

Non-Disclosure Agreement (NDA)

This Agreement is entered into on *[Date]* between:

MCorp – Intellectual Property Agency

Contact: info@mcorp.cat

and

[Counterparty Name]

Contact: *[Counterparty Email]*

from now, “the Parties”.

1. Purpose

The Parties wish to explore potential business opportunities related to intellectual property rights, licensing, and distribution. In connection with these discussions, confidential information may be disclosed.

2. Definition of Confidential Information

“Confidential Information” means any non-public information, documents, data, or materials disclosed by either Party, whether oral, written, or electronic, including but not limited to business strategies, contracts, financial data, and creative works.

3. Obligations

- The Receiving Party agrees not to disclose, copy, or use Confidential Information except for the purpose of evaluating or negotiating a business relationship.
- Confidential Information shall not be shared with third parties without prior written consent.
- The Receiving Party **explicitly agrees** not to register any trademark, brand, or product using the elements, titles, or creative assets under discussion, unless expressly authorized in writing by MCorp.

4. Exclusions

Confidential Information does not include information that:

- Is publicly available at the time of disclosure.
- Is independently developed without reference to the disclosed information.
- Is lawfully obtained from a third party without restriction.

5. Term

This Agreement shall remain in effect for **3 years** from the date of signing.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **Spain/Catalonia**.

7. Signatures

MCorp Studio

Signature: _____

Name: _____

Date: _____

[Counterparty Name]

Signature: _____

Name: _____

Date: _____