

### Jamhuri ya Muungano wa Tanzania

### United Republic of Tanzania

### **Pharmacy Council**

**Exchequer Receipt** 

### Stakabadhi ya Malipo ya Serikali

Receipt No

: 925080318618340

Received from

: KAZIGILI PHARMACY

Amount

: 100,000.00

Amount in Words

: One Hundred Thousand TZS And Zero Cent(s) Only

**Outstanding Balance** 

: 0.00

In respect of

Item Description(s)

**Item Amount** 

: 142202540104 - Application for

100,000.00

change of name/ ownership - NAME

**Total Billed Amount:** 

100,000.00 (TZS)

Bill Reference

: 16214080254619599388

Payment Control Number : 991620300989

Payment Date

: 2025-03-21 14:55:40

Issued by

: Zena Mango

Date Issued

: 2025-03-21 15:00:28

Signature

Government Payment Gateway © 2017 All Rights Reserved (GePG)



## Jamhuri ya Muungano wa Tanzania

## United Republic of Tanzania

## **Pharmacy Council**

**Exchequer Receipt** 

## Stakabadhi ya Malipo ya Serikali

Receipt No

: 925080318606018

Received from

: KAZIGILI PHARMACY

Amount

: 100,000.00

Amount in Words

: One Hundred Thousand TZS And Zero Cent(s) Only

Outstanding Balance

: 0.00

In respect of

Item Description(s)

**Item Amount** 

: 142202540104 - Application for

100,000.00

change of name/ ownership -

CHANGE

**Total Billed Amount:** 

100,000.00 (TZS)

Bill Reference

: 16213080255105655150

Payment Control Number : 991620300982

Payment Date

: 2025-03-21 14:23:31

Issued by

: Zena Mango

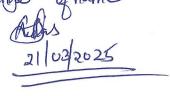
Date Issued

: 2025-03-21 14:36:05

Signature

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991620300982 991620300989 PHARMACY COUNCIL





APPLICATION FOR ALTERATION (Under Section 35 (1) of Pharmacy Act, 2011)

Registrar, Pharmacy Council, P.O. Box 1277, Dodoma.

APPLICATION FOR CHANGE OF:  1. PREMISES LOCATION 2. BUSINESS NAME 3. BUSINESS OWNERSHIP
NAME OF PREMISES: KAZIGLLI PHORMOLY FIN 0102713
TYPE OF BUSINESS: Retail Pharmacy Wholesale Pharmacy Warehouse
PHYSICAL ADDRESS:  Plot No. 14 Street: MPJI Ward MORECCE  District/Municipal KINDNDONI Region: DAR- &S - JALAAM POSTAL ADDRESS: BOX IID DAR- &S - SALAAM Contact. No. 5765945661  E-mail:
OWNERSHIP:
Directors (Names): 1 PETER KAZIGILI Qualification: BUSINGSS MAN.
2 Qualification:
3 Qualification:
SUPERINTENDANT INFORMATION:  Full Name: Yvene k. ST4PH4N PIN: D102037  Residential Address: SOX IID DAR-SI-JANATEI: D753289557 Email: Y Kate Luck @ gmail (Inc.)  Contract commencement date: 01 June 2029 Cessation date 20 June 2025
SECTION B: PROPOSED CHANGES:  NAME OF THE NEW PREMISES:  TYPE OF BUSINESS: Retail Pharmacy  Wholesale Pharmacy  Warehouse
PHYSICAL ADDRESS:  Plot No. 14 Street MAJI Ward MORO COD  District/Municipal KIND NADDI Region DAR - EJ-SALAM  POSTAL ADDRESS: 11187 CONTACT. No. 0687 44 DSJ8

