

**THE COMPANIES ACT, 2002**

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**A COMPANY LIMITED BY SHARES**

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**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
  
OF  
TINBOT EAST AFRICA (T) LIMITED**

**DRAWN AND PREPARED BY:  
OTHMAN OMARY OTHMAN, ADVOCATE  
SPES ATTORNEYS,  
15<sup>TH</sup> FLOOR, PSSSF GARDEN AVENUE TOWERS,  
OHIO STREET/GARDEN AVENUE  
P. O. BOX 95426,  
DAR-ES-SALAAM.  
Mail: - [info@spesattorneys.co.tz](mailto:info@spesattorneys.co.tz)**

@2025

**THE COMPANIES ACT, 2002**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**OF TINBOT EAST AFRICA**  
**(T) LIMITED**

- 1) The name of the company **“TINBOT EAST AFRICA (T) LIMITED”**
- 2) The Company's Registered office will be situated in the Tanzania mainland.
- 3) The objects for which the company is established are the transaction of any lawful business under section 7 of the Companies Act No. 12 of 2002 or any statutory modifications or re-enactment thereof for the time being in force, and of the regulations, of any other statute, policies, orders and/or instructions made there under; and to be more particular, the Company shall have the following objectives:-
  - a) To carry on the business of assembly, manufacturing, quality control, testing, and potentially research and development in electric motorcycles and scooters.
  - b) To carry on the business as traders, suppliers, general merchants, importers, exporters, stockists, wholesalers, retailers and dealers in spare parts, body parts and maintenance, tyres, tubes, batteries, tools and accessories for all types of electric motorcycles and scooters.
  - c) To carryout business as traders, suppliers, importers, exporters, stockists, wholesalers, retailers and dealers in electric motorcycles and scooters.
  - d) To acquire by technical collaboration or otherwise the recipes, technical knowhow and other information as to the processes of assembling, and the right to assembly and deal in any of the electric motorcycle products which the Company is entitled to produce, assembly or deal in and to insure the whole or any part of the property, assets, rights and obligations of the Company, either fully or partially, to protect and indemnify the Company from liability or loss in respect thereof either fully or partially and also to insure and to protect and indemnify any part or portion thereof.

- e) To purchase, take on lease, hire, exchange or otherwise acquire or sell any movable or immovable property, assets, rights, privileges and business from promoters or others and in particular land, buildings, easements, machinery plant and stock in trade for the purposes of business of the Company and to adopt and ratify agreements or deeds executed in connection therewith by such persons, companies and promoters.
- f) To buy, exchange, refine, repair, alter, improve, convert, prepare for market, import, re-import, export, re-export and otherwise deal in all kinds of plants, machinery, apparatus, tools, receptacles, substances, materials, articles and things necessary or convenient for carrying on any of the business or processes of the Company.
- g) To promote any company for the purpose of acquiring all or any of the property or liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company, or to enhance the value of or render more profitable any property, assets or business of the Company, or of any company in which the Company is interested, or for any other purpose which may seem, directly or indirectly, calculated to benefit the Company.
- h) To establish branches, and appoint distributors and agents for or in connection with any of the objects of the Company or to carry on any business or branch of the business which the Company is authorized to carry and to carry on the same by any means or through the agency of any subsidiary company or companies and to enter into any arrangement with such subsidiary company or guaranteeing its liabilities or to make any other arrangement which may seem desirable with reference to any business or branch so carried on including power at any time and either temporarily or permanently, to close any such branch or business.
- i) To purchase or otherwise acquire, assemble, install, set up, erect, construct, lay in, equip, repair, remodel, improve, maintain, operate, hold, own, lease, rent, mortgage, sell, convey or otherwise dispose of any and all kinds of assembling plants, electric works, generation of power, hydraulic works, gas works, plant utilities and marketing infrastructure facilities, shops, laboratories, office buildings and structures, and appliances in so far as the same may pertain to or be useful in the conduct of the business of the Company.

4) The Liability of the Members is Limited.

