

## MUTUAL NON-DISCLOSURE AGREEMENT

This **MUTUAL NON-DISCLOSURE AGREEMENT** ("Agreement") is made effective as of: and is entered into by and between, DISCLOSING PARTY, Elohim Productions, Taylor Branding Co. and BMF Global with its principal office located at: , and P.O. Box 1383 Jonesboro, Ga. 30237

### 1. DEFINITIONS:

As used herein, the term: "Receiving Party" means (a) DISCLOSING PARTY if Confidential Information (as defined below) is disclosed by RECIPIENT and (b) RECIPIENT if Confidential Information is disclosed by BMF Global.

"Disclosing Party" means (a) RECIPIENT if RECIPIENT discloses Confidential Information and (b) DISCLOSING PARTY if DISCLOSING PARTY discloses Confidential Information.

### 2. PURPOSE:

DISCLOSING PARTY and RECIPIENT wish to explore a business opportunity of mutual interest and in connection with this opportunity wherein either party may disclose to the other party certain confidential technical and business information which the parties desire to treat as confidential. No partnership is intended to be formed by this agreement.

### 3. CONFIDENTIAL INFORMATION:

"Confidential Information" means any information, all trade secrets, proprietary information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, business plans, products, services, customers, markets, software, source code, object code, documentation, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, business methods, strategies, marketing or finances, disclosed to the Receiving Party, either directly or indirectly in writing, orally, or in any form or medium, or by inspection of tangible or intangible objects, including without limitation technology and business plans, which, given the totality of the circumstances, the Receiving Party should have reason to believe is proprietary, confidential, or competitively sensitive.

Confidential Information shall not, however, include any information which Receiving Party can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to Receiving Party by Disclosing Party; (ii) becomes publicly known and made generally available after disclosure to Receiving Party by Disclosing Party through no action or inaction of Receiving Party; or (iii) is in the possession of the Receiving Party, without confidentiality restrictions, at the time of disclosure by Disclosing Party as shown by Receiving Party's files and records immediately prior to the time of disclosure.

### 4. NON-USE AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION:

Elohim Productions, Taylor Branding Co., and BMF Global and RECIPIENT agree not to use, without prior written consent, any Confidential Information disclosed to it by the other party for its own use or for any purposes except to carry out discussions concerning a potential business relationship between the parties hereto. Neither party will disclose any Confidential Information of the other party to third parties

for any reason without the prior written consent of the other party hereto and shall not use the Confidential Information in any way detrimental to the disclosing party. The Receiving Party will take all reasonable actions, by instruction, written agreement, or otherwise, to cause the employees, officers, and directors of the Receiving Party with access to Confidential Information disclosed hereunder to be bound by the terms of this Agreement.

## **5. NON-COMPETITION AND NON-SOLICIT**

1. During the Term of this agreement and for a period of one year after termination of this Agreement (the "Non-Competition Period"), the both parties agree that neither party nor its personnel assigned to work under this agreement will, acting alone or as an individual proprietor, partner, officer, director, consultant, agent, employee or stockholder of any company or other commercial enterprise, directly or indirectly, use any Confidential Information disclosed to it by the other party to engage in any business activity that competes with any business conducted by the other party or any of its subsidiaries at any time during the Term, or any business planned by the other party or any of its subsidiaries at any time during the Term nor otherwise assist such company or other commercial enterprise in engaging in such business activity, provided confidential information regarding such activity has been divulged to the first party. Both parties agree that neither party will provide or attempt to provide (or advise others of the opportunity to provide), directly or indirectly, any Services to any client of the other party who has been introduced to the first party.
2. During the Term and for a period of one (1) year after termination of this Agreement, both parties agree that neither party will, directly or indirectly, solicit, recruit or hire any employee of other party on behalf of itself or any other entity.
3. During the Term and for a period of one (1) year after termination of this Agreement, neither party will, directly or indirectly, solicit, entice or induce any Client of the other, on behalf of any other person or entity engaged in any competitive activity, or to cease doing business with the other, and neither party shall assist any person or entity in taking any such action.

## **6. RETURN OF MATERIALS:**

Any materials or documents which have been furnished by one party to the other or which reflect such materials or documents will be promptly returned, accompanied by all copies of such documentation, upon either (i) request by the disclosing party, or (ii) rejection or conclusion of the potential business relationship. At such time, the Receiving Party shall promptly return to the disclosing party by overnight courier all tangible materials (including but not limited to printed materials and software disks or other electronic storage media) containing any Confidential Information received from the disclosing party (including but not limited to any permitted copies or derivative works created from the Confidential Information by the disclosing party, and any materials in which the Confidential Information is quoted, discussed, paraphrased or explained.)

## **7. RESTRICTIONS:**

a. Except for disclosure to Receiving Party's employees and affiliates as provided below, Receiving Party shall not disclose any Confidential Information to third parties until such Confidential Information becomes publicly known and made generally available through no action or inaction of the Receiving Party. However, Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order, provided Receiving Party shall give Disclosing Party reasonable notice prior to

such disclosure and shall comply with any applicable protective order or equivalent. b. Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but in no event less than a reasonable degree of care, to keep confidential the Confidential Information. Receiving Party may disclose Confidential Information only to Receiving Party's employees or affiliates on a need-to-know basis. Receiving Party agrees to segregate all such Confidential Information from the confidential materials of others in order to prevent commingling. Receiving Party will have executed or shall execute appropriate written agreements with its employees and affiliates sufficient to enable it to comply with all the provisions of this Agreement. Receiving Party may not reverse engineer, decompile or disassemble any software disclosed it by Disclosing Party.

## **8. RIGHTS AND REMEDIES:**

a. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use. b. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same. c. Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

## **9. MISCELLANEOUS**

1. Term: This Agreement shall continue for a period of one (1) year, unless terminated earlier by either party ("Term"), or until cessation of active efforts to collaborate for new business opportunities, whichever occurs first. Either party may terminate this Agreement, with or without cause, by giving notice of termination to the other party.
2. All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party patents, copyrights, trademarks, or Trade Secret information. c. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion. d. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns. e. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. f. Notwithstanding anything to the contrary elsewhere in this Agreement, all nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a Confidential Information or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

SIGNATURE PAGE FOLLOWS→

**NON-DISCLOSURE AGREEMENT SIGNATURE PAGE**

**IN WITNESS WHEREOF, THE PARTIES HEREBY AGREE TO THE FOREGOING.**

Company Names:

By: Elohim Productions	Calvin Win Brasley	Title: CEO	Date: 8-23-2022
By: BMF Global	Brandon Flanders	Title: CEO	Date: 8-23-2022
By: Taylor Branding Co.	Z. F. Taylor	Title: CEO	Date: 8-23-2022

By: TALENT

Signature:

Date: