

The Companies Act, Cap 212 R.E. 2002

Company Limited by Shares

Memorandum

and

Articles of Association

of

Kiluwa SaniCare Limited

Drawn By

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**The Companies Act, 2002**  
**Company Limited by Shares**  
**Memorandum of Association**  
**Of**  
**Kiluwa SaniCare Limited**

1. The name of the Company is **'Kiluwa SaniCare Limited'**
2. The registered office of the Company will be situated in the **United Republic of Tanzania**
3. **The objects for which the Company is established are the following;**
  - 3.1 To engage in the production, design, manufacturing, and distribution of high-quality baby diapers, meeting all relevant safety and comfort standards.
  - 3.2 To produce and supply durable and comfortable elder (adult) diapers, focusing on meeting the needs of individuals with incontinence or other related conditions.
  - 3.3 To engage in the design, production, and distribution of sanitary pads for women, ensuring hygiene, comfort, and environmental sustainability.
  - 3.4 To produce and supply soft tissue paper products, including toilet tissues, facial tissues, and kitchen towels, emphasizing softness, strength, and eco-friendliness.
  - 3.5 To manufacture soft wipes for various uses, including baby wipes, makeup removal wipes, and personal hygiene wipes, with a focus on safety, softness, and quality.
  - 3.6 To engage in the import, export, and general trade of sanitary products, including but not limited to diapers, sanitary pads, soft tissues, and wipes.
  - 3.7 To invest in research and development for the innovation of new and improved sanitary products that cater to the changing needs of the market, ensuring safety, comfort, and environmental sustainability.
  - 3.8 To adopt eco-friendly practices in the production processes, aiming to reduce the environmental impact by using biodegradable materials and promoting sustainability.
  - 3.9 To establish distribution channels for the wholesale and retail sale of sanitary products both locally and internationally.
  - 3.10 To develop and promote the company's brand through marketing strategies that highlight the quality, innovation, and affordability of its products.



- 3.11 To engage in corporate social responsibility (CSR) initiatives, promoting hygiene education and offering support to communities in need through donations and partnerships.
- 3.12 To collaborate with other manufacturers, suppliers, and distributors to enhance product quality and expand market reach.
- 3.13 To do all or any of the above things either alone or as a member of a partnership, trading group or consortium, in Tanzania and in any other part of the world;
- 3.14 To carry on any other business or activity of any nature whatsoever which may seem to the Directors to be capable of being conveniently or advantageously carried on, in connection or conjunction with, any business of the Company hereinbefore or hereinafter authorized or otherwise utilizing the Company's assets, skills, know-how or expertise as the Directors consider fit;
- 3.15 To do all such other things as are incidental or the Company may think conducive or incidental to the attainment of the above objects and to obtain all powers and authorities necessary to carry out or extend the above objects;
- 3.16 AND it is hereby declared that: -
- 3.16.1 The objects set forth in this clause shall not, except when the context expressly so required, be in any way limited or restricted by reference to or inference from the terms of any sub-clause or any name of the Company. None of such sub-clause or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the object mentioned in the first sub-clause of this clause and the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause.
- 3.16.2 The word "Company" in this clause, shall be deemed to include any partnership or other body or persons, whether incorporated, and whether domiciled in the United Republic of Tanzania or elsewhere and the intention is that the objects specified in each paragraph of this clause shall except where otherwise expressed in such paragraph, be an independent main object and be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company and may be carried out in as full and ample manner and construed in as wide a sense as if each of the said paragraphs defined the object of a separate and distinct company.
- 4 The liability of the members of the Company is limited.
- 5 The authorized share capital of the Company at the date of registration of this Memorandum of Association is **Tanzania Shillings Five Hundred Million only (Tsh. 500,000,000.00)** divided into **Five Hundred (500) shares of One Million Tanzanian shillings (Tsh. 1,000,000.00)** each, with power to increase or reduce the capital, to consolidate or sub-divide

the share into shares of larger or smaller amount and to issue all or any part of the said capital.

The Company has power to increase or reduce the said capital and to issue any part of its capital, original or increases with or without any reference, priority or special privilege or subject to any postponement of rights to any conditions or restrictions.

The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively, any preferential, deferred or special rights, privileges, conditions or restrictions as to divided capital.

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

Names, Address and Descriptions of Subscribers	Number of Shares taken	Signature of Subscribers
1. KILUWA GROUP OF COMPANIES LIMITED P.O. Box 70241 Dar es Salaam – Tanzania.	499	Mohamed Said Kiluwa Director 
2. MOHAMED SAID KILUWA P.O. Box 70241 Mwanza – Tanzania.	1	

DATED at Dar es Salaam this 06 day of November, 2024.

Witness to the above signatures:

Signature: \_\_\_\_\_

Name: Darius R. Faustine

Address: Box 35221 DSN

Qualification: Advocate/Notary Public



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Preliminary

1. Table A

The Regulations contained in Table A shall, except where they are modified or excluded by these Articles or are inconsistent herewith, apply to the Company and, subject to any such modification, exclusions or inconsistencies, shall together with these Articles constitute the Articles of Association of the Company to the exclusion of any other regulations or articles of association.

2. Interpretation

In these Articles, the following words have the following meanings:

“Act” the Companies Act 2002 as amended from time to time;

“Articles” these Articles of Association as amended from time to time

“Table” Table A in the Schedule to the Companies Act 2002. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in Table A shall have the same meanings in these Articles; and

“Regulations” means Regulations contained in Table A to the Act.

“Tsh” means Tanzanian Shillings.

References in these Articles and in Table A to writing shall be construed as including references to any method of representing or reproducing words in a legible and non-transitory form.

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include body corporate and unincorporated associations.

Headings in these Articles are for convenience only, they shall not affect the interpretation hereof.

## Share Capital

### 3. Amount of Share Capital

The authorized share capital of the Company at the date of registration of this Memorandum of Association is **Tanzania Shillings Five Hundred Million only (Tsh. 500,000,000.00) divided into Five Hundred (500) shares of One Million Tanzanian shillings (Tsh. 1,000,000.00) each.**

### 4. Issue of shares and form of share certificate

4.1 No shares in the Company or any right to subscribe for or convert any security into shares in the Company shall at any time be allotted unless seven (7) days' notice before that allotment, to every shareholder for the identity of the proposed allottee expires.

4.2 Every share certificate shall be executed by the Company in such manner as the directors may decide (which may include the use of the seal or manual or facsimile signatures by one or more directors) and shall specify the number of shares to which it relates and the amount paid up on those shares.

### 5. Directors' Authority

The directors are authorized to exercise all powers of the Company to allot relevant securities, but only if the allotment otherwise conforms to the requirements of these Articles. The maximum nominal amount of relevant securities which may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of adoption of this Article or such other amount as may from time to time be authorized by the Company in a general meeting.

## Transfer of shares

### 6. Restrictions of Transfers

No member shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share except (and subject to the provisions of Regulation 22 and Article 7 herein below) with the prior written consent of all other members for the time being.

### 7. Directors' Right to Refuse Registration

The directors may in their absolute discretion and without assigning any reason therefore refuse to register any transfer of shares (not being fully-paid shares) to a person of whom they do not approve or of a share on which the Company has a lien.

## General Meetings

### 8. Adjourned General Meeting

If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting shall be adjourned to such day and at such time and place as the directors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting shall be dissolved.

### 9. Votes

Subject to any rights or restrictions attached to any shares and to any other provisions of these Articles, at a general meeting, on a show of hands, every member present in person shall have one vote, and on a poll every member present in person or by proxy shall have one vote for each share of which he is the holder.

The chairman shall have a second or casting vote. Regulation 53 shall apply accordingly.

## Proxies

### 10. Deposit and Form of Proxy

- 10.1 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and in any common form or in such other form as the directors may approve, and the directors may at their discretion treat a faxed or other machine-made copy of an instrument in any such form as an original copy of the instrument.
- 10.2 The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates, and shall be deemed to include authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which it is given.
- 10.3 In this Article and for the purposes of Regulation 63, "address" in relation to electronic communications include any number or address used for the purpose of such communication.
- 10.4 The instrument appointing a proxy and (if required by the directors) any authority under which it is executed or a copy of the authority (certified naturally or in any other manner approved by the directors) may be delivered to the registered office, or to some other place or to some person specified or agreed by the directors, before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid

## **Directors**

### **11. Number of Directors**

Unless and until the company shall otherwise determine by special resolution:

11.1. The number of Directors shall not be less than two and shall not be subject to any maximum number;

11.2. The following persons shall be first Directors to the Company: -

- i. Mohamed Said Kiluwa
- ii. Naima Mohamed Kiluwa

11.3. Future Directors shall be appointed as provided in these articles

### **12. Share qualification**

No shareholding qualification for directors shall be required.

### **13. Directors' Remuneration**

Any director who serves on any committee, or who otherwise performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director, may be paid such extra remuneration by way of salary, commission or otherwise or may receive such other benefits as the directors may determine. Regulation 81 shall be extended accordingly.

## **Appointment and Removal of Directors**

### **14. Appointment and Retirement of Directors**

The Company may by ordinary resolution appoint a person who is willing to act/to be a director either to fill a vacancy or to be an additional director. Regulation 84 and 85 shall apply to this Article accordingly.

### **15. Vacation of office**

The Company may by ordinary resolution, remove any director from office. Any director who is an employee of the Company and who ceases to be an employee shall be removed from office from the date on which his/her employment ceases. Regulation 86 shall apply accordingly.

## **Appointment and Removal of Alternate Directors**

### **16. Appointment of Alternate Directors**

16.1 Any director (other than an alternate director) may appoint any person (whether or not a director) to be an alternate director and may remove from office an alternate director appointed by him.

16.2 In these Articles, where the context so permits, the term "director" shall include an alternate director appointed by a director. A person may be appointed as an alternate director by more than one director.

16.3 The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if the director of whom he is the alternate ceases to be a director.

