

## Non-Disclosure Agreement

This Agreement of Non Disclosure (hereby referred to as Agreement) has been made and entered into as of 24th February 2011 between Futura Biometrics located at 243, Elm Street, NYC and Genesis Biometrics located at 56, Sunset Boulevard, NYC.

The purpose of this agreement is to work together on a mutually beneficial business opportunity and specify the clauses that are valid under a Non Disclosure Agreement. This agreement is signed with the purpose of preventing unauthorized disclosure of confidential information, as defined and agreed upon by the cosigners. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information.

### Terms and Conditions

1. Confidential information refers to any information that is disclosed by one party to the other, either directly or indirectly in writing, orally or by inspection of tangible or intangible objects. Confidential information may also refer to any information that is disclosed to a party by third parties on the direction of the party who is a cosigner to the agreement. Confidential information does not include any information that the party receiving the information can prove was known earlier in a public capacity and was made available through no fault of the party receiving the information. Confidential information also does not include any information that was available to the receiving party before the signing of the agreement and therefore, invalid under confidentiality restrictions. The company receiving the information is called the Receiving Party and the company disclosing the information is called the Disclosing Party.
2. The confidential information as disclosed by the party is not to be used for any commercial or otherwise beneficial purposes and is to be used only to be discussed between the two parties. The receiving party is not supposed to disclose the information to anyone other than the employees required to be privy to this information. The receiving party is not allowed to use the information to build any prototypes or other tangible objects that violate the confidentiality of the agreement.
3. The receiving party shall take utmost care to ensure that the confidential information received from the disclosing party is protected. All employees who have access to the information will be made to sign a similar non use and non disclosure agreement to protect the information. There will be no copies made of the information unless previously agreed upon. In an event that the confidential information is disclosed the receiving party will immediately inform the disclosing party.
4. The disclosure of confidential information does not in anyway make either party obligatory of any transaction. Both parties reserve the right to termination of discussion as and when they contemplate important.
5. All information provided by the disclosing party is as is and there is no warranty about the accuracy of the same.
6. All documents and copies of the information will be returned to the disclosing party by the receiving party at the termination of the agreement.
7. Signing of this agreement does not give either of the parties the patent, mask work or copyright of the confidential information.
8. This agreement is valid for a period of 2 years from the date on which the information is disclosed.

9. The agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This agreement is governed by the laws of the State of New York, USA. This document contains the entire agreement between the parties. Any failure to enforce any provision of this agreement shall not constitute a waiver thereof or of any other provision hereof. This agreement may not be amended, nor any obligation waived, except by a writing signed by both parties. Any and all disputes arising under or related to this Agreement shall be adjudicated exclusively in State of New York, USA. The parties have executed this Nondisclosure Agreement as of the date first above written.

Your Company

Your Company Name. Genesis Biometrics

By: John Malkovich

Title: CEO

Date: 24 February 2011