

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: _____

SONNY - SCENE 1 - 6.21.15

INT. HOTEL ROOM - DAY

COLTON (50's) plays dominoes with three of his FRAT BROTHERS from Ohio State. Alpha Phi Alpha men smoking cigars and socializing during a 30th year school reunion.

SONNY (O.S.)
(the Alpha call)
OH SIX!

Everyone looks up, answering the call.

EVERYONE
A-PHI-A!

As SONNY enters, suave, lanky, charismatic.

SONNY
What's happening, my brothers?

COLTON
Dominos, son. Grab a chair.

Sonny chuckles. There's a rivalry here. He pulls up a chair.

SONNY
Don't mind if I do.

COLTON
So when did you get in?

SONNY
Wednesday. You?

COLTON
This morning. Flight was terrible.
But at least they keep a drink in
your hand in first class.

SONNY
(shakes his head)
Never change, Colton. Never change.

COLTON
What's that supposed to mean?

SONNY
Your company got raided. Come Monday,
you'll be lucky if your shares are
worth half of what they are today --

COLTON

How the hell did you-- ?

SONNY

-- I'm up on all the trades. And I can read between the lines. Your ship's about to go down. Our mutual friend can help.

COLTON

For a small fee?

SONNY

Look, the whole time we were at Ohio State you talked about the company your daddy dreamed of building. How you were gonna take the baton and finish that race for him. Well, here we are. Finish line's in sight. Don't let the dream die. Let us help you.

COLTON

(thinks a beat, then)

Tell Marcus I'm good.

SONNY

He likes that name about as much as you like Colton.

COLTON

Doesn't matter what they call me. They envy me.

SONNY

You're getting jacked by some corporate raiders from New Jersey. In my world that's the opposite of envy.

COLTON

Your world?

SONNY

That's right.

COLTON

You mean Jack and Jill?

SONNY

Call me bougie all you want. It doesn't change the fact that we have the skills and the connects to solve your problem.

COLTON
Ain't what I heard on the street.

SONNY
Screw what you heard.

The room tenses. Looks fly. Sonny gives zero shits.

SONNY (CONT'D)
Perception is all that matters. The market thinks you're weak. That causes fear. Which causes flight. Which sets the stage for an ambush. Right now you're in a cage. I'm here to set you free.

Colton grins at the others as if to say, "This nigga."

COLTON
That is pure mumbo jumbo, Jack.

Sonny SLAMS his fist onto a table. Colton flinches.

SONNY
Why'd you jump?
(beat, then)
Perception.

They eyeball each other. Each looking for weakness.

COLTON
You and Marcus screwing? 'Cause that's my perception.

Sonny inhales, keeps his cool.

SONNY
You taught me about business. Gave me my first job out of college. That's a debt that can never be paid. This ain't charity and it ain't a stick up.

COLTON
Then what is it?

SONNY
A solid. One brother to another. Let us help you.

Colton is unreadable. Sonny plays his final domino.

SONNY (CONT'D)
Domino, son.

SONNY - SCENE 2 - 6.21.15

INT. PADRE'S TACO STAND - MORNING

SONNY (40's) steps up to the counter. Lewis recognizes him, SLAMS the cashier drawer shut.

SONNY

Do I know you?

LEWIS

Nah. What can I get you?

Sonny gives Lewis a hard stare. Then casually glances over the menu, changing his approach.

SONNY

I'm pretty hungry. Just got home.

LEWIS

Work?

SONNY

College. I teach psychology. They call it soft science, but it can get real hard. People are a trip.

LEWIS

(noncommittal)

Huh.

SONNY

Always saying one thing, but meaning another. Secrets. Everybody's got 'em, right?

LEWIS

Let me know when you're ready with your order.

Lewis starts off.

SONNY

Hold up, there's the Puerto Rican kid that works here. I forget his name. Ricardo ... Carlos ...

("remembers")

Yeah, yeah, Carlos. Uh huh. Hooked me up with a great burrito last time I was here. Is he cooking?

Lewis's eyes harden.

LEWIS
Not today. People come and go, you
know how it is, right?

SONNY
(eyes at Lewis)
I swear I know you from somewhere.

LEWIS
Everybody looks like somebody to
somebody, right?

SONNY
That's projection.

LEWIS
Excuse me?

SONNY
In psychology we call it projection
when a man ascribes to another man
the thing he's feeling himself.
(off Lewis' blank
stare)
Say, for example, you don't like me.
Every time you see me, you want to
do me harm. But that thought --
those feelings -- if you act on 'em
could cost you your job or worse.
So, what do you do? You got all
this emotion, but with nowhere to
go.

Behind the counter, Lewis is still. Sonny has pinpointed
his predicament exactly, provoking him, and he knows it.

SONNY (CONT'D)
Can't kill me. Can't walk away.
What do you do?

Lewis dead-eyes him.

LEWIS
I bide my time.

SONNY
(smiles)
While you're biding, you flip the
script. Instead of thinking, "I
don't like him," you tell yourself,
"He don't like me." That's
projection. Mental self-defense.

LEWIS
Against what?

SONNY
Knowledge of your own powerlessness.

LEWIS
Sounds like bullshit to me.

SONNY
We all bullshitters at heart, homie.

LEWIS
I ain't your homie. You ordering?

Sonny looks at Lewis, still can't place him.

SONNY
Gimme three tacos, three quesadillas,
and a burrito.

Lewis nods, heads off to make them. Sonny stares after him.