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)	PCF.14
Directors (Names):	
1 PRIVATUS AUDAX MUUKOZI Qualification: BUSINESS MAN	
2Qualification:	
3	
SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)	
Full Name:1000 % 14: 514410 DIN: D102 027	
Residential Address: 110 APR-SCIPTION TO AT 120 PART - 111	4 (3)
Contract commencement date: $\sqrt{3}$ $\sqrt{3}$ $\sqrt{2}$ $\sqrt{2}$ Cessation date: $\sqrt{2}$ $\sqrt{2}$	12024 .
SECTION C: REASON(S) FOR PARTICULAR ALTERATION	
1 AMILIKI WA KWANZA AMEHANJA MKOA	
AGITA LYDING MALLINALIA MIKON	10 11
BEITA IKALOA PBUMU KWENYE USI	mAre 121
2	*************
SECTION D: APPLICANT INFORMATION	
Name of Applicant: VIDAS IX STOCKED	
Name of Applicant: YOUNE K. STGPHEN	
(Contact/email if different from the above)	-
Address: Box 10 DAR-ES MINATEL D753289557 E-mail: YKactare@g.	mail. lon.
Signature of Applicant	
·	
SECTION E: APPLICANT DECLARATION	
I hereby declare to the best of my sanity that the information provided is valid and there mutual agreements of terms between parties.	e are
Signature of Applicant	
Date 1010314021	
SECTION F: REQUIRED ATTACHMENT	
Please attach the following documents depending on your proposed changes:	
1. TAX CLEARANCE CERTIFICATE	
2. Copy of lease agreement or title deed	
Memorandum of Understanding	
Certificate of registration from BRELA	
Copy of Director(s) ID	
6. Original Premises Registration Certificate (For Alteration No. 1 or 2)	
Pharm 30 C	
Dot A	
I dominician karail	
Pharm Tech - Petro dominician karrigili  PIN: 6000 5998. Page 2 of 2	



ISO 9001: 2015 CERTIFIED

# TAX CLEARANCE CERTIFICATE

(Issued Under Regulation 103 of Tax Administration (General) Regulations, 2016)

Licencing Authority; TIN:

125-847-269

6

PHARMACY COUNCIL

MWENGE

31818

1

DAR ES SALAAM

Tax Certificate Number:

131-0232-6427

Issuing Office: Kinondoni

()

0

0

-

Telephone:

022-2771841

Date of issue:

20 March 2025

Expiry Date:

31 December 2025

		1. 3	5. 2000iiibdi 2020
Taxpayer Name	PETRO DOMICIA	N KAZIGILI	
Trading Name	KAZIGILI PHARN	IACY	
Taxpayer Identification Number	155-479-418	Vat Registration Number	
Company Registration Number			

Business Premises located at : REGION: DAR ES SALAAM, DISTRICT: KINONDONI, STREET: Kinondoni Mjini

This is to certify that the above registered Taxpayer has complied with tax laws and has been granted Tax Clearance Certificate with respect to the following business(es):

Activity for Non Business Purposes

Alfred T. Mregi COMMISSIONER FOR DOMESTIC REVENUE

20 March 2025



#### Disclaimer:

- 1. This certificate is issued free of charge
- 2. This certificate should be tendered in its original form and it is valid only if it is embossed with QR Code
- 3. This Tax Clearance Certificate shall not preclude the Commissioner General from demanding and recovering taxes established after issuance of this Certificate.

### KATI YA

PETRO DOMICIAN KAZIGILI wa S. L. P 9790, Dar es Salaam (0765945661), ambaye katika mkataba huu anajulikana kama "Muuzaji" pale itakapokubalika na muktadha pamoja na warithi wake kwa upande mmoja;

### NA

PRIVATUS AUDAX MULOKOZI wa S.L.P 11187 Dar es Salaam (0687440558) ambaye katika mkataba huu anajulikana kama "Mnunuzi" pale itakapokubalika na muktadha pamoja na warithi wao kwa upande mwingine.

### KWA KUWA:

- A. Muuzaji na Mnunuzi mnamo tarehe 07.02.2025 waliingia mkataba wa mauzo ya Duka la dawa (famasi) lenye kibali cha uendeshaji wa biashara ya famasi namba 02713-2024 na usajiri wa brela (certificate of registration) namba 548956 iiliyoko Manispaa ya Kinondoni, Mkoa wa Dar es Salaam kwa makubaliano ya Tsh. 20,000,000.00/= (Shilingi Milioni ishirini tu).
- B. Mnunuzi amekamilisha malipo hayo kwa kufanya miamala kwa kupitia akaunti ya benki ya NMB- (National Microfinance Bank) yenye Akaunti Namba 23010034556 jina PETRO DOMICIAN KAZIGILI kiasi cha Shilingi milioni kumi na Mbili tu (Tsh 12,000,000/=)na Kiasi cha Shilingi milioni nane tu (Tsh 8,000,000/=) kwenda kwenye namba ya Yas(Tigo) 0657 040940 Jina PETRO DOMICIAN KAZIGILI

