

MEMORANDUM OF AGREEMENT.

Entered into by and Between:

SPEEDY FREIGHT KENYA LTD.

herein represented by
.....

in his/her capacity as
.....

AND

SPICK & SPAN SERVICES LTD.

Herein represented by
.....

in his/her capacity as
.....

The parties agree that SPICK & SPAN SERVICES LTD, will render medical services to the employees of SPEEDY FREIGHT KENYA LTD. and their dependents subject to the terms and conditions of this agreement as hereinafter set out, including the annexure to the agreement.

2.0 BENEFICIARIES

SPEEDY FREIGHT KENYA LTD. shall furnish SPICK & SPAN SERVICES LTD in such format as may be prescribed by SPICK & SPAN SERVICES LTD. from time to time with;

the names and such particulars as may be required by SPICK & SPAN SERVICES LTD. of the employees of SPEEDY FREIGHT KENYA LTD. and their dependents as beneficiaries under the scheme.

on receipt of the above information SPICK & SPAN SERVICES LTD. will register the employees of SPEEDY FREIGHT KENYA LTD. and their dependents as beneficiaries under the scheme.

SPEEDY FREIGHT KENYA LTD. shall furnish SPICK & SPAN SERVICES LTD. on or before the last day of each and every calendar month with a comprehensive list of all the beneficiaries entitled to benefit under the scheme during the following month.

3. RIGHTS AND OBLIGATIONS OF SPICK & SPAN SERVICES LTD.

During the currency of this agreement, SPICK & SPAN SERVICES LTD shall,

3.1 render and /or procure and/or coordinate the rendering of the services set out in Annex 'A' to this agreement to the beneficiaries, subject to the following;

SPICK & SPAN SERVICES LTD. shall at their sole discretion be entitled to appoint and/or dismiss suppliers and/or providers of services and to determine their conditions of service and/or remuneration.

3.2 take all reasonable steps to ensure that the services to the beneficiaries are rendered in timely fashion, professionally and are of a high standard.

3.3 hold at least every 6 months a meeting with a representative of SPEEDY FREIGHT KENYA LTD. to

evaluate the standard of services rendered in terms of this agreement and/or receive, discuss and deal with any complaints and minute such meetings;

4. FEES AND PAYMENTS

In consideration for the rendering of the services to beneficiaries, SPEEDY FREIGHT KENYA LTD. agrees to pay SPICK & SPAN SERVICES LTD. the fees as set out in the 'FEES SCHEDULE'.

5. RIGHTS AND OBLIGATIONS OF SPEEDY FREIGHT KENYA LTD.

5.1 During the currency of this agreement;
SPEEDY FREIGHT KENYA LTD. shall furnish SPICK & SPAN SERVICES LTD with SPEEDY FREIGHT KENYA LTD's monthly list as outlined in SECTION 2.

5.2 Pay the total fees as outlined in the 'FEE SCHEDULE' punctually on due date.

6. INDEMNITY

SPICK & SPAN SERVICES LTD hereby indemnifies and holds SPEEDY FREIGHT KENYA LTD., their directors, officers, and/or employees harmless in respect of any actor omission by SPICK & SPAN SERVICES LTD, their directors, employees and/or contracted suppliers in respect of or relating to the services to be rendered by SPICK & SPAN SERVICES LTD against all loss, liability, damage or expense which SPEEDY FREIGHT KENYA LTD., their directors, officers and/or employees may suffer or incur.

In the event of any claim being instituted or anticipated against SPEEDY FREIGHT KENYA LTD. then SPEEDY FREIGHT KENYA LTD. shall immediately notify SPICK & SPAN SERVICES LTD of such claim to enable SPICK & SPAN SERVICES LTD to take appropriate steps.

The provisions of sub-clause 6.1 and 6.2 shall not preclude SPEEDY FREIGHT KENYA LTD. in its sole discretion from defending the claim in its own name. In such event, SPICK & SPAN SERVICES LTD shall render the necessary assistance to SPEEDY FREIGHT KENYA LTD. to enable it to do so.

7. CONFIDENTIALITY

7.1 SPICK & SPAN SERVICES LTD agrees to maintain confidentiality with regard to the medical records of the beneficiaries subject to;

its obligations to perform its obligations under this agreement
any legal or other duty to disclose information

Each party acknowledges that all material an information which has come/ will come into its possession or knowledge by virtue of this agreement, consists of confidential an proprietary information which if disclosed to third parties might be damaging to the proprietor thereof. Both parties therefore agree to hold any such information and material in the strictest of confidence unless express permission is obtained from either party.

The parties agree that the provisions of this clause will survive the termination of this agreement.

FOR SPEEDY FREIGHT KENYA LTD.

SIGNED.....

DATE.....
NAME/DESIGNATION.....

FOR SPICK & SPAN SERVICES LTD.

SIGNED.....

DATE.....
NAME/DESIGNATION.....