

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as **MOU**) dated this 11th day of September 2025 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

TILAPIA PREMIUM FOODS LIMITED, a limited liability company incorporated in Tanzania under the Companies Act, 2002 with registration number 189379641 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 (**Tilapia**) of the other part.

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

WHEREAS Bowmans, at the request of Tilapia agreed to provide registered office facilities to Tilapia.

IT IS NOW AGREED AS FOLLOWS:

1. PURPOSE OF THE MOU

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

2. GENERAL

- 2.1 Bowmans will allow Tilapia to maintain its registered office at its address at Plot No. 574, P.O. Box 78552, 2nd Floor, The Luminary, Cnr Haile Selassie and Chole Roads, Masaki, Dar es Salaam and Tilapia will comply in all aspects with the relevant particulars of the Companies Act, 2002.
- 2.2 Tilapia will use the registered office for the purposes of obtaining Taxpayer Identification Number (**TIN**) at Tanzania Revenue Authority (**TRA**) Kinondoni Tax Region, tax clearance certificate and business license.
- 2.3 Tilapia will notify the Registrar of Companies and the TRA 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 Tilapia or for any other losses, costs or damages incurred by Tilapia and Tilapia indemnifies and holds harmless Bowmans, its directors, officials and employees in respect of any and all losses, costs and damages arising from or attributable to Tilapia tax affairs or the license to use the registered office.

3. TERM

The term for this MOU shall be for one (1) year from the date of incorporation of Tilapia. 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 Tilapia 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 Tanzania.

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

SEALED with the **COMMON SEAL** of

BOWMANS TANZANIA LIMITED and **DELIVERED**

in our presence this 23 day of September 2025

Name: Wilbert Kapinga

Signature: 

Postal Address: P.O. Box 78552 Dar es Salaam

Designation: Director

SEALED with the **COMMON SEAL** of

TILAPIA PREMIUM FOODS LIMITED and **DELIVERED**

in our presence this 23 day of September 2025

Name: Emile Roell

Signature: 

Postal Address: P.O. Box 78552 Dar es Salaam

Designation: Director