#### MKATABA HUU UNASHUHUDIA NA KUAZIMIA YAFUATAYO:

- 1. Muuzaji atakabidhi Duka la dawa (famasi) na mali na nyaraka zake zote kwa mnunuzi baada ya kukamilisha na kuhakiki malipo kufanyika.
- 2. Gharama za kuhamisha umiliki wa duka la dawa (famasi) (ownership transfer) kutoka kwa muuzaji kwenda kwa mnunuzi ni juu ya mnunuzi mwenyewe.
- 3. Muuzaji kwa malipo hayo amekubali kwa nia ya dhati kuhalalisha umiliki wa duka la dawa (famasi) tajwa hapo juu kwenda kwa Mnunuzi.

KWA KUSHUHUDIA pande zote mbili zimetia saini zao tarehe, mwezi na mwaka kama inavyoonesha hapa chini.

UMESA!NIWA na kutolewa kwangu na PETRO DOMICIAN KAZIGILI ambaye namfahamu/ametambulishwa kwangu naambaye namfahamu leo.Otsiku ya.FGB 20.25
MBELE YANGU  Jina: Pau joseph mbuuga  Sahihi: Mahayar  Wadhifa: Wakiri:
UMESAINIWA na kutolewa kwangu na PRIVATUS AUDAX MULOKOZI ambaye namfahamu/ametambulishwa kwangu na
MBELE YANGU  Jina: Paul Joseph mbuya.  Sahihi: Mabuya.  Wadhifa: Wakiu.

MUUZAJI

MNUNUZI



# **TANZANIA**

Form 5

BRELA

BUSINESS REGISTRATIONS AND LICENSING AGENCY

No. 548956

# **Certificate of Registration**

The Business Names (Registration) Act (Cap 213)

I HEREBY CERTIFY THAT KAZIGILI PHARMACY this 26th day of JULY year 2023 has been duly registered pursuant to and in accordance with the provisions of the Business Names (Registration) Act and the Rules made thereunder, and has been entered the Number 548956 in the Index of Registration.

GIVEN under my hand at Dar es Salaam this 26th day of JULY TWO THOUSAND AND TWENTY THREE.







Deputy Registrar Business Names

NOTE – This certificate must be kept in a conspicuous position at the principal place of business. Any change in the particulars originally registered must be notified to the Registrar within twenty eight days.



# **TANZANIA**



Extract date and time: 24/02/2025 08:25:57 Registration date and time: 09/04/2023 16:41:31

The Business Names (Registration) Act (Cap 213)

# **Extract from Register**

1. Name of Business:

**ALL SAINTS PHARMACY** 

2. Registration number:

539904

3. Principale Place of

Region Dar Es Salaam, District Kigamboni, Ward Somangila, Postal

**Business:** 

code 17102, Somangila, Mwanzomgumu street, plot no 2

Email privatus.pontian@gmail.com, Phone 0687440558, P.O.Box

4. Contacts:

11187

5. Business activity:

6311 - Data processing, hosting and related activities, Main activity

6. Propriator/Partners:

PRIVATUS AUDAX MULOKOZI

7. Authorized to Operate Bank Account etc:

PRIVATUS AUDAX MULOKOZI

PRIVATUS AUDAX MULOKOZI





Deputy Registrar Business Names

Information printed from the Register of Business Names is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA (ors.brela.go.tz) for an up-to-date information regarding given Business Name.



# **TANZANIA**

Form 22

BRELA

No. 539904

# Certificate of Registration of Change

(Pursuant Section 14 of the Business Names (Registration) Act (Cap 213))

I HEREBY CERTIFY THAT the following change occurred on 24th day of FEBRUARY TWO THOUSAND AND TWENTY FIVE in the particulars registered in respect of MYCRAH STATIONERY AND GENERAL SUPPLIES:

1. Business name changed to read ALL SAINTS PHARMACY

And this change was registered on the 24th day of FEBRUARY TWO THOUSAND AND TWENTY FIVE

GIVEN under my hand at Dar es Salaam this 24th day of FEBRUARY TWO THOUSAND AND TWENTY FIVE.



Sasa

Deputy Registrar Business Names

NOTE – This certificate must be kept in a conspicuous position at the principal place of business. Any change in the particulars originally registered must be notified to the Registrar within twenty eight days.







