

Our ref: T/BRJ/o63/IUL1/16

August 14, 2017

Ms Virginia Nkwanzi-Isingoma
Director Public Affairs
Ipsos (U) Limited
32 Lumumba Avenue
3rd Floor Padre Pio House
P.O. BOX 21571
Nakasero, Kampala

Dear Ms Nkwanzi-Isingoma,

ENGAGEMENT LETTER – TAX ADVISORY AND LITIGATION SUPPORT SERVICES

1. Introduction

- 1.1 Thank you for appointing us to provide tax advisory and litigation support to Ipsos (U) Limited (the "Company"). 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 provide litigation support to the Company's legal advisors, Birungyi Barata & Associates, in regards to the ongoing application at the Tax Appeals Tribunal ("TAT") (No.6 of 2015- IPSOS v Uganda Revenue Authority) as indicated in *Schedule I*. We will also provide tax advisory services to the Company in regards to the Value Added Tax ("VAT") exposure as far as the associated party disclosure form requested by the Uganda Revenue Authority ("URA") is concerned. We will not deal with any other matters unless you specifically ask us to do so and we agree.
- 2.2 This engagement letter will lapse as soon as the TAT issues its decision to the Company and upon submission of the Associated Party Disclosure form to the URA. We may enter into another engagement understanding for the purposes of pursuing the matter to higher courts of law, if asked to do so, and we agree.

3. Responsibilities of Directors

- 3.1 The responsibility of maintaining proper accounting and tax records and preparing financial statements, including filing the Company's tax returns, is that of the 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 +256 414 660 071

Email address: robert.busuulwa@brj.co.ug

BRJ Advisory Services is a *Correspondent of Mazars*.

Mazars is a global professional services firm providing services based on quality and integrity. It draws Knowledge and skill from more than 13,000 professionals in 77 countries. Mazars is also a member of Praxity Alliance, which enables Mazars to operate in 14 additional countries with additional 14,000 professionals

Schedule III – Our Fees

Our fees under this engagement letter are divisible and separate for each part of our scope under Schedule I. They 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 support services as specified in Schedule I of this Engagement Letter. Ours fees will be;

- **USD 4,950 (Four Thousand Nine Hundred and Fifty United States Dollars)** for the tax litigation support services in paragraph 1 of Schedule I of this engagement letter; and
- **USD 1,900 (One Thousand Nine Hundred United States Dollars)** for the tax advisory services in paragraph 2 of Schedule I of this engagement letter.

Our fees for any subsequent tax services, which would be the subject of an agreed engagement, will be communicated to you in writing. All additional fees will require the prior written approval of the Company.

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

Our business terms require that we bill for our tax advisory and litigation support services as follows;

- 50% of our total fees for Paragraph 1 and 2 of Schedule I at the commencement of this engagement;
- The balance of our fees for the litigation support under paragraph 1 of Schedule I will be payable upon the TAT's issuance of its decision to the Company;
- The balance of our tax advisory services fees in paragraph 2 of Schedule I are due upon submission of the APD form to the URA.

We will present our invoice, which will be due for payment within 30 days of 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.

