

DATED THIS 22ND DAY OF JANUARY 2022

AGREEMENT

BETWEEN

TANCLOUD COMPANY LIMITED

AND

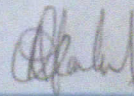
THE REGISTERED TRUSTEES OF MUNADHAMAT AL DA'WA AL-ISLAMIA
(CERT S.A6933)

DRAWN BY:
AVIS LEGAL
P.o Box 100035
Tancot House, 3rd Floor
Sokoine/Pamba Street
Dar es salaam – Tanzania
Email : info@avislegal.or.tz


Certified as True Copy of the Original
Hendrick Daniel Matiku
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 13/03/2025







AGREEMENT

This agreement is made on 22nd day of January 2022.

BETWEEN

TANCLOUD COMPANY LIMITED (TCL) (Company Cert No.15368400, a company limited dully incorporated under the Companies Act of 2002, CAP 212, having its address at TANCOT HOUSE, 3rd FLOOR, SOKOINE Drive, Dar es salaam who in this agreement shall be referred to as "TANCLOUD" on the one part;

AND

BOARD OF TRUSTEES OF MUNADHAMAT AL DA'WA AL-ISLAMIA (with certificate no S.A6933) who in this agreement shall be referred to as "MUNAZZAMAT"

BOTH TANCLOUD COMPANY LIMITED and the **BOARD OF TRUSTEES OF MUNADHAMAT AL Da'wa AL-Islamiyya** shall collectively be referred to as the "parties" and singly as a "party".

WHEREAS

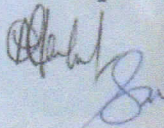
TANCLOUD COMPANY LIMITED is a company, which is incorporated in Tanzania, with among other objectives to engage in mutual beneficial projects in education and health in the countries of concentration around the world.

TANCLOUD COMPANY LIMITED is desirous of selecting and collaborating with a Partner within the United Republic of Tanzania and provides necessary funds for the project for investment of current and future sustainability.

BOARD OF TRUSTEES OF MUNADHAMAT AL DA'WA AL-ISLAMIA is a trusteeship organization incorporated in Tanzania under the Trustees incorporation Act, Chapter 318, RE, 2019.

THE BOARD OF TRUSTEES OF MUNADHAMAT AL DA'WA AL-ISLAMIA is equally desirous to forge a collaboration with **TANCLOUD COMPANY LIMITED** and foresee an investment in its premises in the area of health in a mutual beneficial manner.


Certified as True Copy of the Original
Hendrick Daniel Matiku
Advocate, Notary Public & Commissioner
for Oaths
Sign: 
Date: 13/03/2025


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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED as follows:

INTERPRETATION

Wherever used in this agreement unless the context shall otherwise require, the following expressions shall have the following meanings: -

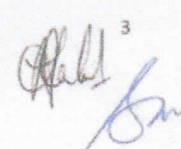
Agreement	means this agreement of collective investment on health project
Parties	means the parties involved in this Agreement and their successors in title
A fund	means funds injected into the Project by TANCLOUD COMPANY LIMITED to facilitate the project under this agreement.
Foreign currency	means the currency in United States Dollars (\$)
Domestic currency	means the currency in Tanzania Shillings (TZS)
Project	means the project which is in the project funding Agreement entered between TANCLOUD COMPANY LIMITED and THE BOARD OF TRUSTEES OF MUNADHAMAT AL DA'WA AL-ISLAMIA.
Project schedule	Means schedule consist of the project timeline and installment on disbursement of funds.

OBLIGATION OF PARTIES

2.1. Statement of principle

- 2.1.1 The parties are responsible in fulfilling their obligations in achieving the objectives as set out in this agreement without violating any of its terms.

- 2.1.2 On the occasion where the party is engaging a third party such as a consultant or expert to take part in executing the project, the party engaging the said third party must be transparent and truthful in giving update on the progress, challenges and shortcoming from the project to the other party.



2.1.3 The parties do hereby agree to run the business of the Health centre under a business name "MIKOCHENI MODERN MEDICAL CENTRE" under the conditions provided in the coming clauses of this Agreement.

2.1.4 The Health centre shall be operated as a separate entity and all legal liabilities of the centre shall be at the instance of the medical centre itself.

2.2. Obligations of Tancloud Company Limited

2.2.1 TANCLOUD shall appoint three (3) representatives and MUNADHAMAT shall appoint two (2) representatives who form a joint management team which shall be responsible in running the established health centre. TANCLOUD representatives shall have a majority voting rights amounting to 75% in meetings and shall have the right to appoint a Chairperson of the Management team.

2.2.2 TANCLOUD undertakes to invest the necessary fund to be utilized in establishing a state of art health facility centre at Mikocheni area, Dar es salaam-Tanzania at the premises owned and provided by Munadhamat.