# JAMHURI YA MUUNGANO WA TANZANIA KITAMBULISHO CHA TAIFA THE UNITED. REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD



### 19850604-12104-00003-28

JINA LA KWANZA: PRIVATUS First Name

MAJINAYAKATI : AUDAX Middle Name

JINA LA MWISHO: MULOKOZI Last Name

JINSI : IM Sek

MWISHO WA MATUMIZI : 28 JAN 2026



Certified as True Copy of the Original Paul Joseph Mbuya Advocate, Notary Public & Commissioner for Gaths
Sign: Arbanya
Bate: The 12025

THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD

19850604-12104-00003-28

Krtambulisho hiki ni mali ya Serikali ya Jamhuri ya Muungano wa Tanzania. Huruhusiwi kukifanyia mabadiliko ya aina yeyote wala kumpatia mtu ambaye haruhusiwi kukitumia. Kama kikipolea, au kuharibiwa taarifa kamili lazima itolewe Kituo cha Polisi na Ofisi ya NDA au Ofisi ya Ubalozi ya Jamhuri ya Muungano wa Tanzania iliyo kanbu.

The Identity Card is the property of the Government of The United Republic of Tanzania. It should not be tempered with or allowed to pass into the possession of unauthorised person. If lost or destroyed the fact and circumstances should immediately be reported to the Local Police and the nearest NIDA office or foreign Mission of The United Republic of Tanzania.

Issued By:

DIRECTOR GENERAL NATIONAL IDENTIFICATION AUTHORITY

### PHARMACY COUNCIL



# PERMIT TO OPERATE THE BUSINESS OF A PHARMACIST

Made under Section 37 of the Pharmacy Act Cap. 311

Permit No. <u>02713-2024</u>

This Permit is hereby granted to M/S Kazigili Pharmacy of P.O. Box 110, Dar es Salaam to operate a Retail Only Business at the premises situated/lying between Plot No. 14, Maji Street, Morocco, Kinondoni Municipality/District in <u>Dar es Salaam</u> Region with Facility Identification Number (FIN) <u>0102713</u> under a superintendent Pharmacist **Yvone Kaitare Stephen** with Personal Identification Number (PIN) **0102037** 

Issued in: October 2020

Expires on: 30 June 2025

27-09-2024

DATE:

SIGNATURE OF REGISTRAR

### CONDITIONS

- This Permit shall have and continue to have effect from and including the day when it is issued and does not authorize the holder to operate business in unregistered premises or during the period of suspension, revocation or cancellation
- The nature of conducting business shall conform to the category of pharmacist business registered

  This permit does not authorize the holder to sell or supply medicines illegally to unlicensed premises.

  When vacating the registered premises, the superintendent pharmacist shall surrender to the Council the original Premises Registration Certificate and Business Permit
- 5. The permit is non transferable and Council reserves the right to suspend, revoke or cancel any certificate or permit issued under this Act if satisfied terms and conditions have been violated



Certified as True Copy of the Original Paul Joseph Mbuya Advocate, Notary Public & Commissioner FILIFF for Oath Sign: Albuya Date: 7/9/2025





### THE UNITED REPUBLIC OF TANZANIA

### **BUSINESS LICENCE**

B.L. NO: BL01396912024-2500019889

The Business Licensing Act (Act No. 25 of 1972)

Issuing Office:

KINONDONI MUNICIPAL COUNCIL

Tax Identification No:

155-479-418

License Issued To:

PETRO DOMICIAN KAZIGILI

for the Business of:

SELLING MEDICINES RETAIL (PHARMACY) - PART 1 POISON

SHOP

**Business Location** 

Region:

Dar es Salaam

Ward

Kinondoni

Street

Kumbukumbu

Principal/Branch:

PRINCIPAL

Amount of Fee Paid:

200,000.00

Date Of Issue:

2024-12-23

Expiring Date:

2025-12-22

This is Digital Copy does not require a signature of authority

NOTE - This license must be kept in a conspicuous position at the place of business. Any change in the particulars originally registered must be notified to the license Issuer

Certified as True Copy of the Original
Paul Joseph Mbuya
Advocate, Notary Public & Commissioner



## AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

### **BETWEEN**

PRIVATUS AUDAX MULOKOZI
(PROPRIETOR)

