



CO-PRODUCTION AGREEMENT

On October 20th, 2016

On the one hand:

<b>B23 CG RESOURCES AND TOOLS, SL</b> (from now on: Boutique23)	
<b>Company Tax ID:</b>	B65496556
<b>e-MAIL:</b>	sergio@boutique23.com
<b>WEBSITE:</b>	http://www.boutique23.com
<b>ADDRESS:</b>	Carrer Balmes 206 3º 1ª - 08006 Barcelona
<b>REPRESENTED BY:</b>	Sergio Jiménez, with valid ID 21674999Y

And on the other hand:

recipient: _____	Name of the _____ (from now on: The Recipient)
<b>e-MAIL:</b>	
<b>WEBSITE (if exists):</b>	
<b>ADDRESS:</b>	

Agree:

- The Purpose.** Boutique23 and The Recipient wish to explore a potential business relationship in connection with which Boutique23 may disclose its Confidential Information (as defined below) to the Recipient, (The Relationship). Boutique23 and The Recipient wish to collaborate in the creation of content in the form of one or more episodes of the Animated Series with the provisional title: TOO and TREE, under the terms and conditions stated below.
- Definition of Confidential Information.** Confidential Information means any information, including but not limited to, that which relates to products, services, processes, code, source code, designs or finances of Boutique23, which all shall be deemed as Confidential Information.
- Proprietary Information.** Any documents, files, administrative, database, server, source code or any other information confidential or otherwise that is related to Boutique23 will not be used in any way other than for internal use of Boutique23.
- Nondisclosure of Confidential Information.** The Recipient agrees not to use any Confidential Information disclosed to it by Boutique23 for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of the Relationship. The Recipient will not disclose any Confidential Information of Boutique23 to parties outside the Relationship. The Recipient agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Boutique23 in order to prevent it from falling into the public domain. The Recipient agrees to notify Boutique23 in writing of any misuse or misappropriation of Confidential Information of the disclosing party.
- Publicity.** The Recipient will not, without prior consent of the other party, disclose any other person, the fact that Confidential Information of Boutique23 has been disclosed under this agreement.
- Governing Law.** This agreement shall be governed by and enforced in accordance with the laws of

Spain and shall be binding upon the Recipient in Spain and worldwide.

**7. Terms and Conditions**

- a. Every participant in the creation of any episode of the TOO and TREE Series needs to agree in the present Terms and Conditions with no exception.
- b. The TOO and TREE Series is an animated Series and an original idea from Boutique23.
- c. Boutique23 will act as the production company in the TOO and TREE Series and will be the major participant in the ownership of the episodes, having the only right for distributing or negotiating distribution rights with third parties.
- d. Boutique23 will facilitate the access to assets, such as the main characters of the Series, to be used in the Animated Series Project, with no cost for the participants.
- e. In any case and under any circumstance all Intellectual Property and industrial Rights of the provided characters belong to Boutique23.
- f. Characters or other assets acquired by The Recipient cannot be modified, transferred or shared with others, including modified versions or parts, except with the express written authorization of Boutique23.
- g. Characters or other assets acquired by The Recipient cannot be used commercially except with the express written authorization of Boutique23.
- h. The original design of those assets, together with the entire intellectual and industrial property rights that pertain to it are exclusively property of Boutique23.
- i. Boutique23 will share each episode's ownership with the participants on those episodes, the following way:
  - i. 49% of the ownership of one episode will be shared by all episode participants, becoming co-producers of the TOO and TREE Series. This 49% of the ownership will be shared with The Recipient and the other participants in the episode according to the total work realized in the episode.
  - ii. 51% of the ownership of one episode will be boutique23's.
- j. The Recipient will be credited according to his/her contribution to the episode.
- k. If The Recipient wants to share the episode in any media it will have to be under the consent of Boutique23, and all the participants will be accordingly credited for their contribution to the episode.
- l. If any participant abandons the project without finishing their assigned tasks, they will lose all rights of ownership on the Series' episodes.

In Witness whereof, this CO-Production Agreement is executed as of the date first above written:

**The Recipient**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**B23 CG Resources and Tools, SL**

By: Sergio Jiménez Doménech

Title: CEO and Executive Producer