MASTER STRATEGIC PARTNERSHIP AGREEMENT

SPACEARCH AICINE LAB | GENACADEMY | MFILM STUDIOS | YOURVIDEO

NEGOTIATION DRAFT • NON-EXECUTED • Version 1.0 • 12 November 2026

This Master Strategic Partnership Agreement ("Agreement") is entered into as of [Effective Date] by and between [full legal name of SpaceArch contracting entity], organized under the laws of [jurisdiction], with registered address at [address] ("SpaceArch"), and [full legal name of studio contracting entity], organized under the laws of [jurisdiction], with registered address at [address] ("Studio"). Each is a "Party"; together, the "Parties". No company affiliation or authority is presumed by this draft.

1. Purpose and framework

The Parties intend to pilot a branded screenwriting training and AI-assisted editorial development program at SpaceArch's existing coworking facilities in Galería Central, Mar del Plata, Argentina ("Pilot"). This Agreement sets the umbrella terms. No film, script, IP license, production, equity investment, real estate purchase or lease is committed unless separately documented in an executed statement of work ("SOW") or definitive agreement.

2. Pilot term and scope

The Pilot runs for ninety (90) calendar days after the later of the Effective Date and written brand-use approval ("Pilot Start"). The Parties will approve a written Pilot Plan before public launch, specifying curriculum, cohort size, target audience, authorized marks, campaign channels, editorial criteria, named representatives, reporting format, budget and key performance indicators. Any extension requires a signed writing.

3. SpaceArch contributions

Subject to the Pilot Plan, SpaceArch will provide existing coworking capacity, GenAcademy training delivery, administrative support, AI-assisted editorial workflows, version control, and introductions to MFilm development opportunities. SpaceArch retains control of its pre-existing software, methods, brands, facilities and platforms. It makes no representation that particular scripts will be acquired or films produced.

4. Studio contributions

Subject to the Pilot Plan, Studio will grant a limited, revocable, non-transferable permission to use specifically approved marks solely for the Pilot; conduct agreed outreach and promotion; nominate an editorial contact; and review agreed numbers of submitted projects against written criteria within stated response periods. Studio is not required to acquire any screenplay. Neither Party may imply an endorsement or official relationship before written approval by authorized signatories.

5. Education revenue sharing

For only the courses expressly designated "Partner Courses" in a signed Pilot Plan, Distributable Net Course Profit ("DNCP") equals cash actually collected from course sales, less refunds, chargebacks,

indirect taxes collected for authorities, payment processing fees, affiliate commissions, and direct, documented, pre-approved delivery and acquisition costs attributable to those courses. General overhead, intercompany charges and unrelated development costs are excluded unless approved in writing. DNCP shall be split 50% to SpaceArch and 50% to Studio. No distribution is due on a negative DNCP balance; losses do not carry forward absent agreement. Statements and payments are due within 30 days after each calendar month, in USD or another agreed currency, with lawful withholding taxes disclosed. Each Party may audit relevant records once per year on reasonable notice through an independent accountant, subject to confidentiality.

6. Student and author protections

Enrollment purchases education only; neither Party shall promise employment, studio representation, script acquisition, or guaranteed earnings. Course terms shall clearly disclose tuition, refunds, assessment standards, use of AI and any optional submission program. Authors retain their rights in submitted original works unless they separately sign a specific, fairly compensated option, license, assignment or commissioned-work agreement. No blanket IP transfer arises from enrollment.

7. AI editorial system and human oversight

SpaceArch may deploy specialized AI agents for dramaturgy, similarity screening, editorial scoring, production feasibility, market analysis, metadata and rights documentation. Automated findings are advisory only; final selection and legal clearance require qualified human review. The Parties shall document tool provenance, permissible input/output uses, confidentiality safeguards, human creative contributions, and vendor terms. No third-party confidential screenplay may be used to train models without express authorization.

8. Intellectual property and rights clearance

Each Party retains all background IP. Newly developed course materials, software, models and jointly commissioned deliverables shall be owned or licensed only as specified in a signed SOW. Screenplays intended for commercial exploitation must undergo chain-of-title review, contributor releases, plagiarism/similarity assessment and appropriate registrations. Argentine copyright registration may be pursued where applicable, but does not guarantee protectability or clearance in other jurisdictions, particularly for AI-generated elements. Studio receives no first-look, option, exclusivity or right of first refusal unless separately negotiated in writing.

9. Film development and economics

Any screenplay commission, film option, adaptation, avatar performance, production budget, creative participation, financing or recoupment waterfall requires a film-specific SOW. The illustrative model (30% writers, 5% avatarized performers, 35% producers, 30% distribution/streaming) is a negotiating proposal only, not an automatic entitlement. Each SOW shall define net profit, recoupable costs, audit rights, union/guild compliance, talent consents, territories and payment mechanics. The USD 200–500 per finished minute estimate is preliminary, not a guaranteed price.

10. YourVideo distribution

For any film affirmatively designated as a “Covered Production” under a signed film-specific SOW, the Parties intend to include a commercially workable, non-exclusive exhibition license to SpaceArch’s YourVideo platform. No license arises solely from this Agreement. Each SOW shall define window, territory, term, technical delivery, fees, marketing, takedown, accounting, security and exceptions required by pre-existing distributor, financing, guild or other rights commitments. Other distribution channels remain permissible unless otherwise agreed.

