

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

For Sensitive, Confidential or Classified Waste Disposal Services

This Non-Disclosure and Confidentiality Agreement ("Agreement") is made on the ____ day of _____ 20____ between:

PLENSER WASTE MANAGEMENT LIMITED, a company incorporated in Kenya, hereinafter referred to as "**PWML**" or the "Service Provider";

AND

_____, a company/organization incorporated or operating under the laws of Kenya, hereinafter referred to as the "**Client**".

Plenser Waste Management and the **Client** are collectively referred to as the "Parties."

1. PURPOSE

The **Client** may engage Plenser Waste Management Limited to receive, handle, transport, treat, destroy, or dispose of waste or materials that may contain confidential, commercially sensitive, proprietary, personal, security-sensitive, classified, or otherwise restricted information ("**Sensitive Waste**").

The purpose of this Agreement is to ensure that information obtained by either Party in connection with the provision of waste management services is kept confidential and is not disclosed, misused, copied, reproduced, or made available to unauthorized persons.

2. CONFIDENTIAL INFORMATION

For purposes of this Agreement, "**Confidential Information**" includes, but is not limited to:

- Information contained on documents, files, records, labels, packaging, electronic media, storage devices, or other materials submitted for disposal.
- Business, financial, commercial, technical, operational, customer, employee, supplier, or contractual information.

- Personal information and other information protected under applicable data protection laws.
- Security-sensitive or classified information disclosed to **PWML** for the purpose of secure destruction or disposal.
- Information concerning the **Client's** operations, systems, processes, products, intellectual property, or business affairs.
- Information relating to the nature, quantity, source, location, handling, treatment, or destruction of Sensitive Waste where disclosure could reasonably prejudice the **Client**.
- Any information identified by the **Client** as confidential, restricted, sensitive, or classified.

3. CONFIDENTIALITY OBLIGATION

Plenser Waste Management Ltd shall:

- a. Keep confidential Information strictly confidential and use it only for the purpose of providing the agreed waste management services.
- b. Restrict access to Sensitive Waste and related information to employees, contractors, or authorized personnel who have a legitimate operational need to access it.
- c. Take reasonable administrative, technical, and physical measures to prevent unauthorized access, disclosure, loss, theft, copying, or misuse of Confidential Information.
- d. Not photograph, copy, scan, reproduce, publish, sell, disclose, or otherwise disseminate the contents of Sensitive Waste except where necessary for lawful operational, regulatory, safety, compliance, or evidentiary purposes.
- e. Ensure that personnel involved in handling Sensitive Waste understand their confidentiality obligations.

4. CLIENT RESPONSIBILITIES

The **Client** shall:

a. Properly identify and declare the nature of any hazardous, regulated, dangerous, infectious, radioactive, explosive, or otherwise restricted material before delivery to **PWML**.

b. Provide accurate information reasonably required by **PWML** to determine appropriate handling, treatment, transportation, storage, and disposal requirements.

c. Ensure that materials submitted for disposal are legally eligible for treatment or disposal by **PWML** and comply with applicable laws and regulatory requirements.

d. Where necessary, provide instructions regarding special confidentiality, security, chain-of-custody, destruction, or certification requirements.

5. SECURE HANDLING AND DESTRUCTION

Where the Parties agree that materials require secure or confidential destruction, **PWML** shall apply appropriate controls to maintain the confidentiality and integrity of the materials throughout the agreed service process.

Where applicable, **PWML** may issue a Certificate of Destruction, Disposal Certificate, Waste Transfer Documentation, or other agreed record confirming completion of the relevant service.

Unless otherwise agreed in writing, issuance of a destruction or disposal certificate confirms completion of the agreed waste treatment/disposal service and does not constitute a representation concerning the contents or legal status of the materials supplied by the **Client**.

6. DISCLOSURE REQUIRED BY LAW

Nothing in this Agreement shall prevent either Party from disclosing information where disclosure is:

- Required by law, court order, regulatory authority, or competent government agency;
 - Necessary to comply with environmental, waste management, health and safety, or other applicable regulatory requirements;
 - Necessary to protect the health, safety, or security of persons or the environment;
- or

- Necessary for a lawful investigation, audit, inspection, or enforcement action.

