

THIS DEED OF RELEASE AND DISCHARGE dated _____

BETWEEN:

_____ of P. O. Box _____, in the Republic of Kenya (“_____”); and

_____ a limited liability company incorporated in the Republic of Kenya, which postal address is care of P. O. Box _____, in the said Republic (the “**Employer**”); and

_____ all of care of Post Office Box Number _____ in the Republic of Kenya (the “**Family**”).

WHEREAS:

_____ (the “**Deceased**”) was employed as a driver by the Employer.

The Deceased was killed while driving _____’s motor vehicle.

Following discussions between the Family, _____ and the Employer, the parties have agreed upon and accepted the terms of this Deed.

NOW THIS DEED WITNESSETH:

IN CONSIDERATION of the terms of this Deed **THE FAMILY HEREBY ACKNOWLEDGES RECEIPT** of the sum of Kenya Shillings _____ from the Employer in full and final settlement of each and every claim of whatsoever nature and howsoever arising that the Family may have against the Employer, _____ and any and all employees, directors and shareholders of the Employer **SUBJECT TO** the conditions set out below being:

- (a) That the aforesaid sum is in full and final settlement of each and every claim of whatsoever nature and howsoever arising that the Family may have against the Employer, _____ and any and all employees, directors and shareholders of the Employer.
- (b) That seventy-five per cent (75%) of the aforesaid sum shall be paid by the Employer into a bank account in the name of the Deceased’s children _____
- (c) That the remaining twenty-five per cent (25%) of the aforesaid sum will be paid directly to the Deceased’s wife _____

IN CONSIDERATION of the aforesaid payment (receipt of which is hereby acknowledged):

The Family hereby releases and forever discharges the Employer, _____ and any and all employees, directors and shareholders of the Employer from all actions proceedings liabilities claims and demands whether present or future actual or contingent and of whatsoever nature and howsoever arising against the Employer, _____ and any and all employees, directors and shareholders of the Employer in respect of the death of the Deceased and the Family undertakes to indemnify the Employer, _____ and any and all employees, directors and shareholders of the Employer against the same.

The Family hereby agrees to indemnify the Employer against all losses damages costs charges and expenses suffered by the Employer by reason of this or any further claims of whatsoever nature and

howsoever arising out of any and all of the above as well before as after the date hereof.

In this Deed where the context so admits the expressions “**Employer**” includes all companies and affiliates, including parents and subsidiaries and all their respective successors and assigns, the respective directors, officers and employees, and successors in title “**Deceased**” “**Family**” includes their respective personal representatives, successors and assigns.

By execution of this document the Family have agreed and consented to the matters herein contained.

All members of the Family have been afforded the opportunity to seek and obtain independent legal advice prior to execution of this Deed.

The Deceased’s wife hereby warrants and confirms that
and are the only children of the Deceased and that they are
underage and she is entitled as the sole surviving parent to sign on behalf of the said children and agrees
to indemnify the Employer, and any and all employees, directors and shareholders of the
Employer against any claim from the said children.

IN WITNESS WHEREOF this Deed has been duly executed the day and year first hereinbefore written:

SIGNED SEALED AND DELIVERED)
by the said)
in the presence of:)

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Advocate)

SIGNED SEALED AND DELIVERED)
by the said in the presence of:)
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Advocate)

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