also decline to register any transfer of shares on which the company has alien. The directors may also suspend the registration of transfer during the fourteen days immediately preceding the ordinary general meeting in each year. The directors may decline to recognize any instrument of transfer unless:-
  - a fee not exceeding two shillings is paid to the Company in respect thereof and
  - the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer.

If the directors refuse to register a transfer of any shares they shall within two months after the date on which the transfer was refused registration lodge with the company and to the transferee notice of the refusal.

10. The legal personal representatives of a deceased sale holder of a share shall be the only person recognized by the Company as having any title to the share. In the case of share registered in the names of two or more holders, the survivors or survivor or the legal personal representatives of the deceased's survivor shall be the only persons recognized by the Company's having any title to the share.
11. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be properly required by the directors, have the right, either to be registered as a member in respect of the share or, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made, but the directors shall, in either case, have the same right to decline or suspend registration, as they would have had in the case of transfer of the share by the deceased or bankrupt person before the death or bankruptcy.
12. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.
13. Save as hereinafter provided, no shares in the Company shall be transferred otherwise than to a person who is already a member of the Company until the rights of pre-emption hereby conferred shall have been exhausted that is to say:-
  - (i) Every member or other person referred to in Section 24 who intends to transfer shares (hereinafter called the vendor) shall give notice in writing to the board of his intention so to do. Such notice shall constitute the board his agent for the sale of the said shares in one or more lots at the discretion of the board to members of the Company at a price to be agreed upon by the vendor and the board, or in default of agreement, at a price which the auditor of the Company for the time being shall certify by writing under his hand, to be in his opinion, the fair selling value thereof as between a willing vendor and willing purchaser.
  - (ii) Upon the price being fixed as aforesaid the board shall forthwith give notice to all the members of the Company of the number and price of the shares to be sold and invite each of them to state in writing thirty days from the date of the said notice whether he is willing to purchase any and, if so what maximum number of the said shares.
  - (iii) At the expiration of the said thirty days the board shall allocate the said shares to or amongst the member or members who shall have expressed his or their willingness to purchase as aforesaid and (if more than one) so far as may be pro rata according to

the number of shares already held by them respectively **PROVIDED THAT** no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid.

### **BORROWING POWERS**

14. The Directors may raise or borrow for the purposes of the company's business such sums of money as they think fit and may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the company present and future including its uncalled or unissued capital or by the issue at such price as they think fit of bonds or debentures, either charged upon the whole or any party of the property and assets of the Company, present and future, including its uncalled or unissued capital, or not so charged, or in such other way as the Directors may think expedient.
15. A Register of the holders of the debentures of the Company shall be kept at the registered office of the Company and shall be open to the inspection of the registered holders of such debentures and of any member of the company subject to such restrictions as the Company in general meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate of thirty days in each year

### **MEETINGS**

16. The quorum for transaction of business at any General Meeting shall be two thirds of the members personally present or represented by proxy as provided under section 136 of the Act.

### **VOTES OF MEMBERS**

17. At every general meeting every member, present in person or by proxy, shall have one vote for each share held by him or her and paid for in full.

### **DIRECTORS**

18. (i) Unless otherwise determined by the Company in a general Meeting the Directors shall be not less than two and not more than five.  
(ii) The first Directors of the Company shall be:-
  - (a) **ISACK EBENI MASUNO**
  - (b) **CHUAN LI**
  - (c) **NANMING ZHANG**
  - (d) **DINGFENG WU**
- (iii) The Directors shall not require any share qualification.
- (iv) The quorum of Directors for transaction business shall unless otherwise be fixed by the directors be two.
- (v) A memorandum in writing signed by all the Directors for the time being and posted in or attached to the minute book shall be as effective for all purposes as a resolution of the Directors passed at a meeting duly convened, held and constituted

