

Our ref: T/BRJ/029/BUL1/18

May 11, 2018

The Directors
Bbrood Uganda Limited
Yusuf Lule Road
109A Namuwongo Road
P.O Box 26599
Kampala, Uganda

Dear Sirs,

**ENGAGEMENT LETTER –INCOME TAX COMPLIANCE SERVICES FOR THE YEARS ENDED
DECEMBER 31, 2016, 2017 AND 2018**

1. Introduction

- 1.1** Thank you for appointing us as the tax advisors of Bbrood Uganda Limited (the "Company") for the years ended **December 31, 2016, 2017 and 2018**. This engagement letter, together with the attachments (the "Engagement Letter"), sets out the basis upon which we will provide tax services to the Company (the "Engagement").

This engagement supersedes any previous proposals, correspondence and understandings, whether written or oral and will stay in force unless terminated by a subsequent agreement or understanding in writing.

2. Responsibilities of the tax advisor

- 2.1** We will be responsible for the Company's income tax compliance for the years ended **December 31, 2016, 2017 and 2018**. We will not deal with earlier periods unless you specifically ask us to do so and we agree.

3. Responsibilities of Directors

- 3.1** The responsibility of maintaining proper accounting records and preparing financial statements, including adequate disclosure is that of the management of the Company.
- 3.2** The responsibility for the late filing of the final income tax returns for the period ended 2016 will be on the directors and management of the company.

4. Personnel

- 4.1** Robert Busuulwa will be responsible for the conduct of this Engagement on our behalf. Our contact details are as follows;

Contact Person: Mr Robert Busuulwa
Direct telephone: +256 782 604 832
Email address: robert.busuulwa@mazars.ug

5. Fees

- 5.1** Our fees are calculated and have been agreed in accordance with Schedule III attached.

Schedule III – Our Fees

Our fees are based on the degree of responsibility and skill involved and the time required to complete the assignment, plus expenses.

We have agreed to fix our fees for the tax services as specified in Schedule I of this Engagement Letter. Ours fees will be;

- **USD 1,000 (One Thousand United States Dollars Only)** for the year ended December 31, 2018;
- **USD 800 (Eight Hundred United States Dollars Only)** for the year ended December 31, 2017; and
- **USD 800 (Eight Hundred United States Dollars Only)** for the year ended December 31, 2016.

Our fees for any subsequent tax services will be revised and communicated to you annually in writing.

Our fees are exclusive of VAT, which is currently charged at 18%.

Our business terms require that we bill for our fees in full on commencement of this engagement. We will present our invoice, which will be due for payment on submission.

We will notify you immediately of any circumstances that we encounter which could significantly affect our fees.

The timely completion of the tax work requires the full co-operation of your staff in the provision of records, documentation, other information and explanations relevant to the tax work. Estimates of time for completion of the tax work are given on the assumption that we receive this co-operation. We may charge additional fees and expenses which result from delays in providing this co-operation.

Incidental and out-of-pocket expenses such as travelling, subsistence, any special telecommunications or commuting charges and any other expenses properly incurred while engaged on your business, whether at your premises or elsewhere, will be charged at cost.

We reserve the right to charge 2% interest of our professional fees per month the fees are outstanding in the case of no communication or failure to uphold the business terms in this engagement letter.

