KENSIA HOUSE , 2ND FLOOR | MURANGA ROAD, NAIROBI | P.O Box 30787-00100 Nairobi | TEL: +254 786137014

NON-DISCLOSURE AND INTELLECTUAL PROPERTY AGREEMENT

BETWEEN CREAT BRANDING LTD AND_____

This Non-Disclosure and Intellectual Property Agreement ("**Agreement**") is made on 10-12-2025 between:

1. **Creat Branding Ltd**, a company incorporated under the laws of the Republic of Kenya, with its principal place of business at Kensia House, Muranga Road, Nairobi ("**Company**" or "**Creat Branding**"); and
2. Full Name Kevin Kariuki_____**,** of

   [ID/Passport No: 35852744_____**,** residing at Address: Ngong_____

   ("**Developer**").

Creat Branding and Developer are individually referred to as a "**Party**" and together as the "**Parties**".

1. BACKGROUND AND PURPOSE

1.1 The Company has conceptualized and developed the **Creasel** platform, including but not limited to its business model, user flows, frontend concepts (HTML, Tailwind CSS, JavaScript) and backend concepts (architecture, database structure, logic, and workflows) (the "**Creasel Concept**").

1.2 The Company wishes to engage the Developer to further develop the Creasel website using **Laravel** and to connect the frontend and backend.

1.3 In the course of this engagement, the Company will disclose certain confidential information and source code to the Developer. The purpose of this Agreement is to protect that information and ensure that the Developer does not use or disclose it improperly.

2. DEFINITION OF CONFIDENTIAL INFORMATION

2.1 "**Confidential Information**" means any information, in whatever form, disclosed by the Company to the Developer, whether before or after the Effective Date, including but not limited to:

- Business models, strategies, pricing structures and monetisation plans for Creasel;
- Concepts, ideas, workflows, user journeys and unique features of the Creasel platform;
- Source code, scripts, components, libraries, designs and layouts (including existing HTML, Tailwind, JavaScript code and any Laravel code);
- Technical documentation, database designs, APIs, system architecture and integration logic;
- Content, UI/UX designs, wireframes, mockups, prototypes and branding elements;
- Any other information that a reasonable person would understand to be confidential, whether or not marked "confidential".

2.2 Confidential Information includes all copies, notes, summaries and derivatives of the above.

2.3 Confidential Information does **not** include information that the Developer can demonstrate:

a) was already publicly known at the time of disclosure;
b) becomes publicly known through no fault of the Developer;
c) was lawfully in the Developer's possession before disclosure by the Company; or
d) is independently developed by the Developer without use of the Company's Confidential Information.

3. OBLIGATIONS OF CONFIDENTIALITY

3.1 The Developer shall:

a) Use the Confidential Information **solely** for the purpose of developing and implementing the Creasel platform for the Company ("**Permitted Purpose**");
b) Keep all Confidential Information strictly confidential and not disclose it to any third party without the Company's prior written consent;
c) Restrict access to Confidential Information only to those persons (if any) who need to know it for the Permitted Purpose and who are bound by similar confidentiality obligations;
d) Use at least reasonable care (and in any event no less than the care used to protect the Developer's own confidential information) to protect the Confidential Information against unauthorised access, use or disclosure.

3.2 The Developer shall **not**:

a) Copy, reproduce or store the Confidential Information except as strictly necessary for the Permitted Purpose;
b) Use the Creasel Concept, code, workflows, or any part of the Confidential Information to build, advise on, or assist with any competing product, platform or service for themselves or any third party;
c) Present the Creasel Concept or any of its unique features as their own idea or intellectual property.

4. INTELLECTUAL PROPERTY OWNERSHIP

4.1 **Existing IP.** All rights, title and interest in and to:

- The Creasel Concept;
- All existing frontend and backend code (HTML, Tailwind, JavaScript, designs, wireframes, system architecture) supplied by the Company; and
- All related business models and documentation,

are and shall remain the **exclusive property of Creat Branding Ltd**.