- (vi) Director may in addition to his directorship be employed by and may hold any office or place of profit or otherwise under the Company (except that of Auditor) upon such terms as to remuneration and otherwise as the Directors may arrange. A Director of the Company may also accept office as a director of any Company promoted by the Company or in which the Company is interested, and may subscribe for or otherwise acquire shares in such company and shall be accountable for any benefits received by him as a director or member of such company. A Director may act by himself or his firm in a professional capacity for the company and he or his firm shall be entitled to remuneration for his services as if he were not a Director.
- (vii) A Director or intending Director shall not be disqualified by his office from entering into a contract or agreement with the Company, either as vendor, purchaser, manager, agent, broker or otherwise and no such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company with any person, firm or company in which any Director shall be in any way interested, shall be avoided, nor shall any Director holding such office or so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such director holding the office of Director or of the fiduciary relation thereby established. Any Director so contracting or being so interested as aforesaid shall disclose at the Board Meeting at which the contract or arrangement is determined upon the nature of his interest if his interest then exist, or in any other case at the first board Meeting after the acquisition of his interest and a Director shall not as a Director vote in respect of any Contract or arrangement in which he is so interested as aforesaid and if he does so his vote shall not be counted, but this prohibition shall not apply to any security by way of indemnity or security for advances or to a settlement or set-off or cross-claims, and it may at any time or times be suspended or relaxed by a General Meeting and shall be so suspended or relaxed by a General Meeting during any period in which the number of Directors doesn't not exceed two.
- (viii) A general notice that a Director is a member of any specified firm or Company and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure under this clause, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or Company as aforesaid.

#### **ALTERNATE DIRECTORS**

19. Each Director may nominate any person, who shall be unanimously approved by the other Directors, to act as alternate in his place during his absence or inability to act as such Director. An Alternate Director shall not require any share qualification but shall be subject in all other respects to the terms and conditions existing with reference to the Directors of the Company, and such Alternate Director, when acting, shall exercise and discharge all the duties and functions of the Director whom he represents.

### **SECRETARY**

20. Save as otherwise provided in these Articles or in the Act, the Secretary shall be appointed by the Directors for such remuneration and upon such conditions as they may think fit.

### **CAPITALISATION OF RESERVES**

21. Any General meeting may resolve that any money, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund, on any capital redemption reserve fund in the hands of the Company and available for distribution be capitalized and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of such shareholders in paying up in full either at par or at such premium as the resolution may provide any unissued shares or debentures or debenture stock of the company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares or debenture stock, and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum.

### **WINDING UP**

22. On the winding up of the Company and subject to the sanction of an Extraordinary Resolution of the members any part of the assets of the Company, including any shares in or securities of other companies may be divided among the members of the Company in specie, or may be vested in trustees for the benefit of such members, and the liquidation of the Company may be closed and the Company dissolved.

### **INDEMNITY**

23. Every Director or other Officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of his duties, and no director or other officer shall be liable for any loss which may be incurred by the Company in the execution of his office or in relation thereto.

We, the several persons whose names and postal addresses are subscribed below are desirous of being formed into a Company in pursuance of this Articles of Association, and we agree to take the number of shares in the capital of the Company as set opposite our respective names:

<b>NAME, ADDRESS AND DESCRIPTION OF SUBSCRIBERS</b>	<b>NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER</b>	<b>SIGNATURE</b>
WOBO XIE P.O.BOX 1851 MOSHI KILIMANJARO	238400	<b>SIGNED</b>
LIN XIE P.O.BOX 1851 MOSHI KILIMANJARO	80000	<b>SIGNED</b>
NANMING ZHANG P.O.BOX 1851 MOSHI KILIMANJARO	24000	<b>SIGNED</b>
DINGFENG WU P.O.BOX 1851 MOSHI KILIMANJARO	17600	<b>SIGNED</b>
ISACK EBENI MASUNO P.O.BOX 1851 MOSHI KILIMANJARO	40000	<b>SIGNED</b>

Dated at Moshi this 16<sup>th</sup> Day of November, 2024

Witness to the above signatures

NAME: OSCAR FRUMENCE MUSHI

POSTAL ADDRESS: 523 MOSHI

SIGNATURE: \_\_\_\_\_

QUALIFICATION: ADVOCATE

