

MUTUAL NON-DISCLOSURE AGREEMENT

Effective Date: February 16, 2026

THIS MUTUAL NON-DISCLOSURE AGREEMENT ("Agreement") is entered into as of the Effective Date above ("Effective Date") by and between:

SCRIPT KAI, owned and operated by Kaiden Creagh, a sole proprietorship organized under the laws of British Columbia, Canada ("Company"); and

The individual or entity identified below ("User" or "Disclosing Party");

(Each a "Party" and collectively the "Parties")

WHEREAS, the Parties wish to explore a business relationship whereby User will submit original scripts, screenplays, treatments, and related creative materials ("User Confidential Information") to Company for the purpose of automated script breakdown and analysis services using Company's proprietary artificial intelligence platform;

WHEREAS, in the course of providing such services, User may be exposed to information about Company's proprietary technology, software, algorithms, methods, and business operations ("Company Confidential Information");

WHEREAS, the Parties desire to protect the confidential and proprietary nature of such information;

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

1. DEFINITION OF CONFIDENTIAL INFORMATION

1.1 "Confidential Information" means any and all information, whether written, oral, electronic, visual, or in any other form, disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), including but not limited to:

User Confidential Information includes:

- Original scripts, screenplays, teleplays, stage plays, and other dramatic works;
- Treatments, outlines, synopses, loglines, and story concepts;
- Character descriptions, biographies, and development notes;
- Dialogue, scenes, and narrative elements;
- Plot structures, story arcs, and dramatic beats;
- Notes, annotations, and creative materials related to the script;
- Information about intended production, cast, budget, or distribution;
- Any other creative, literary, or proprietary material submitted to the Service;

Company Confidential Information includes:

- Software source code, object code, algorithms, data structures, and architectures;
- Artificial intelligence models, machine learning algorithms, training data, and methodologies;
- Natural language processing techniques, entity recognition methods, and parsing algorithms;
- Database schemas, data models, and data processing workflows;
- User interface designs, wireframes, mockups, and user experience patterns;
- API specifications, integration methods, and technical documentation;
- System architecture, infrastructure design, and deployment configurations;
- Performance metrics, benchmark results, and system capabilities;
- Business strategies, pricing models, marketing plans, and customer information;
- Financial information, projections, and business plans;
- Trade secrets, know-how, inventions, and other proprietary information;
- Any technical information, data, or observations derived from use of the Service;

1.2 Confidential Information includes information that is marked as confidential or proprietary, as well as information that would reasonably be considered confidential given the nature of the information and circumstances of disclosure.

1.3 Confidential Information includes information disclosed before, on, or after the Effective Date.

2. EXCLUSIONS FROM CONFIDENTIAL INFORMATION

Confidential Information does NOT include information that the Receiving Party can demonstrate by written records:

- Was publicly known at the time of disclosure without breach of this Agreement;
- Becomes publicly known through no wrongful act of the Receiving Party after disclosure;
- Was rightfully in the Receiving Party's possession prior to disclosure by the Disclosing Party, as evidenced by written records;
- Is independently developed by the Receiving Party without use of or reference to the Confidential Information, as evidenced by written records;
- Is rightfully received by the Receiving Party from a third party without breach of a confidentiality obligation;
- Is required to be disclosed by law or court order, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement (if legally permitted) and reasonably cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy;

3. OBLIGATIONS OF RECEIVING PARTY

The Receiving Party agrees to:

- Maintain the confidentiality of all Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care;
- Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
- Limit access to Confidential Information to its employees, contractors, and advisors who have a legitimate need to know and who have been informed of the confidential nature of such information and are bound by confidentiality obligations at least as restrictive as those contained herein;
- Not use Confidential Information for any purpose other than the Purpose (as defined in Section 5);
- Not copy, reproduce, distribute, or create derivative works from Confidential Information except as reasonably necessary for the Purpose;
- Implement and maintain appropriate technical, physical, and organizational security measures to protect Confidential Information from unauthorized access, use, disclosure, alteration, or destruction;
- Immediately notify the Disclosing Party in writing upon discovery of any unauthorized access, use, or disclosure of Confidential Information;