11. Real estate and expansion option

Studio is not obligated to buy, rent, or fund premises during the Pilot. Following review of Pilot results, the Parties may explore a separate purchase, lease or occupancy agreement for space in Galería Central and an AICine production unit linked to international studio operations. Any transaction is subject to property availability, owner/consortium approvals, permits, building safety, local law, due diligence and a separately executed instrument. This clause grants no option or property right.

12. Governance, milestones and KPIs

Each Party shall designate one project lead and meet at least biweekly. A day-30 checkpoint reviews launch, course enrollments and editorial pipeline; day-60 reviews completion rates, submission quality and unit economics; day-90 reviews DNCP, qualified scripts, studio review turnaround, learner satisfaction, compliance incidents and expansion feasibility. Targets shall be specified in the Pilot Plan; no target is guaranteed. Material changes require written approval.

13. Branding, publicity and confidentiality

Neither Party may issue press releases, use the other’s trademarks, refer to a studio partnership publicly, or identify executives as endorsers without prior written approval of precise copy and artwork. Each Party shall protect non-public business, financial, creative and technical information using reasonable safeguards, restrict access to need-to-know personnel and return or destroy confidential information on request, subject to legal retention. Confidentiality lasts three years after termination; trade secrets remain protected as long as legally protected.

14. Data protection and security

The Parties shall document controller/processor roles and comply with applicable Argentine, US and other relevant privacy laws. Student and author data may be used only for disclosed program purposes. International transfers, retention periods, security measures, incident notification and AI-vendor access must be addressed in a separate data-processing addendum before personal data is shared. No sensitive data or confidential scripts shall be placed in unapproved AI services.

15. Compliance and representations

Each Party represents it has authority to enter this Agreement and will comply with applicable anti-bribery, sanctions, consumer, advertising, labor, copyright and tax rules. Neither Party may bind the other or represent that a film studio or distributor has approved a project absent written

authorization. The Parties are independent contractors; no agency, employment, joint venture or fiduciary relationship is created.

16. Liability, insurance and indemnity

Each Party is responsible for its own misconduct, unauthorized brand use, infringement and privacy violations. Detailed indemnities, liability caps, exclusions, required insurance and dispute-specific remedies must be negotiated before signature and inserted in Schedule D. No provision in this draft should be interpreted as a finalized allocation of liability.

17. Termination and consequences

Either Party may terminate for material breach not cured within 15 business days after written notice, or immediately for serious misuse of marks, unlawful conduct or material confidentiality/security incidents. Either Party may terminate the Pilot for convenience on 30 days' written notice. Earned DNCP distributions remain payable; approved student courses should receive an orderly completion or refund plan. Upon termination, all use of the other Party's marks ceases, and no film or real-estate rights survive except under separate executed agreements.

18. Governing law and disputes — election required

Before execution, the Parties shall select governing law [Argentina / Florida / other] and a dispute forum [courts / institutional arbitration, seat, language, rules]. No governing-law or jurisdiction selection is made by this draft. The Parties shall first attempt executive-level good-faith resolution for 30 days, without preventing urgent protective relief.

19. Notices, entire agreement and signatures

Notices shall be sent to designated legal contacts listed in Schedule A. Amendments must be signed by authorized representatives. This Agreement and its signed schedules constitute the entire agreement on its subject matter; no oral commitment or draft email creates a production, investment or licensing obligation. Electronic signatures and counterparts may be used to the extent legally valid.

SCHEDULE A — PARTIES AND AUTHORIZED CONTACTS

SpaceArch legal entity: [ ]; registration/tax ID: [ ]; registered address: [ ]; signatory/title: [ ]; legal notice email: [ ]. Studio legal entity: [ ]; registration/tax ID: [ ]; registered address: [ ]; signatory/title: [ ]; legal notice email: [ ].

SCHEDULE B — PILOT PLAN (TO BE COMPLETED)

Pilot Start: [ ]; 90-day end: [ ]; premises and capacity: [ ]; approved Studio marks and copy: [ ]; Partner Courses: [ ]; tuition: [ ]; enrollment targets: [ ]; promotional commitments: [ ]; editorial reviewer(s): [ ]; number of submissions and review SLA: [ ]; AI tools and security approval: [ ]; direct-cost budget: [ ]; KPI thresholds: [ ]; student terms/refund policy: [ ].

SCHEDULE C — OPTIONAL WORKSTREAMS

A. Education & AICine Lab: governed by Sections 2–8 and Pilot Plan. B. MFilm development/coproduction: requires a film-specific agreement, chain-of-title and budget. C. YourVideo distribution/equity: requires separate licensing and, for any equity, definitive investment documents, valuation and regulatory review. None is implied by signing the umbrella Agreement.

SCHEDULE D — LEGAL NEGOTIATION ITEMS

Complete before execution: liability cap and exclusions; indemnities and defense control; insurance; governing law/forum; tax treatment and cross-border remittance; privacy addendum; applicable guild/union requirements; permitted AI tools; approved brand-use assets; payment banking details; local premises permissions; conflict-of-interest rules.

SIGNATURES

For SpaceArch	For Studio
Authorized signature: _____	Authorized signature: _____
Name / Title / Date: _____	Name / Title / Date: _____