NON-DISCLOSURE AGREEMENT

Law of Contract Act (Cap. 23) | Data Protection Act No. 24 of 2019

THIS NON-DISCLOSURE AGREEMENT is made on [Agreement Date]

BETWEEN:

(1) [Disclosing Party Name], of [Disclosing Party Address] (the "Disclosing Party"); and

(2) [Receiving Party Name], of [Receiving Party Address] (the "Receiving Party").

This Agreement is: [NDA Type].

1. PURPOSE

1.1 The Disclosing Party wishes to disclose confidential information to the Receiving Party for the following purpose: [Disclosure Purpose] (the "Permitted Purpose").

1.2 The Receiving Party agrees to receive and use the confidential information solely for the Permitted Purpose and subject to the terms of this Agreement.

2. CONFIDENTIAL INFORMATION

2.1 "Confidential Information" means all information disclosed by the Disclosing Party to the Receiving Party — whether orally, in writing, electronically, or by demonstration — that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes: [Confidential Info Description].

2.2 Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement; (b) was already known to the Receiving Party at the time of disclosure; (c) is received from a third party without restriction; or (d) is independently developed by the Receiving Party without reference to the disclosed information.

3. OBLIGATIONS OF THE RECEIVING PARTY

3.1 The Receiving Party shall: (a) keep the Confidential Information strictly confidential; (b) not use the Confidential Information for any purpose other than the Permitted Purpose; (c) not disclose the Confidential Information to any third party without the Disclosing Party's prior

written consent; and (d) take at least the same degree of care to protect the Confidential Information as it takes to protect its own confidential information of similar importance, and in any event no less than reasonable care.

3.2 The Receiving Party may disclose Confidential Information to its employees, officers, advisers, or agents on a strict need-to-know basis, provided each such person is bound by equivalent confidentiality obligations.

3.3 Where Confidential Information includes personal data as defined in Section 2 of the Data Protection Act No. 24 of 2019, the Receiving Party shall process such data only in accordance with the data protection principles in Section 25 of that Act and the requirements of the Office of the Data Protection Commissioner (ODPC).

3.4 Duration: The obligations in this Clause 3 shall continue for [Confidentiality Period] from the date of this Agreement.

4. RETURN OR DESTRUCTION

4.1 Upon written demand by the Disclosing Party or on termination of the Permitted Purpose, the Receiving Party shall, within [Return Destroy Deadline], return or securely destroy all documents, materials, and copies containing Confidential Information and certify in writing that it has done so.

5. REMEDIES

5.1 The Receiving Party acknowledges that breach of this Agreement will cause irreparable harm to the Disclosing Party for which monetary damages alone may be an inadequate remedy, and that the Disclosing Party shall be entitled to seek an emergency injunction from the High Court of Kenya (Commercial Division) without the requirement to prove actual damage.

5.2 Nothing in this Clause 5 limits any other remedy available to the Disclosing Party under Kenyan law, including damages, account of profits, and delivery up of documents.

6. GOVERNING LAW AND DISPUTE RESOLUTION

6.1 This Agreement shall be governed by and construed in accordance with the laws of Kenya. Any dispute arising from this Agreement shall be submitted to the courts of Kenya sitting in [Governing Jurisdiction], or at either party's election, to the Nairobi Centre for International Arbitration (NCIA) under the Arbitration Act No. 4 of 1995 (revised 2022).

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first written above.

DISCLOSING PARTY

_____

Name: _____

RECEIVING PARTY

_____

Name: _____

WITNESS

_____

Name: _____