5) The authorised share capital of the Company is Tanzania Shillings (says Tshs. **1,000,000,000/=**) only divided into **1000** shares of Shillings **1,000,000/=** each. The Company shall have powers to increase its capital and to divide the shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or special rights, privileges, or conditions as may be determined by or in accordance with the Articles of Association of the Company. We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:

Names, Addresses, and Description of Subscribers.	Number of shares taken by each Subscribers	Signature
<b>SHANGHAI SMART KELUO TECHNOLOGY COMPANY LIMITED</b> <b>Address:</b> Room 109, No.5, Lane 1688, Shenchang Road, Minhang District, Shanghai.	<b>510</b>	Director: Zhen Jin Signature: <i>Zhen Jin</i>
		Director: Jie Dai Signature: <i>Jie Dai</i>
<b>TAINIU INDUSTRIAL TECHNOLOGY (SHENZHEN) CO. LTD</b> <b>Address:</b> Room 301, Building 66, Huaqiao New Village Community, Hengang Sub-District, Longgang District, Shenzhen.	<b>480</b>	Director: Xirong Lu Signature: <i>Xirong Lu</i>
		Director: Xilong Zhang Signature: <i>Xilong Zhang</i>
<b>YONA DAMASI SANGA</b> P. O. BOX 25087 DAR ES SALAAM - TANZANIA	<b>10</b>	<i>Y Sanga</i>

Dated this.....05<sup>TH</sup>..... Day of.....JUNE.....2025

WITNESS TO THE ABOVE SIGNATURES: -

NAME: .....*OTHMAN OMARY OTHMAN*.....

SIGNATURE: .....*[Signature]*.....

POSTAL ADDRESS: *25087 DAR ES SALAAM*.....

QUALIFICATION: *COMMISSIONER FOR OATHS*.....



**THE COMPANIES ACT, 2002**  
**COMPANY LIMITED BY SHARES ARTICLES OF**  
**ASSOCIATION OF TINBOT EAST AFRICA (T) LIMITED**

**PRELIMINARY**

1. The regulations contained in *Table A* in the first schedule to the Companies Act 2002 shall not apply to the Articles of this Company save as the same are hereby repeated or contained.
2. In these regulations the words standing in the first column of the table next following shall bear the meanings set opposite to them respectively in the second column thereof in so far as the same are not inconsistent with the subject or content: -
  - 2.1. The Act - means The Companies Act, No. 12 of 2002
  - 2.2. The Company - the **TINBOT EAST AFRICA (T) LIMITED**
  - 2.3. The articles - means the articles of the company.
  - 2.4. Clear day - in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.
  - 2.5. The seal - The common seal of the company.
  - 2.6. Secretary - Shall mean any person appointed to perform the duties of  
  
Secretary of the Company.
  - 2.7. The Office - means the registered office of the Company.
  - 2.8. The Directors - means the Directors for the time being of the Company acting as a Board in proper meetings.
  - 2.9. Tanzania - The Mainland Tanzania not including Tanzania Zanzibar.
  - 2.10. Calendar - Calendar month.
  - 2.11. Proxy - shall include an attorney duly under a power of Attorney.
  - 2.12. Writing - shall include printing, lithography, electronic and any other mode of representing or reproducing words in visible form including facsimile messages, email messages, telegrams, and radiograms.
3. The Company is a Private Company and accordingly:
  - 3.1. Has the right to transfer shares restricted in the manner hereinafter prescribed;
  - 3.2. The company shall not have power to issue share warrants to bearer;
  - 3.3. Any invitation to the public to subscribe for any shares or debenture of the Company is prohibited.

## **SHARE CAPITAL.**

4. The original share capital of **TZS. 1,000,000,000/=** is divided into **1000** Shares of Tshs. **1,000,000/=** each. The shares in the original or any increased capital may be divided into several shares and there may be attached thereto respectively any preferential, deferred, or other special rights, privileges, conditions, or restrictions as to dividend, capital voting or otherwise.
5. Without prejudice to any special rights previously conferred on the holders of such preferred, deferred to other special rights or such restrictions, whether regarding dividend, return of capital or otherwise as the Company may, from time to time by Ordinary Resolution determine.

## **PREFERENCE SHARES.**

6. Subject to the provisions of the Act, any preference shares may, with the sanction of an Ordinary Resolution, be issued on terms that they are, or at the option of the Company are, liable to be guided on such terms and in such manner as the Resolution may determine.

## **VARIATIONS OF RIGHTS.**

7. If at any time the share capital is divided into different classes of share the right attached to any class (unless otherwise provided by the terms of issue of the shares of that class), whether or not the Company is being wound up, be varied with the consent in writing of the holders of three fourth of the issued shares of that class, or with the sanction of an extraordinary Resolution passed at a separate General Meeting of the holders of the shares of the class. To every such General meeting the provisions of these articles relating to General Meeting shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class but so that if at any adjourned meeting of such holder quorum as above defined is not present, those members who are present shall be a quorum and that any holder of shares of the class present in person or by proxy may demand a poll.
8. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall unless otherwise expressly provided by the terms of issued shares of that class, be deemed not to be varied by the creation or issued of further shares ranking 'pari passu' therewith.

