

2025

Department of Corporate and
Commercial Services

Ministry of Justice

MEMORANDUM OF UNDERSTANDING (MoU)

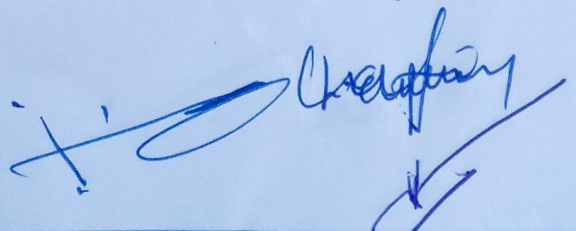
BETWEEN

MINISTRY OF FINANCE INCORPORATED (MOFI)

AND

ZETA AUTOS LIMITED

**FOR THE ESTABLISHMENT OF THE ASSEMBLY PLANT FOR PRODUCTION
OF TRICYCLES, MOTOR BIKES, RICKSHAWS, AND FARM TRACTORS
UNDER A JOINT VENTURE FRAMEWORK**



This Memorandum of Understanding (MoU) is made on this ^{14th}..... day of ^{Nov}..... 2025.

BETWEEN

EDO STATE GOVERNMENT OF NIGERIA, represented by the Permanent Secretary, Ministry of Finance, Edo State, for and on behalf of Edo State, a State of the Federal Republic of Nigeria, having perpetual succession, and a seat of Government at Government House, 1 Dennis Osadebey Avenue, GRA, Benin City, Edo State (hereinafter referred to as "**EDSG**" of the first part;

AND

ZETA AUTOS LIMITED, a company duly incorporated under the laws of the Federal Republic of Nigeria, with registration No RC:1935030, whose registered office is at plot 775 Cadastral zone, Off Atiku Abubakar way, Idu Industrial layout, Abuja (hereinafter referred to as the "**ZAL**" of the other part.

EDSG and ZAL are collectively referred to as the "Parties" and individually as a "Party", where the context so requires.

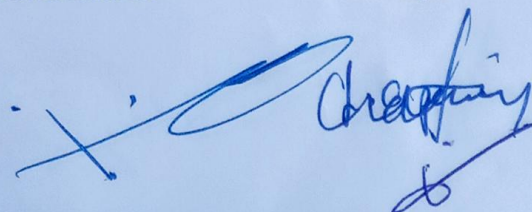
WHEREAS:

1. EDSG is desirous and committed to promoting industrial growth, economic diversification, and agricultural mechanization within the state while prioritizing economic growth, sustainable development in Esan Central Local Government Area, of Edo State.
2. ZAL represents to EDSG that it has the technical capacity, financial strength, and operational experience in the automotive and machinery sector, particularly in assembling rickshaws and farm tractors.
3. The Parties desire to collaborate under this MoU to establish an assembly plant for rickshaws and farm tractors in Esan Central, in Edo State, to enhance local manufacturing, job creation, and technology transfer in the State.

IN CONSIDERATION of the mutual promises, assurances, guarantees, and undertakings, the Parties hereby agree as follows:

1. PURPOSE OF THE MoU

The Parties hereto have agreed to enter into this MoU to provide a framework of collaboration between the Parties for the development, financing, construction, operation, and maintenance of a Modern Assembly Plant for the production and assembly of tricycles, motor bikes, rickshaws, and farm tractors in Edo State ("the Project").



2. SCOPE OF WORK.

Subject to and in accordance with the terms and conditions outlined in this MoU, applicable Laws, regulations, and permits, ZAL shall undertake the design, construction, and operation of an assembly plant with an estimated annual capacity of:

- 2.1 30,000 (Thirty Thousand) Units Tricycle;
- 2.2 20,000 (Twenty Thousand) Units Tractor;
- 2.3 Assembly of environmentally compliant, durable rickshaws and farm tractors.

3 COMMENCEMENT AND DURATION

The parties agree that this MoU shall become effective on the date of execution by the Parties ("Commencement Date"), and shall be for a term of ten (10) years from the Commencement Date, unless terminated by the Parties in accordance with this MoU, or until definitive agreements are executed between the Parties.

4 RENEWAL

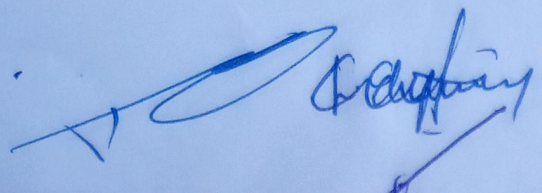
- 4.1 This Agreement may be renewed by mutual consent of the Parties.
- 4.2 Where ZAL intends to renew the MoU, ZAL shall send a renewal notice to EDSG at least three (3) months before the expiration of the MoU.
- 4.3 Where ZAL intends not to renew this MoU, it shall send a notice in writing to EDSG within Thirty (30) days of its intention of non-renewal of the MoU.
- 4.4 If neither party takes action in furtherance of the provisions of 4.2 and 4.3 above, the Agreement shall terminate by effluxion of time.