## 17 Attendance and Notice of Meetings

17.1 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of directors of which the appointor is a member, to attend and vote at such meetings at which the director appointing him is not personally present, and generally to perform all functions of his appointor as a director in his absence. An alternate director who is already a director of the Company in his own right, will also be a director (and may vote) in his own right.

17.2 A resolution or document signed by an alternate director need not also be signed by his appointor and, if it is signed by his appointer, it need not be signed by the alternate director in that capacity.

## 18. Alternate Directors' Remuneration

An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the director appointing him as an alternate director may by notice in writing to the Company from time to time direct.

### Meetings and Proceedings of Directors

## 19. Proceedings of Directors

Subject as provided in these Articles, the directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

## 20 Notice of Board Meetings

20.1 A director may, and the secretary, at the request of a director call a meeting of directors.

20.2 A director whose registered address is not within Tanzania shall be entitled to have notices sent to him as if he were a director with a registered address within Tanzania.

20.3 Notice for meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing (including by e-mail) to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorized in writing by the director concerned.

- 20.4 A director may waive notice of any meeting either prospectively or retrospectively.
- 20.5 The parties will ensure that at least seven days' notice of a meeting of directors is given to all directors entitled to receive notice accompanied by:
- 20.5.1. An agenda specifying in reasonable detail the matters to be raised at the meeting; and
- 20.5.2. Copies of any papers to be discussed at the meeting.
- 20.6 A shorter period of notice of a meeting of directors may be given if a majority of directors agree in writing.
- 20.7 Matters not on the agenda may not be raised at a meeting of directors, or business conducted in relation to those matters, unless all the directors agree in writing.

## 21 Telephone Board Meetings

The directors, any committee of the directors, shall be deemed to meet together if, being in separate locations, they are linked by conference telephone or other communication equipment which allows those participating to hear and speak to each other. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.

## Directors' Interest and Disclosure of Information

### 22 Directors' Interests

A director who to his knowledge is in any way, whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the directors in accordance with the Act. Subject, where applicable, to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

### The Seal

23 The Directors shall provide for the safe custody a seal, which shall only be affixed to any instrument by the authority of the Directors or committee of the Directors authorised by the Directors in that behalf and every instrument to which the seal be affixed shall be signed by a Director and shall be counter signed by the secretary or by second Director or some other person appointed by the Directors for the purpose.

24 All deeds, contracts, power of attorney and the like to which the company is a party shall be signed by one Director and the secretary of the company, or a second Director and all deed shall in addition bear the seal of the company.

## Notices and Time of Service

### 25 Notices

- 25.1 A member whose registered address is not within Tanzania shall be entitled to have notice sent to him as if he were a member with a registered address within Tanzania. The Regulation 59 shall not apply to this Article.
- 25.2 Any notice or other document may be served on, or delivered to any member by the Company either personally, or by sending it by courier addressed to the member at his registered address or by fax to a number provided by the member for this purpose, or by leaving it at his registered address addressed to the member, or by any other means authorized in writing by the member concerned.

### 26 Time of Service



- 26.1 Any notice or other document if given personally or sent by courier, shall be deemed served when delivered; and if sent by fax, shall be deemed served when dispatched. In proving such service or delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for notice, or, in the case of a fax, that such fax was duly dispatched to a current fax number of the addressee.
- 26.2 Any requirement in these Articles or in Table A for any notice, resolution or other document to be signed by, or on behalf of any person shall be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of facsimile copy if such signature is confirmed by receipt of the notice, resolution or document bearing the original signature in manuscript.

### 27 Borrowing and Guarantee Powers

- 27.1 The Directors may exercise all powers of the company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability, or obligation of the company or of any third party; and
- 27.2 The Directors may also guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the company or by both such methods, the performance of the contracts or obligations and the repayment or payment of the principal and premium of and interest and dividends on any securities or obligations of any company whether having objects or engaged or intending to engage in business similar to those of the company or not, notwithstanding the fact that the company may not receive any consideration or advantage, direct or indirect, from entering into any such guarantee or other arrangement or transaction contemplated herein;

## Indemnity

28 Every Director or other officer of the company, acting in good faith, shall be entitled to be indemnified out of the assets of the company against all costs, charges, expenses, losses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in which judgement is given in his favour or in which he is acquitted or in connection with any application under provisions of the Act, in which relief is granted to him by the court. No Director or other officer shall be liable for any loss damage or misfortune, which may happen to or be incurred by the company in the execution of the duties of his office or in relation thereto. But these Articles shall only have effect in so far as its provisions are not avoided by provisions of the Decree

Names, Address and Descriptions of Subscribers	Number of Shares taken	Signature of Subscribers
1. KILUWA GROUP OF COMPANIES LIMITED P.O. Box 70241 Dar es Salaam – Tanzania.	499	Mohamed Said Kiluwa Director 
2. MOHAMED SAID KILUWA P.O. Box 70241 Mwanza – Tanzania.	1	

DATED at Dar es Salaam this 06 day of November, 2024.

### Witness to the above signatures:

Signature: \_\_\_\_\_

Name: Darius D. Faustine

Address: Box 35221 DSA

Qualification: Advocate/Notary Public

