

NON-DISCLOSURE AGREEMENT
Dated as of July 25, 2016

This Non-Disclosure Agreement (this "Agreement") is entered into as of the date first set forth above by and between Carolco Pictures, Inc., a Florida corporation (the "Company"), and the person whose name is set forth on the signature page hereof adjacent to "Recipient" (the "Recipient", and together with the Company, the "Parties" and each individually, a "Party").

WHEREAS, Recipient is an employee or officer of Company and will obtain certain Confidential Information (as defined below) of Company in connection with such relationship, and the Parties desire to provide for certain matters related to such Confidential Information as set forth herein; and

WHEREAS, the Parties agree that the terms and conditions of this Agreement shall apply to any and all discussions involving or related to the provision of Confidential Information to Recipient.

NOW THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. The purpose of this Agreement is to allow Recipient to obtain from the Company certain technical and business information of the Company under terms that will protect the confidential and proprietary nature of such information, for the purpose of furthering the Parties' relationship (the "Purpose").

2. As used in this Agreement, "Confidential Information" shall mean any and all information furnished or disclosed, in whatever form or medium, by the Company or its Representatives (as defined below) to Recipient or his Representatives, and shall include all information relating to the Company, including, but not limited to:

- a. any data or information that is competitively sensitive material, including but not limited to products, planning information, marketing strategies and opportunities, price lists, plans, finance, operations, customer relationships or potential customer relationships, customer profiles, partner relationships or potential partner relationships, advertising and public relation relationships or potential advertising and public relation relationships, sales estimates, business plan and internal performances results relating to the past, present or future business activities of the Company or its owners, or the Company's customers, clients, manufacturers, vendors, employees or suppliers;
- b. all concepts, documentation reports, data, specifications, notes, drawings, diagrams, computer software, source code, object code, flow charts, databases, inventions, information, know-how, show-how and trade secrets, whether or not patentable or copyrightable regarding the Company's business;
- c. all customer, client, employee, vendor, or supplier lists; and
- d. such other information as the Company may identify to the Recipient as being confidential or privileged by means of a notation or confidential legend on the applicable document.

3. Recipient agrees to use Confidential Information only for the Purpose and shall use reasonable care not to disclose Confidential Information to any third party, such care to be at least equal to the care exercised by Recipient as to its own confidential information, which standard of care shall not be less than the current industry standard in effect as of the date of such receipt. Recipient agrees that it shall make disclosure of any such Confidential Information only to employees (including temporary and leased employees subject to a confidentiality obligation), officers, directors, attorneys and wholly owned subsidiaries (collectively, "Representatives"), to whom disclosure is reasonably necessary for the Purpose. Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that Recipient may, with notice to the Company, disclose any Confidential Information as and to the extent that Recipient's counsel deems required pursuant to any law or governmental regulation, or pursuant to the order of a court or administrative body of competent jurisdiction provided, however, that in such case Recipient shall inform the Company prior to such disclosure and shall only disclose so much of the Confidential Information as may be required for compliance with such law or governmental regulation and provided that Recipient shall cooperate with Company to legally contest, request confidential treatment, or otherwise avoid such disclosure, as requested by the Company.

4. Upon termination of this Agreement for any reason, or upon the termination of Recipient's relationship with the Company or upon request by the Company made at any time, all Confidential Information, together with any copies of same as may be authorized herein, shall be returned to the Company, or destroyed and certified as such by Recipient.

5. The obligations imposed in this Agreement shall not apply to any Confidential Information that: (i) was already in the possession of Recipient at the time of disclosure without restrictions on its use or is independently developed by Recipient after the effective date of this Agreement, provided that the person or persons developing same have not used any Confidential Information in such development, or is rightfully obtained from a source other than from the Company; (ii) is in the public domain at the time of disclosure or subsequently becomes available to the general public through no fault of Recipient; (iii) is obtained by Recipient from a third person who is under no obligation of confidence to the Company; or (iv) is disclosed without restriction by the Company.

6. Each Party acknowledges that this Agreement and any meetings and communications of the Parties and their affiliates relating to the same subject matter hereof shall not constitute a representation, warranty, assurance, guarantee or inducement with respect to the accuracy or completeness of any Confidential Information or the non-infringement of the rights of third persons.

7. Neither this Agreement nor any rights hereunder shall be assignable or otherwise transferable by either Party in whole or in part without the prior written consent of the other Party.

8. Nothing herein shall be construed as granting to Recipient or its affiliates any right or license to use or practice any of the information defined herein as Confidential Information and which is subject to this Agreement as well as any trade secrets, know-how, copyrights, inventions, patents or other intellectual property rights now or hereafter owned or controlled by the Company. Except as allowed by applicable law, Recipient shall not use any tradename, service mark or trademark of the Company or refer to the Company in any promotional or sales activity or materials without first obtaining the prior written consent of the Company.

9. The Company makes no representations or warranties with respect to any information disclosed by it to Recipient except that the Company hereby represents and warrants to Recipient that the Company has the legal right and power to disclose any information disclosed by it hereunder.

10. This Agreement shall be governed and construed under the laws of the State of Florida, without regard to its conflict of laws principles. Recipient hereby acknowledges and agrees that remedies at law will be inadequate to protect the Company from any actual or threatened breach of this Agreement and that any such breach would cause irreparable and continuing injury to the Company. Therefore, Recipient agrees that the Company shall be entitled to seek equitable relief without any requirement to post a bond, including, without limitation, injunction and specific performance, without proof of actual damages or exhausting other remedies, in addition to all other remedies available to the Parties at law or in equity.

11. Any notice to be given under this Agreement by either Party to the other Party shall be in writing and sent to an officer at its address set forth on the signature pages hereof by certified or registered mail or by overnight air courier, or by email with return receipt requested and received, and shall be deemed received three days after deposit in the mail or with such courier, properly addressed, postage prepaid, or upon receipt of a return receipt is sent by email. If either Party changes its address during the term of this Agreement, it shall notify the other Party at its address set forth above in the manner provided in the preceding sentence.

12. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is made in writing and signed by both Parties. Each Party agrees that no failure or delay by the other in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement contains all the terms of the Parties' agreements with respect to the subject matter hereof and supersedes all previous agreements between the Parties relating to the subject matter hereof.

13. In the event any provision of this Agreement is deemed invalid or otherwise unenforceable for any reason, such invalid portion shall be deleted and the Agreement shall continue in effect for all other purposes. A faxed or copied version of this document has the same effect and meaning as the original.

14. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding upon all of the Parties. In pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one set of such counterparts. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

15. This Agreement may be terminated at any time by either Party giving thirty (30) days prior written notice to the other Party. Unless earlier terminated, this Agreement shall terminate and be of no further force or effect on the cessation of Recipient's employment by, or service as an officer to, the Company. The obligations of the Parties under paragraphs 2, 3, 4, 5, and 12 of this Agreement shall survive such termination for a period of three (3) years.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have caused their duly authorized representatives to sign this Agreement as of the date indicated above.

Carolco Pictures, Inc.

By: _____
David Cohen
CEO

Address for Notices:

David Cohen
Chief Executive Officer
Carolco Pictures, Inc.
1200 N. Federal Highway, Suite 200
Boca Raton, FL 33432
Email: dc@carolcopicures.com

Recipient: _____

By: _____

Name: _____

Address for Notices:

Email: _____
