

Payment Undertaking (Kenya)

In this legally binding Payment Undertaking, signed by the Carrier and by SITA:

- All references to “SITA” are references to **SITA Advanced Travel Solutions Limited, registered at Level 5, Apex, Forbury Road, Reading, United Kingdom, RG1 1AX**, and all references to the “Carrier” are references to the following airline:

Carrier:	
Registered Company Name:	
Registered Company Address:	
TIN (Kenyan Tax Identification Number):	

1. The Carrier recognizes that the Kenya Civil Aviation Authority (“**KCAA**”) has power to require the delivery of passenger data to SITA with effect from 21st May 2025 (referred to as the “**Data Collection Start Date**”).
2. In addition, SITA is authorized to apply and collect certain fees, as of [DATE] 2025 (referred to as the “**Traveler Charges**” and the “**Commencement Date of the Traveler Charges**”, as applicable), to certain passengers, as specified in the Published Mandate dated [DATE] 2025 (which will be known as “**Eligible Travelers**”).
3. The Traveler Charges are USD [XX.XX] for each Eligible Traveler, which are those travelers entering or departing or transiting within Kenya.
4. It is the Carrier's responsibility to pay all taxes that must be applied and/or withheld in relation to the Traveler Charges and to remit that tax to the Kenya Revenue Authority (“**KRA**”) within the legally applicable time periods according to when the tax is due, with the remaining amount being paid to SITA as specified in this Payment Undertaking. Crew members of the Carrier on duty and children under the age of two are exempt from this fee.
5. Eligible Travelers includes all ‘go-shows’ (i.e., travelers who board a flight without having booked the flight in advance) and ‘no-shows’ (i.e., travelers who book a flight, pay for their ticket, check in, but do not actually board the aircraft). However, they are excluded from having to pay the Traveler Charge if (a) they are an on-duty carrier crew member or because they are a child under the age of two; or (b) there is a cancellation request from the relevant Carrier for that passenger, duly confirmed.

6. In addition to the obligation to submit the passenger data, as described above, each Carrier must, no later than the fifth (5th) day of the month following the relevant activity month, submit to KCAA the number of Eligible Travelers that the Carrier transported in the relevant activity month.
7. Carrier hereby undertakes to pay the Travel Charges to SITA starting from the Traveler Charges Start Date, in accordance with the arrangement established by SITA. SITA will establish a direct arrangement with the Carrier for collection of the Traveler Charges.
8. Carrier will pay SITA the Traveler Charges for each Eligible Traveler based on Carrier's monthly passenger numbers as provided by the KCAA to SITA.
9. The Traveler Charges are payable by Carrier to SITA within thirty (30) days from the date of invoice. Upon SITA's request, the Carrier must, within ninety (90) days, to enable SITA to properly account to the relevant tax authorities, provide SITA with a withholding tax certificate or other evidence of any and all deducted or withheld taxes, attested by the KRA, to the following email address: borders.contract.management@sita.aero
10. In the event that Carrier's number of passengers and/or Eligible Travelers for any month is not available for any reason at the time the monthly Traveler Fees are due to be provided to SITA, Carrier undertakes to pay the Traveler Fees to SITA based on the most recently available monthly number of Carrier Eligible Travelers.
11. If Carrier, acting in good faith, disagrees with the monthly passenger numbers used to calculate the Traveler Charges, that matter must be resolved with the KCAA, and not with SITA. Should any such good faith disagreement arise, Carrier and KCAA will act in good faith to resolve it as soon as practicable and, in any event, within one (1) calendar month.
12. Carrier acknowledges and agrees that this Payment Undertaking is directly enforceable by SITA against Carrier.
13. This Payment Undertaking is also directly enforceable by the KCAA in its capacity as the Civil Aviation Authority of Kenya, and an interested third party to this Payment Undertaking.
14. This Payment Undertaking is governed by the laws of Kenya.

Signed and agreed by the Carrier:

Signature:



Name:

Position:

Date:

Signed and agreed by SITA:

Signature:

Name:

Position:

Date: