MEMORANDUM OF UNDERSTANDING

BETWEEN

STRAIGHT TRAINING CENTER

(hereinafter referred to as "**STC**")

AND

DEIN STERN FÜR AFRIKA E.V.

(hereinafter referred to as "**dSfA**")

CONCERNING

THE CONSTRUCTION OF THE BUILDING

(hereinafter referred to as "**The Building**")

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The five Appendixes, which are an integral part of this Memorandum of Understanding, have been prepended for enhanced readability.

APPENDIX 1 STRAIGHT TRAINING CENTER DOCUMENTS

Certificate of Incorporation at BPRA

This is a certified copy of the incorporation of Straight Training Center at BPRA.



The Revolutionary Government of Zanzibar

Certificate of Registration

Business Entities Registration Act No. 12 of 2012

Registration Number: Z0000172761

The Registrar of Sole-proprietorships and Partnerships hereby certify that

Straight Training Center

is on 7th day of November 2022 registered pursuant to and accordance with provisions of Business Entities Registration Act No. 12 of 2012 and that entity is a sole-proprietorship

Last date of change: 14/11/2022

ORIGINAL STAMPED

With Shs.....

Compared

Having Compared this copy with the Original, I Certify that it is a true copy

.....

Registrar of Firms

REGISTRAR OF FIRMS ZANZIBAR

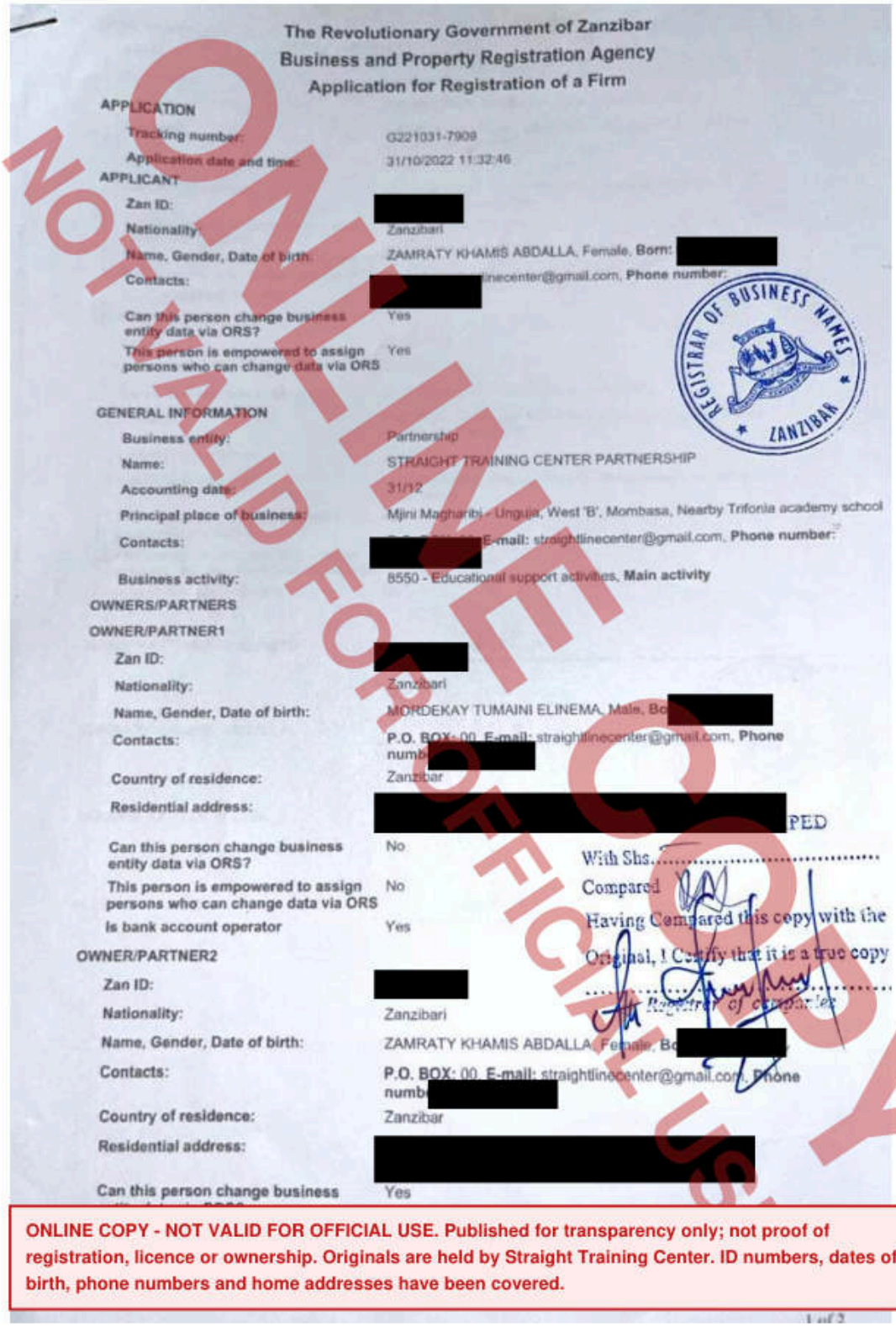
Assistant Registrar of Firms

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Certified Copy of Consolidated Form at BPRA

This document shows that Moderkay Elinema Tumaini is indeed the owner of Straight Training Center and authorized to sign this MoU as well as in charge of the bank account.



The Revolutionary Government of Zanzibar
Business and Property Registration Agency
Application for Registration of a Firm

APPLICATION
Tracking number: G221031-7909
Application date and time: 31/10/2022 11:32:46

APPLICANT
Zan ID: [redacted]
Nationality: Zanzibari
Name, Gender, Date of birth: ZAMRATY KHAMIS ABDALLA, Female, Born: [redacted]
Contacts: [redacted]inecenter@gmail.com, Phone number: [redacted]
Can this person change business entity data via ORS? Yes
This person is empowered to assign persons who can change data via ORS: Yes

REGISTRAR OF BUSINESS NAMES ZANZIBAR

GENERAL INFORMATION
Business entity: Partnership
Name: STRAIGHT TRAINING CENTER PARTNERSHIP
Accounting date: 31/12
Principal place of business: Mjini Magharibi - Unguja, West 'B', Mombasa, Nearby Trifonia academy school
Contacts: [redacted] E-mail: straightlinecenter@gmail.com, Phone number: [redacted]
Business activity: 8550 - Educational support activities, Main activity

OWNERS/PARTNERS
OWNER/PARTNER1
Zan ID: [redacted]
Nationality: Zanzibari
Name, Gender, Date of birth: MORDEKAY TUMAINI ELINEMA, Male, Bo[redacted]
Contacts: P.O. BOX: 00, E-mail: straightlinecenter@gmail.com, Phone numb[redacted]
Country of residence: Zanzibar
Residential address: [redacted]PED
Can this person change business entity data via ORS? No
This person is empowered to assign persons who can change data via ORS: No
Is bank account operator: Yes

With Shs.....
Compared
Having Compared this copy with the Original, I Certify that it is a true copy
.....
Registrar of companies

OWNER/PARTNER2
Zan ID: [redacted]
Nationality: Zanzibari
Name, Gender, Date of birth: ZAMRATY KHAMIS ABDALLA, Female, Bo[redacted]
Contacts: P.O. BOX: 00, E-mail: straightlinecenter@gmail.com, Phone numb[redacted]
Country of residence: Zanzibar
Residential address: [redacted]
Can this person change business Yes

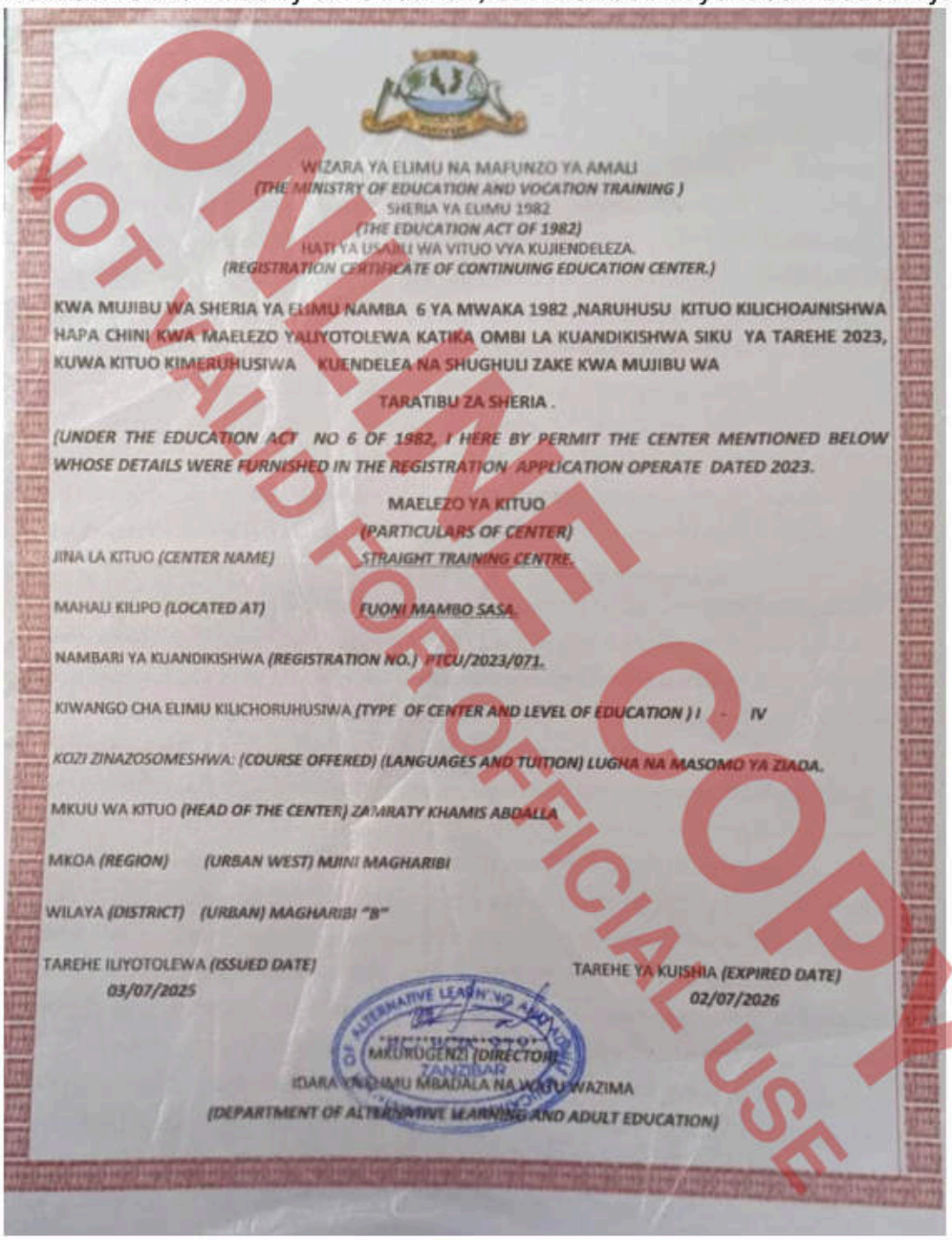
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Business License of Straight Training Center

This document shows that Straight Training Center is allowed to offer educational support activities under the Ministry of Education Zanzibar in compliance with local laws.

