

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

I understand, acknowledge and agree that I may learn or may have already learned Confidential Information, as defined herein, in and in connection with my participation in and/or access to the production of the feature film show entitled *Resident Evil 6* (the "Production"). I am currently or will be engaged by Mr. X Inc. or (the "Vendor") as defined herein, to render services on and/or provide goods and services to the Production. I acknowledge I may acquire or may be exposed to information (including, without limitation, information that is written, oral, photographed or recorded on film, tape, or otherwise) concerning the creative elements of the Production and the production of the Production. I, on behalf of myself, my agents, representatives and employees, hereby enter into this Confidentiality and Nondisclosure Agreement (the "Agreement") and agree as follows:

1. I shall keep in strictest confidence and shall not disclose to any third party at any time (i.e., prior to, during, or after the filming or exhibition of the Production) any information or materials of any kind, including without limitation, any information or materials concerning or related to the Vendor, the business of the Vendor, any program produced or exhibited by the Vendor, including, without limitation, the terms and conditions of this Agreement, any information concerning or relating to the Production, the concepts or elements of the Production, the location(s) of the Production, the events contained in the Production and the outcome of the Production, that I read, hear or otherwise acquire or learn (collective, the "Confidential Information"). I acknowledge and agree that the Confidential Information is strictly confidential and the exclusive property of Constantin Films (the "Studio"). At no time will I ever, directly or indirectly, divulge in any manner, or use or permit others to use, any of the Confidential Information. Accordingly, I will not give any interview, authorize any publicity relating to the Production or my participation, or copy or otherwise reproduce any part of the Confidential Information with the Vendor without prior written approval in each instance.
2. I agree not to copy or otherwise reproduce any part of the Confidential Information at any time except as specifically directed by the Vendor or any such other authorized representative of the Vendor, as may be designated by the Vendor. The Confidential Information and all copies of the Confidential Information authorized by the Vendor will be securely maintained at all times that they are in my possession, custody or control.
3. I agree that prior to giving any of my agents, representatives or employees access to any of the Confidential Information, I will inform my agents, representatives and employees of its highly confidential nature. I agree to be responsible for any breach of this Agreement by me or any of my agents, representatives or employees.
4. I acknowledge and agree that my obligations with respect to this Agreement shall continue in perpetuity unless terminated in writing by the Vendor. In no event will I have the right to terminate my obligations under this Agreement.
5. I acknowledge that in the event that I breach this Agreement, my breach would cause the Vendor irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action at law, and, therefore, I hereby expressly agree that the Vendor, in addition to any other remedies at law or in equity that they may have, shall be entitled to equitable relief, including injunctive relief or specific performance or both (without posting any bond or other security) to prevent or cure any breach or threatened breach of this Agreement by me. I also recognize that proof of damages suffered by the Vendor in the event that I breach this Agreement would be costly, difficult, and inconvenient to ascertain. Accordingly, I agree to pay to the Vendor the sum of One Million Dollars (\$1,000,000.00) per breach plus disgorgement of any income that I may receive in connection with a breach by me or any of my agents, representatives or employee as liquidated damages in the event I or any of my agents, representatives or employees breaches any of the confidentiality provisions of this Agreement. I agree that this is a reasonable estimate of the amount of damages that the Vendor is likely to suffer in the event I or any of my agents, representatives or employees breaches this Agreement, considering all of the circumstances existing as of the date of this Agreement. Furthermore, I will defend, indemnify and hold free and harmless to the fullest extent of the law, the Vendors, their parent, subsidiary and affiliated companies, and each of their respective officers, directors, agents, representatives and employees, from and against any and all claims, actions, damages, liabilities, losses, cost and expenses (including, without limitation, attorney's fees) that in any way arise out of or result from a breach of any provision of this Agreement by me, or any of my agents, representatives or employees. Upon written request by the Vendor, I shall assume the defense of any claim, demand or action against the Vendor for which indemnity is provided, and shall, upon request by the Vendor, allow the Vendor to cooperate in the defense of the claim, demand or action. The termination or expiration of this Agreement shall not affect my continuing obligations to defend and indemnify the Vendor as set forth herein.
6. This Agreement shall be construed in accordance with, and all controversies and questions with respect to the Agreement shall be determined by, the internal, substantive laws of the Province of Ontario.

Dated: 5/16/2016

Signature: 

Print Name Alejandro Diego von Dorrer