## **ALLOTMENT OF SHARES.**

9. Subject to the provisions of these Articles relating to new shares, the shares shall be at the disposal of the Directors, and they may (subject to the provisions of the Act) allot, grant,

option over, or otherwise dispose of them to such person on such terms and conditions, and at such time as they think fit, but so that no shares shall be issued at a discount, except in accordance with the provisions of the Act.

10. The Company may exercise the powers of paying commissions conferred by Section 56 of the Act. Subject to the provisions of the Act, such commissions may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.
11. The Company shall not give, whether directly or indirectly and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with, a purchase or subscription made or to be made by any person or for any shares in the Company or in its holding Company, nor shall the company, make a loan for any purpose whatsoever on the security of its shares or those of its holding Company, but nothing in these shall prohibit transactions mentioned in the Act.

#### **LIEN.**

12. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company; but Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien (if any) on a share shall extend to all dividends payable thereon.
13. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating a demanding of such part of the amount in respect of which the lien exist as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by a reason of his death or bankruptcy.
14. To give effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
15. The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue (if any, shall subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the

sale.

### **CALLS ON SHARES.**

16. The Directors may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times provided that no call shall be payable at less than one month from the date fixed for payment of the past preceding call and each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and places so specified the amount called on his shares. Any call may be revoked or postponed as the Directors may determine.
17. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be required to be paid by instalments. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
18. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding 5 percent per annum as the Directors may determine. The Directors shall be at liberty to waive payment of such interest wholly or in part.
19. Any sum which, by the terms of issue of a share, becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these Articles, be deemed to be a call duly made and payable on the date on which, in case of non-payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
20. The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
21. The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become payable) pay interest at such rate not exceeding (unless the company in General Meeting shall otherwise direct) 5 percent per annum, as may be agreed upon between the Directors and the member paying such sum in advance.
22. No members shall be entitled to receive any dividend or to exercise any privilege as a member, until he shall have paid all the calls for the time being due and payable on every share held by him, whether alone or jointly with any other person together with interest and expenses thereon (if any).

## **TRANSFER OF SHARES.**

23. Subject to the restrictions of these regulations' shares shall be transferable. Every transfer must be in writing in the usual/common form or in such other form as the Directors shall approve and must be left at the registered office of the company, accompanied by the certificate of the shares to be transferred and such other evidence as the Directors may require proving the title of the intended transfer.
24. Unless otherwise prescribed by the Directors the following will be the usual or common form of a transfer of shares.
25. The instrument of transfer of any share shall be executed by or on behalf of the transferor and transferee, and the transferee shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.
26. The Directors may, in their absolute discretion and without assigning any reason thereof, decline to register any transfer of any share whether or not it is a fully paid share, and they may also decline to register any transfer of shares on which the Company has lien.
27. The Directors may also suspend the registration of transfer during the fourteen days immediately preceding the ordinary general meeting in each year, and at such other time and for such periods as the Directors may from time to time determine provided always that registration shall not be suspended for more than thirty days in any year.
28. The Directors may also decline to recognize any instrument of transfer unless such instrument is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require showing the right of the transferor to make the transfer.
29. If the Directors refuse to register a transfer, they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal.
30. A share may be transferred at any time by a member to another member or to a wife, husband, son, daughter, brother or nephew of the transferor member and any share of a deceased member may be transferred by his legal personal representative, executor or administrator to any of the said relations of the deceased member, as herein specified to whom the deceased member may have bequeathed the same.
31. No share shall be transferred to any person who is not a member of the Company so long as any member of the Company is willing to purchase the same at a fair value which shall be determined by the Auditors of the Company and when an occasion for such a transfer arises the determination of the Auditors shall be accepted by all parties as a fair value.

## **ALTERATION OF CAPITAL.**

32. The Company may from time to time by special resolution increase the share capital by

such sum, to be divided into shares of such amount, as the resolution shall prescribe.

33. Subject to any direction to the contrary that may be given by a special resolution passed at the meeting sanctioning any increase of capital, and subject to the provisions of these Articles, all new shares of whatever kind, shall be offered to the members in proportion to the nominal value of the existing shares held by them, and such offer be made by notice specifying the number of shares to which the member is entitled and stating a time limit of three months within which the offer is not accepted will be deemed to be declined. After the expiration of such time, or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the shares so offered, any other member shall have the right to accept the offer so deemed to be declined within three months of it so declining the same failing which the Directors may dispose of the same in such manner as they may think most beneficial to the Company. If, owing to any inequality in the number of new shares to be issued and the number of shares held by members entitled to have the offer of such new shares, any difficulty shall arise in the allotment of any such new shares amongst the members, such difficulty shall in the absence of direction by the Company determined by the Directors.
34. The Company may be by special resolution: -
  - 34.1. consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
  - 34.2. Sub-divide its existing shares or any of them, into shares of smaller amount than is fixed by the Memorandum of Association subject.
  - 34.3. Cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person.
  - 34.4. Reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any incident authorised and consent required by law.

