

## NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into upon signing, by and between MARVEL TELEVISION, INC. having offices 500 South Buena Vista Street, MC 3301, Burbank, CA 91521 ("MARVEL"), and \_\_\_\_\_ ("Recipient").

WHEREAS, both parties contemplate entering into discussions concerning MARVEL, with respect to merchandising, creation of artwork, publishing and/or other services in connection with the project currently referred to as "Ring" and/or Marvel's intellectual property and/or other Marvel productions.

WHEREAS, both parties for their mutual benefit acknowledge that MARVEL, its parents, subsidiaries, and/or affiliates have disclosed and may in the future disclose to Recipient, information and certain materials (including without limitation, data, products, processes, inventions, trade secrets, know-how, scripts, artwork, concepts, story, synopses, themes and video clips/tapes (collectively, "PROPRIETARY INFORMATION"). It is understood that any information that may be considered PROPRIETARY INFORMATION prior to or as of the date of this Non-Disclosure Agreement would be excluded from this category once it is considered in the public domain, except if in the public domain due to the fault or negligence of Recipient.

WHEREAS, MARVEL its parents, subsidiaries, and/or affiliates desires to provide for proper safeguards to protect all PROPRIETARY INFORMATION that has been or may be disclosed and is willing to deliver such PROPRIETARY INFORMATION to Recipient upon the condition Recipient enters into this Non-Disclosure Agreement;

NOW THEREFORE, the parties, intending to be legally bound, hereby agree as follows;

1. That this Agreement shall not be construed as a teaming, joint venture, or other such arrangement; rather the parties hereto expressly agree that this Agreement is for the purpose of protecting said PROPRIETARY INFORMATION only.
2. The Recipient shall keep in strict confidence any of the PROPRIETARY INFORMATION disclosed by MARVEL, its parents, subsidiaries, and/or affiliates and shall not disclose to any person or entity not bound by this Agreement any of the PROPRIETARY INFORMATION except as provided by the terms and conditions hereof. The Recipient shall not use PROPRIETARY INFORMATION except for the purposes identified above without MARVEL's prior written approval. The Recipient shall not authorize, circulate, publish or otherwise disseminate (including, without limitation, by posting or referring to such information on websites or blogs or social networking sites or "Twitter"-type sites) any information, news articles or other publicity of any kind relating directly or indirectly to the PROPRIETARY INFORMATION. The Recipient shall be liable for any disclosure or use of the PROPRIETARY INFORMATION by its agents, employees, representatives and/or affiliates that would not be a permissible disclosure or use by the Recipient under the terms of this Agreement. Recipient also agrees not to edit or amend the PROPRIETARY INFORMATION in any way, without MARVEL's prior approval. PROPRIETARY INFORMATION rights, obligations and restrictions contained herein shall survive the termination of this Agreement.
3. MARVEL upon ten (10) days notice in writing to Recipient may terminate this Agreement; in the event of termination, the rights and obligations hereunder as to disclosures made prior to such termination shall survive and not be affected by such termination. If applicable, the Recipient shall return the PROPRIETARY INFORMATION to MARVEL within five (5) business days after notice of termination.
4. Recipient agrees not to duplicate the PROPRIETARY INFORMATION without MARVEL's express prior authorization. ALL PROPRIETARY INFORMATION disclosed to the Recipient shall be duplicated only as authorized in writing by MARVEL and all copies of all information shall be returned to MARVEL upon request or upon termination of this Agreement, whichever shall first occur.
5. The Recipient shall not be liable for disclosure or use of such information defined as PROPRIETARY INFORMATION as provided above, which the Recipient establishes:

(i) has been published or is otherwise within the public knowledge or is generally known to the public at the time of its disclosure to the Recipient;

- (ii) becomes part of the public domain without breach of this Agreement; or
- (iii) is disclosed with the written approval of MARVEL.

6. Recipient shall have no right to manufacture, produce, publish, advertise, promote, or sell any goods or services to third parties based on or referring to any Proprietary Information without Marvel's prior written consent which must be expressed via a fully executed agreement. To the extent Recipient is granted any rights to use any Marvel intellectual property, including, without limitation the Proprietary Information, Recipient acknowledges that any use of Proprietary Information on any materials created by Recipient ("Materials") shall be created as "works (made) for hire" for MARVEL under U.S. copyright law, that Marvel shall be the author and sole owner of all Materials throughout the Universe, that Recipient waives any rights Recipient may have including moral rights, and if at any time, any of the Materials are deemed not to be works made for hire, Recipient hereby assigns, grants, transfers and conveys to Marvel all of its right, title, and interest to the Materials for the entire length of time they are protected by any applicable law. Except as provided in this Section 6, no license or permission to Recipient under any intellectual property law is granted or implied by conveying Proprietary Information or other information, and none of such information which may be transmitted shall constitute any representation, warranty, assurance, or inducement by Marvel with respect to the infringement of patents or other rights of others.

