

FILMMAKER AGREEMENT**New Path Pictures Inc. - The Engine Terms of Use**

Welcome. By clicking "I Agree" or by signing below and using the Engine, you are entering into an agreement with New Path Pictures Inc. ("**we**", "**us**", "**our**" or "**New Path**"). The Engine is our online platform where you can submit your project materials for analysis, feedback, and potential introductions to help finance, produce and/or distribute your project.

1. What You Are Agreeing To

When you upload your pitch deck, budget, or other project materials to the Engine, you grant us a non-exclusive, royalty-free licence to use, copy, store, analyze, and share those materials for the purpose of evaluating your project, providing feedback, generating a score of readiness for capital and development (a "**Readiness Score**"), and, if we deem appropriate in our sole discretion, pitching your project to financiers, buyers, distributors, broadcasters, streamers, sponsors, and any other party we believe could help finance, produce, or distribute it, whether or not that party is already in our network (a "**Potential Collaborator**"). We decide who to approach and when. You are free to pitch your project elsewhere at the same time, and we take no exclusivity over your project.

Your Readiness Score measures how ready your project is for capital and development. It is never a judgment of your idea's creative merit.

2. Acceptable Use

You agree to use the Engine only for lawful purposes and in accordance with this agreement. You will not: (a) use the Engine in any way that violates any applicable law or regulation; (b) attempt to gain unauthorized access to, interfere with, or disrupt the Engine or its servers, networks, or systems; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, or underlying technology of the Engine; (d) copy, modify, or create derivative works of any part of the Engine; (e) use any automated means, including bots, scrapers, or data mining tools, to access or collect data from the Engine; or (f) use the Engine to transmit any harmful, infringing, or objectionable content. We reserve the right to suspend or terminate your access if you breach any of these restrictions.

3. Your Rights Stay With You

We do not take ownership of your project. All rights to your film, script, and creative materials remain yours.

4. Confidentiality

We treat everything you share with us as confidential. We share them only with Potential Collaborators, for the purpose of evaluating or advancing your project, and we ask every recipient to treat them the same way. We will not publish your materials or share them for any unrelated purpose without your permission, except as described in Slate Visibility below.

5. Slate Visibility

So we can show the strength of the projects on the Engine, you agree that we may reference your project's title, logline, genre, stage of development, and readiness status in New Path materials, including materials

for our own investors and partners, and that we may use anonymized and aggregated platform data. We will not share your full pitch deck, budget, script, or Readiness Score outside the process described above without your permission.

6. **How We Use AI**

The Engine uses artificial intelligence (“AI”) to analyze your project and build a pathway tailored to it, identifying the business case, surfacing non-dilutive funding options, and pulling audience potential data.

Here is what happens with the materials that you submit:

- We process your materials through paid commercial agreements with established AI providers. Under those agreements, the providers are contractually prohibited from using your materials to train their models.
- Your materials are never entered into public chat tools, such as the consumer versions of ChatGPT or Claude.
- Your materials are processed only inside the Engine's secure workflow, and only for the purpose of analyzing and advancing your project.
- We do not use your materials to train any AI model of our own. We may use aggregated, anonymized learnings across projects to improve how the Engine works, but your materials themselves are never published, entered into any AI training set, or used for another purpose without your consent.

7. **Your Data and Our Learnings**

We collect technical data about how the Engine is used, such as which features you use, what types of materials you upload, and how projects move through the process. We use that data, along with aggregated and anonymized insights across all projects, to operate and improve the Engine. All data collected through your use of the Engine remains the property of New Path. We do not use your creative materials and intellectual property for these purposes, and as stated above, your ideas, scripts, decks, and creative content remain yours. For additional information regarding how we use personal information, please see our privacy policy.

8. **The Engine, Scoring, and Network Access**

The Engine gives you feedback and a Readiness Score. In the future, use of the Engine will carry an annual fee. That fee is waived for our initial slate of projects, and we will confirm in writing whether your project is part of the initial slate. The waiver lasts for as long as your project remains on the Engine. For everyone else, we will give at least 30 days notice before any fee takes effect, and you can choose to stop using the Engine instead of paying it. We will never charge a fee for use of the Engine that you did not agree to.

The Readiness Score is the gate. If your project's Readiness Score is high enough, it moves forward for consideration by our network. If it does not, it does not, but the feedback shows you what to consider strengthening. You can strengthen your project and resubmit at any time.

Your Readiness Score and Engine feedback are for you and New Path. They are not an endorsement of your project, and you agree not to present them to third parties as an endorsement, rating, or approval by New Path without our written consent.

The Engine's formats, templates, scoring system, and methodology belong to New Path. Your creative content belongs to you. When the Engine generates a pitch deck or other materials for your project, New Path grants you a royalty free, non-exclusive, non-sublicensable licence to use those materials to develop, pitch, and finance your project, including with parties we did not introduce. New Path retains ownership of such materials (and of all intellectual property rights incorporated therein). If your use of the Engine ends, you may export a copy of the materials the Engine generated for your project within ten (10) days of termination of your account. You may not resell those materials, provide them as a service to others, or use them to build a competing product.

