

DATED *01st*..... DAY OF *OCTOBER 2024*

**HAIDERY COMPLEX LIMITED
P. O. BOX 11479
DAR ES SALAAM**



and

**ROVERLABS TANZANIA LIMITED
P. O. BOX 1764
DAR ES SALAAM**

LEASE

of Unit No. T13, First Floor, Haidery Complex
Upanga/Kisutu Street
Plot No. 519/14 Block B
House No. 3
Dar-es-Salaam
Tanzania

PARTICULARS

1. DATE OF THIS LEASE 01st...OCTOBER...2024
2. LESSOR **HAIDERY COMPLEX LIMITED**
of P. O. Box 11479,
Dar es Salaam, Tanzania.
3. LESSEE **ROVERLABS TANZANIA LIMITED**
of P. O. Box 1764
Dar es Salaam, Tanzania
4. DEMISED PREMISES ALL THAT Unit No. T-13 edged red on the plan annexed hereto on the First of Haidery Complex, Kisutu Street, Dar es Salaam.
5. TERM One year from the 1st day of October 2024, expiring on the 30th day of September 2025 together with any extension, continuation or holding over thereof.
6. RENT United States Dollars Four Hundred ONLY (\$400) plus VAT per month in advance, payable also in Tanzanian Shillings at the exchange rate of the date commencing from the 1st day of October, 2024 and thereafter.
7. RENT COMMENCEMENT DATE 1st day of October, 2024
8. USER Office
9. THE BUILDING Haidery Complex, Upanga/Kisutu Street, Dar-es-Salaam, Tanzania
10. THE LEASE CONSIDERATION The rental expense charges and covenants herein.
11. COMPANY'S FINANCIAL YEAR The 31st day of December every Year

12. INTERIM SERVICE CHARGE

US cents fifty (US\$ 0.50) per sq. ft per month effective from date of access to demised premises.

The electrical/service charges shall constitute as rent and subject to same law and regulations as applicable to non-payment of rent and/or any part thereof.

Failure to pay Service charges for more than 7 days of Invoice, the lessor has the right to cut all services provided.

13. DEPOSITS

The deposit which shall represent 3 months' rent and paid by the Lessee as security for the due performance of the covenants herein, to be paid upon signing hereof and to be retained by the Lessor, as a deposit and used for making good any breach on the part of the Lessee at any time at his discretion. If all the covenants herein abided by the deposit shall be refunded to the Lessee upon the expiry of the term herein granted in so far as the same is unused for any breach by the Lessee.

14. PAYMENT OF RENT

Payment to be made in advance on or before 1st day of every month.

15. SURETY

Shall be their person or persons who have appended their signatures hereto on the part of the Lessee and specifically as sureties named thereon.

16. OPTION TO TERMINATE

Either party shall have an option to terminate the lease at the end of the term upon a 1 months advance notice in writing whereupon the lease shall determine on terms and conditions as provided for in the lease.

THIS LEASE is made on the date stated in the Particulars between HAIDERY COMPLEX LIMITED of P. O. Box 11479, Dar es Salaam, Tanzania, the Lessor (which expression where the context so admits shall include the reversioner for the time being immediately expectant on the term hereby created) of the first part and ROVER LABS of P. O. Box 1764, Dar es Salaam, Tanzania, the Lessee (which expression so admits shall include the successors in title and assignees of the Lessee) of the second part.

WITNESSETH as follows:-

1. DEFINITIONS

In this Lease the following expressions (where the context so admits) shall have the following meanings:-

Act - means every Act of the United Republic of Tanzania (whether specifically mentioned herein or not) which may be relevant to the Demised Premises or anything on the Demised Premises or the persons employed or having recourse thereto whether or not in force at the date hereof and shall include any statutory re-enactment or modification thereof and any order, regulation, directive, bylaw, consent, rule or license granted or required thereunder by any public or local authority or by any court of competent jurisdiction.

Building - means the Haidery Complex, Kisutu Street, Dar es Salaam including all additions, alterations and improvements thereto and all plant equipment machinery fixture and fittings and furnishings now or hereafter on or about it.

