

THE LAND ACT, R.E 2019

LEASE AGREEMENT

Dated this day of, 2026

BETWEEN

MAC GROUP LIMITED
P.O.BOX: 2552
DAR-ES-SALAAM, TANZANIA
TIN: 100-102-730
VRN: 10-000821-K

AND

LIFEDX AFRICA CO. LIMITED
PLOT NO. 67, BLOCK -D, MILLENIUM TOWERS,
OYSTERBAY, DAR ES SALAAM, TANZANIA
TIN:189-898-258

IN RESPECT OF
WAREHOUSE G.05 ON PLOT NO 48A
MIKOCHE NI LIGHT INDUSTRIAL AREA
OPP. TRA ADMINISTRATIVE COLLEGE
DAR ES SALAAM, TANZANIA

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This lease is made as of of, 2026

BETWEEN

LANDLORD:

MAC GROUP LIMITED, a private company incorporated with limited liability in the United Republic of Tanzania and having its registered office situated at Dar es Salaam for the purposes hereof of Post Office Box Number 2552, Dar es Salaam (here-in-after called "Landlord" which expression shall, where the context so requires, include the Landlord's successors in title and assigns); and

TENANT:

LIFEDX AFRICA CO. LIMITED, a private company incorporated with limited liability in the United Republic of Tanzania and having its registered office situated at Dar es Salaam for the purposes hereof of Post Office Box Number 34359, Dar es Salaam (here-in-after called the "Tenant" which expression shall, where the context so requires, include the Tenant's successors in title and assigns).

WHEREAS:

PROPERTY:

Landlord is the registered proprietor of all the buildings, improvements and erections (here-in-after called the "Building") erected on the land known as Plot No. 48A, Mikocheni Light Industrial Area, Dar es Salaam (hereinafter called the "Property").

LEASED PREMISES:

The Landlord is desirous of letting warehouse G05 , which encompasses an area of 1,056 square meters (here-in-after referred to as the "Leased Area" to the Tenant and the Tenant is desirous of leasing the Leased Area for the term, at the rent and upon the covenants, conditions and provisions herein set forth.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. TERM AND RENT

- i. The Lease term for the above premises is Five (5) Years starting from 16 February 2026 to 15 February 2031 (here-in-after referred to as the "Term") and subject to renewal on mutually agreed terms.
- ii. The Tenant shall pay the agreed monthly rent exclusive of VAT of **Tanzanian Shillings Fifteen Thousand Nine Hundred (TZS 15,900)** only per square meter.
- iii. The Lease Rent shall be payable **biannually in advance**, and each installment shall be paid **no later than fifteen (15) days prior to the commencement of the relevant rental period**.
- iv. The Rent shall be revised commencing on 16 February 2028. The first rent revision, effective 16 February 2028, shall be fixed at ten percent (10%). Thereafter, the Rent shall be revised annually for the remainder of the Lease Term, provided that each

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such annual revision shall not exceed a maximum increase of five percent (5%) per annum.

- v. Non-payment of advance rent on a timely basis, and where the rent is still in arrears after service and expiry of **fourteen (14)** days' notice of default will be treated as the will and desire of the Tenant to peacefully vacate the Leased Area.
- vi. The rent for the premises shall be deposited into the Landlord's Bank Account and the TENANT shall immediately after, submit the payment slip to the Landlord for his/her acknowledgement and record keeping.

Account Name: **MAC Group Limited**
Account Number: TZS **047 10300 4436**
Bank Name: **National Bank of Commerce**
Branch Name: **Sea Cliff Branch**
Swift Code: **NLCBTZTX**