7. This Non-Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflict of law principles.

8. Recipient acknowledges that it would be difficult or impossible to ascertain with specificity the monetary damage to MARVEL from disclosure of the PROPRIETARY INFORMATION. Accordingly, MARVEL shall be entitled, without the posting of a bond, to seek a temporary restraining order, preliminary injunction, permanent injunction and/ or such other appropriate remedy in order to enforce this Non-Disclosure Agreement. Public disclosure by MARVEL that it seeks such a remedy shall not be deemed inconsistent with the purpose of this Non-Disclosure Agreement and shall not bar or otherwise affect their right to such equitable relief. Recipient agrees to stipulate that MARVEL may require the court records in any such injunctive or other action for equitable relief to be sealed and such other measure to be adopted to assure the confidentiality of the proceedings.

ACCEPTED AND AGREED:

RECIPIENT

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

1 INT. POOL HALL - BACK OFFICE - CONTINUOUS

1

Andre and Otis enter to find COLTON dropping flakes into his fish tank. Otis takes a seat, Andre stands behind him, his hand resting against his gun. Without turning around--

COLTON

Do you know why you're here?

OTIS

No.

COLTON

You know anything about aquariums, Otis?

OTIS

I don't know nothin' about no aquariums.

COLTON

What about you, Andre?

ANDRE

Only what you've told me, Mr. Colton.

COLTON

At first, I just thought an aquarium was something dope to have in my office. My decorator told me it would bring "harmony and peace to my everyday life." But the more I learn about them, the more I become aware of how delicate and complex they are. The fish you put in the tank have to be carefully selected. Some are compatible, some aren't.

OTIS

Okay.

Colton approaches Otis.

COLTON

You see, Otis, I've become very... selective of what fish I put inside my aquarium. I stay diligent. Making sure all that harmony stays intact. Take this Mola fish for example. Lately, he's been acting a fool. Nipping at the older, more established fish, thinking he's the man.

(MORE)

(CONTINUED)

1 CONTINUED:

1

COLTON (CONT'D)

The second I get the idea he's crossed a line? He's going down the toilet.

OTIS

I get it. Gotta keep your game tight.

Colton smiles.

COLTON

That's right, Otis. I do.

(beat)

Andre here has brought something to my attention. Someone within the company is spreading the word around that I'm weak. Saying I won't be tip-top for much longer. You got any idea who that person might be, Otis?

Otis looks up at Andre, then back to Colton.

OTIS

No, I don't. But I'll ask around.

Colton stares deep into Otis's eyes.

COLTON

You're a funny muthah, Otis. Now. I'll make this short because my time is at a premium.

(beat)

It's you. And you know how I figured it out? Your daddy.

OTIS

My daddy?

COLTON

Yes, Otis. Your daddy. You remember what your dad was like? Be honest now.

OTIS

I was a kid when he passed away inside, but my moms said he always tried to be a good man.

COLTON

Well, I've got some bad news. Your mom lied to you. Your dad was a rat-ass snitch.

(MORE)

(CONTINUED)

1 CONTINUED: (2)

1

COLTON (CONT'D)

That's why he caught a dime upstate.  
I brokered a deal with a man inside:  
two cartons of smoke to suffocate  
your daddy with a Hefty bag.

OTIS

You what?!

Colton opens a desk drawer, peruses its contents.

COLTON

Yup. That muthah had a big mouth.  
Just like my beautiful Mola fish,  
and just like you.

Otis glances at Andre, hand on the pistol, ready to use it.

OTIS

Mr. Colton, I swear on all that is  
holy, I swear on my father's--

Colton raises a hatchet, slams it down on Otis's wrist. He  
squirts blood all over the hardwood floor.

COLTON

This is what happens when you talk  
smack, Otis.

He takes a breath, squats down and stares into Otis's eyes.

COLTON (CONT'D)

You spread that poison to my foot  
soldiers again, I'll cut off your  
nut sack and feed it to my fish.  
Understand?

OTIS

Yes, sir!

COLTON

Good! I'm glad we're on the same  
page.

(to Andre)

Wrap that nub with duct tape and get  
him a mop. I don't need him staining  
up my Brazilian cherry.

Colton walks out as Otis begins to sob.