Certificate - means the Certificate ascertaining and certifying annually the amount of the Expense Charge.

Common Parts - means those parts of the Building which the Lessor has demised to the Lessor.

The Demised Premises - ALL THAT the premises situate at and known as the Floor Office Unit No. T13 on the First Floor of Haidery Complex, Upanga/Kisutu Street, Dar es Salaam, Tanzania contained within the Building as the same is delineated for identification purposes only on the Plan annexed hereto and thereon edged red including:-

(a) The inner surface of and the paint paper and other decorative finishes applied to the exterior of the exterior walls of the premises and the stanchions but not any part of the exterior walls or the stanchions.

(b) The floor finishes so that the lower limit of the Demised Premises includes such finishes but does not extend to anything below.

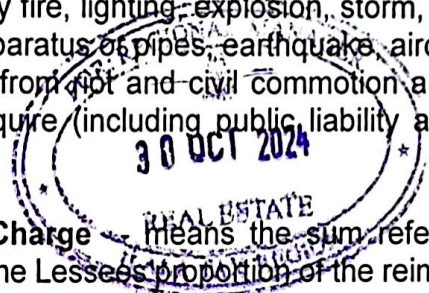
(c) The paint, paper and other decorative finishes applied to the underside of the portal frame of the Building but not the roof of the Building and no air space above the Building.

(d) The inner half severed medially of the internal walls dividing the premises from the adjoining Units in the Building.

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- (e) The windows and the window frames.
- (f) All additions and improvements to the Demised Premises.
- (g) All the Lessor's fixtures and fittings of every kind now in or upon or which shall from time to time be in or upon the Demised Premises (whether originally affixed or fastened to or upon the same or otherwise) except any such fixtures installed by the Lessee and that can be removed from the Demised Premises without defacing the same and
- (h) any pipes wires or other conduits that exclusively serve the Demised Premises.

Insured Risk - means loss or damage by fire, lighting, explosion, storm, tempest, floor bursting or overflowing of water tanks apparatus of pipes, earthquake, aircraft and other aerial devices or articles dropped there from and civil commotion and such other risks as the Lessor may reasonably require (including public liability and third party insurance).



Interim Reimbursement of Expense Charge - means the sum referred to in the Particulars and to be paid on account of the Lessee's proportion of the reimbursement of expense charges and such other sum as the Lessor may determine from time to time.

Lessor's Title - means the Certificate of Occupancy granted by the Director of Land Development Expenses to the Lessor and expiring on the 30th June 2078 including all and any documentation verifying the same.

User – General Office or such other use as the Lessor may approve (such approval not to be unreasonably withheld or delayed) so long as the same is in keeping with the standards required of high class Office Centre.

2. INTERPRETATION

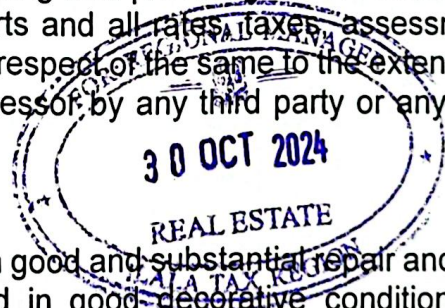
- 2.1 The details and descriptions appearing in the Particulars shall be included and form part of this Lease.
- 2.2 Word importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender including the feminine and neuter and vice versa.
- 2.4 Where there are more than one person included in the expression "the Lessee" the covenants by them shall be joint and several.
- 2.5 Where any act is prohibited the Lessee shall not only observe such restriction but shall not suffer such act to be done.
- 2.6 Where the Lessor or any other person exercising any right of entry to the Demised Premises under this Lease unless specifically provided herein to the contrary such person exercising such right will make good any damage caused to the Demised Premises by such entry but neither the Lessor or such person shall be liable for compensation.

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SCHEDULE HEREINBEFORE REFERRED TO

Schedule of the cost and expense and of the expenses to be provided or made available for the Building and other expenses outgoings and obligations to be paid incurred or discharged by the Lessor in respect of the Building subject to reimbursement by the Lessee as provided for in Clause 4(8) herein.

1. The costs of executing all works required to discharge the obligations imposed by Clause 6(2) herein and executing all other works in connection with the Building to the extent that such cost is not wholly reimbursed by any other tenant of the Lessor or by any third party.
2. The cost of repairing, decorating, maintaining, renewing, rebuilding, lighting, heating, cooling and ventilating, cleansing and providing for the security control and management of the Common Parts and all rates, taxes, assessments and outgoings from time to time payable in respect of the same to the extent that such cost is not wholly reimbursed to the Lessor by any third party or any the Local Authority.
3. The cost and expense of maintaining in good and substantial repair and condition (including as necessary in clean and in good decorative condition) the main structure of the Demised Premises and the roof, foundations and main structure of the Building and the main drains and exterior pipes serving the Demised Premises including any car parking areas.
4. The cost and expense of repairing, maintaining and rebuilding any part of the Building.
5. The cost or amount of all charges assessments and outgoings for rates, water electricity, and charges, telephone and public or statutory utilities payable in respect of the Common Parts of the Building including such as may be payable in respect of the Lessor's estate office and any accommodation provided for the Lessor's Company's staff.
6. The cost of maintaining in good working order and operating all electrical, mechanical and other plant, equipment, chattels, feature and fittings of ornament or utility in use for common benefit including motor vehicles and other transport, lifts, heating, cooling and ventilation equipment, cleaning equipment, internal telephones, public address system (if any), fire fighting and fire prevention, burglar alarm systems where the use and benefit of such specialist expenses are made available for the use or benefit of the Demised Premises and including the cost of provision or renewal and replacement whenever necessary.



7. The cost of providing accommodation (including residential accommodation) for staff, personnel vehicles, equipment and plant engaged or used in providing management and expenses for the Building and including the cost of providing, repairing, maintaining, staffing and managing an estate office (including rent, rates, salaries of all personnel employed therein, stationery, office equipment, telephone charges and other like outgoings).
8. The cost of providing traffic controls within the Building and car parking areas.
9. The cost of periodic refuse collection charged to or undertaken by the Lessor.
10. The cost providing such maintenance staff as shall be necessary for maintaining those parts of the Building for which the Lessor accepts responsibility under this Lease.
11. The cost of periodic payments in respect of any National Health and Insurance, graduated pensions, industrial training levies, redundancy and similar or ancillary payments required by any Act to be made by the Lessor in respect of all persons from time to time employed by it for purposes connected with the Building.
12. The cost of the Lessor's administration charge in respect of accounts, records, apportionments and other similar expenses in respect of the Management of the Building being initially a yearly sum equal to five percent of the annual Expense Cost. °
13. The cost of providing such other expenses as the Lessor shall consider ought properly and reasonably be provided for the benefit of the Building or for the proper maintenance and servicing of any part or parts thereof.

car parking areas.

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office equipment,

NESS whereof the Lessor has hereunto caused their respective Common Seals
affixed and the Lessee has set hand and seal the day and year first above written.

SIGNED AND SEALED with the COMMON SEAL }
of HAIDERY COMPLEX LIMITED in }
in our presence this 01st day of October 2024 }

Signature *[Signature]*
Name *huckachan. P.O*
Address *PLOT. NO. 519/14, KISUTU*
D SM.



Qualification: Director / Company Secretary



SIGNED AND SEALED with the COMMON SEAL }
ROVERLABS TANZANIA LIMITED }
in our presence this 01st day of October 2024 }

Signature *[Signature]*
Name *Dr Atish Shah*
Address *1st Floor Haidery Plaza*
Dar-es-Salaam



Qualification: Director / Company Secretary

Signature *[Signature]*
Name *[Signature]*
Address *32196 Dr K Salga*
Advocate.



