

## **UBA CAMPUS AMBASSADORSHIP AGREEMENT**

This Campus Ambassadorship Agreement is made and entered into on the Effective Date stated below, by and between United Bank for Africa Plc (hereinafter referred to as "UBA" or "the Bank") and the undersigned individual (hereinafter referred to as "the Ambassador").

### **1. TERM OF AGREEMENT**

This Agreement shall commence on the date of signing (10<sup>th</sup> of April, 2025) and remain in effect for a period of three (3) months, unless terminated earlier as per the terms outlined herein.

### **2. ROLE AND RESPONSIBILITIES**

The Ambassador agrees to perform the following duties:

#### **a) Account Acquisition & Activation**

- Actively promote and drive the opening of UBA NextGen Accounts among students on campus.
- Achieve a minimum monthly target of 20 NextGen accounts, ensuring at least 15 of them are funded with a minimum of ₦2,000 each.

#### **b) Marketing & Engagement**

- Encourage student participation through referral promotions and other engagement activities.
- Participate in UBA marketing activations, events, and campus campaigns as required.

#### **c) Reporting & Performance Tracking**

- Submit bi-weekly progress reports detailing accounts opened, funded accounts, marketing efforts, and challenges faced.
- Provide feedback and suggestions to improve UBA's presence and account acquisition strategy within the academic community.

### **3. COMPENSATION AND INCENTIVES**

In consideration of the services provided, UBA agrees to compensate the Ambassador as follows:

- A base stipend of ₦20,000 per month for achieving the monthly target of 20 accounts, with at least 15 funded.

- A reduced stipend of ₦10,000 for Ambassadors who do not meet the full target but meets 70%.
- A performance-based bonus of ₦2,000 per additional funded account beyond the 20-account target.
- Access to exclusive branded materials, marketing support, and potential career development opportunities with UBA.

#### **4. PERFORMANCE EVALUATION & CONTRACT RENEWAL**

- Performance will be reviewed on a monthly basis.
- Underperforming Ambassadors **(who failed to meet target for the first month)** may be subject to contract termination.
- Exceptional performance may result in contract renewal or further opportunities with UBA.

#### **5. CODE OF CONDUCT & COMPLIANCE**

As a representative of UBA, the Ambassador agrees to:

- Maintain confidentiality regarding UBA's internal marketing strategies and customer information.
- Uphold high ethical standards, ensuring honest promotion of UBA's services without misleading potential customers.
- Avoid any fraudulent activities, misrepresentation, or unauthorized financial transactions.
- Ensure that all promotional activities align with UBA's brand guidelines and do not bring the Bank into disrepute.

**Failure to adhere to these guidelines may result in immediate termination of this contract.**

#### **6. LIABILITY**

- The Ambassador shall be liable to the Bank for any loss, damage, or expense incurred by the Bank arising from the Ambassador's negligence, misconduct, or breach of this Agreement.**
- The Ambassador agrees to indemnify and hold the Bank harmless against any claims, damages, or liabilities resulting from their actions or omissions while performing their duties under this Agreement.**
- The Ambassador shall be responsible for any harm or damage caused to persons or property in the course of carrying out their responsibilities for the Bank.**

- d. The Ambassador acknowledges the Bank's intellectual property rights and agrees not to use, reproduce, or distribute any such materials without prior written consent.
- e. The Ambassador warrants that they have the necessary rights or permissions to use any content or materials provided to the Bank and shall indemnify the Bank against any third-party claims relating to intellectual property infringement.

## **7. CONFIDENTIALITY**

- a. Each party acknowledges that during the term of this Agreement, it may become acquainted with or have access to Confidential Information belonging to the other party and agrees that all information and data disclosed pursuant to this Agreement shall be deemed confidential and shall not be divulged to any third party at any time without prior written agreement of the disclosing Party.
- b. Confidential Information for the purpose of this Agreement shall be any document, paper, material, or information (either directly or indirectly) in writing or communicated orally or by any form or medium regardless of whether such information or materials are specifically marked as "confidential" by a Party to the other concerning the activities or business of that Party
- c. Each Party shall also notify the other promptly in writing in the event such Party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other Party and will cooperate in good faith to remedy such occurrence to the extent reasonably possible.

## **8. WARRANTIES & UNDERTAKINGS**

The Ambassador warrants and undertakes that:

- a. They are at least 18 years of age and have the legal capacity and authority to enter into this Agreement and perform their obligations hereunder;
- b. They have obtained all necessary approvals, permissions, or authorizations (where required) from their school to act in the capacity of an Ambassador for the Bank;
- c. They shall carry out their responsibilities diligently, professionally, and in accordance with the standards expected by the Bank;

- d. They possess the necessary skills, competence, and personal attributes to represent the Bank effectively;**
- e. They shall perform their duties with reasonable care, integrity, and good judgment at all times;**
- f. They shall respond promptly to communications or requests from the Bank in accordance with agreed timelines;**

## **9. DEFAULT**

The Ambassador shall perform their duties in accordance with the terms of this Agreement. In the event of a failure by the Ambassador to fulfill any of their obligations or to perform to the satisfaction of the Bank, the Bank shall issue a written notice identifying the default. The Ambassador shall take immediate steps to rectify the issue.

If the default is not resolved within seven (7) business days to the satisfaction of the Bank, the Bank reserves the right to terminate this Agreement with immediate effect.

## **10. TERMINATION OF AGREEMENT**

**Either party may terminate this Agreement under the following conditions:**

### **a) Voluntary Termination**

- Either party may terminate this contract with a 7-day written email notice.

### **b) Immediate Termination by UBA**

UBA reserves the right to immediately terminate this Agreement if the Ambassador:

- Engages in fraudulent activities or any form of misconduct.
- Fails to meet performance expectations.

Violates any of the terms outlined in this Agreement) In the event of termination of this Agreement, the Ambassador shall immediately hand over to the Bank all materials, documents, information, and property of the Bank in their possession or custody. The Ambassador shall also ensure a smooth transition by providing details and status updates on any ongoing activities, engagements, or bookings related to their role.

## **11. ASSIGNMENT**

The Ambassador may not assign this Agreement without the prior written consent of the Bank such consent not to be unreasonably withheld.

## **12. WAIVER**

The failure by either Party to enforce at any time or for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of such term or condition or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

## **13. GENERAL PROVISIONS**

- This Agreement does not create an employer-employee relationship between UBA and the Ambassador. The Ambassador an independent contractor and shall not be deemed to be an agent, servant, or representative of UBA.

The Ambassador shall not claim to be an employee of UBA under any circumstances.

## **14. GOVERNING LAW**

**This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.**