5 OBLIGATIONS OF PARTIES

- 5.1 The Obligation of EDSG

EDSG shall:

- 5.1.1 Facilitate the allocation of a suitable land for the project;
- 5.1.2 Where possible, provide support such as roads and electricity infrastructure to the project site.
- 5.1.3 Support the acquisition of necessary licenses, permits and regulatory approvals.
- 5.1.4 Offer investment incentives and fiscal benefits as applicable under State laws.
- 5.1.5 Collaborate in promoting local stakeholder engagement.



- 5.1.6 Provide security infrastructure support by facilitating the location of a security checkpoint in proximity to the assembly plant.
- 5.1.7 Support the Joint Venture business by procuring 20,000 (Twenty Thousand) units of Tricycles, 15,000 (Fifteen Thousand) units of Motor Cycles, and 10,000 (Ten Thousand) units of farm Tractors produced at the assembly plant over a staggered period of 5 years.

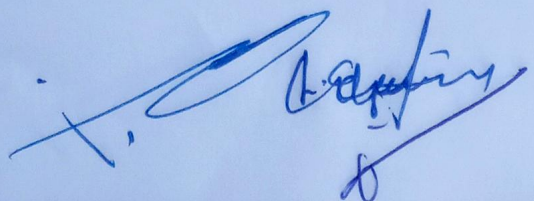
5.2 The Obligation of ZAL

ZAL shall:

- 5.2.1 At its own cost, conduct technical and financial feasibility studies.
- 5.2.2 Mobilize funds for the project through equity, debt, or other financing options.
- 5.2.3 Design, build, equip, and operate the assembly plant according to industry and environmental standards.
- 5.2.4 Employ and train local personnel and ensure technology transfer.
- 5.2.5 Maintain high standards of health, safety, and environmental compliance.
- 5.2.6 Include research and development, local content development, and skills training for the locals during the implementation of the Project.

6 PROJECT SPV

- 6.1 Upon the execution of this MoU, both Parties shall procure the incorporation of a Special Purpose Vehicle (SPV). The SPV shall be set up under a Joint Venture (JV) initiative called ZETA AUTOS EDO STATE ASSEMBLY PLANT LIMITED or any such name agreed upon by the Parties.
- 6.2 The SPV shall have an initial authorized share capital of ₦1,000,000 divided into 1,000,000 ordinary shares of ₦1.00 each.
- 6.3 The initial share capital shall be allocated as follows:
 - EDSG - 20%
 - ZAL - 80%
- 6.4 The SPV shall have a total number of 5 (Five) directors. EDSG shall appoint 2 (two) directors, and ZAL shall appoint 3 (Three) directors.
- 6.5 The parties will negotiate and execute definitive agreements to formalize and give effect to the provisions outlined in this Clause.
- 6.6 It is agreed and understood that costs incidental to the registration of the SPV and execution of any definitive agreements shall be borne by the Parties in proportion to their respective interest.



7 ASSIGNMENT

The Obligations herein shall not be assigned, except with the mutual agreement of both parties.

8 TERMINATION

8.1 Either party may, by notice in writing to the other Party, immediately terminate this MoU, without liability for compensation or damages:

8.1.1 where the Parties are unable to fulfill their respective obligations outlined in Clauses 5 & 6 of this MoU within 2(Two) years of execution of this MoU; or

8.1.2 where the other Party fails or neglects to fulfill its obligation under this MoU satisfactorily.

8.2 Termination under this Clause shall not affect the obligations already undertaken or accrued rights.

9 SEVERABILITY

It is therefore agreed and understood that if any provision of this MoU becomes illegal, invalid, or unenforceable in any respect, the illegality, validity, and enforceability of the other provisions of this MoU shall not in any way be affected or impaired.

10 CONFIDENTIALITY AND NON-DISCLOSURE

Both parties agree to maintain the confidentiality of shared proprietary or sensitive information and not disclose it to third parties without prior written consent, except as required by law.

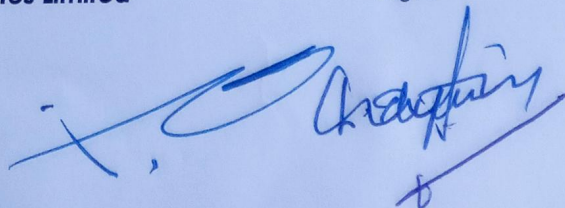
11 DISPUTE RESOLUTION

11.1 Amicable Resolution

Save where expressly stated otherwise in this Agreement, in the event of any dispute, difference or controversy of whatsoever nature arising between the Parties under or in relation to this Agreement, including disputes relating to non-completion of the Service, either party shall notify the other party in writing, providing sufficient details as to the nature of the matter in dispute. In the first instance, both parties shall attempt to resolve the dispute amicably.

