

NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into as of [Date] by and between:

1. **Mentor**, defined as any individual or entity providing guidance, advice, or mentorship through the Entrepreneurship Mentorship Community ("EMC") platform accessible at <https://emc.wateralliance.nl/> (the "Platform");

and

2. **Mentee**, defined as any individual or entity receiving guidance, advice, or mentorship through the Platform.

Purpose: The purpose of this Agreement is to ensure that the ideas, concepts, business plans, intellectual property, and *any* other confidential information ("Confidential Information") shared by Mentees with Mentors in the course of mentorship activities remain protected from unauthorized use or disclosure. Mentees shall designate information as 'confidential' either in writing or electronically. For information disclosed verbally, written confirmation of its confidentiality shall be provided within a reasonable time, not exceeding 2 business days.

Exclusion of Water Alliance: The parties expressly acknowledge and agree that Water Alliance, as the operator of the Platform, is not a party to this Agreement and bears no liability, responsibility, or obligation with respect to the Confidential Information shared between Mentors and Mentees. Water Alliance acts solely as a facilitator for the mentorship activities and is not involved in, nor guarantees, the confidentiality or security of information exchanged between the parties.

Water Alliance provides this Agreement as a template for the convenience of Mentors and Mentees. It is the responsibility of the parties to review the terms and ensure they are satisfactory. If either party finds this Agreement inadequate, they are encouraged to draft and sign a separate agreement that meets their specific requirements.

Terms of Agreement:

1. **Confidential Information:** Confidential Information includes, but is not limited to, business ideas, strategies, inventions, prototypes, financial information, trade secrets, technical details, marketing plans, research, and any other information designated as confidential by the Mentee, whether disclosed orally, in writing, or through other means.
2. **Obligations of the Mentor:** The Mentor agrees:
 - a. To use the Confidential Information solely for the purpose of providing mentorship to the Mentee;
 - b. Not to disclose, share, or communicate the Confidential Information to any third party without the explicit written consent of the Mentee;

c. To exercise the same degree of care in protecting the Confidential Information as they would with their own confidential information, but in no event less than reasonable care;

d. Not to use the Confidential Information for personal gain, competitive purposes, or to develop any competing idea, project, or business.

3. **Exclusions from Confidentiality:** Confidential Information does not include information that:

a. Is or becomes publicly available through no fault of the Mentor;

b. Was known to the Mentor prior to disclosure by the Mentee;

c. Is independently developed by the Mentor without use of or reference to the Mentee's Confidential Information;

d. Is disclosed to the Mentor by a third party legally entitled to make such disclosure.

To avoid potential disputes, Mentors are advised to provide a written statement, in advance, outlining any information already within their knowledge.

4. **Ownership of Information:** All Confidential Information disclosed by the Mentee remains the sole property of the Mentee. Nothing in this Agreement grants the Mentor any license or ownership rights to the Confidential Information.

5. **Joint ideas:** In the event that joint ideas or developments arise during the course of the mentorship, ownership rights to such ideas or developments shall, by default, remain with the Mentee unless otherwise expressly agreed upon in writing by both parties

6. **Term and Termination:** This Agreement shall remain in effect for a period of 5 years from the date of disclosure of any Confidential Information. The obligations under this Agreement shall survive the termination or expiration of this Agreement.

7. **Return of information:** Upon the termination or expiration of the agreement, all confidential information, including any copies or reproductions thereof, shall be returned to the disclosing party or, at the disclosing party's request, securely destroyed. The receiving party shall provide written confirmation of such return or destruction upon request.

8. **Remedies for Breach:** The Agreement shall be governed by and construed in accordance with the laws of the Netherlands. Any disputes arising under this Agreement shall be resolved exclusively in the courts of the Netherlands.

The Mentee may seek injunctive relief, damages, or other appropriate remedies in the event of a breach of this Agreement. The Mentor agrees to indemnify and hold harmless the Mentee for any losses, damages, or expenses arising out of unauthorized use or disclosure of the Confidential Information.

9. **Miscellaneous:** This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior agreements or understandings. Amendments to this Agreement must be made in writing and signed by both parties.

10. **Signatures:** By signing below, the parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

Mentee

Name: _____

Signature: _____

Date: _____

Mentor

Name: _____

Signature: _____

Date: _____