Note: upon signature of this agreement, the Business License below is already expired. Straight Training Center has already paid for the new Business License via Control Number to the Ministry of Education, but it is has not yet been issued by the ministry.



WIZARA YA ELIMU NA MAFUNZO YA AMALI
(THE MINISTRY OF EDUCATION AND VOCATION TRAINING)
SHERIA YA ELIMU 1982
(THE EDUCATION ACT OF 1982)
HATI YA USAJILI WA VITUO VYA KUJIENDELEZA.
(REGISTRATION CERTIFICATE OF CONTINUING EDUCATION CENTER.)

KWA MUJIBU WA SHERIA YA ELIMU NAMBA 6 YA MWAKA 1982 ,NARUHUSU KITUO KILICHOAINISHWA HAPA CHINI KWA MAELEZO YALIYOTOLEWA KATIKA OMBI LA KUANDIKISHWA SIKU YA TAREHE 2023, KUWA KITUO KIMERUHUSIWA KUENDELEA NA SHUGHULI ZAKE KWA MUJIBU WA

TARATIBU ZA SHERIA .

(UNDER THE EDUCATION ACT NO 6 OF 1982, I HERE BY PERMIT THE CENTER MENTIONED BELOW WHOSE DETAILS WERE FURNISHED IN THE REGISTRATION APPLICATION OPERATE DATED 2023.

MAELEZO YA KITUO
(PARTICULARS OF CENTER)

JINA LA KITUO *(CENTER NAME)* STRAIGHT TRAINING CENTRE.

MAHALI KILIPO *(LOCATED AT)* FUONI MAMBO SASA.

NAMBARI YA KUANDIKISHWA *(REGISTRATION NO.)* PTCU/2023/071.

KIWANGO CHA ELIMU KILICHORUHUSIWA *(TYPE OF CENTER AND LEVEL OF EDUCATION)* I - IV

KOZI ZINAZOSOMESHWA: (COURSE OFFERED) (LANGUAGES AND TUITION) LUGHA NA MASOMO YA ZIADA.

MKUU WA KITUO *(HEAD OF THE CENTER)* ZAMRATY KHAMIS ABDALLA

MKOA *(REGION)* (URBAN WEST) MJINI MAGHARIBI

WILAYA *(DISTRICT)* (URBAN) MAGHARIBI "B"

TAREHE ILIYOTOLEWA *(ISSUED DATE)* 03/07/2025

TAREHE YA KUISHIA *(EXPIRED DATE)* 02/07/2026

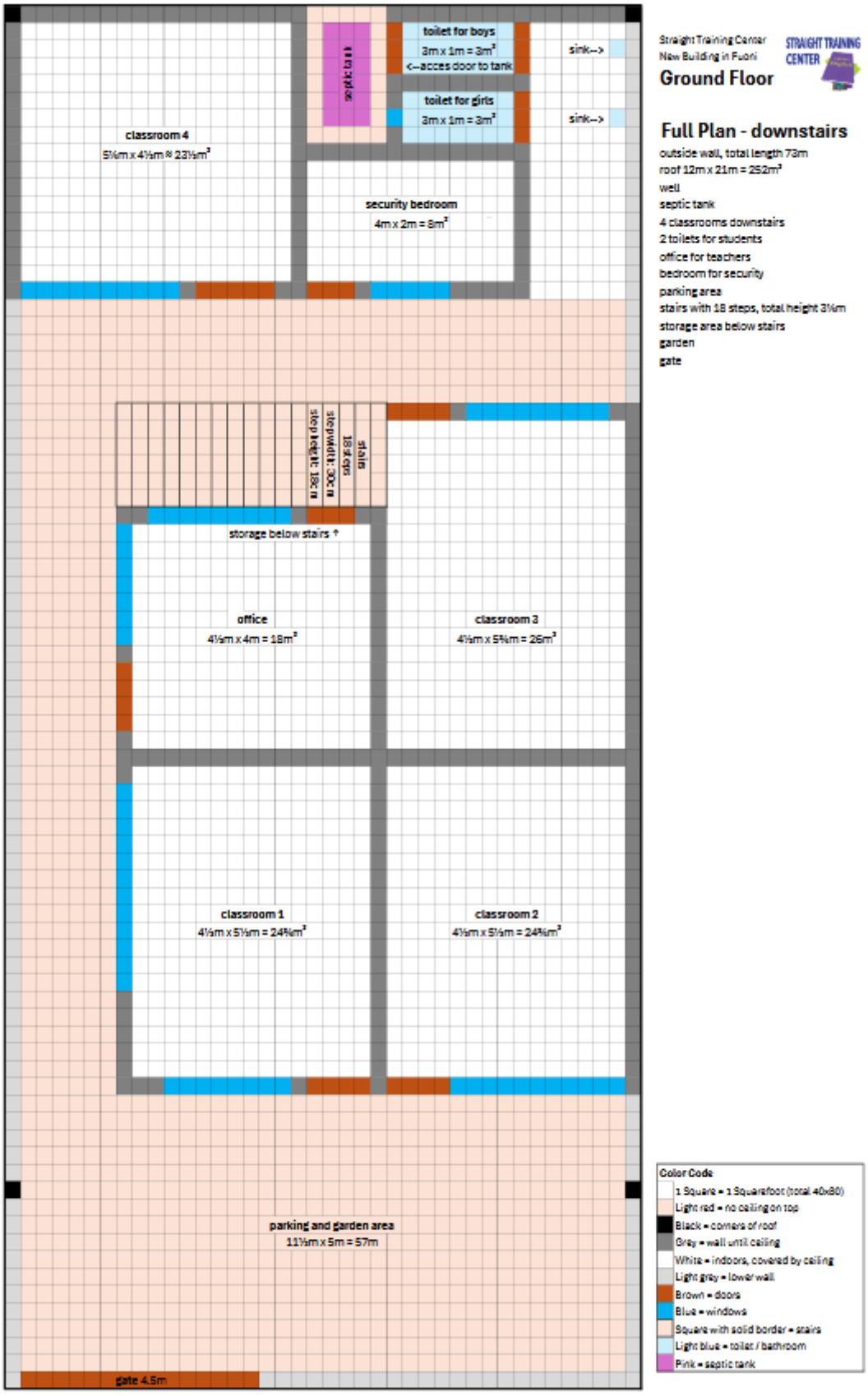
MKURUGENZI *(DIRECTOR)*
IDARA YA ELIMU MBADALA NA WATU WAZIMA
(DEPARTMENT OF ALTERNATIVE LEARNING AND ADULT EDUCATION)

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APPENDIX 2 2D FLOOR PLANS

GROUND FLOOR



Straight Training Center
New Building in Fuoni
Ground Floor

STRAIGHT TRAINING CENTER

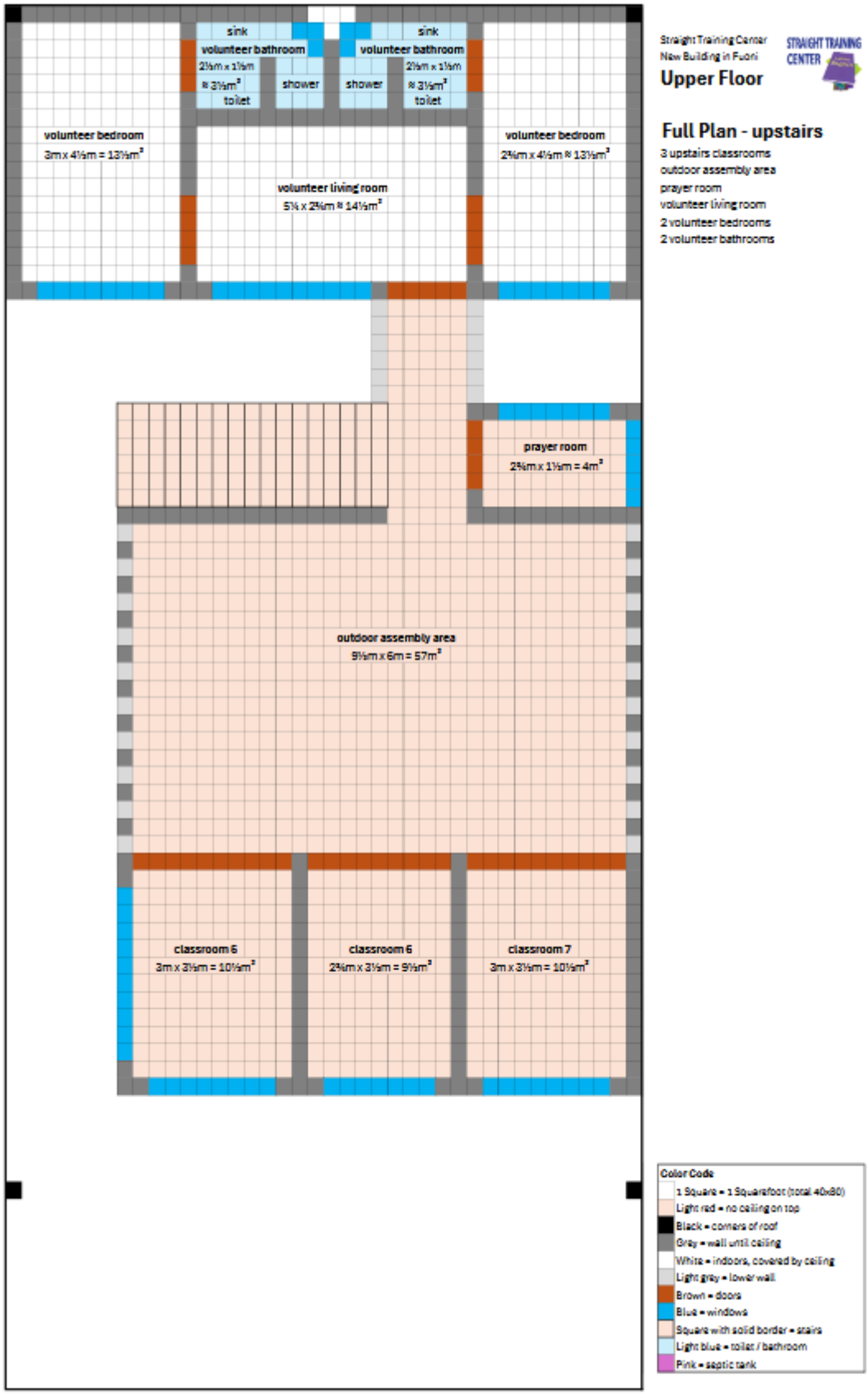
Full Plan - downstairs

outside wall, total length 73m
roof 12m x 21m = 252m²
well
septic tank
4 classrooms downstairs
2 toilets for students
office for teachers
bedroom for security
parking area
stairs with 18 steps, total height 3¼m
storage area below stairs
garden
gate

