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LEGAL OPINION ON THE AGREEMENT

Having carefully reviewed the agreement, I provide the following legal observations and recommendations:

1. Article 1(b): Payment Terms

I note that Article 1(b) provides that the Advertiser shall pay compound interest at a rate of 2% in the event of delayed payment. I advise that, instead, payments should be structured on a post-payment basis prior to the delivery of services. Consequently, I recommend that Article 1(b) be deleted.

2. Clause VII(a): Dispute Resolution

The clause provides that any dispute arising out of the agreement shall be referred directly to arbitration. I recommend that the clause be amended to provide for amicable settlement through negotiations and consultations in the first instance. In the event that such efforts fail, either party may then refer the dispute to arbitration upon giving notice to the other party.

3. Clause VII(d): Governing Law

The clause stipulates that the governing law shall be that of the United Kingdom. It is my considered opinion that the applicable law should be determined by mutual agreement of the parties during the implementation of the agreement. Furthermore, I advise that where the agreement is implemented in Tanzania, Tanzanian law should apply, and where implemented in the United Kingdom, the applicable UK law should govern.

4. Clause VII(b): Appointment of Arbitrators

The agreement provides for the appointment of a sole arbitrator by the Court of Arbitration. For purposes of fairness and impartiality, I recommend that the tribunal consist of three arbitrators, with each party appointing one arbitrator, and the two appointed arbitrators selecting the third.

5. Clause VIII(c): Termination by the Company

Article VIII(c)(2) provides for termination of the agreement under circumstances that may include changes in management. I recommend

deletion of this provision, as TISEZA is a government entity and changes in management should not affect the validity or continuity of the agreement.

6. Further, while the agreement provides for circumstances under which the Company may terminate the agreement, there is no corresponding provision outlining the Advertiser's right to terminate. I therefore recommend the inclusion of a new clause, Article VIII(d), to address this gap.

7. Proposed Clause VIII(d): Termination by the Advertiser

The Advertiser shall have the right to terminate this Agreement upon written notice to the Company under the following circumstances:

- i. Where the Company materially breaches any of its obligations under this Agreement and fails to remedy such breach within a reasonable period after receiving written notice from the Advertiser;
- ii. Where the Company fails to deliver the agreed services in accordance with the terms and conditions of this Agreement;
- iii. Where the continuation of the Agreement becomes unlawful or impracticable due to changes in applicable laws or regulations;
- iv. Where there is any act, omission, or circumstance attributable to the Company that substantially frustrates the purpose of this Agreement.

I humbly submit for your consideration

A handwritten signature in black ink, appearing to read 'Mvano', with a horizontal line extending to the right.

Mariam S. Mvano

PRINCIPAL LEGAL OFFICER

24.04.2026