



MAISHA AIR AMBULANCE COVER AGREEMENT

BETWEEN

AMREF FLYING DOCTORS

&

MAISHA AIR AMBULANCE COVER AGREEMENT

PARTIES TO AGREEMENT

This Agreement is made between the AMREF Flying Doctors (hereafter referred to as "AFD" which expression shall, where the context so requires, include AMREF Flying Doctors' successors in title and permitted assigns) of Wilson Airport, P.O. Box 18617-00500, Nairobi and -----

(Hereafter referred to as "GARDENIA AFRICAN SAFARIS LTD" which expression shall, where the context so requires include the Company's successors in title and permitted assigns) of P.O. Box 276 ARUSHA -----

PREAMBLE

- A. AMREF Flying Doctors provides air medical evacuation services.
- B. The Company wishes to contract AFD to provide air medical evacuation services under the name "Maisha Cover".
- C. This Agreement sets out the terms on which air medical evacuation services will be provided by AFD for GARDENIA AFRICAN SAFARIS LTD (hereafter referred to as "-----") the Company who will be entitled to call AFD in the event of medical emergency.

1. DEFINITIONS AND INTERPRETATIONS.

- 1.0 In this Agreement (including the preamble and Annex), unless the context otherwise requires, the following words shall have the following meanings:
- i) "Clients" means the Company's clients entitled to receive the services comprised in the Maisha Cover product.
 - ii) Maisha Tourist Cover product" means a product that gives our clients under this COVER an access to our immediate response.
 - iii) "Effective Date" Means the date that the Maisha cover commences as indicated in section 8 of this contract
 - iv) "Commencement date "Means the date on which an individual/Company becomes a member on or after the effective date and subsequent renewal dates.
 - v) "Control Centre" means the AFD 24-hour 365-day control centre.
 - vi) "Subscription fee Fees" means the tourist fee in respect of each Client to be paid by the Company to AFD as an activation fee for AFD to respond to an emergency.

vii) "Exclusion" means a category of situations as highlighted in section 4 of this contract, and their related conditions that are excluded from the Maisha cover and which AFD shall not be liable

viii) "We, Us, Our" shall mean AFD.

1.1 In this Agreement (including the preamble and the Annex), unless the context otherwise requires:

i) References to Sections, clauses, sub-clauses and the Annex, unless otherwise provided, are to be construed as references to the sections, clauses and sub-clauses of and the annex to this Agreement.

ii) the expression "party" shall mean a party to this Agreement and "parties" shall be construed accordingly.; and

iii) the word "tax" shall be construed so as to include any tax, levy, impost, assessment, duty or other charge of a similar nature (including, without limitation, value added tax, stamp duty, capital gains tax and any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.2 Section headings are for convenience only and shall not affect the construction of this Agreement.



2. THE MAISHA TOURIST COVER SERVICE

In consideration of the Company paying the Subscription Fees, AFD agrees to provide the following services, under the Maisha Tourist Cover service:

- i **Unlimited** evacuation flights per subscription period.
- ii **Unlimited** ground ambulance transfers per subscription period within Kenya
- iii Direct access to our 24 Hour Control Centre for medical advice
- iv Direct access to the air ambulance provider, no third party

3. FLYING CONDITIONS AND CHOICE OF AIRCRAFT

AFD will make every effort to accommodate the Clients' requirements for patient evacuation. However, AFD retains the right to use its judgment in all cases particularly in circumstances involving the safety of people and aircraft. In extreme medical emergency situations AFD will use its best endeavors to evacuate the patient(s) subject to safety and operational considerations at the time of request and or confirmation of flight. The final decision to evacuate rests with AFD. Any reason/s for declining a request for evacuation will be given within reasonable time.

4. EXCLUSIONS & LIMITATIONS

Aero medical evacuations shall be subject to clearances from the relevant civil aviation authorities as well as operational considerations at the time of request and/ or confirmation of flight. AFD Maisha subscription allows for unlimited air evacuations to Nairobi, Kenya in case of a medical emergency during the period of the cover. AFD reserve the right to direct the member for consultation with a doctor or relevant medical personnel to assess the members' medical needs before an evacuation is activated. Only registered clients are covered by this scheme. Subscription is not transferrable between persons. Identification (passport or similar) will be required to confirm subscription status before the evacuation takes place. AFD will not pay for expenses arising from or authorize a free evacuation when requested in relation to any of the following:

- 4.1 Out of hospital treatment - any out of hospital treatment or an evacuation that is requested for mild lesions, simple injuries like sprains or simple fractures and mild illnesses, which are able to be treated locally.
- 4.2 Acute illness or injury at the time of enrolment - any evacuation for an acute illness or injury that a subscriber was being treated for at the time of or immediately prior to enrolment.
- 4.3 Inpatient medical cost - any inpatient medical costs.
- 4.4 War, political violence, civil unrest - An evacuation for injury sustained as a result of willfully taking part in war, political violence or civil unrest.
- 4.5 Search & Rescue - search/rescue operations if a subscriber is lost in a remote area.