Color Code

- 1 Square = 1 Squarefoot (total 40x80)
- Light red = no ceiling on top
- Black = corners of roof
- Gray = wall until ceiling
- White = indoors, covered by ceiling
- Light gray = lower wall
- Brown = doors
- Blue = windows
- Square with solid border = stairs
- Light blue = toilet / bathroom
- Pink = septic tank

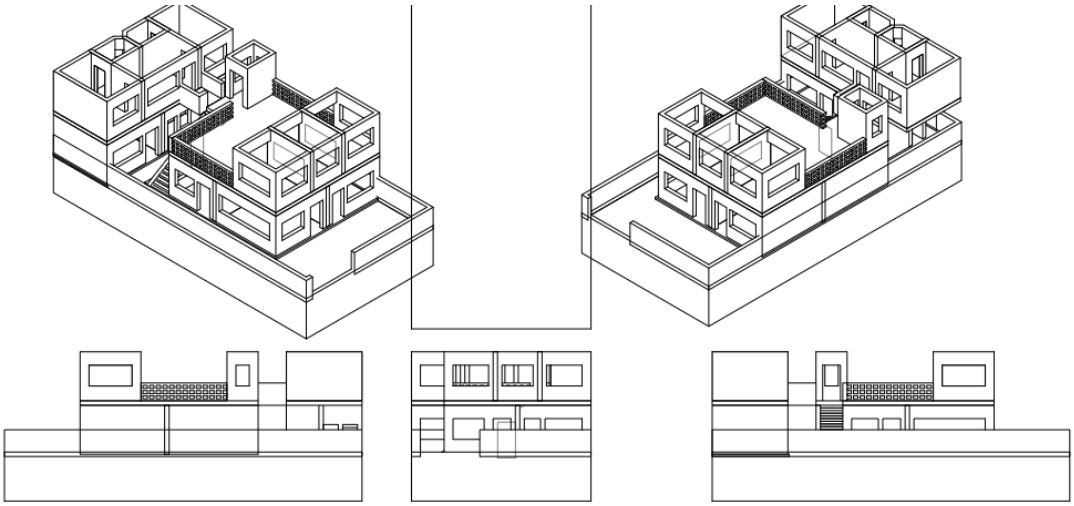
UPPER FLOOR

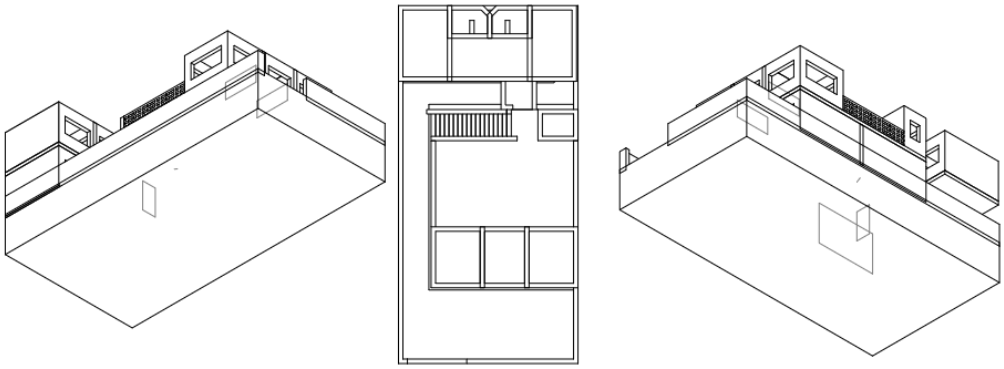

sink
volunteer bathroom
2½m x 1½m
≈ 3½m²
toilet
shower
sink
volunteer bathroom
2½m x 1½m
≈ 3½m²
toilet
shower
volunteer bedroom
3m x 4½m = 13½m²
volunteer living room
5¼ x 2¾m ≈ 14½m²
volunteer bedroom
2¾m x 4½m ≈ 13½m²
prayer room
2¾m x 1½m = 4m²
outdoor assembly area
9½m x 6m = 57m²
classroom 6
3m x 3½m = 10½m²
classroom 6
2¾m x 3½m = 9½m²
classroom 7
3m x 3½m = 10½m²
Straight Training Center
New Building in Fuoni
Upper Floor
STRAIGHT TRAINING CENTER
Full Plan - upstairs
3 upstairs classrooms
outdoor assembly area
prayer room
volunteer living room
2 volunteer bedrooms
2 volunteer bathrooms
Color Code
1 Square = 1 Squarefoot (total 40x80)
Light red = no ceiling on top
Black = corners of roof
Gray = wall until ceiling
White = indoors, covered by ceiling
Light gray = lower wall
Brown = doors
Blue = windows
Square with solid border = stairs
Light blue = toilet / bathroom
Pink = septic tank

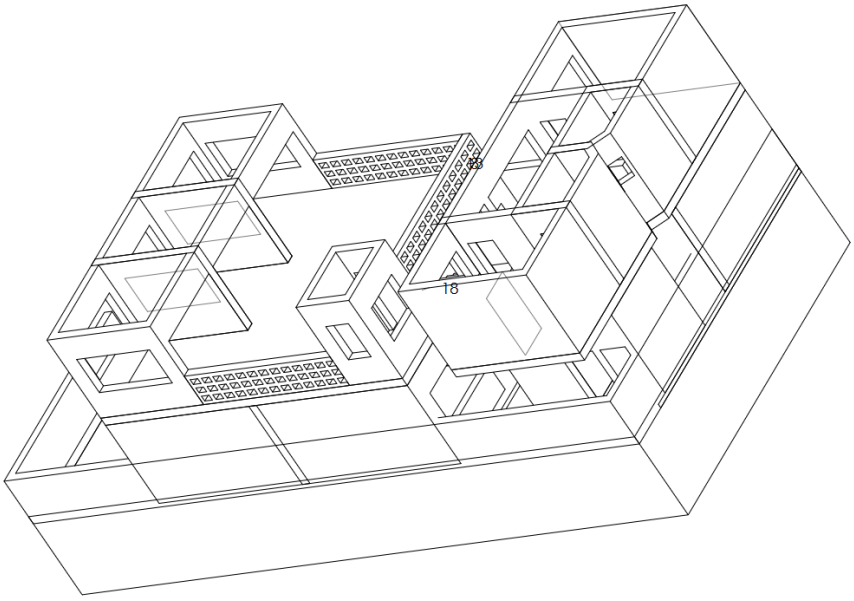
APPENDIX 3 3D PLANS

These are the 3D plans which we drew ourselves.