4. SPECIFIC PROTECTIONS FOR COMPANY CONFIDENTIAL INFORMATION

4.1 No Reverse Engineering. User specifically agrees NOT to:

- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, algorithms, methods, or techniques embodied in the Company's Service, Platform Technology, or any component thereof;
- Analyze, test, probe, or examine the Service to determine its functionality, operation, or implementation details;
- Use any automated tools, scripts, or software to extract, scrape, or collect data, outputs, or technical information from the Service beyond what is provided through the normal user interface;
- Benchmark, compare, or analyze the Service's performance, capabilities, or features for the purpose of developing competing products or services;
- Attempt to recreate, duplicate, or develop functionally similar or equivalent technology based on observation, testing, or use of the Service;
- Use information, insights, or knowledge gained from the Service to develop, improve, or train any artificial intelligence model, algorithm, or competing service;

4.2 No Derivative Works. User agrees not to use any Company Confidential Information to create, develop, or assist in the creation or development of any derivative works, improvements, modifications, or competing products or services.

4.3 Technical Observations. User acknowledges that any technical information, data, performance metrics, capabilities, limitations, or other observations derived from use of the Service constitute Company Confidential Information and are subject to all confidentiality obligations herein.

5. PURPOSE

The purpose of this Agreement ("Purpose") is to enable Company to provide automated script breakdown and analysis services to User using Company's proprietary platform. Confidential Information may only be used for this Purpose and no other purpose without the prior written consent of the Disclosing Party.

6. OWNERSHIP AND RESERVATION OF RIGHTS

6.1 User Ownership. All right, title, and interest in and to User Confidential Information, including all intellectual property rights therein, remain the sole and exclusive property of User. Nothing in this Agreement shall be construed as granting Company any license, right, or interest in User Confidential Information except as expressly provided in Company's Terms of Service.

6.2 Company Ownership. All right, title, and interest in and to Company Confidential Information, Platform Technology, the Service, and all intellectual property rights therein remain the sole and exclusive property of Company and its licensors. Nothing in this

Agreement shall be construed as granting User any license, right, or interest in Company Confidential Information or Platform Technology except as expressly provided in Company's Terms of Service.

6.3 No Implied Rights. No license or conveyance of any intellectual property rights is granted or implied by the disclosure of Confidential Information. All rights not expressly granted are reserved by the Disclosing Party.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years, unless earlier terminated in accordance with this Section ("Term").

7.2 Survival. Notwithstanding the termination or expiration of this Agreement, the confidentiality obligations set forth herein shall survive for a period of five (5) years from the date of termination or expiration, except that obligations relating to trade secrets shall survive for so long as the information remains a trade secret under applicable law.

7.3 Return or Destruction. Upon termination of this Agreement or upon written request by the Disclosing Party, the Receiving Party shall:

- Promptly return to the Disclosing Party or destroy (at the Disclosing Party's election) all Confidential Information in its possession, custody, or control, including all copies, excerpts, summaries, notes, and derivatives thereof, in any form or medium;
- Provide written certification to the Disclosing Party, signed by an authorized officer, that all such Confidential Information has been returned or destroyed;
- Permanently delete all electronic copies of Confidential Information from all computer systems, servers, backup systems, and storage media;

7.4 Residual Knowledge. Notwithstanding the return or destruction obligations above, the Receiving Party may retain Confidential Information to the extent required by applicable law or regulation, provided such information remains subject to the confidentiality obligations of this Agreement. This Section does not grant any right to retain information that is not legally required to be retained.

8. NO WARRANTY

ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR SUITABILITY FOR ANY PURPOSE OF ANY CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER.

9. REMEDIES

9.1 Acknowledgment of Harm. The Parties acknowledge that:

- Confidential Information is valuable and unique;
- Disclosure or use of Confidential Information in breach of this Agreement will cause irreparable harm to the Disclosing Party for which monetary damages would be an inadequate remedy;
- The Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity;

9.2 Cumulative Remedies. All remedies provided in this Agreement are cumulative and not exclusive, and the exercise of any remedy shall not preclude the exercise of any other remedy.

9.3 Attorney's Fees. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert witness fees, and costs from the non-prevailing party.

