ATTACHMENT AGREEMENT

This confirms the terms of the agreement (“Agreement”) dated as of October \_\_\_, 2017, between GodArt Studio, LLC & Reynaldo Pacheco INC (“Companies”), on the one hand, and Carlos Sanz (“Rights Holder”), on the other hand, in connection with the picture based on the film format currently entitled “Indigo” (“Format”). For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. For a period of six (6) months from the date hereof, which period shall be extended if bona fide negotiations with a third party are on-going at the end of such initial 6-month period for up to an additional three (3) months (the “Term”), Company shall have the exclusive right to represent the Format with respect to soliciting third party interest in the Format in all media throughout the world. In the event that a third party wishes to acquire rights in the Format, Rights Holder shall negotiate in good faith Rights Holder’s own agreement with the third party with respect to such rights, within customary industry parameters. Similarly, Company shall negotiate its own agreement with the third party for services to be furnished by Company in connection with the Format and any productions based thereon. Each party agrees that it shall not during the Term option, license, sell or otherwise dispose of or encumber any rights in and to the Format unless the other party has entered into an agreement to render services and/or furnish rights in connection with such disposition. In the event that no deal has been reached with a third party during the Term, neither Rights Holder nor Company shall have any further obligation to each other with respect to the Format or otherwise, provided that Company shall exclusively retain all rights in all development and/or pitch materials in connection therewith. Notwithstanding the foregoing, if within six (6) months following the expiration of the Term, Rights Holder proposes to enter into an agreement in connection with rights in the Format with a third party to which Company submitted the Format during the Term, then Company shall remain attached to the Format pursuant to the terms of this Agreement as if the rights in the Format had been set up during the Term. Upon Rights Holder’s written request, Company will provide Rights Holder with a list of third parties to which rights in the Format was submitted. In addition, The Term shall be automatically extended and re-extended for so long as any third party agreement(s) covered by this Agreement shall be or continue to be in effect, including any and all exercises of options, extensions, renewals, modifications, substitutions for and additions to such agreement(s), and for a period of six (6) months thereafter.
2. Rights Holder represents and warrants that (i) the Format is original with Rights Holder and will not infringe on the intellectual property rights of any third parties, and to the best of Rights Holder’s knowledge, will not violate any other rights of any third parties; (ii) Rights Holder has not previously granted any of Rights Holder’s rights in the Format to any third party; and (iii) Rights Holder has the right to enter into this Agreement. Each party shall indemnify and hold harmless the other party from and against all damages, claims, costs and expenses, including reasonable outside attorneys’ fees arising from the other party’s breach or default of its representations, warranties or obligations under this Agreement, or intentional misconduct or gross negligence.
3. This Agreement supersedes any prior or contemporaneous oral or written agreement(s) between the parties with respect to the subject matter of this Agreement and may only be amended by a written instrument signed by the party to be bound. This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements which are executed and fully performed within the State of California. The parties to this Agreement agree that the federal and state courts located in the State of California, County of Los Angeles, shall have exclusive jurisdiction of any action or proceeding among them. Rights Holder and Company shall execute any additional documents consistent with this Agreement that may be required by any potential buyer of any rights in and to the Format. Nothing herein shall be construed to create a general partnership or fiduciary relationship among the parties. This Agreement may be executed in counterparts.

Carlos Sanz María Alejandra Guerrero Rocca

By: GodArt Studio, LLC

Its: Rights Holder Its: President

Reynaldo Pacheco

By: Reynaldo Pacheco INC

Its: President