

## Confidentiality document for the mentor

I express my interest in participating as a MENTOR in Mentoring Spain. I have sufficient competence, capacity and legitimisation to subscribe these clauses for participating in Mentoring Spain and to be subject to the obligations inherent in incorporation in same in accordance with the following:

### CLAUSES

ONE. - **Purpose.** My acceptance of these clauses is for participating in Mentoring Spain, which I expressly state that I know in detail and wish to become fully incorporated into same as a Mentor.

TWO.- **Responsibilities and obligations.** Mentoring is the commitment between two or more people to share experiences and thus contribute to the personal and professional growth of the mentee. Both parties voluntarily subscribe to Mentoring Spain, which will be free of charge for both the mentor and the mentee and which will not mean, for either party, the right to any financial recompense for carrying out the actions deriving from their participation in Mentoring Spain.

The Mentor expressly and voluntarily accepts the following responsibilities:

- To participate in the training process carried out by Mentoring Spain as a Mentor.
- To participate in the periodical and final evaluation process in each relationship.

THREE.- **Term.** This commitment will be maintained whilst the mentoring relationship organised by Mentoring Spain lasts, and each relationship will have a maximum term of six months. In those cases in which Mentoring Spain considers it opportune, due to the serious and unjustified breach of the established duties, a member may be asked to leave following notification from the management team of Mentoring Spain. However, the relationship may be cancelled in advance by other party if there is reasonable justification. In the event that it is the Mentor, he or she may suggest a new mentor to continue with the relationship provided that this is acceptable to the mentee.

**FOUR.- Confidentiality.** The Mentor, in order to safeguard the principles of mentoring, undertakes to:

- Keep all information received, whatever the form in which this is received, as strictly confidential information and not to be revealed or divulged to third parties without the prior agreement of the mentee.
- Not use the information for a purpose other than its objective without the prior written agreement of the mentee. Notwithstanding the foregoing, both parties recognise that the use of the information for a purpose other than the Objective will require both parties to sign another agreement.
- To restrict access to the information received, allowing access only and exclusively to those employees, representatives or assessors who require access to the information in order to comply with the Objective. Said persons will be subject to the confidentiality restrictions given herein.
- Adopt the same safety measures to prevent the information from being divulged as he or she would use to protect his or her own confidential information and commercial secrets.
- If required in writing, return or destroy all the information and all the copies of documents containing the information.

The confidentiality obligations accepted hereby will begin with the signing of this document and continue in force, once the relationship has concluded, for a period of five years. If there is any breach of the obligations accepted in this agreement leading to the obligation to pay an indemnity for damages caused by the breach, the period of confidentiality will be extended for an additional period until the legal proceedings come to a definitive decision regarding the obligation to pay an indemnity for damages.

**FIVE.- Exempt from responsibility.** The reports, documents, actions to be undertaken and tasks presented and issued by the mentors are optional for the mentees and, as with any advice, they may accept them or not. Therefore, the mentors are exempt from and responsibility that may arise as a result of these actions in the framework of Mentoring Spain.

**SIX.- Resolution of Controversies.** The mentor is expressly subject to the decisions of Mentoring Spain in the event of discrepancies regarding the Agreement and in the event that the decision were to prove unsatisfactory for one of the parties and it is necessary to resort to a court decision, both parties

renounce their own jurisdiction in the event, and agree to be subject to the Courts and Tribunals of the city of Madrid.