### **GENERAL MEETINGS.**

35. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meetings as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.
36. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
37. The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default,

may be convened by such requisition, however such must comply with requirement set out under the Act.

#### **NOTICE OF GENERAL MEETING.**

38. An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and a meeting of the Company other than an Annual General Meeting or a meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least.
39. The notice shall be exclusive of the day on which it is served or deemed to be served but inclusive of the day for which it is given.
40. The notice shall specify the place, the day and the hour of meeting and in case of special business, the general nature of that business, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company.
41. Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in these Articles, be deemed to have been duly called if it is so agreed: -
  - 41.1. in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat; and
  - 41.2. in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent, in nominal value of the shares giving that right.
42. The accidental omission to give notice of a meeting to, or non-receipt of notice of a meeting by, any member shall not invalidate the proceedings at the meeting.

#### **PROCEEDINGS AT GENERAL MEETING.**

43. All business shall be deemed special that is transacted at an extraordinary general meeting, and all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the ordinary report of the Directors and Auditors the election of Directors and other Officer in place of those retiring and appointment of, and their fixing of the remuneration of the Auditors.
44. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as herein otherwise provided, two third of the members, present in person or by proxy, shall be quorum.
45. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any other case it shall stand adjourned to the same day and at such other time, and place as the Directors may determine and if at the adjourned meeting a quorum is not present within

half an hour from the time appointed for the meeting, the members present shall be a quorum.

46. The Chairman, if any of the Board of Directors shall preside as Chairman at every General Meeting of the company or, if there is no such Chairman, or, if he shall not be present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present shall choose one of their members to be Chairman of the meeting.
47. If at any meeting no Director is willing to act as Chairman or if no Director is present within half an hour after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairman of meeting.
48. The Chairman may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
49. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the show of hands) demanded:
  - 49.1. by the Chairman of the meeting; or
  - 49.2. By at least one member present in person or by proxy.
50. Unless a poll is so demanded, a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect is entered in the minute book, shall be conclusive evidence of the fact without proof of the number, or proportion of the votes recorded in favour of, or against such resolution. The demand for a poll may be withdrawn.
51. If a poll is duly demanded it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
52. In the case of an equality of votes, whether on a show of hands or a poll, the Chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall have a second or casting vote.
53. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs.
54. An ordinary resolution in writing signed by three fourths of the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being

- corporation by their duly authorised representatives) shall be as valid and effectual as if the same had been passed at a general meeting of the company duly convened and held.
55. Subject to any rights or restrictions for the time being attached to any shares or classes of shares, every member present in person or by proxy shall, on a show of hands, have one vote, and on a poll have one vote for each share of which he is the holder.
  56. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the inclusion of the votes of the other joint holders. For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
  57. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian appointed by that court, and any such committee or other legal guardian may vote by proxy.
  58. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
  59. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meetings in which the vote objected to is given or tendered. Every vote not disallowed at such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
  60. On a poll vote may be given either personally or by proxy.
  61. The instrument appointing a proxy shall be in writing under the hand of the appointer, or his attorney duly authorized in writing or, if the appointer is a corporation either under seal or under the hand of an officer or attorney duly authorized. A proxy need not be a member of the Company.
  62. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or authentically certified copy of that power or authority shall be submitted at the registered offices of the Company or such other place as is specified for that purpose in the notice convening the meeting, not less than forty hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, and in default the instrument or proxy shall not be treated as valid.
  63. The instrument appointing a proxy shall be in the following form or such form as the Directors may approve:

**TINBOT EAST AFRICA (T) LIMITED**

I/WE ..... of ..... being a member/member of

**TINBOT EAST AFRICA (T) LIMITED** hereby appoint .....

to vote for me/us on my/our behalf at the ordinary or extraordinary (as the case may be), general meeting of the Company, to be held on the ..... day of ..... 20 ..... and at any adjournment thereof.

As Witness my hand this ..... day of ....., 20 .....

**“TINBOT EAST AFRICA (T) LIMITED”**

This form is to be used in favour of/against the resolution(s). Unless otherwise instructed the proxy shall vote, as he thinks fit.

64. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which it was executed or the transfer of the share in respect of which the instrument of proxy is given, provided that, no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the company at the office before the commencement of the meeting at which the proxy is used.

**DIRECTORS.**

65. Unless and until the company in a general meeting shall otherwise determine, the number of Directors shall not be less than two. And the following persons shall be the first

Directors of the Company:

**65.1. YONA DAMASI SANGA**

**65.2. XILONG ZHANG**

66. If the number of Directors appointed pursuant to these regulations shall be less than two, the existing Director may appoint such additional Director as may be required to reach the prescribed limit of two. Such a Director shall retire from office at the next annual general meeting following his appointment but shall be eligible for election.

67. The Company in general meeting may appoint a person to be a director either to fill a casual vacancy or as an additional to the existing Directors. No qualifying shares shall be necessary to enable a Director to hold office and a Director need not be a member.

68. The Company may by extraordinary resolution remove any Director from office. Unless so removed, the Directors, appointed under these regulations, shall continue to be in office unless disqualified as herein after provided under articles 86 and another person is

appointed a Director in place of him.

69. The Company in general meeting shall, from time to time, determine the remuneration of the Directors. Such remuneration shall be deemed to accrue from day to day. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending a returning from a meeting of the Directors or any committee of the Directors or general meetings of the company or in connection with the business of the Company.
70. A Director of the Company may be or becomes a director or other officer or otherwise interested in any company promoted by the company in which the company may be interested as a shareholder or otherwise. No such Director shall be accountable to the company for any remuneration or other benefits received by him as a Director or officer or from his interest, in such other company unless the company otherwise directs.
71. The Directors may elect a chairman and deputy Chairman of its meetings and determine the period for which they are respectively to hold office. If no such Chairman or deputy Chairman be present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their members to be Chairman of the meeting.

#### **BORROWING POWERS.**

72. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to mortgage whether outright or as security for any debt, liability, or obligation of the company or any third party.
73. The Directors shall cause a proper register of charge to be kept in accordance and compliance of the provisions of the Act.

#### **POWERS AND DUTIES OF DIRECTORS.**

74. The business of the company shall be managed by the Board of Directors, who may pay all expenses incurred in promoting and registering the company, and may exercise all such powers of the company, as are not, by the Act or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to any regulation of the Articles, to the provisions of the Act and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the company in general meeting, but no regulation made by the Company in the General meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
75. The Directors may, from time to time, and at any time, by power of attorney, appoint any company, firm of person or body of persons, whether nominated directly or indirectly by the Directors, to be attorney or attorneys of the company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the

Directors under these Articles) and for such period and subject to such terms as the Directors shall think fit and the power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorize any such attorney to delegate any of the powers, authorities and discretion vested in him.

76. The company may exercise the powers conferred by Section 33 of the Act about having an official seal for use abroad, and such powers shall be vested upon the Directors.
77. The company may exercise the powers conferred upon the company by Sections 104 to 107 (both inclusive) of the Act about the keeping of a branch register and the Directors may (subject to the provision of those sections) make and vary such regulations as they may think fit respecting the keeping of any such register.
78. A Director who 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 Section 150 of the Act.
79. A Director shall not vote in respect of any contract or arrangement in which he is interested or upon any matter arising there out and if he shall so vote, his vote shall not be counted and shall not be counted in the quorum present at the meeting at which such contract or arrangement is considered.
80. A Director may hold any other or place of profit under the company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration or otherwise) as the Directors may determine and no Director/intending Director shall be disqualified by his office from contracting with the company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the company in which any Director is in any way interested be liable to be avoided, nor shall any Director 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 for such a Director holding that office should establish.
81. A Director may be counted in the quorum present at any meeting where he is appointed to hold any such office or place of profit under the company, or whereat the terms of any such appointment are arranged, but he shall not vote on any such appointment or arrangement of the terms thereof.
82. Any Director may act by himself or by his firm in a professional capacity for the company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as Auditor of the Company.
83. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments,

and all receipts for money paid to the company shall be signed, drawn, accepted endorsed or otherwise executed, as the case may be in such manner as the Directors shall from time to time by resolution determine.

## **MINUTES.**

84. The Directors shall cause minutes to be in books provided for the purpose:

84.1. of all appointments of officers made by the Directors.

84.2. of the names of the Directors present at each meeting of the Directors and of any committee of Directors.

84.3. Of all resolutions and proceedings at all meetings of the company, and of the Directors and of committee of Directors, but it shall not be necessary for the Directors to sign their names in the minute's book.

85. The Directors on behalf of the company may pay a gratuity or pension or allowance or retirement to any Directors who has held any other salaried office or place of profit with the company or to his widow or dependents and may make contributions to any fund and pay premiums for the purchase of provisions of any such gratuity, pension or allowance.

## **DISQUALIFICATION OF DIRECTORS.**

86. The office of the Director shall vacate if the Director:

86.1. ceases to be a Director by virtue of section 194 (2) of the Act; or

86.2. becomes bankrupt or makes any arrangement or composition or compensation with his creditors generally; or

86.3. becomes prohibited from being a Director by reasons of any order made under Sections 193, 197 of the Act; or

86.4. becomes of unsound mind; or

86.5. is dismissed or removed from office in accordance with Articles 68 of these regulations; or

86.6. resigns his office by notice in writing to the company; or

86.7. Shall for more than six months have been absent without permission of the Directors, from meetings of the Directors held during that period.

## **ROTATION OF DIRECTORS.**

87. The Directors shall have power at any time, and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these regulations. Any Director so appointed shall hold office only until

the next following annual general meeting and shall then be eligible for re-election.

### **PROCEEDING OF DIRECTORS.**

88. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. A Director shall at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from Tanzania.
89. Directors may fix the quorum necessary for the transaction of the business of the Directors and unless so fixed, if the number of Directors exceeds three shall be three, and if the number of Directors is or less than three shall be two.
90. The continuing Director may act, notwithstanding any vacancy in their body. But, if, and so long as their number is reduced below the number fixed by or pursuant to the articles as the necessary quorum of Directors, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a general meeting of the company but for no other purpose.
91. The Directors may delegate any of their powers to committees consisting of such members of their body as they think fit and committees so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.
92. The Directors may elect the Chairman of their meetings and determine the period for which he is to hold office. If no such Chairman is elected, or if at any meeting the Chairman is not present within the time limit set for the holding of the particular meeting, the Directors present may choose one of their numbers to be a Chairman of the meeting.
93. A committee may elect a Chairman of its meetings, if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the members may choose one of their members to be the Chairman of the meeting.
94. A committee may meet and adjourn, as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and in the case of an equality of votes the Chairman shall have a second or casting vote.
95. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall notwithstanding that it be afterward discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if such person had been duly appointed and was qualified to be a Director.
96. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid and effectual as if it had been passed

at a meeting of the Directors duly convened and held; such resolution may consist of two or more documents in like committee convened.

### **MANAGING DIRECTOR.**

97. The Directors may from time to time appoint one or more of their body to the office of the Managing Director for such period and on such terms as they think fit, and subject to the terms of any agreement entered into any particular case, may revoke such appointment. A Director so appointed shall not, whilst holding the office, be subject to retirement at the annual general meeting, but his appointment shall be automatically determined if he ceases from any cause to be a Director.
98. A Managing Director shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Directors may determine.
99. The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and condition and with such restrictions as they may think fit and whether collaterally with or to the exclusion of their own powers and may from time-to-time revoke, withdraw, alter or vary all or any of such powers.
100. The Directors may from time to time appoint a General Manager or Manager of the business of the company for such terms and on such remuneration (whether by way of salary or commission or participation in profits or partly in one and partly in another) as they may think fit and may remove and discharge any such person and appoint a substitute. The Director shall take such security if any, for the conduct and satisfactory discharge of the duties of any such General Manager as they shall in their discretion, think sufficient.

### **ALTERNATE DIRECTOR.**

101. Any Director may at any time appoint any person to be alternate Director of the company in his place and may at any time remove from office any such alternate appointed by him. An alternate Director shall not be entitled as such to receive any remuneration from the company, but he shall be entitled to perform in the place of his appointer such of the functions of his appointer as Director of the company as his appointer shall by the instrument of appointment prescribe. Any number of Directors may appoint the same person as an alternate Director. An alternate Director appointed for the purpose of attending and voting at meetings of Directors shall be entitled to receive notices of all such meetings and to attend and be counted in the quorum and vote at any such meeting at which his appointer is not present. An alternate Director shall have vote in respect of each appointer in whose place he is entitled to vote and (if himself and Director) may exercise such vote or votes in addition to his own vote at a meeting.

101.1. Provided always that nothing in this regulation shall enable the Chairman or Managing Director to delegate to an alternate Director any of the special powers of authorities vested in the Chairman or such Managing Director as the case may be by these regulations or by the Director or shall enable more than one vote to be cast at any meeting of the Directors on behalf of the same appointer.