- vii. The Tenant shall park a maximum number of **Four (4)** vehicles (excluding trucks and trailers with or without containers and the likes) inside the premises at any given time.
- viii. The Tenant shall remit 1% Stamp duty directly to the Tanzania Revenue Authority and provide copy of the payment evidence to the Landlord within one month of signing of the Lease Agreement.
- ix. The Tenant will withhold 10% of the rent as Withholding tax and pay it to the **Tanzania Revenue Authority** as per the Income Tax Act and its Regulations and issue the Landlord with the certificate of the same within **Seven (7)** working days of the deduction.
- x. That the TENANT shall pay the LANDLORD a security deposit of **Tanzanian Shillings Thirty Million (TZS 30,000,000) only**, which shall be held by the Landlord for the entire period of this lease Term or its extension thereto; and whereas if the Tenant returns the Property after the end of the Contract period in a manner which is satisfactory to the Landlord with acceptable normal wear and tear on the terms stipulated in this lease, the whole amount of the interest free security deposit shall be refunded to the Tenant without any conditions attached; and whereas if the cost of restoring the property in a condition stipulated in this lease is more than the security deposit made thereto, the Tenant shall refund the Landlord all the additional costs incurred.
- xi. The security deposit shall be refunded by the LANDLORD within fourteen (14) days upon handover of vacant possession of the Premises by the TENANT to the LANDLORD, provided that the TENANT has fully complied with all its obligations under

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this Lease and has returned the Premises in a condition satisfactory (fair wear and tear excepted) to the LANDLORD in accordance with the terms of this Lease

2. THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:

- i. To use the Leased Area for office, and/or industrial use only, in a peaceful manner and abiding to all the statutory applicable rules and regulations pertaining to country, local government or city council, or any other bodies/regulators like Tanzania Food and Drug Association, Tanzania Bureau of Standards or Local Municipal Council. Any violation of civil or criminal in nature arising out of the act of the Tenant shall be the sole responsibility and liability of the Tenant.
- ii. To indemnify and compensate the Landlord for any damages, losses or inconveniences or expenses that the Landlord suffers/suffered/ is occasioned as a result of the Tenant and/or their agents breaching any civil or criminal laws and occasioning damage to the leased area and/or the Landlord's reputation and /or good standing in the society and/or Landlord's business(es).
- iii. NOT to hold responsible the Landlord for any loss to either property or goods stored in the Tenant's Leased Area for any reason or cause like (but not limited to) fire, theft, earth quake, floods, structural damage &/or leakage & seepage or riots. Tenant to have their own insurance policy taken at their cost to cover such risks.
- iv. To keep the Leased Area areas clean and in a tenantable condition.
- v. To take good care of the premises and surroundings, comply with all laws, and government regulations applicable to the Leased Premises.
- vi. Without the **prior written consent** of the Landlord, the Tenant shall not assign or sublet or part with the possession of the Leased Area or any part thereof and it is expressly agreed and declared by and between the parties hereto that upon any breach by the Tenant of this covenant and agreement it shall be lawful for the Landlord to re-enter upon the Leased Area and it is hereby further expressly agreed and declared by and between the parties hereto that the Landlord shall be entitled to withhold its consent absolutely to any such lease assignment or sub-letting.
- vii. Not to make any alterations or additions whatsoever to the Leased Area or any part thereof without **prior written consent** from the Landlord.
- viii. To permit the Landlord or its agent or agents at any time during the **Three (3) months** immediately preceding the termination of the term of the Lease to enter upon the Leased Area and to affix and retain without interference upon any part of the Leased Area a notice for re-letting the same and to permit all persons authorized by the Landlord or its agents to view the Leased Area at reasonable hours in the daytime without interruption.
- ix. The Tenant shall not keep, bring onto, or permit to be kept on the Premises or any part thereof including but not limited to any goods, materials, substances, or equipment that

may cause or become a nuisance, annoyance, hazard, or that may cause damage, fire, or explosion.

Notwithstanding the above where such hazardous goods are necessary for the Tenant's daily operations, the Tenant shall ensure that such items are stored, handled, and disposed of in compliance with all applicable safety and legal requirements, including OSHA, GCLA, applicable Fire Safety Regulations, and all relevant insurance and regulatory standards. This shall not absolve the Tenant of any and all responsibility or liability for the storage, safekeeping, or disposing or condition of the goods.

