

# NON-DISCLOSURE AGREEMENT

Date: 2025-08-06

## **PARTIES:**

Disclosing Party: LogicSoft SA

Address: Johannesburg, South Africa.

Email: contact@logicsoft.com

Phone: +254 712 367 783

Receiving Party: Robert Kibet

Address: Faith st, Eldoret, 30100

Email: swe.robertkibet@gmail.com

Phone: +254 714 200 683

## **RECITALS**

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of August 6, 2025 (the "Effective Date"), by and between LogicSoft SA, a company located at Johannesburg, South Africa (the "Disclosing Party"), and Robert Kibet, residing at Faith st, Eldoret, 30100 (the "Receiving Party"). WHEREAS, the Disclosing Party is engaged in the business of software development and possesses certain confidential and proprietary information relating to its codebase and business plan; and WHEREAS, the Disclosing Party has employed the Receiving Party as a software engineer and, in connection with such employment, the Receiving Party will have access to the Disclosing Party's Confidential Information; and WHEREAS, the Disclosing Party desires to protect the confidentiality of its Confidential Information, and the Receiving Party is willing to agree to maintain the confidentiality of such information. NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows, subject to the Law of Contract Act (Cap 23) of the Laws of Kenya.

## **DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth below: "Confidential Information" means any and all information disclosed by the Disclosing Party to the Receiving Party, whether orally, visually, or in writing, 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, but is not limited to, the Disclosing Party's codebase, software, business plans, financial information, customer lists, and marketing strategies. "Disclosing Party" means LogicSoft SA, as identified above. "Receiving Party" means Robert Kibet, as identified above. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

## **CONFIDENTIALITY OBLIGATIONS**

The Receiving Party agrees to the following: (a) To hold the Confidential Information in strict confidence and to protect it from unauthorized disclosure. (b) Not to use the Confidential Information for any purpose other than as necessary for the performance of his duties as a software engineer for the Disclosing Party. (c) Not to disclose the Confidential Information to any third party without the prior written consent of the Disclosing Party, except to those employees or agents of the Receiving Party who have a need to know the Confidential Information for the purpose of performing their

duties and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement. (d) To take all reasonable precautions to prevent the unauthorized disclosure of the Confidential Information, including, but not limited to, storing the Confidential Information in a secure location and limiting access to the Confidential Information to those individuals who have a need to know it. (e) To comply with the Data Protection Act 2019 of Kenya in relation to any personal data contained within the Confidential Information. (f) The Receiving Party acknowledges that unauthorized disclosure or use of the Confidential Information may cause irreparable harm to the Disclosing Party, the monetary value of which may be difficult to determine. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled to seek injunctive relief to prevent any further unauthorized disclosure or use of the Confidential Information, in addition to any other remedies available at law or in equity.

## **PERMITTED USES**

The Receiving Party is permitted to use the Confidential Information solely for the purpose of performing his duties as a software engineer for the Disclosing Party. This includes using the codebase to develop and maintain software for the Disclosing Party and using the business plan to understand the Disclosing Party's business objectives. The Receiving Party is not permitted to use the Confidential Information for any other purpose, including, but not limited to, developing competing products or services, soliciting customers of the Disclosing Party, or disclosing the Confidential Information to any third party without the prior written consent of the Disclosing Party.

## **EXCLUSIONS**

The obligations of confidentiality under this Agreement shall not apply to information that: (a) Is or becomes publicly available through no fault of the Receiving Party. (b) Was already known to the Receiving Party prior to its disclosure by the Disclosing Party, as evidenced by written records. (c) Is independently developed by the Receiving Party without use of or reference to the Confidential Information, as evidenced by written records. (d) Is rightfully received by the Receiving Party from a third party who is not under any obligation of confidentiality to the Disclosing Party. (e) Is required to be disclosed by law or court order, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement and cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy.

## **TERM AND DURATION**

The term of this Agreement shall commence on the Effective Date and shall continue for a period of two (2) years. The obligations of confidentiality under this Agreement shall survive the termination of the Receiving Party's employment with the Disclosing Party.

## **REMEDIES AND ENFORCEMENT**

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages may be inadequate. Therefore, the Disclosing Party shall be entitled to seek injunctive relief to prevent any further breach of this Agreement, in addition to any other remedies available at law or in equity, including, but not limited to, damages for breach of contract. This Agreement shall be governed by and construed in accordance with the laws of Kenya, and any legal action or proceeding arising out of or relating to this Agreement shall be brought in the courts of Kenya. The parties consent to the jurisdiction of such courts and waive any objection to venue in such courts.

## **GENERAL PROVISIONS**

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and

proposals, whether oral or written. (b) Amendment. This Agreement may be amended only by a written instrument signed by both parties. (c) Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect. (d) Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. (e) Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified mail, return receipt requested, or sent by reputable overnight courier service to the addresses set forth above. (f) Article 31 of the Constitution of Kenya 2010 regarding the right to privacy is acknowledged, and this agreement is intended to be compliant with it.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.

## **SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

\_\_\_\_\_ LogicSoft SA By: \_\_\_\_\_ Title:

\_\_\_\_\_ Robert Kibet **\*\*Disclaimer:\*\***

This is a sample Non-Disclosure Agreement and is for informational purposes only. It is not intended to be a substitute for professional legal advice. It is essential to consult with a qualified Kenyan legal counsel to review and adapt this agreement to your specific circumstances before execution. This document does not create an attorney-client relationship. The user assumes all risks associated with the use of this information. **\*\*Recommendation:\*\*** It is recommended that both parties seek independent legal advice from qualified Kenyan legal counsel before signing this agreement. It is also recommended that the signatures be witnessed and notarized for added enforceability.