2.2.3 TANCLOUD shall bear all financial costs relating to approvals and permits from government authorities, provide technical staff for design and supervision of rehabilitation/reconstruction, purchase of all relevant equipments and furniture as per the standards provided by national laws and regulations.

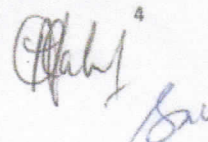
2.2.4 TANCLOUD shall foresee all matters of employment of relevant and qualified staff and shall be responsible for payment of all their remunerations.

2.2.5 TANCLOUD shall be responsible in training staffs within and outside Tanzania to ensure that they have relevant and up to date skills.

2.2.6 TANCLOUD shall provide enough required amount of money to fund the project based on the business plan and its progress schedule, development phases of the health facility centre according to needs per specific time.

2.2.7 TANCLOUD Shall in consultation with the other party open a separate bank account(s) for the health centre. Operation of the account(s) will be determined by the Joint Management Team.

2.2.8 In the event where TANCLOUD has the knowledge on the presence of other collaboration between MUNADHAMAT and any other third party which is similar or incidental to the general and specific purposes of this agreement during the subsistence of this agreement TANCLOUD will immediately stop disbursing funds



for the project and shall require MUNADHAMAT to refund all the amounts disbursed for the project to TANCLOUDS with immediate effect.

- 2.2.9 TANCLOUD shall ensure that all the funds necessary for execution of the project under this agreement are provided promptly and timely as planned.
- 2.2.10 TANCLOUD shall be responsible in drafting the general policy and strategic direction of the health Centre.

2.3. Obligations of the Board of Trustees of Munadhamat Al Da'wa Al-Islamia

2.3.1 Munadhamat shall provide premises located at Plot No. 168 Mikocheni B in Dar es Salaam to be used for establishment of the health centre which is the subject of this agreement.

2.3.2 Munadhamat through its board of trustees shall appoint two (2) representatives who will in collaboration with the other three (3) representatives appointed by TANCLOUD form a joint management team which shall be responsible in running the established health centre.

2.3.3 Munadhamat shall take necessary steps in collaboration with TANCLOUD in ensuring compliance with the laws and regulations of Tanzania.

2.3.4 Munadhamat shall not dispose whole or any part of the premises intended to be used in connection with this agreement during subsistence of this agreement.

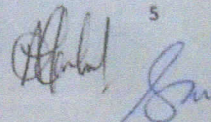
2.3.5 Munadhamat shall not do any act during the subsistence of this agreement which may curtail the execution of this agreement to its finality.

3.0 PROCEEDS SHARING

The revenues from the centre upon profit generation shall be shared between the parties in the ration below:

3.1 MUNADHAMAT shall be entitled to receive twenty five per centum (25%) of the realized profit from the health centre and the board of trustees of MUNADHAMAT shall be at liberty on decision relating to utilization of the said proceeds.

3.2 TANCLOUD COMPANY LTD shall be entitled to receive seventy five per centum (75%) of the realized profit from the health centre and the company shall be at liberty on decision relating to utilization of the said proceeds.



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4.0 **DEFAULTS.**

4.1 This Agreement shall be terminated at the instance of any party due to the following reasons:-

4.1.1. Upon breach of any of the term stipulated in this Agreement, Provided that the aggrieved party shall give the other party a notice in writing respect of the breaches and afford it the chance to rectify the breach for not less than one month and not more than six months and upon failure to do so, the aggrieved party shall be entitled to rescind the agreement and take appropriate measures in such respect.

4.1.2. Either party is proved to have provided false information to the other;

4.1.3. The Partner used the Funds in any activity other than the intended one; or

4.2. Upon termination of this Agreement, for any reasons mentioned in clause 3.1., at the instance of Munadhamat:

4.2.1. TANCLOUD shall cease to provide the investment Funds;

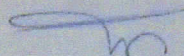
4.2.2. TANCLOUD shall forthwith cease to execute any pending or existing obligation;

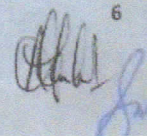
4.2.3 All confidential information and any copies of documents related to the project shall not be disclosed to any third party except in accordance of the law.

4.2.4. TANCLOUD shall not be responsible for any liability that arises from the conduct of the other party which is out of the context of this agreement, however that shall not affect the accrued rights, remedies, obligation or liabilities of either party existing prior to the termination.

4.3 Upon termination of this Agreement, for any reasons at the instance of TANCLOUD:

4.3.1 Munazzamat shall retain control of the premises.



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4.3.2 TANCLOUD shall take possession of the equipments.

4.4. Should there arise any dispute out of this Agreement between both parties, the matter in dispute shall, be resolved by way of Arbitration where as each party shall appoint a single arbitrator who shall consequently appoint an umpire subject to the laws applicable in Tanzania.

5.0 **INTELLECTUAL PROPERTY**

5.1. TANCLOUD names and logo shall remain the exclusive property of the company and shall only be used in accordance with regard to and in connection to the objectives of this agreement.

