First draft Memorandum of Understanding (MoU)

The undersigned,

Stichting Sustainable Meat Ethiopia (SME)

a legal person existing under the laws of the Netherlands registered office: Olst-Wijhe, the Netherlands office address: Oude Deventerweg 21, 8121 RK Olst, The Netherlands listed in the Trade Register under number 68546394 for the purpose of this document represented by: Jan Borkent, chairman SME hereinafter referred to as: SME

and

Jacobs Integrated Farm Plc Brand mark: Chico Meat (CM)

a legal person existing under the laws of Ethiopia

registered office: Addis Abeba, Ethiopia

Office address: Dhankaka, Adaa, East Shoa, Oromia, Ethiopia

Business License no.: EIA IP/023837/08

SME and CM shall hereinafter also referred to as 'party' or together as 'parties'.

Whereas:

- 1 SME in its capacity as a Dutch ngo in the field of support for developing countries
- 2 CM as a PLC in Ethiopia in the field of processing of chicken meat
- 2 both parties wish to promote food security and food safety for the national market
- both parties wish cooperate in fields of quality care and food safety, animal welfare, training & education, research, sustainability and corporate social responsibility
- both parties will use their capacity and expertise to create optimal conditions for a strong and sustainable supply chain for chicken meat
- 5 SME can only act as a partner of CM or another legal partner like F&S, because of the legal position of CM or another legal partner in the Ethiopian society

Have agreed to the following:

- The parties wish to build a long term relationships between themselves for their mutual benefits and goals
- The parties intend to explore the possibility of cooperation. During the period of this MoU the parties shall decide if and under what conditions a formal collaborative partnership may be established. Both parties shall assign resources to maintain the integrity of this MoU and promote the MoU within their own environment for the purpose of making the MoU successful.
- This MoU shall not constitute any legal and/or financial obligation between the parties. Each party will bear its own expenses in connection with the above-mentioned explorative phase and the parties will only be bound to a collaborative partnership in a later stage by a formal

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Initials [party]:

SME

- contract. This contract must be realized during and/or directly after the visit of the board of SME to CM in the coming time.
- This MoU takes effect on the date of signature by both parties and will remain in effect until the formal contract has been officially signed by both parties. Each party may terminate this MoU by giving a six months' written notice to the other party.

Further agreements and conditions

- The party CM intends to be the director of the complete supply chain for chicken meat, this means from fodder to consumption stage.
- The party SME has no commercial goals, but will undertake activities and projects that support the economic strength and quality of the supply chain for chicken meat.
- The parties pursue joint decision making from equivalent positions, respecting their respective (business) interest, responsibility vis-à-vis their role, and identity
- SME can appoint and mandate someone to be responsible for participation in daily business of the supply chain on behalf of SME. CM has to approve this assignment before it comes into effect.
- 5 The fundings that SME acquires can be assigned for several areas as mentioned here above. The funds can be applied:
 - as a donation for developing shared goals as training and education, and animal welfare
 - a form of loan like crowd funding for investments in sustainable development like sustainable energy
- The party SME wants to create opportunities for small and medium holder farmers to participate in the sustainable supply chain. In this approach the target group of women needs to get special attention, prioritizing their inclusion in the supply chain.

Agreed, drawn up in duplicate and signed at [place] on [date],

For and on behalf of Foundation Sustainable Meat Ethiopia

For and on behalf of Jacobs Integrated Farm Plc Chico Meat

Jan Borkent

Jaco Dekker/Jaco Hendriksen

Pebre Zo:L

The Netherlands

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Ethiopia

Initials [party]:

SME