

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made this 18th day of March 2024 between:

- A. **JUBILEE LIFE INSURANCE LIMITED** of P.O. Box 30376 – 00100 Nairobi (hereinafter called the “**JLIL**” which expression shall where the context so admits include its successors and assigns) of the first part.

AND

- B. **KENBRIGHT INSURANCE BROKERS LIMITED** of ACK Gardens House, 1st Ngong Ave, Nairobi (hereinafter called the “**Kenbright**” which expression shall where the context so admits include its successors and assigns) of the other part.

WHEREAS:

- A. The parties, for their mutual benefit, wish to exchange certain information for the **purpose of Product collaboration and sales** (hereinafter referred to as “the Objective”).
- B. The parties wish to record the terms and conditions upon which the Disclosing party shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.
- C. This Agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party may have disclosed any confidential information to the other party prior to the date of signature hereof.
- D. For the purposes of this Agreement, the party which discloses confidential information shall be referred to as “the Disclosing party” and the party which receives the confidential information shall be referred to as “the Receiving party”.

IT IS HEREBY AGREED

1. Interpretation

1.1 In this Agreement: -

“**Confidential Information**” shall, for the purpose of this agreement include, without limitation, medical, personal data, technical, financial or commercial information relating to the Disclosing Party’s Clients, IT infrastructure, system logs, any know-how, methodologies, secrets, process, designs, drawings, technical specifications, and data, in whatever form whether oral, written, digital or any other means, disclosed to or accessed by the Receiving Party during the course of its relationship with the Disclosing Party but shall not include any information that;

- (a) is or becomes publicly known, otherwise than as a result of a breach of this agreement by the Receiving Party;
- (b) is disclosed by the Receiving Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the Receiving Party shall advise the Disclosing Party to take whatever steps it deems necessary to protect its interests in this regard and provided further that the Receiving Party will disclose only that portion of the information which it is legally required to disclose and the Receiving Party will use its reasonable endeavours to protect the confidentiality of such information to the greatest extent possible in the circumstances;
- (c) is disclosed to a third party pursuant to the prior written authorization of the Disclosing Party;

(d) is received from a third party in circumstances that do not result in a breach of the provisions of this agreement.

- 1.2 It shall be the responsibility of the Receiving Party claiming any of the exceptions above to prove the same.

2. Confidential Information

- 2.1 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's prior written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party shall not copy the Confidential Information and will only use the Confidential Information in relation to the Objective or for the subsequent performance of any contract between the parties in relation to the Objective.
- 2.3 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.4 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights, over the Confidential Information.

3. Records and Return of Information

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Confidential Information to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Agreement.
- 3.2 The Receiving Party shall, within 7 days of receipt of a written demand from the Disclosing Party or of termination of this Agreement:
- (i) return all and any written Confidential Information (including all copies):and
 - (ii) expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Receiving Party.
- 3.3 The Receiving Party shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.2 (ii) above.

4. Announcements

Neither party shall make use of the other party's name, or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. Duration

The obligations of each party under this Agreement shall be continuing and shall survive, without any limitation in time, the termination of this Agreement.

6. Title

All confidential information disclosed by the Disclosing party to the Receiving party is acknowledged by the Receiving party:

- i. to be proprietary to the Disclosing party; and

- ii. not to confer any rights to the Receiving party of whatever nature in the confidential information.

7. Dispute Resolution

Any dispute arising out of this agreement, which cannot amicably be settled between the parties shall be referred to the courts.

8. Adequacy of damages

- 8.1 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this Agreement and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party, and no proof of special damages shall be necessary for the enforcement of the rights under this Agreement.
- 8.2 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available by it, either at law or in equity, for any such threatened or actual breach of this Agreement including specific performance, recovery of damages or any right to indemnity under the terms of this Agreement or otherwise.

9. Indemnity

- 9.1 The Receiving Party undertakes to fully indemnify the Disclosing Party against any costs (including professional costs), judgements, or liabilities of whatsoever nature arising directly or indirectly out of a breach of its obligations under this Agreement.
- 9.2 Without derogating from the above generality, the Receiving Party specifically indemnifies the Disclosing Party against any third-party intellectual property or copyright claims in connection with any software, program or device used by the Receiving Party in undertaking the Objective.