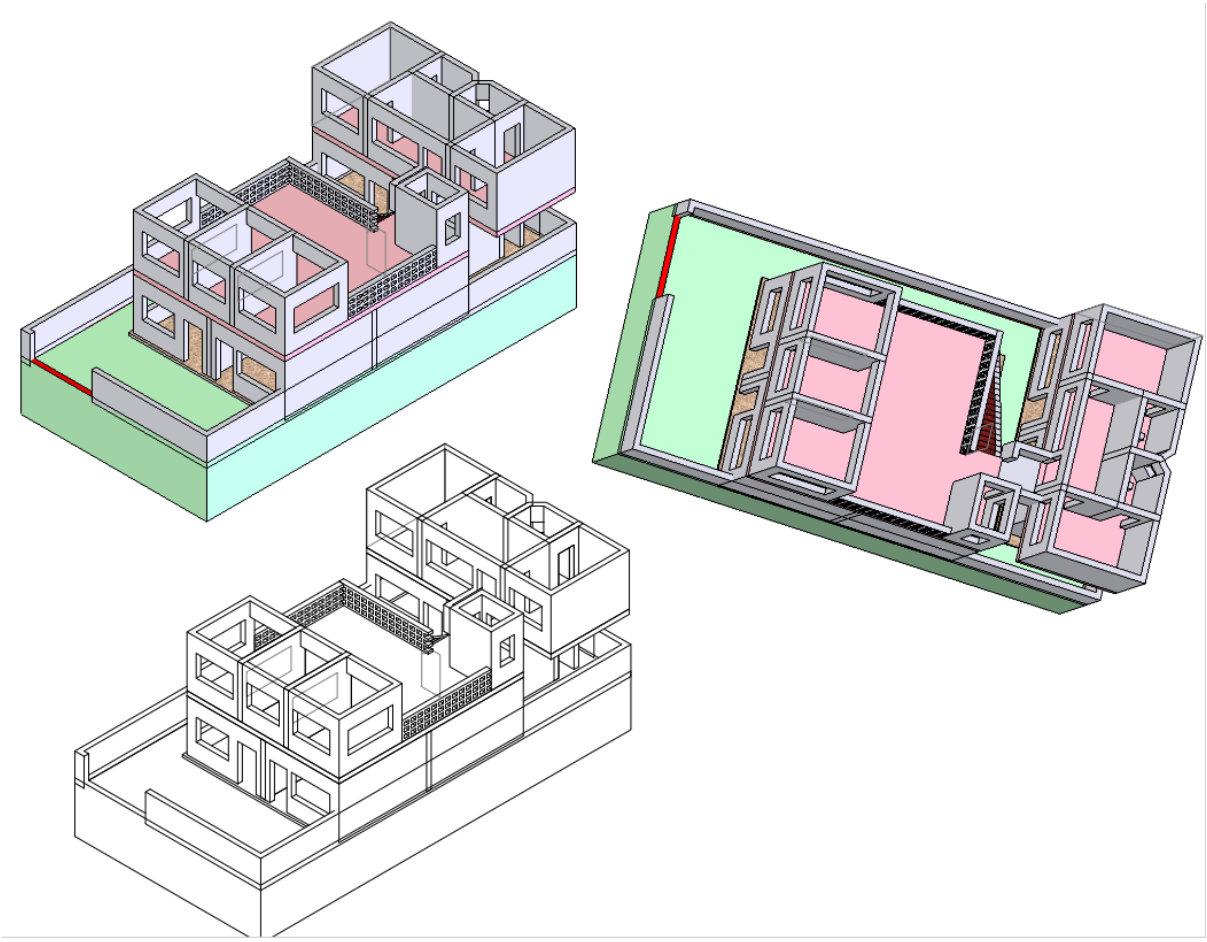
ALL SIDES WITHOUT ROOF

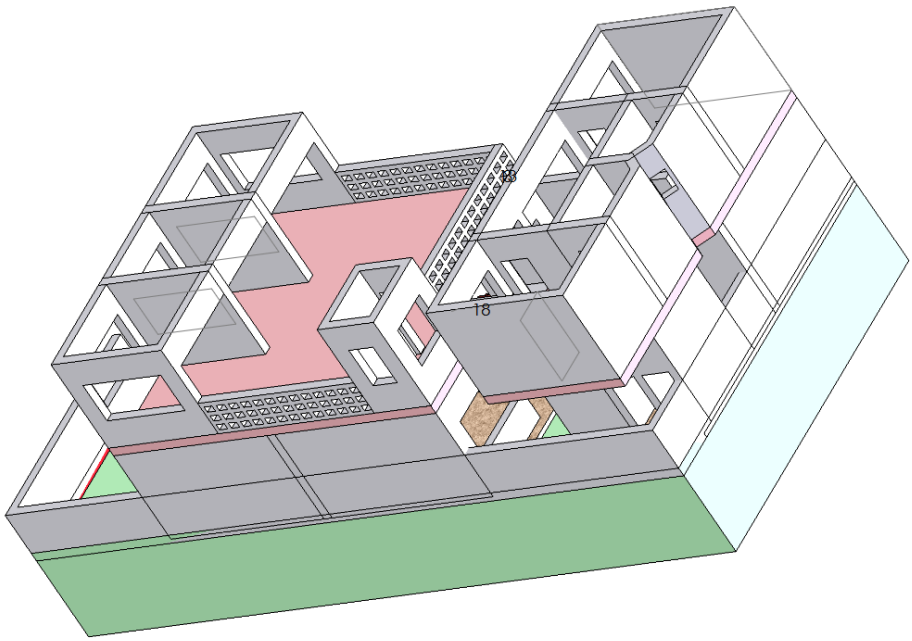




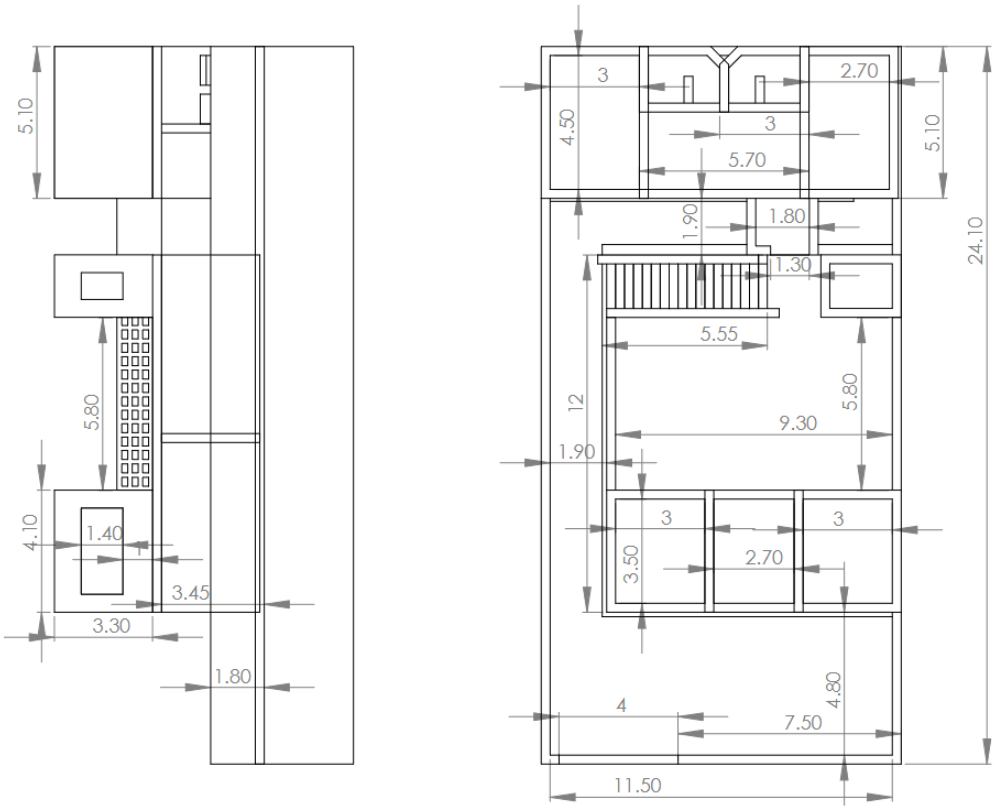


COLORIZED FROM SIDES

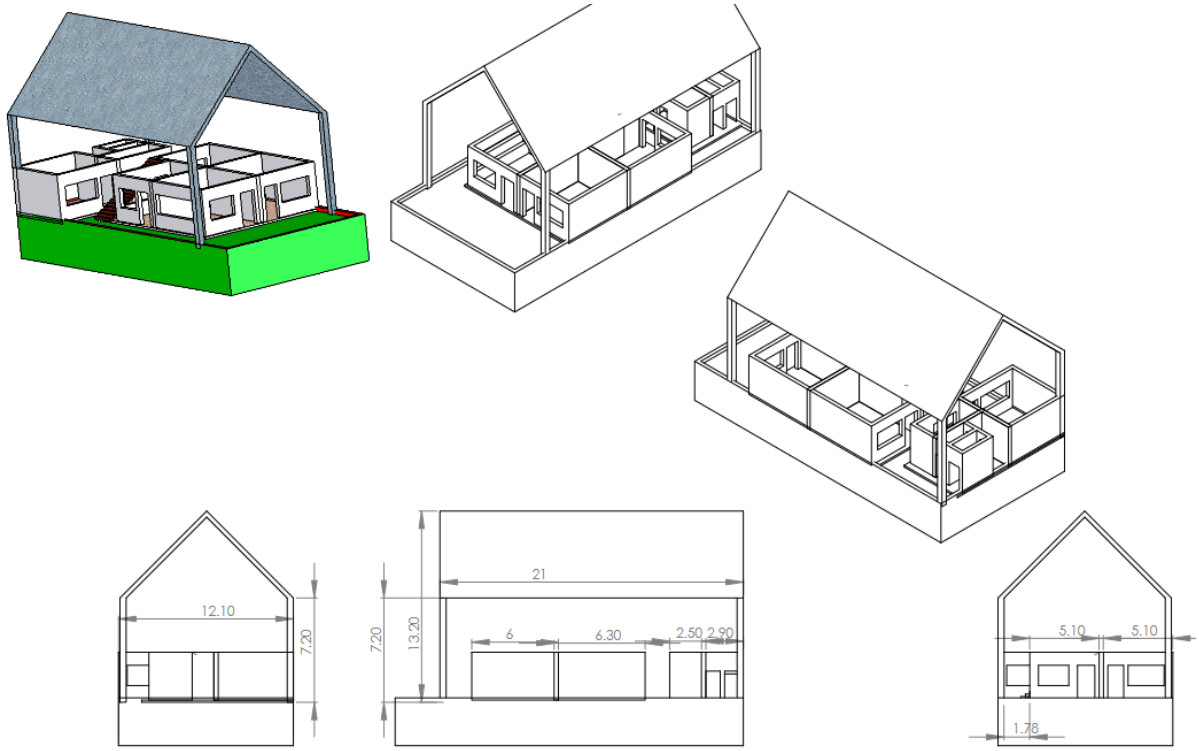




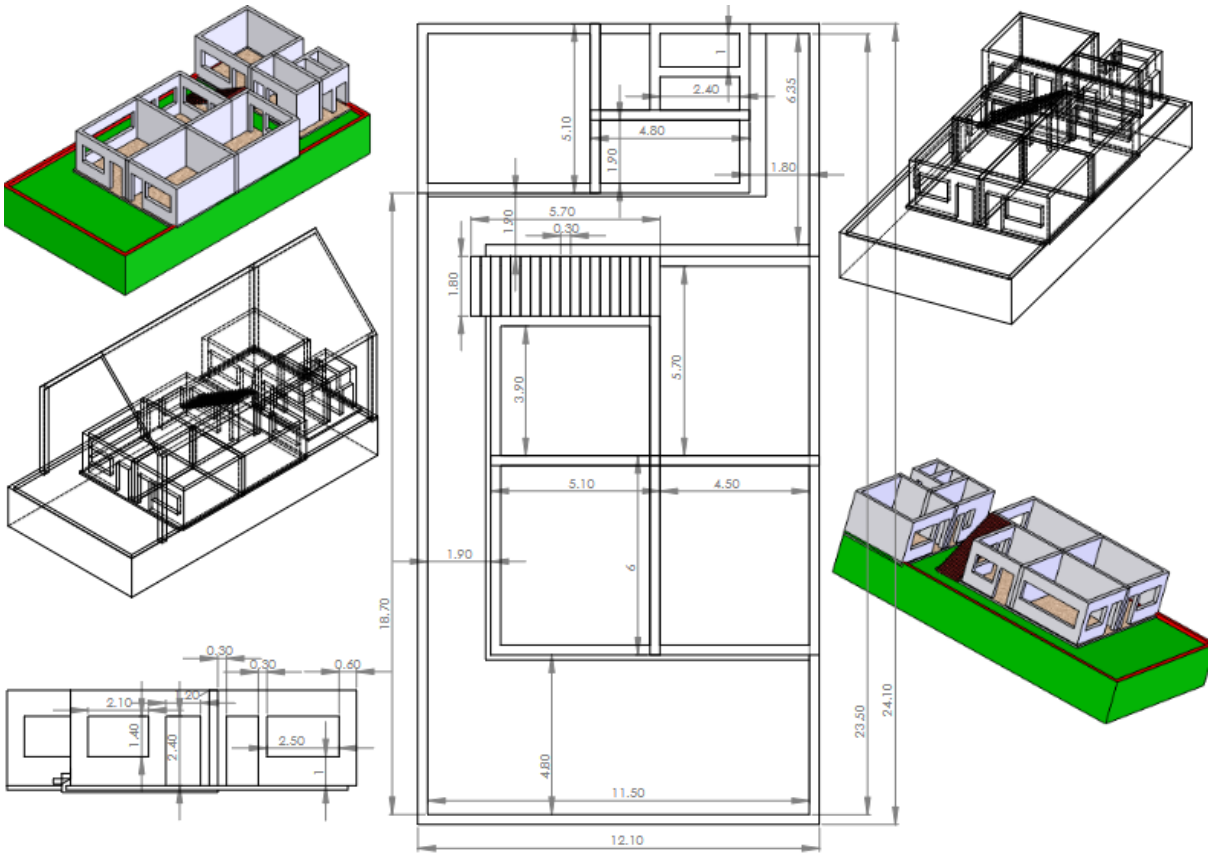
MEASUREMENTS UPPER FLOOR



WITH ROOF AND ONLY GROUND FLOOR (SHOWS ROOF IS PART OF PHASE 1)



