

# Non-Disclosure Agreement (NDA)

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

**MCorp – Intellectual Property Agency**

Contact: [info@mcorp.cat](mailto: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: \_\_\_\_\_