AND

YVONE · K · STEPHEN
(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST			
This Agreement is made on this day of day of 2025			
BETWEEN			
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business, of one part;			
AND			
YVONE. V. STEPHEN  a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter referred to as the SUPERINTENDENT) of another part.			
WHEREAS the Proprietor wishes to establish and operate a business of a pharmacist which is a regulated business under the Act			
<b>AND WHEREAS</b> in compliance with section 43 of the Act the Proprietor wishes to engage the professional services of a pharmacist to be in charge of his business;			
<b>AND WHEREAS the</b> Superintendent is willing to offer professional services to the proprietor in lieu of remuneration for such services or such other terms and conditions as stipulated hereunder;			
AND WHEREAS the proprietor and superintendent (together referred as "the Parties") are desirous to enter into an agreement, to establish and operate a business of a pharmacist at the terms and conditions as hereinafter appearing;			
AND WHEREAS the Parties agree to establish and operate a business of a pharmacist styled asPharmacy.			
AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS; Interpretation:			
In this Agreement, unless the contrary intention appears, the following words shall denote the meaning assigned to them:			
"Act" means the Pharmacy Act, [Cap 311 R:E 2002] Laws of Tanzania.			
"Agreement" means this Agreement between the parties to establish and operate a business of Pharmacist.			
"Business of pharmacy or pharmacist" includes professional pharmacy practice and any activity			

1.

carried on by a person in relation to medicines, medical devices or herbal medicines;

"Council" means the Pharmacy Council established under section 3 of the Act.

"Pharmacy" means any approved premises wherein or from which any services pertaining to the practice of a pharmacist is provided, and shall include a community Pharmacy, consultant Pharmacy, institutional Pharmacy or wholesale Pharmacy.

"Pharmacist" means a person registered as such under section 16 of the Act.

"Proprietor" means an owner of Pharmacy who is registered as such under the Tanzania Food, Drugs and Cosmetics Act of 2003 and includes his assignees, agents or his legal representatives.

"Registrar" means Registrar of the Council appointed under Section 11 of the Act

"Superintendent" means a Pharmacist In-Charge of the business of a pharmacist who supervises a pharmacy and is registered as such by the Council under the Act.

"Transfer of ownership" means any disposition of ownership of the facility subject of this agreement to a third party either by way of sale, lease, or any other form, which has the effect of changing or transferring power of authority of owning of pharmacy to a third person during existence of its operation

### 2. Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the odd of MARCH 20 25 to 02 day of MARCH 20 26

### 3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the odd of Marc H 20 25

### 4. Obligation of the Parties:

### 4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities;

- 4.1.1 The PROPRIETOR shall pay monthly allowance/emoluments of TZS payable to the SUPERINTENDENT upon discharging his duties and functions as per this Agreement.
  - (a) Provided that the said allowance shall be net off any applicable taxes and/or deductible employment benefits and shall be paid in monthly basis, and no later than the 1<sup>st</sup>day of the following month, unless the delay in payment is communicated to the Superintendent and has accepted to the delay.
  - (b) Where the Proprietor fails to pay a monthly allowance to the Superintendent for **ten** (10) days without any justifiable cause, the Superintendent shall treaty such late payment as a breach of contract and the matter may be taken to court for appropriate legal measure at the expenses of the Proprietor.

- 4.1.2 The Proprietor shall be responsible for purchasing or buying all reference materials necessary for the discharge of the business of a pharmacist and shall ensure at all times the availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- 4.1.3 The Proprietor shall comply with the Laws, Regulations, Guidelines and standards prescribed by the Council and other relevant authorities.
- 4.1.4 Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- 4.1.5 The Proprietor shall hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Council.
- 4.1.6 The Proprietor shall apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.7 The Proprietor shall follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.
- 4.1.8 The Proprietor shall ensure pharmaceutical services are provided with due care and ensure all proper records are maintained and managed well.
- 4.1.9 The Proprietor shall be responsible to report to the Council on poor attendance, service provided or malpractices done by the Superintendent.
- 4.1.10 The Proprietor shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, which includes but not limited to availability of Superintendent log book, PC logo, dispensing register, ledgers etc.
- 4.1.11 The Proprietor shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.12 The Proprietor shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a Superintendent for proper records and professional accuracy.
- 4.1.13 Perform any other duty as the Council may determine from time to time for proper conduct and management the business of pharmacist.

### 4.2 The Superintendent;

For an allowance or emolument stipulated in clause 4.1.1 of this Agreement, the Superintendent shall, with all commitment and professional diligence, take the necessary steps to establish and efficiently supervise the said pharmacy, dealing in Pharmaceuticals.