If any loss, damage, injury, or incident occurs due to the act, omission, negligence, or breach of this clause by the Tenant (or any person(s) acting under the Tenant's control and/or instruction), the Tenant shall be fully liable and shall pay full compensation for all resulting loss and/or damage suffered by the Landlord and/or any of the Landlord's other Tenant(s), the cost of repair, restoration, replacement, and any other related expenses.

- x. The Tenant shall make arrangements for water, power, garbage clearance, security to guard Tenant's property and goods of their business operations solely at Tenant's cost.
- xi. Tenant will buy LUKU units for their own power consumption.

3. THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:

- i. That the Tenant paying the Rent herein reserved and observing and performing the covenants on the part of the Tenant herein contained shall and may subject to the provisions of this Lease peaceably and quietly hold and enjoy the Leased Area for the Term hereby granted without any interruption by the Landlord or any person lawfully claiming under or in trust of/for the Landlord.
- ii. The Tenant shall have the right to utilize and bring into the compound at least two containerized trailers for offloading, time and again without any disturbance or objection from neither the Landlord nor other Tenants solely for such time as such offloading may reasonably take. Such entry, presence and use of such containerized trailers shall not in any way disturb or inconvenience the Landlord and/or other Tenants.
- iii. Landlord services include providing of common security, power only in the common area and general cleanliness and upkeep of common area.
- iv. The Landlord undertakes and confirms that she is the legal owner of the Leased Area. The Landlord further indemnifies the Tenant against any other person/entity claiming ownership/ user right over the Leased Area by way of a lease or outright ownership and promises the Tenant quiet and peaceful enjoyment over the said Leased Area.

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4. PROVIDED ALWAYS AND IT IS HEREBY AGREED by the LANDLORD and TENANT as follows:

- i. The Landlord has the right to occupy the Leased Premises if the rent is still not paid after service and expiry of Fourteen (14) days notice of default from the Landlord.
- ii. Any notice under this Lease shall be in written and sufficiently served; either by delivering it to either party personally or by post or email whichever is quicker and more reasonable between the following contact persons:

Landlord	Tenant
Mac Group Limited	LIFEDX AFRICA CO. LIMITED
P.O. Box 2552	P.O. Box 34359
Dar Es Salaam	Dar Es Salaam
Tel: 022 260 0000	Tel : +255 655 966 666
Email: commerical@mactz.co.tz	Email: anton.Kazmin@lifedx.africa

- iii. Notwithstanding the fixed term, termination by the LANDLORD for reasons not attributable to the TENANT is subject to 6 months' prior written notice and strictly subject to compensation for tenant-installed fixtures, fit-outs, and/or infrastructure in accordance with Clause 6 (Compensation for Tenant Fit-Outs upon Landlord-Initiated Early Termination).
- iv. Notwithstanding the fixed term, where termination is initiated by the TENANT and/or as a result of any breach, default, act, or omission of the TENANT, the LANDLORD's rights to recover:
 1. Balance Term Rent capped at maximum of 6 Months,
 2. arrears of rent,
 3. costs of restoration, and
 4. Any costs, losses, or damages claimed by the Landlord must be strictly documented and evidencedshall be cumulative and in addition to any other rights or remedies available at law or under this Lease.
- v. Should any dispute or difference arise between the parties in connection with the lease agreement, then the parties acting in good faith will use their efforts to amicably settle the dispute or difference that has arose. Failure of which, any dispute arising out of this contract shall be referred to a court of competent jurisdiction in Tanzania.
- vi. The Landlord and the Tenant agree that this agreement shall be exclusively governed by and construed in accordance with the laws of Tanzania.

- vii. This agreement made up of **Nine (9)** (including the cover page) pages constitutes the entire agreement between the parties and supersedes all prior agreements; oral or written, concerning the subject matter hereof. This agreement may be amended only in writing duly signed by the parties hereto.

5. FORCE MAJEURE

- i. Neither Parties shall be liable for failure to perform, any or all of the provisions set out in this Agreement if the performance has been delayed, hindered or prevented by any reason outside the control of the defaulter even though the responsible party exercised due diligence.
- ii. When such failure or delay of the Agreement is caused by Force Majeure: such as, Acts of God, strikes, fire, floods, wars (whether declared / undeclared), riots, destruction of the materials, delays of carriers due to break down or adverse weather, perils of embargoes, accidents, restrictions imposed on by any Governmental authority (including allocations, requisitions, quotas and price controls).
Provided that force majeure will not include things such as changes in economic circumstances of either party nor changes in market conditions that affect the business of either party and being subjected to any civil or criminal legal proceedings.