MEASUREMENTS GROUND FLOOR



APPENDIX 4 QUOATATION SUMMARY

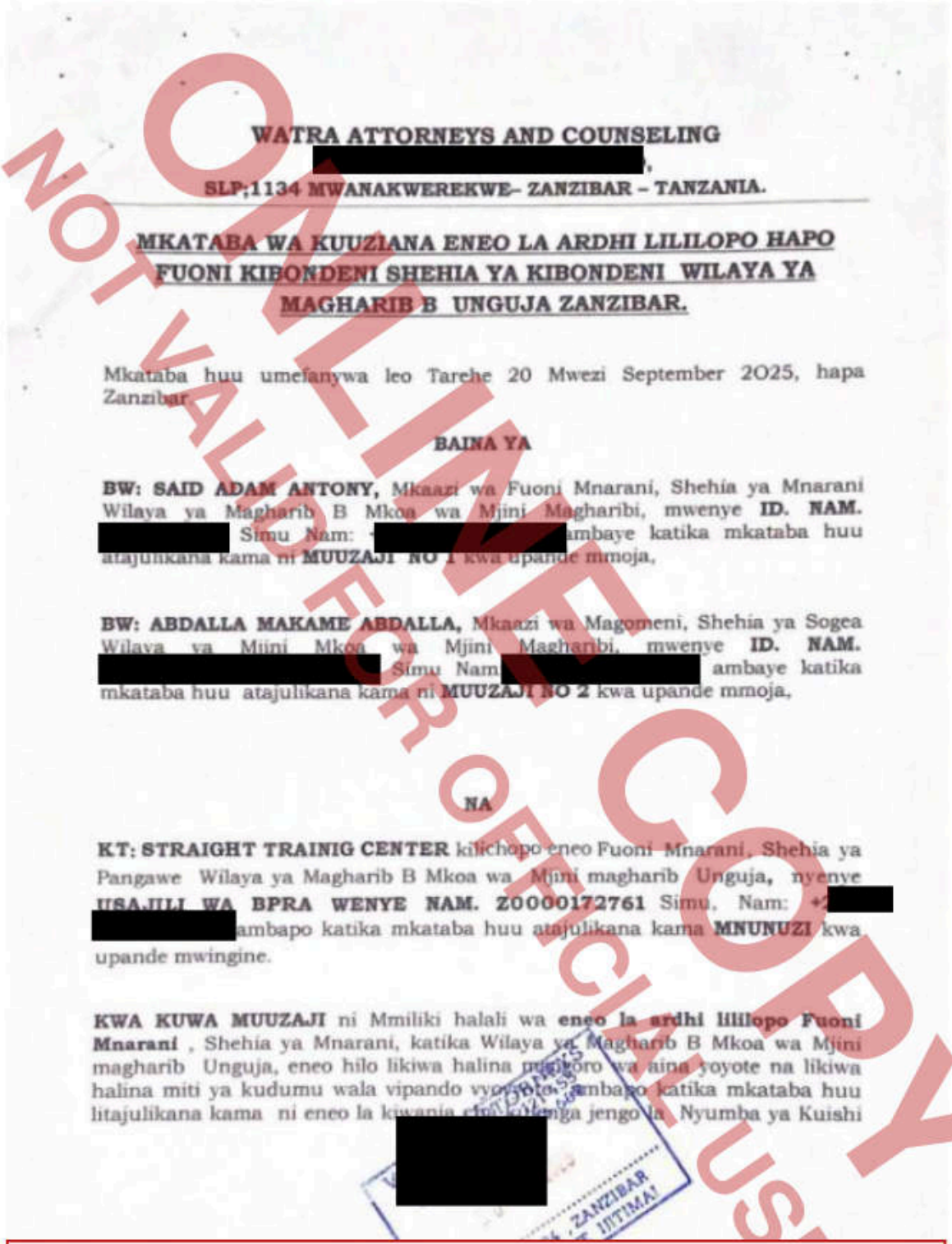
Step	duration	Description	Sum rounded to 1m	Incl 20% buffer
0	1 month	Land Transfer, Gov Building Plans, Building Permit, Gov Engineer, Quotations	TZS 10'000'000	TZS 12'000'000
1	2-3 months	Well, roof, outside wall, gate, foundation, classrooms 1-3, office, toilets, sewage tank	TZS 58'000'000	TZS 70'000'000
2	1 month	Classroom 4, security bedroom, stairs	TZS 24'000'000	TZS 29'000'000
3	1-2 months	Classrooms 5-7, open assembly area upstairs	TZS 16'000'000	TZS 19'000'000
4	2 months	Volunteer kitchen, volunteer bedrooms and bathrooms	TZS 25'000'000	TZS 30'000'000
5		garden	TZS 2'000'000	TZS 2'000'000
SUM			TZS 135'000'000	TZS 162'000'000

A 10% buffer (mistake factor) is common in construction. We assumed 20% because currently our calculation is based on petrol prices of TZS 2'900 per liter but petrol recently went up to TZS 3'820 in Zanzibar, and on the mainland even to TZS 4'700, so it might even increase more in the future in Zanzibar. Petrol prices affect the prices of all construction materials, though usually with a little backlag. Especially imported materials like cement and iron are heavily dependent on global supply chains, and might rise sharply in price. Therefore, the 20% buffer might even turn out to be too low, but we don't hope so.
Assuming an exchange rate of 1 EUR = 3'000 TZS and 1 USD = 2'600 TZS, here the totals in EUR and USD, rounded to 100.

Step	Sum in EUR	Incl 20% buffer	Sum in USD	Incl 20% buffer
0	EUR 3'300	EUR 4'000	USD 3'800	USD 4'600
1	EUR 19'300	EUR 23'300	USD 22'300	USD 26'900
2	EUR 8'000	EUR 9'700	USD 9'200	USD 11'200
3	EUR 5'300	EUR 6'300	USD 6'200	USD 7'300
4	EUR 8'300	EUR 10'000	UDS 9'600	USD 11'500
5	EUR 700	EUR 700	USD 800	USD 800
SUM	EUR 45'000	EUR 54'000	USD 51'900	USD 62'300

APPENDIX 5 PLOT PURCHASE CONTRACT

COPY OF PAGE 1 OF 5 OF PURCHASE CONTRACT



WATRA ATTORNEYS AND COUNSELING
[redacted],
SLP;1134 MWANAKWEREKWE- ZANZIBAR – TANZANIA.

MKATABA WA KUUZIANA ENEO LA ARDHI LILILOPO HAPO FUONI KIBONDENI SHEHIA YA KIBONDENI WILAYA YA MAGHARIB B UNGUJA ZANZIBAR.

Mkataba huu umefanywa leo Tarehe 20 Mwezi September 2025, hapa Zanzibar.

BAINA YA

BW: SAID ADAM ANTONY, Mkaazi wa Fuoni Mnarani, Shehia ya Mnarani Wilaya ya Magharib B Mkoa wa Mjini Magharibi, mwenye **ID. NAM.** [redacted] Simu Nam: [redacted] ambaye katika mkataba huu atajulikana kama ni **MUUZAJI NO 1** kwa upande mmoja,

BW: ABDALLA MAKAME ABDALLA, Mkaazi wa Magomeni, Shehia ya Sogea Wilaya ya Mjini Mkoa wa Mjini Magharibi, mwenye **ID. NAM.** [redacted] Simu Nam [redacted] ambaye katika mkataba huu atajulikana kama ni **MUUZAJI NO 2** kwa upande mmoja,

NA

KT: STRAIGHT TRAINIG CENTER kilichopo eneo Fuoni Mnarani, Shehia ya Pangawe Wilaya ya Magharib B Mkoa wa Mjini magharib Unguja, nyenye **USAJILI WA BPRA WENYE NAM. Z0000172761** Simu, Nam: [redacted] ambapo katika mkataba huu atajulikana kama **MNUNUZI** kwa upande mwingine.

KWA KUWA MUUZAJI ni Mmiliki halali wa **eneo la ardhi lililopo Fuoni Mnarani** , Shehia ya Mnarani, katika Wilaya ya Magharib B Mkoa wa Mjini magharib Unguja, eneo hilo likiwa halina mipaka rasmi wa aina yoyote na likiwa halina miti ya kudumu wala vipando vyovyote, ambapo katika mkataba huu litajulikana kama ni eneo la kuwania [redacted] jengo la Nyumba ya Kuishi

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COPY OF PAGE 2 OF 5 OF PURCHASE CONTRACT

na **MUUZAJI** ameamua kwa hiari yake, bila ya kushawishiwa na mtu yeyote kumuuzia **MNUNUZI** eneo hilo.

KWA KUWA MNUNUZI anahitaji eneo la Ardhi kwa ajili ya kiwanja cha kujenga jengo la Nyumba ya Kuishi, amekubali kwa hiari yake bila ya kulazimishwa na mtu yeyote, kununua eneo hilo lililopo **Mnarani**, Shehia ya Mnarani, katika Wilaya ya magharib B Mkoa wa Mjini magharib Unguja, ndani yake mkiwa hamna miti ya Kudumu wala vipando vyovyote.

Eneo hilo la ardhi ambalo litajulikana kama kiwanja cha kujenga Nyumba ya Kuishi lipo hapo Shehia ya Mnarani, lenye mipaka na masafa ya vipimo vya Futi za **Mraba Kwa Urefu na 80 kwa Upana 40 kama ifuatavyo:**

KASKAZINI: NJIA
KUSINI: NYUMBA YA BW YUNUS
MASHARIKI: NYUMBA YA BW NASSOUR
MAGHARIB: FOUNDATION

MAKUBALIANO HAYA YANAFANYIKA KWA KUZINGATIA MASHARTI YAFUATAYO:

Kwamba, Makubaliano ya bei ya kuuziana Eneo hilo la Ardhi lililopo hapo Fuoni Mnarani Shehia ya Mnarani, ni **Shilingi za Kitanzania Milioni kumi na tatu tu (13,000,000/=)** ambazo zimelipwa zote na kutiwa saini makubaliano haya.

Kwamba, MUUZAJI anamhakikishia **MNUNUZI** kuwa (Eneo hilo la Ardhi) ambalo litatumika kama kiwanja cha kujenga nyumba ya kuishi na matumizi ya kawaida ni mali yake halali na halina mgogoro wa aina yoyote na kuhakikisha kuwa ni salama kwa matumizi.

Kwamba, MUUZAJI anamhakikishia **MNUNUZI** kuwa eneo hilo la ardhi halijawahi kuwekwa rehani wala dhamana kwa mtu yeyote yule na endapo kutatokea madai au matatizo yoyote kuhusiana na eneo hilo **MUUZAJI** atawajibika kuyatatua kwa gharama zake bila ya kuathirika kwa **MNUNUZI. Na hata ikibidi kurejesha gharama zote pamoja na za Usumbufu.**

Kwamba, MUUZAJI atamkabidhi **MNUNUZI** hati zote zinazohusiana na umiliki wa eneo hilo la Ardhi na kama hakuna basi atamsaidia upatikanaji wa hati hizo katika taasisi husika mara tu baada ya kukamilika taratibu za kuuziana ili kuepusha matatizo hapo ba[redacted]

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COPY OF PAGE 3 OF 5 OF PURCHASE CONTRACT

Kwamba, pande zote mbili zimeingia katika Mkataba huu bila ya kulazimishwa, wala kushurutishwa na wakiwa na akili zao timamu. Na kwamba makubaliano haya ni ya kudumu na yatawabana ndugu, jamaa na wale wote wanaostahiki kupata haki kutoka kwa pande mbili hizo zilizoingia katika makubaliano ya Mkataba huu.