11.2 Arbitration of Disputes

In the event that the parties are, within Fifteen (15) days unable to amicably resolve any Dispute pursuant to Clause 11.1, then the dispute shall be referred to a single arbitrator by mutual consent of the parties,



where the Parties are unable to agree on the choice of an arbitrator, either of the Parties shall apply to the Chartered Institute of Arbitration for the appointment of an arbitrator who shall be appointed in accordance with the Arbitration and Conciliation Act, 2023.

- 11.2.1 The Arbitration proceedings shall be conducted in Edo State, Nigeria; the language of the arbitration shall be English, and the award shall also be rendered in English.
- 11.2.2 The conduct of the arbitration (including any resort to a court for the provisional remedy) and any other question of arbitration law shall be governed by the laws of the Federal Republic of Nigeria.
- 11.2.3 Without prejudice to the outcome of any ongoing dispute settlement, each party shall continue to perform all of its obligations under this Agreement until the Agreement has been terminated or ended as provided in this Agreement.
- 11.2.4 The decision of the arbitrator shall be final and binding on all parties. Provided, however, that any of the Parties may institute an action in any court of competent jurisdiction without prior recourse to arbitration if it is of the opinion that its interest is in jeopardy.

12 GOVERNING LAW

This MoU shall be governed by and construed in respect of and in accordance with the laws of the Federation of Nigeria.

13. WAIVER

Any waiver by any Party hereto of any breach of this MoU of any kind or character whatsoever by the other Party, whether such waiver is direct or implied, shall be construed as a continuing waiver or consent to any subsequent breach of this MoU on the part of the other party.

14. COUNTERPARTS

This MoU may be executed in more than 1 (one) counterpart, each of which shall constitute an original, but which together shall constitute 1 (one) instrument, provided that the parties sign at least 1 (one) counterpart.

15. NOTICES

Unless otherwise stated, notices to be given under this MoU shall be in writing and shall be delivered by hand, recognized international courier, with

acknowledgment of receipt documented and exchanged for verification and references, to the Parties at their respective addresses set forth below:

If to **EDSG**,
Ministry of Finance Incorporated (MOFI),
Block A, 1st Floor,
Palm House,
Benin City,
Edo State
Email: mofi@edostate.gov.ng

If to **ZAL**
Plot 775 Cadastral zone,
Off Atiku Abubakar way,
Idu Industrial layout,
Abuja.
Email: infozetaautos@gmail.com
Phone no: +234 908 627 1111
+234 913 272 5336

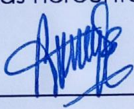
16. FORCE MAJEURE

- 16.1 Neither Party will be liable for damages or otherwise for any failure or delay in performance of any obligation hereunder other than any obligation to perform, where such failure or delay is caused by force majeure, being any event or occurrence or circumstance reasonably beyond the control of that Party, including but without limitation or prejudice to the generality of the foregoing, failure or delay caused by or resulting from acts of God, strikes, fires, floods, wars, (whether declared or undeclared), riots, civil disturbance or unrest, embargoes, restrictions imposed by any Government authority or person purporting to act therefore.
- 16.2 The Party whose performance is so affected shall immediately notify the other hereto, indicating the nature of such cause and, to the extent possible, inform the other Party of the expected duration of the force majeure event.
- 16.3 The time for the Party subject to the force majeure event to perform its obligations under the Agreement (other than the obligation to perform its obligation when due to the other provided under this Agreement, which shall not be suspended) shall be extended during any period during which these obligations are prevented, hindered, curtailed or

delayed by reason of any force majeure event up to a period of 30 consecutive days. If any of these obligations shall be prevented, hindered, curtailed, or delayed for more than fifteen (15) days, either Party may terminate this Agreement with respect to such delivery upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused their Common Seals to be hereunto affixed the day and year first above written.

THE COMMON SEAL of the within-named Organization, **EDO STATE MINISTRY OF FINANCE INCORPORATED** was hereunto affixed by:

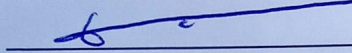


PERMANENT SECRETARY

In the presence of:


Name..... Josephine A. Eshemokhai-ozor (Mrs)
Address..... Ministry of Finance
Occupation..... Govt Servant

THE COMMON SEAL of the within-named company, **ZETA AUTOS LIMITED**, was hereunto affixed in the presence of:


DIRECTOR
DIRECTOR/ SECRETARY

The execution of this MOU was supervised by

Name..... Stella Omaregbe

Signature..... 

State Counsel
For and on behalf of
The Edo State Ministry of Justice.