9. Automated Scoring and Human Review

The initial review of your project is fully automated. The Engine uses AI to analyze your materials and generate a Readiness Score without any human involvement at that stage. Only projects that meet or exceed our scoring threshold are considered for human review and potential introduction to our network. If your project does not meet the threshold, it may not be reviewed by a person on our team.

Even if your project passes the automated threshold, a person on our team makes the final decision about whether it goes to Potential Collaborators. A Readiness Score, no matter how high, is not approval, financing, or a promise from New Path.

We are not obligated to explain how the Readiness Score was calculated, to provide reasons for a Readiness Score, or to reconsider a project that did not meet the threshold. You will not bring any claim against New Path based solely on the outcome of the automated scoring process, except to the extent that applicable law prohibits the waiver of such claims.

Notwithstanding the above, if applicable privacy laws entitle you to an explanation of an automated decision, the right to request that your personal information is corrected, or to make representations on the use of your personal information, you may contact us at the contact information posted on the Engine. This does not require us to disclose our proprietary algorithms, weightings, or scoring methodology.

10. Moving Forward

If a Potential Collaborator is interested in supporting your project on terms acceptable to you, we will prepare a per-project agreement that sets out the financing structure and the respective roles and responsibilities of the Potential Collaborator, you and New Path in connection with the development of your project.

11. Protecting the Connections We Create

If we introduce you to a Potential Collaborator in respect of a project or pitch such project to a Potential Collaborator on your behalf, you agree that you will not enter into any agreement, contract, or other arrangement directly with that Potential Collaborator in connection with such project within 18 months of our introduction or pitch unless otherwise approved by us in writing (which would include the execution of a per-project agreement by you, the Potential Collaborator and New Path). We will notify you of the Potential Collaborator(s) that we pitched or intend to pitch your project to. This restriction will not apply to any

Potential Collaborator(s) that you have an active relationship with prior to our introduction or pitch which you confirm to us promptly following our introduction or notification of pitch.

12. Limitation of Liability

The Engine provides information, feedback, Readiness Scores, and recommendations to help you develop your project. This output is generated by AI and is provided on an “as is” and “as available” basis. It is not financial, legal, or professional advice. AI-generated content may be incomplete, inaccurate, or unsuitable for your specific circumstances. You are solely responsible for evaluating and deciding whether to act on any feedback, Readiness Score, or recommendation. We do not guarantee the accuracy, reliability, or completeness of any AI output, and we make no representations or warranties that using the Engine will result in any particular outcome, financing, distribution, or success.

To the fullest extent permitted by law, New Path is not liable for any indirect, incidental, or consequential damages arising from your use of the Engine or any introduction we make. Our total liability to you for any claim related to this agreement or the Engine will not exceed the greater of (a) the fees, if any, you have paid to us in the twelve months before the claim arose, or (b) fifty dollars (\$50 CAD).

13. Your Promises to Us

By submitting materials to the Engine, you represent and warrant that you have the right to share them with us and that they do not infringe anyone else’s intellectual property or other rights. You agree to indemnify, defend, and hold harmless New Path Pictures Inc. and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to your breach of these representations, your breach of Section 2 (Acceptable Use), or any third-party claim that your materials infringe or misappropriate any intellectual property or other rights.

You also represent that you are at least 18 years of age and have the legal capacity to enter into this agreement.

14. Electronic Communications

When you visit www.newpathpictures.ca, use or access the Engine or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on www.newpathpictures.ca, or through the Engine. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

15. Term and Termination

This agreement begins when you click “I Agree” or sign below and continues until either of us ends it. You may stop using the Engine at any time. We may suspend or terminate your access if you breach these terms or for any reason with 30 days notice. Once the agreement terminates: (i) we will stop pitching your project; and (ii) we will delete the materials that you uploaded, except copies we are required to keep for legal or record-keeping purposes; provided that we may retain copies of such materials in our backup, archival, or disaster recovery systems in accordance with our standard data retention practices. Any materials retained in backup systems will remain subject to the confidentiality and use restrictions set out in this agreement until deleted. The sections on acceptable use, slate visibility, your data and our learning,

confidentiality, protecting the connections we create, automated scoring and human review, limitation of liability, your promises to us, entire agreement, and governing law will survive termination.

16. Changes to These Terms

We may update these terms from time to time. If we make material changes, we will notify you by email or through the Engine before they take effect. Your continued use of the Engine after changes take effect means you accept the updated terms.

17. Our Relationship

Nothing in this agreement creates a partnership, joint venture, or employment relationship between you and New Path. We are independent parties.

18. Entire Agreement

This agreement, together with any per-project agreement you sign with us, is the entire understanding between you and New Path regarding your use of the Engine. It replaces any earlier conversations or understandings on this subject.

19. Disputes

If a dispute arises under this agreement, you agree to first contact us and attempt to resolve it informally. If we cannot resolve the matter within 30 days, either party may pursue formal remedies in the courts of the Province of Alberta. You may reach us at the contact information posted on the Engine.

20. Governing Law

This agreement is governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein and any claim or dispute arising under or in connection with this agreement shall be determined by the courts of the Province of Alberta exclusively.

21. Your Agreement

By clicking "I Agree" or signing below, you confirm that you have read and understood these terms and that you agree to be bound by them.

Name of Filmmaker:

Name of Signatory:

Title of Signatory:

I have the authority to bind the filmmaker.