9. Personal Information and Data Security Compliance

- 9.1 If either Party gives the other Party personal data and/or sensitive personal data about or on behalf of another person, it confirms that it is authorized to: (i) give the other Party the personal data; (ii) it has obtained necessary consents (and if the personal data is of another person - on their behalf) authorizing the processing of their personal data and any transfer of personal data necessary for performance of a Party's obligations under this Agreement; and (iii) if the personal data is of another person receive any privacy notices on their behalf.
- 9.2 Each Party represents and warrants that it has appropriate legal, technical and organizational measures to protect personal data against unauthorized or unlawful processing and against unauthorized loss, destruction, damage, alteration, or disclosure, as well as any breach or attempted breach of its security measures ("Information Security Breach"), keeping in mind the nature of the information. A Party shall notify the other Party within twenty four (24) hours in the event that such Party learns or has reason to believe that an Information Security Breach has occurred or is reasonably likely to occur, including without limitation at least: (1) the nature of the breach of security measures; (2) the types of potentially compromised personal data; (3) the duration and expected consequences of the Information Security Breach; and (4) any mitigation or remediation measures taken or planned in response to the Information Security Breach. Upon any such discovery, the Party will (a) take all reasonable steps to investigate, remediate, and mitigate the effects of the Information Security Breach, and (b) provide the other Party with assurances reasonably satisfactory to the other Party that such Information Security Breach will not recur.
- 9.3 A Party shall provide reasonable assistance and support and assist the other Party in the event of an investigation by a data protection regulator or similar authority, if and to the extent that such investigation relates to the collection, maintenance, use, processing or transfer of personal data under this Agreement. In the event of the foregoing, each Party shall provide to the other Party, its authorized representatives, and/or an independent inspection body designated by the other Party, on reasonable notice and to the extent reasonable, proportionate and legal to do so: (i) access to its information processing premises and records, and (ii) reasonable assistance and

cooperation of its relevant personnel for the purpose of auditing its compliance with its obligations under this Agreement.

- 9.4 To the extent that regulations promulgated under any relevant law applicable to either Party as a provider of the services require additional or modified security, privacy, or confidentiality agreements between financial institutions and third-party suppliers, the applicable Party agrees that it will execute such additional or modified agreements as reasonably required by the requesting Party. The requesting Party will make a good faith effort to ensure that any additional or modified agreement complies with the requirements of any implementing authorities, regulators, or any other relevant laws.
- 9.5 Any obligation imposed on the Parties under this Agreement in relation to the Processing of Personal Data shall survive any termination or expiration of this Agreement.
- 9.6 The Processing of Personal Data under this clause shall be governed by the Data Protection Laws of Kenya, that is, The Data Protection Act, 2019, Laws of Kenya, The Data Protection (General) Regulations, 2021, The Data Protection (Registration of Data Controllers and Data Processors) Regulations, 2021 and The Data Protection (Compliance and Enforcement) Regulations, 2021 as well as other existing data protection regulations.

10. General

- 10.1 The Receiving Party shall not assign the benefit of this Agreement or any interest hereunder except with the prior written consent of the Disclosing Party.
- 10.2 Neither this Agreement nor disclosure of Confidential Information shall constitute or imply any promise or intention to enter a contract with the Receiving Party.
- 10.3 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 10.4 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 10.5 This NDA may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 10.6 Both parties will conduct all their dealings in an ethical manner and with the highest business standards. Both parties will provide all possible assistance to each other to investigate any possible instances of unethical behaviour or business conduct violations by an employee and or authorised representative of the other party. Both parties will forthwith disclose any breach of these provisions that come to its knowledge to allow for timely action for prevention and detection of unethical behaviour.
- 10.7 Both parties will adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or kickbacks either in cash or kind in the course of all dealings with each other. Any instances of such violations will be viewed in a serious manner and either party reserves the right to take appropriate actions or remedies as may be required under the circumstances.
- 10.8 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 10.9 This Agreement will be governed by, and construed in accordance with, the laws of Kenya and the parties irrevocably submit to the exclusive jurisdiction of Kenyan courts.

IN WITNESS WHEREOF the parties authorized representatives have executed this non-disclosure agreement on the day specified herein:

Signed by the duly authorised representative of
JUBILEE LIFE INSURANCE LIMITED

Signature: 

Name: KANTWA KANUWA

Designation: CDO

Date: 25/03/2024

Witnessed By:-

Signature: 

Name: HARRIET ALEKE

Designation: PRODUCT MANAGER

Signed by the duly authorised representative of
KENBRIGHT INSURANCE BROKERS
LIMITED

Signature: 

Name: WENDY GONDI

Designation: DIRECTOR

Date: 18th March 2024

Witnessed by:

Signature: 

Name: MERCY KETER

Designation: RETAIL BUSINESS LEAD