102. All appointments and removals of alternate Directors shall be made by notice in writing, signed or on behalf of the Directors making or revoking such appointment; and every such notice shall be delivered or sent to the secretary or to the registered office of the company and shall take effect from the time of receipt.

### **SECRETARY.**

103. The Directors shall appoint the Secretary (ies) for such term, and at such remuneration and upon such terms and conditions as they may think fit, and they may remove any secretary so appointed.

104. No person shall be appointed or hold office as secretary who is:

104.1. the sole Director of the company; or

104.2. a corporation the sole Director of which he is the sole Director of the company;  
or

104.3. The sole Director of a corporation which is the sole Director of the company.

105. A provision of the Act or these regulations requiring or authorising a thing to be done by the Director and the secretary shall not be satisfied by its being done by the same person acting both as Director and as the original place of the secretary.

### **THE SEAL.**

106. 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 countersigned by the secretary or by second Director or some other person appointed by the Directors for the purpose.

107. 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.

### **DIVIDENDS AND RESERVE.**

108. The Company at its general meeting may declare dividends but dividends shall not exceed the amount recommended by the Directors.

109. The Directors may from time to time pay to the members such interim dividends as appear

to the Directors to be justified by the profits of the company.

110. No dividends shall be paid otherwise than out of profits.
111. The Directors may, before recommending any dividend, set aside, out of the profits of the company, such sums as they think proper as reserve(s). The reserve shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the company may be properly applied. Pending such application, reserve(s) may at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Directors may from time to time think fit. The Directors may also, without placing the same to reserve, carry forward any profit which they may think prudent not to divide.
112. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid. No amount paid or credited as paid on a share in advance of calls shall be treated for the purpose of this regulation as paid on the share.
113. The Directors may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.
114. Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus, wholly or partly, by the distribution of specified assets, and in particular of paid-up shares, debentures, or debenture stock of any other company, or in any one or more of such ways, and the Directors shall give effect to such resolution. Where any difficulty arises in such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for the distribution of such specific assets or any part thereof and may determine that cash payment shall be made to any members upon the footing of the value so fixed in order to adjust the rights of the parties, and may vest any such specific assets in the trustee as they may seem expedient.
115. Any dividend, interest or other money payable in cash in respect of shares, may be paid by cheque or warrant sent through the post directly to the registered address of the holder or in the case of joint holders who is first named on the Register of Members or such person and to such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. Any one of the two or more joint holders may give effectual receipt for any dividend, bonuses or other money payable in respect of the shares held by them as joint holders.
116. No dividend shall bear interest against the company.

## **ACCOUNTS.**

117. The Directors shall cause proper books of account to be kept with respect to:
- 117.1. all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure take place;
  - 117.2. all sales and purchases of goods by the company; and
  - 117.3. The assets and liabilities of the company.
  - 117.4. Proper books of accounts shall not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions.
118. The books of account shall be kept at the registered office of the company, or at such other place, as the Directors think fit, and shall always be open to the inspection of the Directors.
119. The Directors shall from time to time determine whether and to what extent, and at what times and places, the books of the company or any of them, shall be open to inspection of members not being Directors. No member (not being a Director) shall, without the consent or direction of the Directors, have any right to inspect any account or book or document of the company except as conferred by statute or by the company in a general meeting.
120. The Directors shall from time to time, in accordance with the requirement of the Act cause to be prepared and to be laid before the company in general meetings such as profit and loss accounts, balance sheets, group accounts (if any), and reports as referred to in those sections.
121. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the company in the general meeting, together with a copy of the Auditor's report, shall, in not less than twenty-one days before the date of the meeting, be sent to every member and every holder of debentures of the company and to every person registered under these regulations. Provided that this regulation shall not require a copy of those documents to be sent to any person whose address the company is not aware of or to more than one of the joint holders of any share or debentures.
122. The profit and loss account shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of established salaries and other like matters. Every expenditure against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting. In cases where any item of expenditure, which may in fairness, be distributed over several years has been incurred in any one year, the whole amount of such items shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

## **CAPITALISATION OF PROFIT.**

123. The Company in general meeting, may, upon the recommendation of the Directors, resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or the credit of the profit and loss account or otherwise for distribution amongst the members who would have been entitled thereto if distributed by way of dividend, and in the same proportions, on conditions that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full un-issued shares or debentures for the company to be allotted and distributed and credited as full paid up and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other and the Directors shall give effect to such resolution.
124. Provided that a share premium account and a capital redemption reserve fund may, for the purpose of this regulation, only be applied in paying up of un-issued shares to be issued to members of the company as full paid bonus shares.
125. Whenever such a resolution as aforesaid shall have been passed, the Directors shall make appropriations and applications of the undivided profits resolved to be capitalised, and all allotments and issues of fully-paid shares or debentures, if any, and generally shall do all acts and things required by such provisions by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions. The Directors may authorise any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the company on their behalf, by the application thereto of the respective proportions of the profits resolved to be capitalized, or the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