KWA KUSHUHUDIA MKATABA HUU Wahusika wa pande zote mbili wametia saini zao siku na tarehe iliotajwa hapo juu kama ifuatavyo:-

IMETIWA SAINI NA

MUUZAJI NA SHAHIDI WAKE:

BW: SAID ADAM ANTONY

SIM. Nar [redacted]

signature removed

(MUUZAJI NO 1)

MKAAZI WA FUONI MNARANI

SHEHIA YA MNARANI

WILAYA YA MAGHARIB B ZANZIBAR

IMETIWA SAINI NA

MUUZAJI NA SHAHIDI WAKE:

BW: ABDALLA MAKAME ABDALLA

SIM. Nar [redacted]

signature removed

(MUUZAJI NO 2)

MKAAZI WA MAGOMENI

SHEHIA YA MAGOMENI

WILAYA YA MJOINI ZANZIBAR

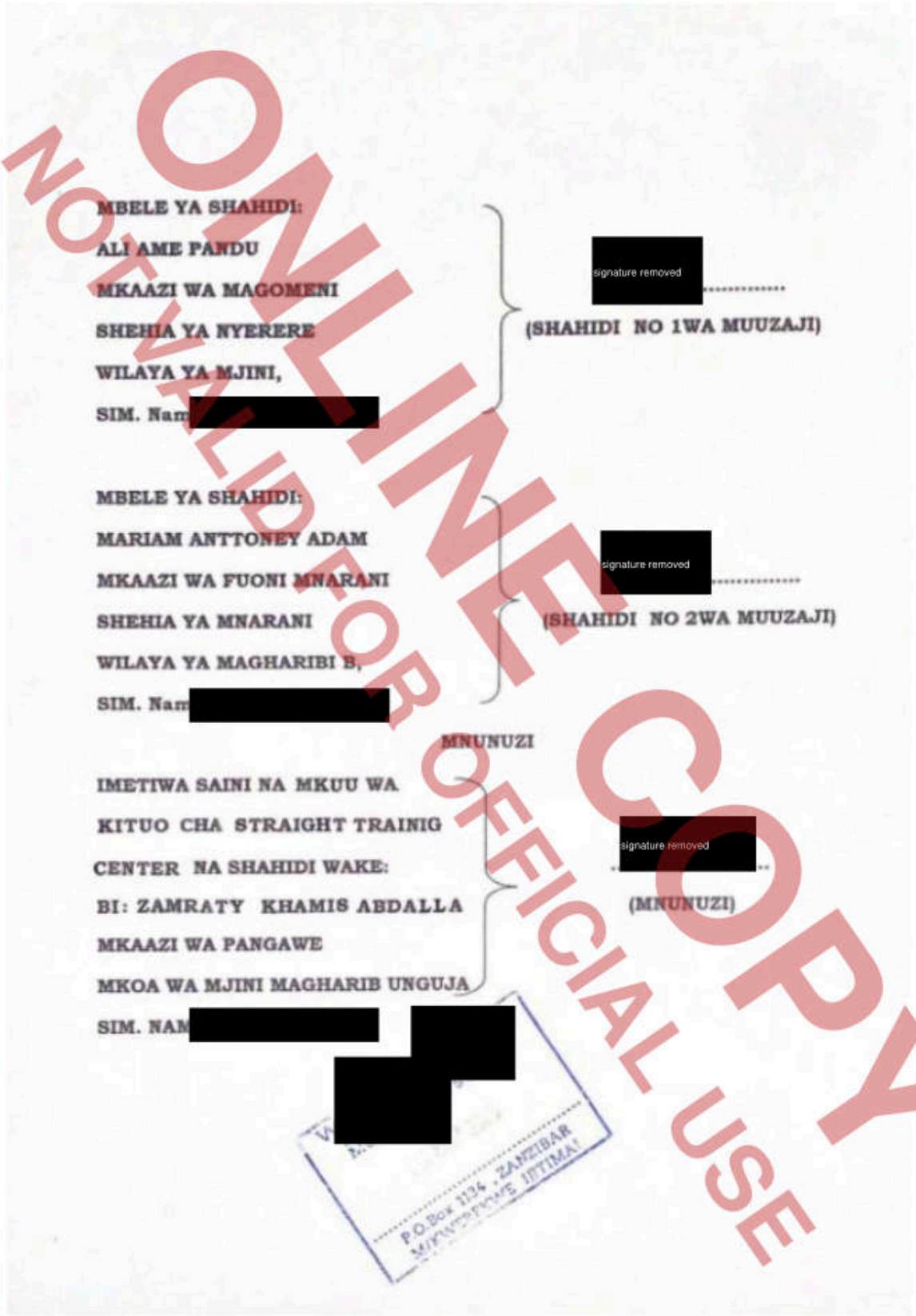
[redacted]

P.O Box 1134, ZANZIBAR
MAKWEREKARE IITIMAI

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COPY OF PAGE 4 OF 5 OF PURCHASE CONTRACT



MBELE YA SHAHIDI:
ALI AME PANDU
MKAAZI WA MAGOMENI
SHEHIA YA NYERERE
WILAYA YA MJINI,
SIM. Nam[redacted]

signature removed .....
(SHAHIDI NO 1WA MUUZAJI)

MBELE YA SHAHIDI:
MARIAM ANTTONEY ADAM
MKAAZI WA FUONI MNARANI
SHEHIA YA MNARANI
WILAYA YA MAGHARIBI B,
SIM. Nam[redacted]

signature removed .....
(SHAHIDI NO 2WA MUUZAJI)

MNUNUZI

IMETIWA SAINI NA MKUU WA
KITUO CHA STRAIGHT TRAINIG
CENTER NA SHAHIDI WAKE:
BI: ZAMRATY KHAMIS ABDALLA
MKAAZI WA PANGAWE
MKOA WA MJINI MAGHARIB UNGUJA
SIM. NAM[redacted]

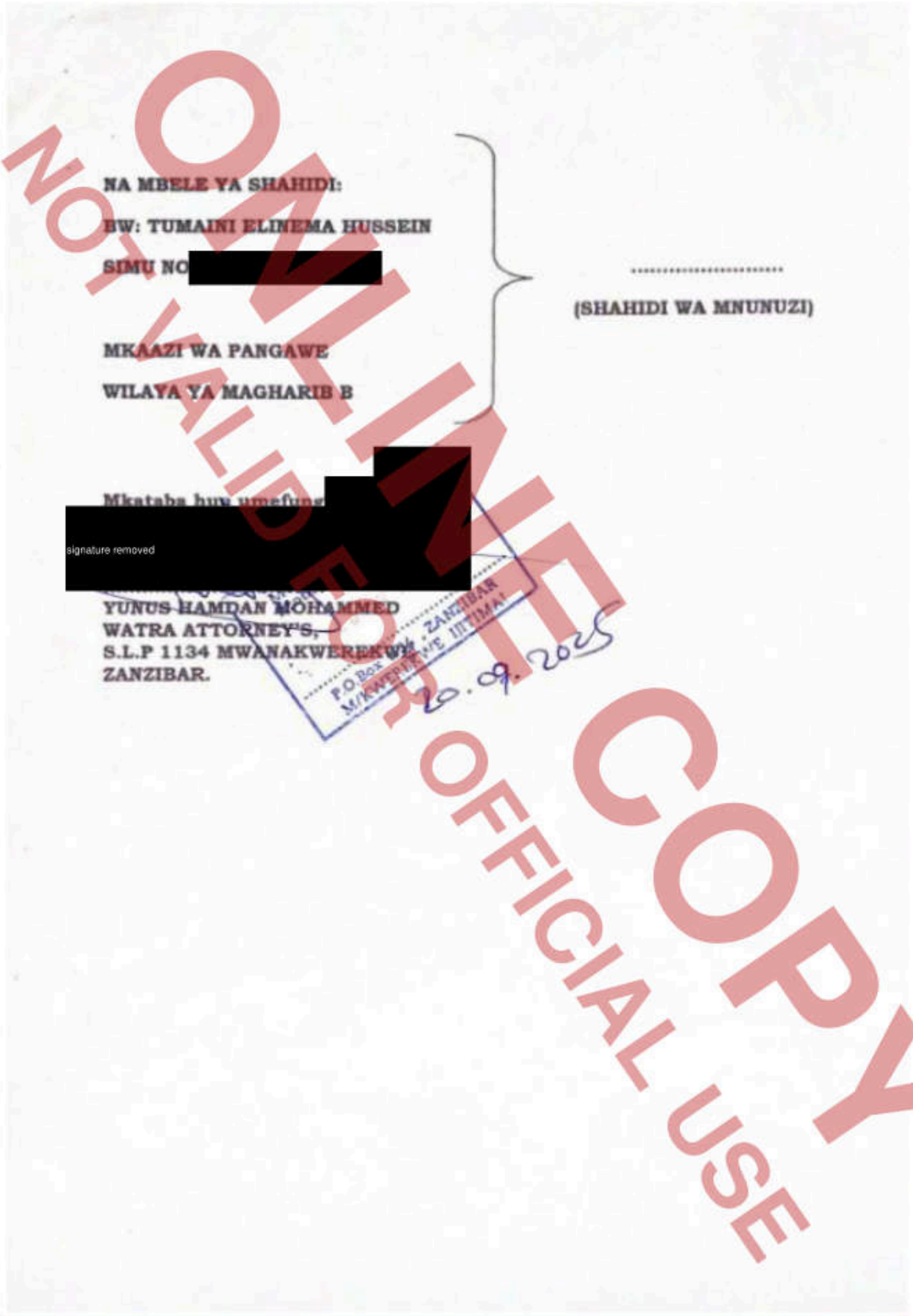
signature removed .....
(MNUNUZI)

P.O.Box 1134, ZANZIBAR

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COPY OF PAGE 5 OF 5 OF PURCHASE CONTRACT



NA MBELE YA SHAHIDI:

BW: TUMAINI ELINEMA HUSSEIN

SIMU NO [redacted]

.....

(SHAHIDI WA MNUNUZI)

MKAAZI WA PANGAWE

WILAYA YA MAGHARIB B

Mkataba huu umefung[redacted]

signature removed

YUNUS HAMDAN MOHAMMED
WATRA ATTORNEY'S,
S.L.P 1134 MWANAKWEREKWE
ZANZIBAR.

P.O Box 1134 ZANZIBAR
MKWEREKWE

20.09.2025

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MEMORANDUM OF UNDERSTANDING

BETWEEN

STRAIGHT TRAINING CENTER

(hereinafter referred to as "**the Center**")

AND

DEIN STERN FÜR AFRIKA E.V.

