**THIS AGREEMENT is dated AÑO, MES DÍA and made**

**BETWEEN**

**(1) EMPRESA – NÚMERO IDENTIFICACIÓN EMPRESA - (“Owner”) and**

**(2) COMPANY (“Recipient”)**

**WHEREAS**

(A) Owner possesses certain Proprietary Information which Owner is willing to disclose to Recipient on the terms set out below

(B) Recipient is willing to accept the Proprietary Information on those terms and to use the Proprietary Information only for the purpose of EVALUATING *NAME OF THE GAME* – GAME DESIGN DOCUMENT (“the Permitted Purpose”).

**NOW IT IS AGREED AS FOLLOWS**

1. “Confidential Information” means any and all information whether commercial, technical, artistic or of any kind relating to the business of Owner, including without limitation, know-how, data, processes, clauses, designs, photographs, drawings, specifications, software programs, and samples, which is marked with an indicator such as “Confidential” or “Proprietary”.

2. In consideration of Owner disclosing Proprietary Information, the Recipient hereby undertakes for a period of ten years from the date of this Agreement

2.1 to keep confidential all Proprietary Information that it may acquire in any manner;

2.2 to use such Proprietary Information exclusively for the Permitted Purpose and not to use the Proprietary Information for the Recipient’s own purposes or benefit;

 2.3  not to disclose such Proprietary Information to anybody;

 2.4  to keep safe any drawings, documents, samples or materials provided on loan by Owner, not to reproduce, part with possession of, modify or otherwise interfere with such items, to return them immediately or destroy them upon Owner’s request and in any event spontaneously when no longer required for the purposes of this Agreement;

2.6 to notify Owner immediately upon becoming aware of any breach of confidence by anybody to whom the Recipient has disclosed the Information and give all necessary assistance in connection with any steps which Owner may wish to take to prevent, stop or obtain compensation for such breach or threatened breach.

3. This Agreement is governed by and will be construed in accordance with the NACIONALIDAD law and is subject to the exclusive jurisdiction of the NACIONALIDAD Courts.

For and on behalf of **Recipient**: For and on behalf of **Owner**:

Signed: Signed:

Name: Name: NOMBRE REPRESENTANTE

Position: Position: CARGO