## **AUDIT.**

126. Auditors shall be appointed, and their duties regulated in accordance with the Act.

## **NOTICE.**

127. The company may give a notice to any member either personally or by sending it by post, telex or telegram or cable, to be confirmed later in writing to him or to his registered address. If a member does not have a registered address within Tanzania, the notice may be sent to the address, if any, within Tanzania, supplied by him to the company for the

giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and unless the contrary is proved, to have been effected, in the case of a notice of meeting, at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

128. If a member has no registered address within the territory and has not supplied to the company any other address for the giving of notice to him a notice addressed to him and advertised in the newspapers circulating in the neighborhood of the registered office of the company shall be deemed to have been duly given to him at noon on the day on which the advertisement appears.

129. The company may give notice to the joint holders of a share by giving the notice to the joint holder first named in the register of members in respect of the shares.

130. A notice may be given by the company, to the persons entitled to a share in consequence of the death or bankruptcy of a member, by sending it through the post in a prepaid letter addressed to them by name, or by the title of representative of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any within Tanzania supplied for the purpose by the persons claiming to be so entitled, or until such address has been so supplied, by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

131. Notice of every general meeting shall be given in any manner hereinbefore authorized to the following only:

every member, except those members who, having no registered address within Tanzania, have not supplied to the company an address within Tanzania for the giving of notice to them;

132. Every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a member but for his death or bankruptcy would be entitled to receive notice of the meeting.

133. 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 judgment is given in his favour or in which he is acquitted or in connection with any application under section 345 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 Section 155 of the Act does not avoid its provisions.

### **ARBITRATION.**

134. In case of any dispute or difference shall arise between the company and any member or members or their respective or representatives on any provision of this article, memorandum of this company or any law that creates any right or liability between the company and any member or members, be it upon construction or express provision which arise upon reason of this article, memorandum or any law such difference shall (unless sole arbitrator be agreed upon ) forthwith be referred to the three panel of arbitrators, one to be appointed by each part in the dispute and the third arbitrator shall be appointed by the two arbitrators appointed by the parties. The arbitration will be governed by Tanzanian laws (in all aspects that including procedural and substantive laws).

### **WINDING UP.**

135. If the company shall be wound up, the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the Act, divide amongst the members in specie or kind the whole or any part of the assets of the company (whether they shall consist of property of the same kind or not) and may for such purpose, set such value as he deems fair upon any property to be divided as aforesaid and determine how such divisions shall be carried out s between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trust for the benefit of the contributions as the liquidator, with the like sanction, shall think fit, but so that no member shall be compelled to accept any shares or enter securities whereon there is any liability.

### **INDEMNITY.**

136. 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 judgment is given in his favor or in which he is acquitted or in connection with any application under section 345 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 Section 155 of the Act does not avoid its provisions.

Names, Addresses, and Description of Subscribers.	Number of shares taken by each Subscribers	Signature
<b>SHANGHAI SMART KELUO TECHNOLOGY COMPANY LIMITED</b> Address: Room 109, No.5, Lane 1688, Shenchang Road, Minhang District, Shanghai.	510	Director: Zhen Jin Signature: <i>Zhen Jin</i>
		Director: Jie Dai Signature: <i>Jie Dai</i>
<b>TAINIU INDUSTRIAL TECHNOLOGY (SHENZHEN) CO. LTD</b> Address: Room 301, Building 66, Huaqiao New Village Community, Hengang Sub-District, Longgang District, Shenzhen.	480	Director: Xirong Lu Signature: <i>Xirong Lu</i>
		Director: Xilong Zhang Signature: <i>Xilong Zhang</i>
<b>YONA DAMASI SANGA</b> P. O. BOX 25087 DAR ES SALAAM - TANZANIA	10	<i>Y Sanga</i>

Dated this.....05<sup>TH</sup>..... Day of.....JUNE.....2025

WITNESS TO THE ABOVE SIGNATURES: -

NAME: .....*OTHMAN OMARY OTHMAN*.....  
 SIGNATURE: .....*[Signature]*.....  
 POSTAL ADDRESS: *25087 DAR ES SALAAM*.....  
 QUALIFICATION: *COMMISSIONER FOR OATHS*.....