## The superintendent shall have the following duties and obligations: -

- 4.2.1 Shall obtain from the Council and other appropriate authorities collect the requisite licenses, permits and authorization and keep the pharmacy within the standards and conditions as contained in any written law that regulate and control the business of a pharmacist.
- 4.2.2 Shall ensure physical supervision of the said premises at a minimum of 15 hours in 7 days of the week. Full time pharmacist is more preferable.
- 4.2.3 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- 4.2.4 Shall manage and undertake all technical and professional matters in the pharmacy.
- 4.2.5 Shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day-to-day functions of the pharmacy abide to the law.
- 4.2.6 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.
- 4.2.7 Shall provide pharmaceutical service with due care.
- 4.2.8 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.
- 4.2.9 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.
- 4.2.10 Shall report to the Council on any malpractices or violations done by the Proprietor.
- 4.2.11 Shall ensure availability of all necessary tools for pharmacy operations are in place, i.e. Superintendent logbook, PC logo, dispensing register, ledgers etc.
- 4.2.12 Must ensure whoever is on duty shall appear on a white coat and name tag on it.

- 4.2.13 Shall establish a well-organized management body of the pharmacy of which he supervises.
- 4.2.14 Shall ensure that all certificates (business permit, premises registration, copy of certificate of a Superintendent and any other certificates from other authorities are conspicuously displayed in the premises.
- 4.2.15 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.
- 4.2.16 Shall perform any other duty as the Council may determine.

### 5. Termination

- 5.1 This Agreement shall be terminated:
  - (a) by automatic termination;
  - (b) by mutual consent, or
  - (c) by Notice
- 5.2 The Agreement may automatically be terminated:
  - (i) after the expiry of a term fixed under Clause 2 of this Agreement unless otherwise the parties agree to renew the terms of the agreement.
  - (ii) If the Council cancels the licence, or suspends or removes the name of a **Superintendent** from the Register due to professional misconducts in accordance with section 45 of the Act.
    - Notwithstanding the requirement of this Clause, where termination is due to the cancellation of the Superintendent's licence, or suspension or removal from the Register, Roll or List of Pharmacists, all benefits, allowances or claims due to the Superintendent for the work done for any such of days before the cancellation, suspension or removal shall be paid by the Proprietor prior to termination.
- The Agreement may be terminated at any time by mutual agreement or consent between the parties when they find it appropriate that the agreement be terminated. Provided that where the Agreement is terminated by mutual consent, all claims or allowance due to the **Superintendent** shall be paid in full by the Proprietor prior to termination.

- 5.4 The Agreement may be terminated by notice:
  - (i) By either party by giving a one (1) month' written notice to the other party of the intention to terminate the Agreement;
  - (ii) By either party by yielding to the other party one month's equivalent payment in lieu of a notice as required under Clause 5.4 (i) above.

Provided that a written notice under this clause shall be addressed to the other part and copy shall be submitted to the Registrar for notification.

- Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.
- 5.6 The Parties agree that the Council shall not be obligated to issue another notice of termination but a closure order as per the Act.

### 6. Dispute Settlement

- 6.1 In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.
- 6.2 If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.
- 6.3 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Superintendent from initiating or proceeding to the Commission for Mediation and Arbitration (CMA).

### 7. Applicable Law and Jurisdiction

- 7.1 The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.
- 7.2 Any dispute, controversy or claim arising of or relating to this Agreement or the breach, termination or invalidity or the Agreement shall firstly be settled amicably by the parties.
- 7.3 Unless the matter is not settled in an amicable way within thirty (30) days from the date when the dispute arose, the matter may be taken court of competent jurisdiction for further redress.
- 7.4 in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief

8. The Council will accept additional clauses but this Agreement is a generic contract for guidance only.
IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the date and in the manner herein after appearing.
Signed and delivered by the parties at thisday ofday of
SIGNED and DELIVERED at
In the presence of:  Name: RAMADHAN HAMZA ATHUMAN)  Designation: COMMISSIONER FOR OATHI  Signature:  Address: POBOX 12017, DSM  Date: POBOX 12017, DSM
signed and delivered at
In the presence of:  Name: PAMADHAM HAMZA ATHUMAM!  Designation: Commusionier for OATHS  Signature: For OATHS  Date: OA/03/2025