10. AUDIT RIGHTS

Upon reasonable advance written notice and during normal business hours, the Disclosing Party (or its authorized representative) shall have the right, no more than once per year, to audit the Receiving Party's compliance with this Agreement, including the security measures implemented to protect Confidential Information. The Receiving Party shall cooperate with such audit and provide reasonable access to relevant personnel, facilities, systems, and records. The auditing party shall bear its own costs except where a material breach is discovered, in which case the audited party shall bear all reasonable audit costs.

11. DATA PROTECTION AND SECURITY

11.1 Security Standards. Company agrees to implement and maintain commercially reasonable technical, physical, and organizational security measures to protect User Confidential Information, including but not limited to:

- Encryption of data at rest and in transit using industry-standard protocols;
- Access controls and authentication mechanisms to limit access to authorized personnel only;
- Regular security assessments and vulnerability testing;
- Incident response procedures for security breaches;
- Employee training on data security and confidentiality;

11.2 Data Breach Notification. In the event of any unauthorized access, use, or disclosure of User Confidential Information, Company shall:

- Notify User within forty-eight (48) hours of discovering the breach;
- Provide User with a detailed description of the breach, including the nature and extent of the compromised information;

- Take immediate steps to mitigate the breach and prevent further unauthorized access;
- Cooperate with User in investigating and remediating the breach;
- Bear all costs associated with breach notification and remediation;

12. THIRD-PARTY DISCLOSURES

12.1 Prior Consent Required. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party, except as provided in Section 12.2.

12.2 Permitted Disclosures. The Receiving Party may disclose Confidential Information to:

- Its employees, officers, directors, contractors, and professional advisors who have a legitimate need to know for the Purpose and who are bound by written confidentiality obligations at least as protective as those in this Agreement;
- Third parties as required by applicable law, regulation, or court order, provided the Receiving Party gives the Disclosing Party prompt written notice (if legally permitted) and reasonably cooperates in seeking a protective order;

12.3 Responsibility for Third Parties. The Receiving Party shall be responsible for any breach of this Agreement by its employees, contractors, advisors, or other third parties to whom it discloses Confidential Information.

13. LIMITATION OF LIABILITY

EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS, UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, OR VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS, AND EXCEPT FOR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflict of law principles.

14.2 Jurisdiction. The Parties irrevocably submit to the exclusive jurisdiction of the courts of British Columbia, sitting in Vancouver, for any action or proceeding arising out of or relating to this Agreement.

14.3 Dispute Resolution. Before initiating any legal proceedings (except for claims for injunctive relief), the Parties agree to first attempt to resolve any dispute through good faith negotiation. If the dispute cannot be resolved within thirty (30) days, either Party

may initiate binding arbitration in Vancouver, British Columbia, in accordance with the Arbitration Act (RSBC 1996, c. 55) or its successor legislation. The arbitrator's decision shall be final and binding. Notwithstanding the foregoing, either Party may seek injunctive relief or other equitable remedies from a court of competent jurisdiction at any time.

15. GENERAL PROVISIONS

15.1 Entire Agreement. This Agreement, together with Company's Terms of Service and Privacy Policy, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

15.2 Amendments. This Agreement may only be amended by a written instrument signed by both Parties.

15.3 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

15.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom the waiver is sought to be enforced. No waiver shall constitute a waiver of any other provision or any subsequent waiver of the same provision.

15.5 Assignment. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that Company may assign this Agreement without consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section shall be void.

15.6 Notices. All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by confirmed email, or sent by registered or certified mail, return receipt requested, to the addresses set forth below or such other address as a Party may specify in writing:

If to Company:

ScriptKai

Attn: Kaiden Creagh

Email: support@scriptkai.com

If to User:

Email address associated with User account

15.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures.

15.8 Force Majeure. Neither Party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, labor disputes, pandemic, or internet service disruptions.

15.9 Independent Contractors. The Parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, or employment relationship between the Parties.

15.10 Export Control. User agrees to comply with all applicable export and import control laws and regulations in its use of the Service and handling of any technical data or information.

15.11 Survival. Sections 1, 2, 6, 7, 8, 9, 11, 13, 14, and 15 shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Mutual Non-Disclosure Agreement as of the Effective Date.

SCRIPT KAI:

Name: Kaiden Creagh

Title: Founder and Owner

Date: February 16, 2026

USER / DISCLOSING PARTY:

Name: _____

Date: _____

Email: _____