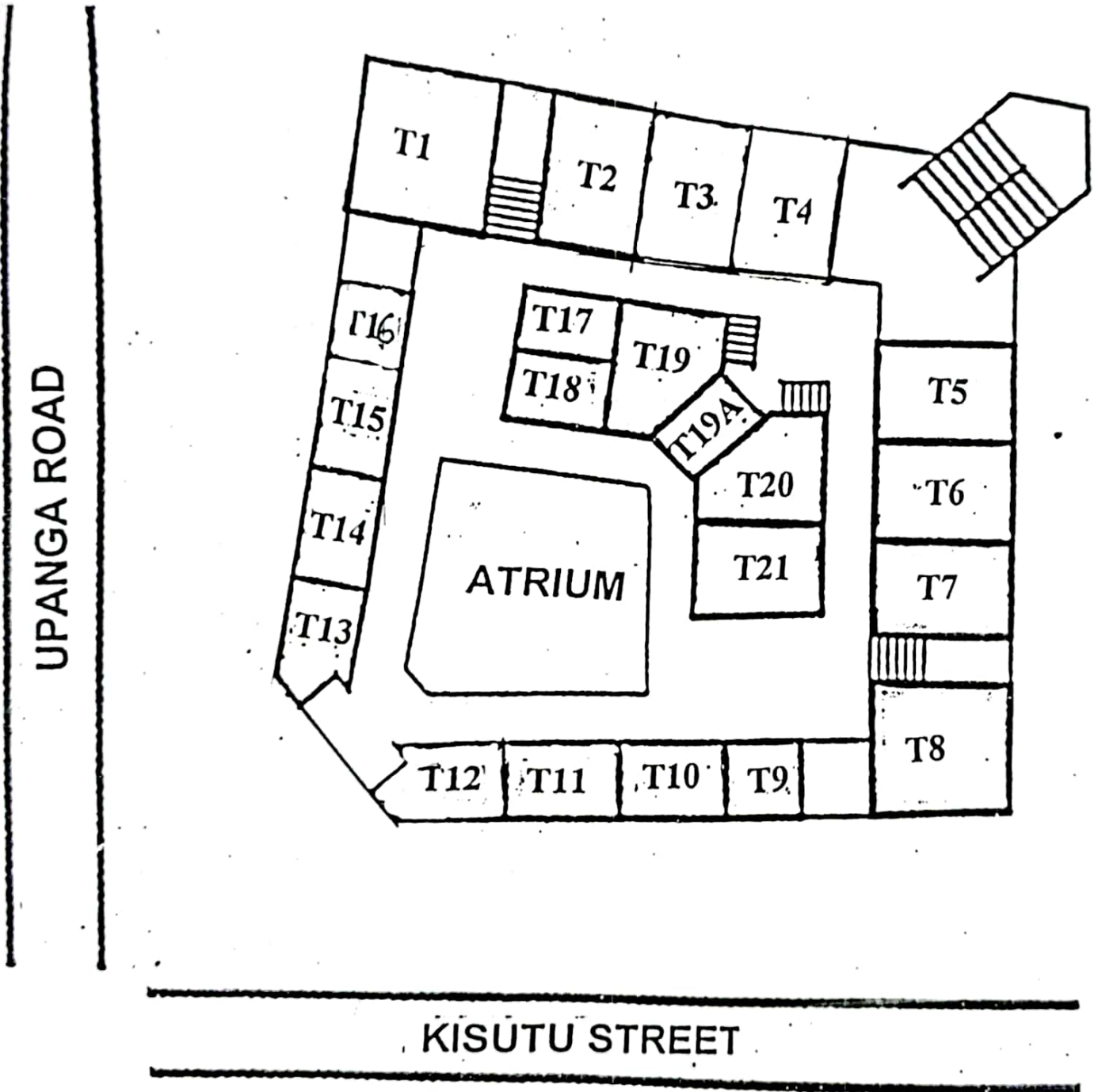
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Qualification: Director / Company Secretary

Shs: 129,352.32 Collected
998411692456
Receipt No: Date: 30/10/2024

[Signature]

FIRST FLOOR



UNIT NO. T 13 (41.00 SQ MTR)
FIRST FLOOR, HAIDERY PLAZA
ON PLOT NO. 519, BLOCK 14
UPANGA/KISUTU ROAD