4.6 Criminal activity - any evacuation arising from or related to injuries sustained whilst engaging in a criminal or unlawful act.

4.7 Contamination - the evacuation for any conditions arising directly or indirectly from chemical or biological contamination, however caused or from contamination caused from nuclear fission, ionizing radiation or by radioactivity from nuclear fuel or waste.

NB: Fraud, whether attempted or actual, will be treated very seriously. Any detected fraud will render the subscriber liable to pay in full any costs incurred by AFD, who reserve the right to take legal action if necessary. Outside of this scheme it may be possible to offer evacuations on a fee for service basis to the member.

5. AFD' OBLIGATIONS

- 5.1 To fulfil the services as stipulated in this agreement until expiry of the agreement as indicated in clause 10.
- 5.2 To provide the Company the Control Centre contact details and to notify the Company immediately of any changes thereto.

6. THE COMPANY'S OBLIGATIONS

- 6.1 Accurately represent and state terms and conditions on which the Maisha Tourist Cover services are offered to all potential and current Clients. If a client requests an evacuation, it will be deemed that all Terms and Conditions in this agreement have been accepted by the Company's Client
- 6.2 Provide AFD with softcopies of the excel list according to annex I Indicating all active Company staff that have subscribed to the AFD service covered for air evacuation to Nairobi from locations within Kenya, Tanzania, Zanzibar, Rwanda, Burundi, Uganda, South Sudan & Ethiopia. Client details will be stored on the AFD' database.
- 6.3 The Company will pay the subscription fee in respect of any person whose name appears on the latest listing provided to AFD. (See Annex 1)
- 6.4 Provide AFD notice according to clause 10 should the Company intend to terminate this Agreement.

7. STRUCTURE OF CHARGES

Annex 1 attached to this Agreement shows the Annual fee structure to be used in charging for subscription. Annex 1 will remain in force but subject to review annually.



8. AGREEMENT START DATE

This contract will commence on -----and immediately after AFD receives payment for each member

The contract shall remain in full force and effect until ----- . Should there be an extension of the contract then an amendment to this contract will be prepared to cover the extended period.

9. INVOICES, STATEMENTS AND PAYMENT TERMS

Payment to be made within 30 days upon receipt of invoice

10. TERMINATION

Either party may terminate this agreement by giving the other party 30 days' prior written notice of such termination and that any amounts owing to AFD through to the date of termination shall be payable to AFD.

11. ARBITRATION

The parties may, upon mutual consent, agree to refer any dispute in connection with or arising from this Agreement to arbitration.

12. CONFIDENTIALITY

Each of AFD and the Company hereby undertakes to the other of them that it shall, and shall procure that all persons controlled by it shall, at all times hereafter (save with the prior written consent of the other party) treat as strictly confidential and shall not disclose to any third party any information concerning any and all technical, economic, financial or other information acquired from the other party pursuant to this Agreement provided that a party may disclose information which would otherwise be confidential if and to the extent:

- i. required by law;
- ii. required by any tax authority, regulatory or governmental body to which such a party is subject or submits, wherever situated, whether or not the requirement has the force of law;
- iii. the information has come into the public domain through no fault of the party;
- iv. disclosed to professional advisors, auditors and bankers of such party;
- v. Required to vest the full benefit of this Agreement in such party.

13 GOVERNING LAW

This agreement shall be governed by the laws of the Republic of Kenya

ANNEX 1 – SUBSCRIPTION FEE FEES AND CLIENT DETAILS

Maisha Level of Coverage

The benefits of AMREF Flying Doctors Maisha Tourist Subscription include:

Maisha Maisha Silver, Maisha Gold and Maisha Platinum

1. Access to our 24-Hour Medical Helpline for professional medical consultation.
2. Unlimited evacuation flights per subscription period.
3. Unlimited ground ambulance transfers per subscription within Kenya.
4. Direct contact with the air ambulance provider, no third-party involved.

(terms and conditions apply)

Maisha offers different levels of cover

Level	Coverage
Maisha Silver	Kenya, Tanzania, Zanzibar,
Maisha Gold	Kenya, Tanzania, Zanzibar, Uganda, Rwanda, Burundi
Maisha Platinum	Kenya, Tanzania, Zanzibar, Uganda, Rwanda, Burundi, South Sudan, Ethiopia

LEVEL	REGION(S) COVERED	KATO/TAIPO MEMBERS US\$	OTHERS US\$	Validity
Maisha Tourist Silver	Kenya, Tanzania, Zanzibar	16	24	30 Days
Maisha Tourist Gold	Kenya, Tanzania, Zanzibar, Uganda, Rwanda, Burundi	24	32	30 Days
Maisha Tourist Platinum	Kenya, Tanzania, Zanzibar, Uganda, Rwanda, Burundi, South Sudan & Ethiopia	80	80	30 Days