5.2. Unless expressly provided and permitted by TANCLOUD in this Agreement or by written agreement Munazzamat is not entitled to any right on TANCLOUD's name and logo or any other intellectual property owned by TANCLOUD.

6.0 **MISCELANEOUS**

6.1 **Headings**

The headings and captions of this agreement are inserted for convenience of reference and not define, limit or describe the scope or intent of this agreement or any particular Section, Paragraph or provision.

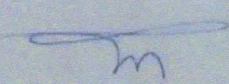
6.2 **Law and jurisdiction.**

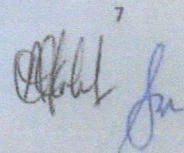
This agreement shall be governed by and construed in accordance with the laws and Jurisdiction of the courts of the United Republic of Tanzania.

6.3 **Official language and transaction currency**

Both parties are obliged to use English language in all official communication with each other and the United States Dollar (USD) and/or Tanzania Shillings currencies shall be used for all financial transactions relating to this agreement.

6.4 **Duration of partnership**



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6.4.1. This Agreements shall be valid for a term of twenty (20) years.

6.4.2. The parties may renew this agreement upon mutual written consent.

6.4.3 All properties at the health facility shall remain with Munazzamat upon termination of this agreement at the instance there is no renewal.

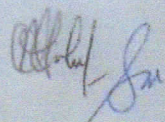
6.5 Notices

Any correspondence including notice shall be made in the following manner:-

	TANCLOUD COMPANY LIMITED	MUNADHAMAT AL-DAWA AL-ISLAMIA
Contact person	SUMEYA IDRIES OSMAN	MUSA ALI NYAMSINGWA
Position	MANAGING DIRECTOR	CHAIRMAN
Postal Address	Tancot House, 3 rd Floor Sokoine Drive/Pamba street P.O Box 100035 Dar es salaam	P.o Box 7206 Dar es salaam
Email	okodsumeya@gmail.com	musanyamsingwa@yahoo.com
Tel. No.	+255676678969	+255752245446

7.0 ENTIRETY

This agreement, including the schedule annexed thereto and any addendum supplemental to this agreement contain the entire Understanding between the parties with respect to the subject matter hereof and supersedes all prior agreement understandings, inducements or conditions, express or implied oral or written, the terms and conditions of this agreement shall prevail, unless otherwise mutually agreed in writing between the parties.



8.0 SEVERABILITY

If any provision of this agreement is held by a court or other competent authority to be unlawful, avoid or unenforceable, it shall be deemed to be severed from this Agreement and shall be of no force and effect and this agreement shall remain in full force and effect as if such provision had not originally been contained in this agreement. In the event of any such severance the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so severed.

9.0 MODIFICATION

No modification variation or amendment of this Agreement shall have any legal effect and force unless such modification, variation or amendment is in writing and executed by the parties.

DATED at DAR ES SALAAM this 22 / day of January 2022.

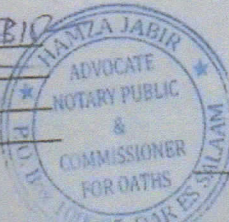
IN WITNESS WHEREOF, the parties have executed this agreement in the day and year as first above written:

SIGNED by SUMEYA IDRIES OSMAN
For & on behalf of TANCLOUD COMPANY LIMITED
This day of January 2022.

MANAGING DIRECTOR


BEFORE ME:

Name: HANZA JABIR
Signature: [Signature]
Date: 22/01/2022
Title: ADVOCATE



SIGNED by
For & on behalf of the Registered Trustees
of MUNADHAMAT AL DA'WA AL-ISLAMIA
this day of January 2022.

CHAIRMAN OF BOARD


Certified as True Copy of the Original
Hendrick Daniel Matiku
Advocate, Notary Public & Commissioner
for Oaths



Sign: [Signature]
Date: 13/03/2025

BEFORE ME:

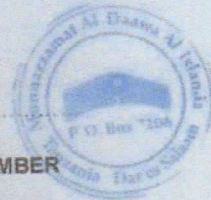
Name: HAMZA JABIR
Signature: [Signature]
Date: 32/01/2022
Title: ADVOCATE



SIGNED by

For & on behalf of the Registered Trustees
of **MUNADHAAMAT AL DA'WA AL-ISLAMIA**
this day of January 2022.

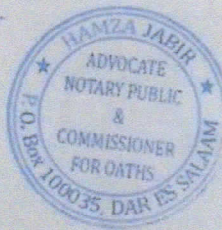
[Signature]



BOARD MEMBER

BEFORE ME:

Name: HAMZA JABIR
Signature: [Signature]
Date: 22/01/2022
Title: ADVOCATE




Certified as True Copy of the Original
Hendrick Daniel Matiku
Advocate, Notary Public & Commissioner
for Oaths
Sign: [Signature]
Date: 13/03/2025

[Signature]

[Signature]