(hereinafter referred to as "**the Donor**")

CONCERNING

THE CONSTRUCTION

(hereinafter referred to as "**the Construction**")

AT THE PREMISES OF

STRAIGHT TRAINING CENTER

(hereinafter referred to as "**the Plot**")

This Memorandum of Understanding (hereinafter referred to as "**MoU**") concerns the Construction of a school building (hereinafter referred to as "**the Building**") conducted by Straight Training Center (hereinafter referred to as "**STC**") sponsored by Dein Stern für Afrika e.V. (hereinafter referred to as "**dSfA**") taking place on the plot of Straight Training Center (hereinafter referred to as "**the Plot**").
The agreement referred to in this contract is domiciled in Zanzibar

BETWEEN

1. **Straight Training Center** of Fuoni Mambosasa, having offices in Fuoni Mambosasa, Mjini Magharibi of Zanzibar, whose registration at BPRA took place under the registration number Z0000172761 on 7th of November 2022 and has last been changed on 14th of November 2022, as it can be seen in APPENDIX 1: "Straight Training Center Documents" on page 2 (hereinafter referred to as the "**STC**" which expression shall, where the context so requires, include the center's permitted successors in title and permitted assigns);

AND

2. **Dein Stern für Afrika e.V.**, having offices in Pfeilschifterstrasse 16, 86415 Mering, Germany, which is a non-profit association registered under German law (hereinafter called "**dSfA**" which expression shall, where the context so requires, include the entity's permitted successors in title and permitted assigns).

(Together hereinafter jointly referred to as the "**Parties**")

WHEREAS

1. STC is a center established under the laws of Zanzibar and one of the objectives of STC is to provide educational support activities.

2. dSfA is a non-profit association established under the laws of Germany and one of the objectives of dSfA is supporting educational projects in Zanzibar.

3. STC aquired a plot (hereinafter referred to as "**the Plot**") in Fuoni Mnarani, Zanzibar, on 20th September 2025 in Fuoni Mnarani through funds received from another donor, as shown in the contract attached, as seen in "APPENDIX 5: Plot Purchase Contract" on page 12, and wishes to construct a building on the said plot for the purpose of its educational activities (hereinafter referred to as "**the building**").

4. dSfA wishes to donate to STC funds necessary for the construction of the said building on the said plot.

5. The parties have been in discussions on this matter since March 2026 and are now putting their agreement in writing. The purpose of this Memorandum of Understanding (hereinafter referred to as "**MoU**") is to record the understanding reached between the Parties hereto in connection with the above matters.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. **"Appendix"** refers to one of the various documents attached to this MoU which are an integral part of this MoU.

1.2. **"The Building"** refers to the building which STC plans to construct on the Plot.

1.3. **"dSfA"** refers to the second party of this MoU mentioned above.

1.4. **"MoU"** refers to the Memorandum of Understanding outlined in this document.

1.5. "**The Parties**" refers to both Parties, namely STC and dSfA together.

1.6. **"The Plot"** refers to the plot owned by STC in Fuoni.

1.7. **"STC"** refers to the first party of this MoU mentioned above.

2. OBJECTIVES

2.1. This MoU is entered between STC and dSfA which share the following aims:

2.1.1. Establishing a long-lasting, mutually enriching cooperation between STC and dSfA including the future possibility of volunteering opportunities.

2.1.2. Enable STC to conduct its educational activities in a more suitable building.

2.1.3. Enable STC to achieve better financial sustainability through having its own building.

2.1.4. To transparently document all the funds used in the construction of the building.

2.1.5. To create a website to make both STC and dSfA more known in both Zanzibar and Germany, and to present the educational activities they are providing.

2.1.6. To be a role model for a cooperation led with integrity, transparency and mutual respect between an African grassroot project and an European donor, also inspiring others.

3. OBLIGATIONS OF STC

3.1. To use the funds received by dSfA soley for the intended purpose of constructing a building, as outlined in clause 5.1.

3.2. To transparently document all expenses incurred during the construction, and to obtain receipts wherever possible, as outlined in clause 5.5.

3.3. To provide regual informal documentation of the construction progress to dSfA as outlined in clause 5.4.

3.4. To provide marketing materials to dSfA to create a donation website, as outlined in clause 4.2 in accordance to clause 5.11.

3.5. To agree to dSfA to paint their logo in a publicly visible place on a wall of the finished building alongside to other institutional donors.

4. OBLIGATIONS OF DSFA

4.1. To transfer the funds for the construction of the building to STC as outlined in clauses 5.7 and 5.8.

4.2. To create fundraising website for the project, or subsection on dSfA's website, explaining the project, it's milestones and funding progress with the possibility to conveniently donate.

4.3. To ensure all extra funds received through the fundraising page outlined in 4.2 are sent to STC.

5. CONSTRUCTION OF THE BUILDING ON THE PLOT

5.1. Particulars of The Building to construct

5.1.1. The proposed construction is divided into multiple phases in order to have clear milestones and funding targets. The phases consist of the following construction milestones:

5.1.1.1. Phase 0: Land Transfer, Government Building Plans, Building Permit, Government Engineer, Quotations

5.1.1.2. Phase 1: Well, roof, outside wall, gate, foundation, classrooms 1-3, office, toilets, sewage tank. This phase is broken down into three subphases:

5.1.1.3. Phase 2: Classroom 4 (computer room), security bedroom, stairs

5.1.1.4. Phase 3: Classrooms 5-7, open assembly area upstairs

5.1.1.5. Phase 4: Volunteer kitchen, 2 volunteer bedrooms, 2 volunteer bathrooms

5.1.1.6. Phase 5: garden improvements

5.1.2. In this MoU, only funding for phase 0 and partial funding for phase 1 is agreed upon. Further funding is not yet agreed upon.

5.1.3. In this MoU, only funding of an initial sum of EUR 23'000 is agreed upon. Further funding is not yet agreed upon.

5.1.4. The details of the proposed construction can be seen in APPENDIX 2: "2D Floor Plans" on page 2 and "APPENDIX 3: 3D plans" on page 7.

5.1.5. The parties agree that STC may change the plans of the proposed construction according to needs that may arise during the construction. However, the number

of rooms should remain the same, unless a written informal approval is provided from dSfA.

5.2. Duration

5.2.1. Provided the funds are available, the construction of phases 0 and 1 is estimated to take 3-4 months, and the other phases another 4-5 months. However these are just estimates, and the actual duration may vary.

5.3. Location and Mode of Construction

5.3.1. The construction takes place on the plot, as outlined in "APPENDIX 5: Plot Purchase Contract" on page 12.

5.3.2. The parties understand that in order to ensure a cost-effective use of funds and a construction outcome suitable for our needs, STC will lead and supervise the construction themselves, including especially purchasing materials themselves and bargaining material prices themselves – as this is a common pracitce in Zanzibar for building owners to manage the construction themselves.

5.3.3. STC will consult with a government engineer wherever required by law to ensure the quality and regulatory compliance of the construction. However to avoid paying unnecessary margins for material purchases, that engineer will only advise construction but not be given any funds to purchase materials.

5.3.4. The construction shall be made according to local construction standards and shall be approved by the government engineer.

5.4. Documentation of progress

5.4.1. STC agrees to document the progress of the construction through taking pictures and sending them to dSfA in an informal communication channel, at least weekly.

5.4.2. The documentation takes place in English language.

5.4.3. If dSfA is not satisfied with the amount, frequency or quality of the pictures provided, they may request more pictures, specifying more details on what kind of pictures they wish. STC will to their best to submit these pictures within two weeks to dSfA if feasible.

5.4.4. Apart from taking pictures, STC will inform dSfA whenever a milestone has been completed, specifically whenever one of the items on the list above as outlined in Clause 5.1.1 on page 19 have been completed.

5.5. Accounting

5.5.1. STC agrees to do its best effort to document all expenses and provide the accounting reports to dSfA.

5.5.2. The accounting reports will be in English language.

5.5.3. Whenever available, STC will collect receipts for all expenses, featuring the following criteria:

5.5.3.1. Description of the goods or services

5.5.3.2. Name of the person/entity receiving funds

5.5.3.3. Signature of the person/entity receiving funds

5.5.3.4. Phone number of the person/entity receiving funds (if available)

5.5.3.5. Stamp of the person/entity receiving funds (if available)

5.5.4. The receipts will be either in English language or Swahili language or mixed both of them, based on the person/entity issuing the receipt.

5.5.5. If no receipt is available, STC will take pictures of the goods or services.

5.5.6. dSfA understands that whilst STC tries its best to obtain receipts for every good and service purchases, this might not always be feasible due to the large part of informal economy in Zanzibar. As a substitute for receipts, dSfA accepts STC issuing a self-prepared document, meaning a receipt for a financial transaction created in lieu of the original receipt which is missing, lost, destroyed or cannot be obtained for other reasons (in German "Eigenbeleg") in form of the accounting prepared by STC, especially for small amounts.

5.6. Quotation

5.6.1. Prior to entering this agreement, STC created a quotation in consultation with several craftsmen, engineers and other professionals, to the best of their knowledge. As of now, these are the following amounts in EUR per phase:

5.6.1.1. Phase 0 – 4'000 EUR

5.6.1.2. Phase 1 – 23'300 EUR, consisting of:

5.6.1.2.1. Phase 1a – 5'300 EUR

5.6.1.2.2. Phase 1b – 8'000 EUR

5.6.1.2.3. Phase 1c – 10'000 EUR

5.6.1.3. Phase 2 – 9'700 EUR

5.6.1.4. Phase 3 – 6'300 EUR

5.6.1.5. Phase 4 – 10'000 EUR

5.6.1.6. Phase 5 – 700 EUR

5.6.2. The initial quotation was in TZS, the amounts agreed upon in this agreement are in EUR because the wire transfer will be in EUR. The amounts for the quotation in TZS can be seen in "APPENDIX 4: Quoatation Summary" on page 11

5.6.3. Notwithstanding the quotation amounts listed in Clause 5.6.1, the Parties agree that dSfA's total financial commitment under this MoU shall not exceed twenty-three thousand Euros (23,000 EUR) in aggregate, to be paid in accordance with the Payment Schedule set out in Clause 5.8.

5.7. Payment Method

5.7.1. dSfA will send funds as a donation in Euros to STC via bank wire transfer only. The costs for bank transfers will be borne by dSfA. The bank details of STC are the following:

5.7.1.1. BANK ACCOUNT OWNER: Straight Training Center

5.7.1.2. CURRENCY: EUR

5.7.1.3. ACCOUNT NUMBER: 3014211910745

5.7.1.4. SWIFT CODE: EQBLTZTZ

5.7.1.5. BANK CODE: 047

5.7.1.6. BANK NAME: EQUITY BANK TANZANIA LTD

5.7.1.7. BANK ADDRESS: ZANZIBAR

5.7.1.8. POSTAL ADDRESS: P.O BOX 110183, DAR ES SALAAM, TANZANIA

5.7.2. In case of the government of either country freezing a bank transfer, the parties will collaborate to provide the necessary documentation to comply with Anti-

Terrorism and Anti-Money-Laundering laws in the concerned jurisdictions in a timely manner.