4.2 **New Deliverables.** All software, source code, designs, documentation, features, modules and other materials created, developed or contributed by the Developer in connection with Creasel using Laravel or any other technology (collectively, the "**Deliverables**") shall:

a) Be treated as **works made for hire** for the benefit of the Company to the fullest extent permitted by law; and
b) Where not deemed works made for hire, be **irrevocably assigned** by the Developer to the Company, together with all intellectual property rights therein, upon creation and subject to full payment of agreed fees.

4.3 The Developer hereby:

a) Assigns to the Company all present and future rights, title and interest in and to the Deliverables;
b) Agrees to execute any further documents reasonably required to give effect to such assignment;
c) Waives any moral rights to the extent permitted by law.

4.4 The Developer retains no ownership rights in the Deliverables or the Creasel Concept and may not reuse the same architecture, structure, or unique combination of features for any other client or personal project that would compete with Creasel.

5. RESTRICTIONS ON USE AND COMPETITION

5.1 During the engagement and for a period of **[two (2) years]** after its termination, the Developer shall not:

a) Develop, directly or indirectly, a platform or system that substantially copies or replicates the Creasel Concept, architecture, workflows, or unique feature set;
b) Use the Confidential Information to advise or consult for any direct competitor or potential competitor of Creasel;
c) Sell, license, distribute, or otherwise exploit any code or concept derived from the Creasel project for their own benefit or that of a third party.

5.2 Nothing in this Agreement prevents the Developer from using general programming skills, general Laravel knowledge, or generally known techniques, so long as they do **not** use or reproduce the Company's specific Confidential Information or Creasel-specific implementation.

6. RETURN OR DESTRUCTION OF INFORMATION

6.1 Upon the earlier of:

- Completion of the engagement;
- Termination of the Developer's services; or
- The Company's written request,

the Developer shall promptly:

a) Return to the Company all Confidential Information, including all documents, files, code, backups and storage media; or
b) Permanently delete or destroy such Confidential Information (including all digital copies) and certify in writing that this has been done, except for one archival copy retained solely to comply with legal or regulatory requirements.

7. TERM AND SURVIVAL

7.1 This Agreement comes into effect on the Effective Date and shall remain in force:

- For as long as the Developer is engaged by the Company; and
- For a period of **[five (5) years]** after the end of the engagement, or indefinitely in respect of trade secrets, whichever is longer.

7.2 The obligations in Clauses 2–6 and 8 shall survive expiry or termination of this Agreement.

8. REMEDIES

8.1 The Developer acknowledges that any unauthorised use or disclosure of the Confidential Information or breach of the IP provisions may cause the Company irreparable harm.

8.2 The Company shall be entitled, in addition to any other rights and remedies available at law or in equity, to seek:

- **Injunctive relief** (to stop the breach immediately);
- **Specific performance**; and
- **Damages**, including consequential and reputational damages where recoverable by law.

9. NO LICENSE

9.1 Except as expressly stated in this Agreement, nothing shall be construed as granting the Developer any license or other rights (whether by implication, estoppel or otherwise) in or to the Company's Confidential Information, intellectual property, or the Creasel Concept.

10. RELATIONSHIP OF THE PARTIES

10.1 The Parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, employment, or agency relationship between the Parties.

11. GOVERNING LAW AND JURISDICTION

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

11.2 Any disputes arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of **Kenya**, without prejudice to the Company's right to seek urgent injunctive relief in any competent court.

12. MISCELLANEOUS

12.1 **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties in relation to its subject matter and supersedes all prior discussions or agreements, whether written or oral, regarding confidentiality and IP for the Creasel project.

12.2 **Amendments.** Any amendment or modification must be in writing and signed by both Parties.

12.3 **Severability.** If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.4 **Assignment.** The Developer may not assign or transfer any rights or obligations under this Agreement without the Company's prior written consent. The Company may assign this Agreement to any affiliate or successor entity.

12.5 **Notices.** Any notices under this Agreement shall be in writing and delivered by hand, courier, or email to the addresses set out above (or such other address notified in writing).

SIGNED BY THE PARTIES

For and on behalf of Creat Branding Ltd	**Developer**
Name: _____	Name: Kevin Kariuki
Title: _____	ID/Passport No.: 35852744
Signature: _____	Signature: _____
Date: _____	Date: 09/12/2025