6. Compensation for Tenant Fit-Outs upon Landlord-Initiated Early Termination

- i. It is agreed in principle that, where early termination of this Lease is initiated by the LANDLORD for reasons not attributable to any breach, default, act, or omission of the TENANT, the LANDLORD shall pay compensation to the TENANT in respect of the unamortized value of any tenant-installed fixtures, fit-outs, and/or infrastructure, subject always to the provisions of this Clause.
- ii. For transparency and verification purposes, any claim for compensation (where applicable) shall be supported by documentary evidence to be provided by the TENANT, including: (i) tax invoices for locally purchased items; (ii) import documentation for any imported goods; and (iii) a detailed breakdown of the investment value together with the applicable depreciation and amortization schedule.
- iii. For the avoidance of doubt, where early termination arises as a result of the TENANT's breach, default, act, omission, or any violation of the terms of this Lease, the LANDLORD shall have no obligation to pay any compensation whatsoever in respect of the tenant-installed fixtures, fit-outs, and/or infrastructure.

7. Compensation to Landlord upon Tenant-Initiated Early Termination

- i. It is agreed in principle that, where early termination of this Lease is initiated by the TENANT for reasons not attributable to any breach, default, act, or omission of the LANDLORD, the TENANT shall remain liable to pay to the LANDLORD the Lease Rent

for the unexpired portion of the Term ("Balance Term Rent capped at maximum of 6 Months"), subject always to the provisions of this Clause.


- ii. For the avoidance of doubt, the Balance Term Rent shall be calculated based on the Lease Rent payable under this Lease for the remainder of the Term as at the effective date of early termination, without prejudice to the LANDLORD's right to recover any other amounts due and payable under this Lease up to such date.
- iii. The parties expressly agree and acknowledge that the Balance Term Rent constitutes liquidated damages and represents a genuine pre-estimate of the loss likely to be suffered by the LANDLORD as a result of Tenant-initiated early termination, and that such Balance Term Rent is agreed to be reasonable and is not a penalty
- iv. The TENANT's obligation to pay the Balance Term Rent shall survive the early termination of this Lease and shall become immediately due and payable upon such termination, unless otherwise expressly agreed in writing by the LANDLORD.
- v. For further avoidance of doubt, where early termination arises as a result of any breach, default, act, or omission of the TENANT, the LANDLORD's rights under this Clause shall be in addition to, and not in substitution for, any other rights or remedies available to the LANDLORD under this Lease or at law.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year and in the manner hereinafter appearing by their respective officers thereunto duly authorized.


**SIGNED, SEALED and DELIVERED by the LANDLORD,
MAC GROUP LIMITED:**

This day of, 2026

Signature: 
Name: Mohamedbakir Abdulkarim
Designation: Director
Company: MAC Group Limited
Postal Address: P O Box 2552, Dar-Es-Salaam, Tanzania

Before Me:

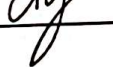
This day of, 2026

Signature: 
Name: Salma Mommi Jarufu
Designation: Company Secretary
Company: MAC Group Limited
Postal Address: P O Box 65424, Dar-Es-Salaam, Tanzania



**SIGNED, SEALED and DELIVERED by the TENANT,
LIFEDX AFRICA CO. LIMITED**


This 22 day of January, 2026

Signature: 
Name: _____
Designation: _____
Company: LIFEDX AFRICA CO. LIMITED
Postal Address: P.O. Box 34359 , Dar es Salaam, Tanzania



SIGNED by the Witness:

This 22nd day of January, 2026

Signature: 
Name: PELAZIA NYAMANDA
Designation: ADVOCATE
Company: _____
Postal Address: P.O.Box, Dar es Salaam, Tanzania



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