5.8. Payment Schedule

5.8.1. The first payment, amounting for nine thousand and three hundred Euors (9'300 EUR), is for phase 0 and phase 1a will be due two weeks after signing this MoU.

5.8.2. The second payment, amounting to eight thousand Euros (8'000 EUR), is for phase 1b and will be due two weeks after the outside wall, the gate, the well, and the sewage tank have been built by STC and pictures have been sent to dSfA.

5.8.3. The third payment, amounting to five thousand and seven hundred Euros (5'700 EUR) is for parts of phase 1c will be due two weeks after the roof has been constructed by STC and pictures have been sent to dSfA.

5.8.4. For the remaining parts of phase 1c amounting to four thousand and three hundred Euros (4'300 EUR) no funding has been found yet, though both STC and dSfA intend to use their marketing materials to reach out to potential donors to secure this last chunk for the completion phase 1c.

5.8.5. No payment beyond the first payment shall be made unless the proof requirements set out in Clauses 5.8.2 and 5.8.3 (as applicable) have been satisfied. Should STC fail to provide such proof, dSfA may withhold the corresponding payment until the requirements are met; such withholding shall not be considered a breach of Clause 4.1.

5.8.6. STC will write a short informal message to dSfA to confirm the receipt of funds within 2 weeks of receipt.

5.9. Change in Cost

5.9.1. Both parties understand that the actual costs may differ from the quotation, sometimes substantially, as Zanzibar being an island can lead to significant fluctuations in construction material prices, and also despite the quotation being made to the best of STC's knowledge, there may be mistakes in the quotation, either increasing or decreasing the cost.

5.9.2. The parties agree that in case of the total cost being lower than the amount transferred by dSfA, dSfA may choose whether STC should use the funds for a subsequent construction phase, or return them to dSfA. In such a case dSfA will notify STC of their decision in writing.

5.9.3. The parties agree that in case the total costs exceeds the quotation and the amounts agreed in this MoU, that then the parties will seek a conversation on how to best fund the completion the started project, for example through reaching out to other donors or launching another fundraising campaign. The parties will collaborate in goodwill with each other to complete the project, however neither party is liable if the project cannot be completed because funding cannot be obtained for finishing the construction.

5.10. Ownership

5.10.1. During all times, the ownership of the plot and the building remains with STC. No rights of ownership or other rights go over from STC to dSfA.

5.10.2. STC commits to using the building for educational purposes for a minimum period of ten (10) years. Should STC cease educational operations or

repurpose/sell the building within this period, the Parties will discuss in good faith an appropriate arrangement, e.g. partial reimbursement or transfer of rights to another educational use.

5.11. Use of Marketing Material

5.11.1. Both parties see the value of sharing marketing materials, such as pictures, videos, descriptions of the project, but also websites, brochures, fundraising prompts, flyers etc. so that both parties can use them to present on their platforms and for fundraising and information purposes. Therefore, both parties agree that such material shared with the other party can be used by either party for both online and offline use, until further notice.

5.11.2. STC pictures a lot of its students in its marketing material and also a lot of different workers during construction. It generally assumes that they are willing to be present in these pictures, as they are contributing to the project, and as obtaining written consent from each student's parents or each construction worker is logistically not feasible. Should however any person pictured in the marketing material notify STC that they are not agreeing to their pictures being used, STC will remove the said pictures from their communications, and also ask dSfA to remove the said pictures from their communications. Either party agrees to remove materials from their communications upon complaint of individuals pictured in them.

5.11.3. STC can use the fundraising website as outlined in Clause 4.2 on page 19 also to present its project to other donors and receive donations, and dSfA can also link to STC's social media or website on their fundraising website.

6. General Terms and Conditions

6.1. Commencement

6.1.1. This MoU shall commence and be binding upon being signed by both Parties.

6.2. Term

6.2.1. This MoU shall last until all the responsibilities of both Parties have been completed.

6.3. Termination

6.3.1. Without prejudice to Clause 6.2, this MoU will lapse upon the occurrence of any of the following conditions, whichever is earliest:

6.3.1.1. If both Parties mutually agree on an agreement in writing expressed as superseding this MoU.

6.3.1.2. If dSfA fails to pay the amounts as listed in Clause 5.8 until the expected due dates.

6.3.1.3. If STC fails to provide records of how the funds were spent as outlined in clause 5.5 on page 20, and if it continues to fail to do so after three written reminders from dSfA, each being at least two months apart. Only then, dSfA may hand in a notice, and only in that case (and in case of clause 6.3.1.4) STC returns any funds sent dSfA which are still in STC's bank account to dSfA.

6.3.1.4. If either party ceases to exist. In case STC ceases to exist, STC shall refund all remaining funds in its bank account from the project to dSfA.

6.4. Renewal

6.4.1. The MoU shall not be renewed automatically. A separate MoU shall be signed for each further project. Several MoUs for different projects can be in force simultaneously.

6.5. Confidentiality

6.5.1. The Parties agree that this MoU explicitly is not being confidential, as the benefits of sharing it with relevant third parties, including as for example the members of dSfA, the board of dSfA, potential larger donors, banks and governments for regulatory approval, and others, is are evident for ensuring a smooth and transparent operation of the project.

6.6. Notices

6.6.1. Any notice required to be given by any Party shall be in writing sent by personal delivery, prepaid recorded delivery or registered post or email.

6.6.2. A notice shall be deemed effective if sent by:

6.6.2.1. post at the expiration of seven days after the same was posted by registered mail to the correct address; or

6.6.2.2. personal delivery upon hand-over; or

6.6.2.3. Email 24 (twenty-four) hours after dispatch to the correct email address of the addressee.

6.7. Dispute Resolution

6.7.1. In the event of any dispute, controversy or claim arising between the Parties in connection with this MoU (hereinafter called “Dispute”);

6.7.1.1. neither Party shall take any steps against the other nor exercise any rights whether regarding termination or otherwise until the dispute resolution procedure set out in this clause 6.7 has been exhausted; and

6.7.1.2. a Party may give the other Party notice that a Dispute has arisen, and the Parties shall forthwith meet in good faith to resolve the Dispute without recourse to legal proceedings.

6.7.2. If a Dispute is not resolved as a result of meeting(s) in accordance with Clause 6.7.1.2 within sixty (60) days from the date a Party gives the other Party notice that a Dispute has arisen (or such longer period as the Parties may mutually agree), either Party may refer such Dispute to arbitration in accordance with the terms of clause 6.7.3 below.

6.7.3. Subject to clauses 6.7.1.1 and 6.7.1.2 above, any Dispute shall be finally resolved by arbitration in accordance with the Arbitration Laws of Zanzibar. The venue of arbitration shall be in Zanzibar. The language of the arbitration shall be English.

6.8. Legally Binding Obligation

6.8.1. The Parties shall act in all matters pertaining to this MOU as independent parties and nothing contained herein shall constitute any of them an agent or a representative of the other Party.

6.9. Force Majeure

6.9.1. No Party shall be liable for delay in performance or for non-performance caused by circumstances beyond the control of such Party seeking to rely on the same,

including but not limited to wars, acts of terrorism, fires, floods, earthquakes and adverse changes in governmental regulations in Tanzania.

6.9.2. The Party affected by such Force Majeure condition shall forthwith notify the other Party of the nature and extent thereof and shall make best efforts to mitigate such condition. If the Force Majeure condition in question prevails for a continuous period of two (2) months, the Parties shall enter into bona fide discussion with a view of alleviating its effect on this MoU by such alternative arrangement as may be fair and reasonable.

6.10. Assignment / Amendment / Modification

6.10.1. No Party may assign or transfer any of its rights or obligations under this MoU without the prior written consent of the other Party, which rights and obligations shall be incapable of assignment or transfer without such consent, which consent not to be unreasonably withheld or delayed.

6.10.2. Both parties may however hire contractors, freelancers including but not limited to tour guides, tour operators, travel agencies, shuttle services, transport agencies, consultants, consulting companies, teachers, online services, or cooperate with their network of partners to fulfil their obligations.

6.10.3. No amendment or change to any provision of this MoU, nor consent to any departure by any Party from such provision, shall be effective unless it is made in writing and duly executed by authorized officers of both Parties. Any such amendment, change, or consent shall be effective only to the extent to or for which it may be made or given.

6.11. Good Faith

6.11.1. The Parties hereby agree to cooperate in good faith, share all relevant information, use common interests and experience including intangible knowledge, influence and goodwill to further the intentions as recorded in this MoU.

6.12. Severability

6.12.1. If any part, term or provision of this MoU not being of a fundamental nature, is held illegal or unenforceable, the validity or enforceability of the remainder of this MoU shall not be affected if such part, term or is severable from the rest of this MoU without altering the essence of this MoU. If such part, term or provision is not so severable, then the whole of this MoU shall stand terminated, unless the Parties thereupon negotiate in good faith in order to agree to the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

6.13. Further Assurance

6.13.1. The Parties agree to use reasonable efforts to do all things necessary or desirable to give full effect to this MoU and refrain from doing anything that may hinder performance of this MoU. The Parties shall maintain a high standard of business norms and will comply with all the rules and regulations necessary thereto.

6.14. Costs

6.14.1. Each Party will pay its own costs and expenses incurred in connection with entering into this MoU.

6.15. Law And Jurisdiction

6.15.1. This MoU is governed by laws of Zanzibar. The courts of the United Republic of Tanzania shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement and the Parties accordingly submit to the exclusive jurisdiction of the Tanzania courts.

6.16. Entire Mou

6.16.1. This MoU and it's appendices, which are an integral part of this MoU, set forth the understanding among the Parties with respect to the subject matter hereof and merges all discussions and negotiations among them concerning the contents of this MoU, and neither Party shall be bound by any conditions, warranties, understandings or representations with respect to such subject matter other than those expressly provided herein or duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized officer of the Party to be bound thereby.

SIGNATURES AND WITNESS

FOR AND ON BEHALF OF
STRAIGHT TRAINING CENTER

Name: Moderkay Elinema Tumaini
Date: 13/07/2026
signature removed
Signature: _____

Name: Zamraty Khamis Abdalla
Date: 13/07/2026
signature removed
Signature: ___ __

Name: Yanis Bena
Date: 13/07/2026
signature removed
Signature: _____

FOR AND ON BEHALF OF
DEIN STERN FÜR AFRIKA E.V.

Name: Bianca Schuller
Date: 13/07/2026
signature removed
Signature: _____

Name: Paul Schuller
Date: 13/07/2026
signature removed
Signature: _____

Online version: handwritten signatures have been removed. The signed original is available on request.