

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: _____

INT. DINER - NIGHT

MISSY arrives at a booth where LEWIS sits.

MISSY
What can I get you?

LEWIS
I'm waiting for someone.

MISSY
Seems you've been waiting so long,
shift's changed and I'm your new
waitress.

LEWIS
Never seen you here before. And I
come here a lot.

She locks eyes with him.

MISSY
I'm new to town.

LEWIS
Funny, 'cause you look like you've
been around.

MISSY
That depends on your definition of
"around."

LEWIS
You don't move like a waitress.

MISSY
How exactly do I move?

LEWIS
With authority.

MISSY
You got me confused with someone
else.

LEWIS
Sure about that?

MISSY
You need to order something or
leave.

LEWIS

I'll take a cup of coffee. Make sure it's fresh and not from some pot that's been stewing the last hour.

MISSY

I'll get right on that...

As she turns Lewis grabs her arm.

LEWIS

(quietly)

I know who you really are and I know why you're here!

Missy lingers and then pulls her arm away.

MISSY

And I thought you just wanted my number.

LEWIS

I'll take your number.

Missy leans in...

MISSY

You're not my type.

LEWIS

I doubt that.

MISSY

I don't date boys prettier than me.

They stare eye to eye.

LEWIS

You need to listen to me very carefully. 'Cause what's about to happen is not gonna be good.

MISSY

I can take care of myself.

LEWIS

A cop posing as a waitress when she's off duty without back up, doesn't look like taking care.

Two SUITED MEN enter the diner.

MISSY
Guess your date showed up after
all. And two of them.

LEWIS
You need to leave out the back,
now.

MISSY
(whispers)
Who are they?

The SUITED MEN withdraw two machine guns and aim them
directly at Lewis.

LEWIS
NOW.

Lewis pushes Missy to the floor as the booth splinters with
GUNFIRE. Lewis lands on top of her. She pushes him away.

MISSY
Get off me.

LEWIS
Oh. Sorry, but I'm pretty sure I
just saved your life... Detective.

Missy withdraws her gun as Lewis stands heading towards the
SUITED MEN... GUNFIRE crescendoes. The gunfire ends and
Missy raises her head to see... Lewis clutching the two
Suated Men, one in each hand. He smashes their heads
together, knocking them unconscious.

LEWIS (CONT'D)
I'll take that coffee to go.

Missy points her gun at Lewis.

MISSY
You're not leaving.

LEWIS
Sorry, but I've gotta be somewhere.

MISSY
Those are Forelli's guys aren't
they? AREN'T THEY?

Lewis turns to go.

LEWIS
Yes.

MISSY
Who the hell are you?

Lewis looks back over his shoulder...

LEWIS
Their worst nightmare.

INT. DOYLE'S HOUSE/SUBURBS - DAY

The front door shudders and then splinters as it breaks off its hinges revealing LEWIS. MISSY steps in behind him...

MISSY

That was a perfectly good door.

LEWIS

Yup.

Missy raises a key...

MISSY

Hideaway key. Found it under the potted bougainvillea.

LEWIS

Oh.

MISSY

When I said follow my lead. I kinda meant... *follow my lead.*

Missy raises her gun. Lingerin in the door frame.

MISSY (CONT'D)

(calls inside)

Ernest Doyle... This is Detective Spencer with the New York Police Department.

SILENCE from the dark corridor ahead.

LEWIS

Maybe he's taking a nap.

MISSY

Maybe all that noise you made rearranging his entryway, gave him time to run out the back.

Lewis quickly steps in front of Missy who thrusts out her arm stopping him.

MISSY (CONT'D)

Nah ah! I'm the cop, you're crashing this house call. Remember? You're not even here.

Missy cautiously inches forward, leading with her gun...

MISSY (CONT'D)

Ernest Doyle. We have reason to believe you're in distress and are entering your premises.

As they step forward...

LEWIS

Something smells bad...

MISSY

No one said Doyle was marriage material, did they?

As they continue down the corridor, Lewis leans into Missy's ear...

LEWIS

You sure you don't want me in front?

MISSY

I got it.

LEWIS

'Cause he's probably lurking around that corner with a sawed-off shotgun.

MISSY

(focused ahead)
Probably.

LEWIS

I am bigger.

MISSY

More to hit.

LEWIS

Being bullet proof, doesn't sell it for you.

Missy stops before she rounds the corner... Her focus always forward.

MISSY

I like to see where a bullet's coming from... Not get sideswiped by a stray ricochet. But hey, thanks all the same.

She leans in close to the wall and then swiftly turns the corner, her gun aimed unwavering into the living room...

LEWIS
That doesn't look good.

A lifeless man's body lies on the floor in front of the sofa.

MISSY
No it doesn't.

LEWIS
That him?

Missy steps forward revealing the body is *headless*...

MISSY
Identification may take some time.

As Lewis joins her...

LEWIS
Whoa. Yeah. That's just wrong.

MISSY
Well, he's definitely not taking a nap.

Missy turns to Lewis as she withdraws her phone.

MISSY (CONT'D)
I'm calling it in. Time for you to go.

LEWIS
How about I help you find what's missing?

Missy focuses on something over his shoulder...

MISSY
Already did.

A severed head comes into focus lying in the center of the dining room table. Lewis turns as Missy approaches from across the room.

MISSY (CONT'D)
(realizing)
It's not Doyle.

LEWIS
Then who?

MISSY
It's worse. It's Lancaster...