**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement") is entered into as of the date of signature by and between:

**Hackathon Organizer**: Kenya Reinsurance Corporation Limited ("*Disclosing Party*"),

AND

**Participant**: ……………………………………………………………………………("*Receiving Party").*

**1. Purpose**

The Disclosing Party is hosting a hackathon (the "Hackathon"), during which the Disclosing Party may disclose proprietary and confidential information to the Receiving Party, for the purpose of allowing the Receiving Party to participate in the Hackathon and potentially develop solutions, products or innovations (the "Purpose").

**2. Confidential Information**

For the purpose of this Agreement, "Confidential Information" includes all non-public information disclosed by the Disclosing Party, either directly or indirectly, in writing, orally, or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, etc.), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure. Confidential Information may include, but is not limited to, business plans, software, algorithms, designs, trade secrets, inventions and know-how.

**3. Exclusions from Confidential Information**

Confidential Information does not include information that:

* Is or becomes publicly known through no breach of this Agreement by the Receiving Party;
* Is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party;
* Is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information; or
* Is disclosed to the Receiving Party by a third party without breach of any obligation of confidentiality.

**4. Obligations of Receiving Party**

The Receiving Party agrees:

* To hold the Confidential Information in strict confidence and take all reasonable precautions to protect it;
* Not to disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party;
* Not to use any Confidential Information for any purpose except to fulfill their role in the Hackathon;
* To return or destroy any materials containing Confidential Information upon request by the Disclosing Party.

**5. Assignment**

All Confidential Information remains the property of the Disclosing Party. No license or other rights to use the Confidential Information, except as expressly set forth in this Agreement, are granted or implied. The Receiving Party agrees to assign and transfer to the Disclosing Party all rights, title and interest in the developed solution, without additional compensation beyond the agreed prize money or fee, including but not limited to any rights to apply for patents, copyrights or trademarks, whether registered or unregistered.

**6. Duration**

This Agreement shall be effective from the date signed by both parties and shall continue for One (1) year after the conclusion of the Hackathon. The obligations of confidentiality will remain in effect for One year from the date of disclosure of the Confidential Information unless a shorter period is specified by law.

**7. Injunctive Relief**

The Receiving Party acknowledges that any breach or threatened breach of this Agreement may cause irreparable harm to the Disclosing Party, for which monetary damages may be an inadequate remedy. Therefore, the Disclosing Party may seek injunctive relief, specific performance, or other equitable remedies in addition to any other remedies available at law.

**8. No Obligation to Disclose**

Nothing in this Agreement obligates the Disclosing Party to disclose any specific type of information under this Agreement or to continue to participate in or organize the Hackathon.

**9. No Warranty**

All Confidential Information is provided “as is.” The Disclosing Party makes no warranties, express, implied, or otherwise, regarding the accuracy, completeness, or performance of the Confidential Information.

**10. Governing Law**

This Agreement will be governed by and construed by the Laws of Kenya without regard to its Conflict of Laws provisions.

**11. Entire Agreement**

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, and communications, whether written or oral.

**12. Signatures**

By signing below, the parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms.

**Disclosing Party:**

**KENYA REINSURANCE CORPORATION LIMITED**

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Receiving Party:**

**………..……………………………………………….**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I.D:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_