

ROYAL NAIROBI GOLF CLUB

SUPPLIER NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is made on ____ day of _____, 2026

BETWEEN

Royal Nairobi Golf Club, of P.O. Box 40221-00100, Nairobi, Kenya (hereinafter referred to as "the Club"),

AND

Supplier Name: _____

Registration No.: _____

Address: _____

Telephone: _____ **Email:** _____

(hereinafter referred to as "the Supplier").

1. Purpose

The Supplier acknowledges that, in the course of providing goods and/or services to Royal Nairobi Golf Club, it may receive confidential or proprietary information belonging to the Club. The purpose of this Agreement is to protect such information from unauthorized use or disclosure.

2. Confidential Information

Confidential Information includes, but is not limited to:

- Financial records and budgets.
- Member information and personal data.
- Procurement documents and pricing.
- Contracts and commercial arrangements.
- Operational procedures.
- Business strategies and plans.
- Information technology systems and passwords.
- Security arrangements.
- Any information marked confidential or reasonably understood to be confidential.

3. Supplier Obligations

The Supplier agrees to:

- a) Keep all Confidential Information strictly confidential.

- b) Use Confidential Information solely for the purpose of performing services or supplying goods to the Club.
- c) Not disclose Confidential Information to any third party without the Club's prior written consent.
- d) Restrict access to employees or subcontractors who have a legitimate need to know and who are bound by similar confidentiality obligations.
- e) Exercise reasonable care to safeguard all Confidential Information.

4. Exclusions

This Agreement does not apply to information that:

- Is publicly available through no fault of the Supplier.
- Was lawfully known by the Supplier before disclosure.
- Is lawfully obtained from another source without confidentiality obligations.
- Must be disclosed by law or court order, provided the Supplier promptly notifies the Club where legally permitted.

5. Return of Information

Upon completion or termination of the business relationship, or upon request by the Club, the Supplier shall immediately return or securely destroy all confidential documents, records, electronic files, and copies in its possession.

6. Data Protection

Where the Supplier processes personal data on behalf of the Club, it shall comply with all applicable Kenyan data protection laws and implement appropriate technical and organizational measures to protect such data.

7. Duration

This Agreement shall take effect on the date of signing and shall remain in force throughout the business relationship and for a period of five (5) years after its termination, unless otherwise agreed in writing.

8. Breach

Any breach of this Agreement may result in:

- Immediate termination of the supplier relationship.
- Removal from the Club's supplier database.
- Legal action to recover damages.
- Injunctive relief to prevent further disclosure.

9. Governing Law

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

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties concerning confidentiality and supersedes all previous discussions relating to the subject matter.

SIGNED

For Royal Nairobi Golf Club

Name: _____

Title: _____

Signature: _____

Date: _____

Official Stamp

For the Supplier

Company Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Company Stamp