Where legally permitted, the receiving Party shall notify the other Party before making such disclosure.

7. EXCLUSIONS

Confidential Information does not include information that:

- a. Was publicly available at the time of disclosure or subsequently becomes publicly available through no breach of this Agreement;
- b. Was lawfully known to the receiving Party before disclosure;
- c. Is independently developed without use of the Confidential Information; or
- d. Is lawfully obtained from a third party without an obligation of confidentiality.

8. SUBCONTRACTORS AND THIRD PARTIES

PWML shall not knowingly disclose Confidential Information to a subcontractor or third party unless such disclosure is reasonably necessary for the provision of the agreed services.

Where subcontractors or third parties are engaged, **PWML** shall take reasonable steps to ensure that they are subject to confidentiality obligations appropriate to the nature of the information and services involved.

9. DATA PROTECTION

Where Sensitive Waste or related documentation contains personal data, the Parties shall handle such information in accordance with applicable data protection laws and regulations.

The Parties shall cooperate reasonably in implementing appropriate safeguards for the protection of personal data and in responding to any lawful request, investigation, or data security incident relating to such information.

10. SECURITY INCIDENTS

Each Party shall promptly notify the other Party upon becoming aware of any unauthorized access, loss, theft, disclosure, or other security incident involving Confidential Information or Sensitive Waste under its control, where such notification is legally permissible and reasonably necessary.

The Parties shall cooperate in good faith to investigate and mitigate the effects of any such incident.

11. RETURN OR DISPOSAL OF INFORMATION

Where applicable, the **Client** may request the return of Confidential Information that has not yet entered the agreed disposal process.

Once materials have been lawfully accepted and processed for destruction or disposal, **PWML** shall not be required to return such materials unless otherwise agreed in writing.

12. DURATION OF CONFIDENTIALITY

The obligations contained in this Agreement shall commence on the date of signing and shall continue throughout the Parties' business relationship.

Confidentiality obligations shall continue for five (5) years after termination or completion of the relevant services, except that obligations relating to trade secrets, personal data, legally protected information, or information that remains classified or confidential shall continue for as long as such information retains its protected status under applicable law.

13. NO TRANSFER OF OWNERSHIP

Unless expressly agreed otherwise in writing, this Agreement does not transfer ownership of any intellectual property, proprietary information, records, or other rights from one Party to the other.

The **Client** remains responsible for ensuring that it has the legal authority to submit the materials for destruction, treatment, or disposal.

14. COMPLIANCE WITH LAW

Both Parties shall comply with all applicable laws, regulations, licences, permits, and regulatory requirements relating to the provision and receipt of the waste management services.

Nothing in this Agreement shall require either Party to undertake an activity that is unlawful or outside the scope of its applicable licences, permits, approvals, or legal authority.

15. BREACH

A Party that breaches this Agreement may be liable for losses, damages, costs, or other remedies available under applicable law arising from the breach.

The Parties shall make reasonable efforts to resolve any dispute arising from an alleged breach before pursuing formal legal proceedings, except where urgent legal relief is required to prevent or limit harm.

16. GOVERNING LAW AND JURISDICTION

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

The Parties shall seek to resolve disputes amicably through good-faith negotiation. Where a dispute cannot be resolved amicably, the courts of competent jurisdiction in Kenya shall have jurisdiction, unless the Parties agree otherwise in writing.

17. ENTIRE AGREEMENT

This Agreement constitutes the understanding between the Parties concerning confidentiality and supersedes any prior verbal or written confidentiality arrangements relating specifically to the subject matter herein, unless expressly incorporated into a subsequent written agreement.

Any amendment to this Agreement shall be made in writing and signed by authorized representatives of both Parties.

SIGNATURES

FOR PLENSER WASTE MANAGEMENT LIMITED

Name: _____

Position: _____

Signature: _____

Date: _____

FOR THE CLIENT

Company/Organization: _____

Name: _____

Position: _____

Signature: _____

Date: _____

WITNESS

Name: _____

ID/Passport No.: _____

Signature: _____

Date: _____