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Limited Liability Company. Registration: 80010000981603, TIN: 1012811361, NSSF: NS086087BUG

To,

.....
Kampala, Uganda

April 9, 2019

NON EXECUTIVE DIRECTOR APPOINTMENT & AGREEMENT

The above refers,

The Board of the Company is pleased to formalise your appointment as a Director of the Company's Board of Directors ("Board").

Your position as a non-executive director on the Board will continue on the terms set out below ("Agreement") and the parties hereto agree as follows:

1. Appointment

1.1 The terms of this Agreement have effect on and from 12-3-2019, the date of your appointment. The position is subject to the Articles of Association/Constitution of the Company and applicable company law. Nothing in this letter shall be taken to exclude or vary the terms of the Articles of Association/Constitution as they apply to you as a director of the Board.

1.2 Your appointment is for a period of twelve months.

2. Duties

2.1 As a non-executive director you shall have the same legal responsibilities to the Company as any other director and shall be required to take decisions in the best interests of the Company.

2.2 It is your responsibility to make yourself aware of, and to comply with, all statutory and common law duties relevant to acting as a director.

2.3 You will undertake your duties to the best of your skill and ability and will discharge your responsibilities as a director of the Company in good faith and in the interests of the Company.

2.4 You will declare potential conflicts of interest to the Board as soon as they are apparent to you.

2.5 You will devote such time and attention as is necessary for the proper discharge of your responsibilities as director and the effective performance of your duties. It is anticipated that you will spend not less than one day and not more than 5 days a month in the discharge of your duties.

2.6 You will use your best endeavors to attend all Board meetings, board sub-committee meetings, the Company's annual general meeting (AGM) and other shareholder meetings from time to time.

2.7 Subject to your availability, you may from time to time be consulted by the company or other directors, to present in person, in meetings, or via media, on matters relevant to your experience.

2.8 You have no personal authority to commit the Company or to enter into any legally binding obligation on behalf of the Company or to exercise any powers of the Company.

Go Big Finance & Mentorship Hub Limited

GoBig House, Muwafu Road, Plot 8A, Ministers' Village, Ntinda, Kampala, Uganda. P. O. Box 4215,

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3. Fees and Expenses

- 3.1 As non-executive director, you are not entitled to fixed salary, allowances, or remuneration.
- 3.2 Subject to the prior approval of the Company and the production of receipts or other reasonable evidence of expenditure, the Company will reimburse all travelling and other out of pocket expenses necessarily and properly incurred by you in connection with your duties as a non-executive director.
- 3.3 You will not be entitled to any additional fees, benefits or other emoluments for holding office as a non-executive director of any subsidiary of the Company.
- 3.4 Upon ceasing to be a director, you shall not be entitled to receive any payment or other benefit by way of compensation for loss of office, damages or otherwise except accrued director's fees for past services and the reimbursement of expenses as provided in this Agreement.
- 3.5 All related taxes, including PAYE, will be deducted in paying you any director's fees due.
- 3.6 You agree to fully indemnify and keep indemnified the Company in cash on demand against any taxation national insurance, social security contribution or other taxation of any nature whatsoever suffered or incurred by the Company in relation to any fee or other payment made to you pursuant to this Agreement.
- 3.7 Share options or shares may be granted or issued to you as approved by the Board in relation to your role as Non-Executive Director. Your entitlement, if any, to any share options or shares will only arise if and when determined by formal resolution of the Board, may be subject to your entering into an appropriate share option or share purchase agreement and will, in any event, be subject to the terms of the Company's then-current share option scheme. No informal communication relating to share options or remuneration is binding on the Company, whether given before or after the date of this Agreement.

4. Confidentiality

You will not, while you hold office as a director of the Company, or at any time after you have ceased to hold office (i) use for your own benefit or for the benefit of any other person, firm, company or organisation, or (ii) disclose to any person, firm, company or organisation, or (iii) divulge or publish: any secret, confidential or proprietary information relating to the Company or its business or affairs or relating to any subsidiary or affiliate undertaking of the Companies or their business or affairs (including business or affairs of a third party entity to which you may have access as a result of your position with the Company) except in the proper performance of your duties, or with the prior authorisation of the Board, or as required by law.

5. Other Obligations

You will provide all necessary information to enable the Company to comply with the statutory requirements in respect of its register of directors and its register of the interests of directors and their spouses and children in the Company's shares or debentures. This obligation continues after termination of your directorship or this Agreement.

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6. Termination

6.1 Your appointment may be terminated:

- (a) by you, if you resign as a director, which you may do at any time by giving written notice to the Company; or
- (b) if you vacate office or are removed from office as a director in accordance with the Company's Articles of Association/Constitution or applicable company law; or
- (c) by the Board, on written notice if you act in a manner which is likely to bring you, the Company or any subsidiary of the Company into disrepute; or
- (d) if the Board resolves to give you not less than one month notice to terminate your appointment, on the expiry of which you shall resign as a director.

6.2 Upon termination of your directorship of the Company, you will automatically be deemed to have presented your resignation from the Boards of any group company with immediate effect.

6.3 You will not be entitled to any compensation as a result of loss of office in accordance with the terms of this Agreement.

7. Company's Property and Documents

7.1 Following the termination for any reason of your appointment you will return any property of the Company in your possession and deliver to the Company any documents in your possession which relate to the Company's business or affairs or to any subsidiary or subsidiary undertaking of the Company or its business or affairs.

7.2 By signing this Agreement you consent to the Company holding and processing information about you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data.

7.3 This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. This Agreement may be amended or supplemented only by a written notice that refers specifically to this Agreement and is signed by duly authorised representatives of both parties.

7.4 This agreement will be governed by Ugandan law.

Please confirm your agreement to the above by signing and returning this Agreement.

Yours sincerely,

..... Name..... Signature.....Date
For and on behalf of GO BIG FINANCE AND MENTORSHIP HUB LIMITED, "the COMPANY"

I confirm and agree to the above

..... Name..... Signature.....Date
DIRECTOR

Go Big Finance & Mentorship Hub Limited

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