**Non-Disclosure Agreement**

This Non-Disclosure Agreement ("Agreement") is entered into as of [Date], by and between **Jane Biometrics**, with its principal place of business at 243 Elm Street, New York, NY, and **Genesis Biometrics**, with its principal place of business at 56 Sunset Boulevard, New York, NY (collectively referred to as the "Parties").

**Purpose**:

The purpose of this Agreement is to facilitate discussions and explore a mutually beneficial business opportunity between the Parties while protecting the confidentiality of any proprietary information exchanged. The Parties agree to enter into a confidential relationship concerning the disclosure of certain proprietary and confidential information ("Confidential Information").

**Terms and Conditions:**

**1. Definition of Confidential Information:**

 "Confidential Information" refers to any non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally, in writing, or through any other medium, including, but not limited to, business plans, technical data, trade secrets, product designs, software, customer information, marketing strategies, financial details, and other proprietary information. Confidential Information also includes any information disclosed by third parties under the direction of the Disclosing Party.

 Confidential Information does not include information that:

 - Was known to the Receiving Party prior to disclosure by the Disclosing Party without any obligation of confidentiality.

 - Is or becomes publicly known through no wrongful act of the Receiving Party.

 - Is independently developed by the Receiving Party without reference to the Confidential Information.

 - Is disclosed to the Receiving Party by a third party who is not under an obligation of confidentiality.

**2. Use and Disclosure:**

 The Receiving Party agrees to use the Confidential Information solely for the purpose of evaluating or pursuing the business opportunity between the Parties. The Receiving Party shall not disclose the Confidential Information to any third party except to its employees, agents, or contractors who need to know the information to fulfill the purpose of this Agreement and who are bound by confidentiality obligations no less restrictive than those of this Agreement.

**3. Protection of Confidential Information:**

 The Receiving Party agrees to take all reasonable precautions to protect the confidentiality of the Confidential Information. Such precautions shall include, but not be limited to, requiring employees, agents, and contractors to sign similar non-disclosure agreements. The Receiving Party shall not make any copies of the Confidential Information unless expressly permitted by the Disclosing Party. In the event of an unauthorized disclosure, the Receiving Party shall promptly notify the Disclosing Party.

**4. No Obligation:**

 Nothing in this Agreement obligates either Party to proceed with any transaction or relationship. Either Party may terminate discussions or negotiations at any time.

**5. No Warranty:**

 The Disclosing Party provides the Confidential Information "as is" without any warranties, express or implied, regarding its accuracy, completeness, or performance.

**6. Return of Materials:**

 Upon termination of this Agreement or upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all documents and materials containing Confidential Information, including all copies, and certify in writing that all such materials have been returned or destroyed.

**7. No License:**

 Nothing in this Agreement shall be construed as granting any rights to the Receiving Party, by license or otherwise, to any patents, copyrights, trade secrets, or other intellectual property of the Disclosing Party.

**8. Term:**

 This Agreement shall be effective as of the date first written above and shall remain in effect for a period of two (2) years from the date of disclosure of the Confidential Information. The confidentiality obligations under this Agreement shall survive for the duration of this term.

**9. Miscellaneous:**

 This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and assigns. This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, and understandings. Any amendments or waivers must be in writing and signed by both Parties.

 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. Any disputes arising under or related to this Agreement shall be adjudicated exclusively in the courts located in the State of New York.

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the date first above written.

**Jane Biometrics**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [Name]

Title: [Title]

Date: [Date]

**Genesis Biometrics**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: [Name]

Title: [Title]

Date: [Date]