

NON-EXCLUSIVE LICENSE AGREEMENT

For Internet distribution (including video on demand, Digital Rights Managed Files, iPod, PPV 'Pay per View' and Flash™ and any and all future formats and methods of Internet viewing and distribution.)

BETWEEN:

Demotikos AB
Regeringsgatan76
11139 Stockholm
Sweden

ID number: 5562631274
Tax ID number: SE556263127401

Represented by:

ID number: _____
Tax ID number: _____

Recorded in: _____
Represented by: _____

(Hereinafter "Demotikos AB")

(Hereinafter "Content Provider")

Preamble

- Demotikos AB is an operator of several on-line adult movie web sites.
- "Content Provider" is a producer or supplier of certain, adult movies and Content Provider desires to make these adult movies available to viewers on terms and Conditions set out in the Agreement through the on-line adult movie web sites operated by Demotikos AB
- "Formats" hereinafter describes "Video on demand ", Digital Rights Managed Files, iPod, Flash™, **PPV** and any and all future formats and methods of Internet viewing and distribution which may come into being during the term of this agreement (hereinafter called the "Agreement").

Article I

Subject matter of the Agreement

- Content Provider grants herewith Demotikos AB for one year from the date of the Agreement , a non-exclusive license (hereinafter "License") for the use of adult movies supplied to Demotikos AB by the Content Provider (hereinafter "Content") in order to make the Content for payment and promotion (hereinafter referred to as "Free Clips") available as the Formats on Points of Sale (hereinafter "POS") on the web sites found at www.mycinemix.com and www.mancinemix.com and further associated Demotikos AB web sites and affiliate programs that may be announced by Demotikos AB to the Content Provider (hereinafter "Sites"). Sites can be placed and operated by Demotikos AB anywhere in the world without any territorial restrictions, prior announcement or the Content Provider's approval.
- Demotikos AB is obliged to pay 25% of gross revenues to the Content Provider for license to use the Content on Sites (hereinafter "Royalty" or "Royalties").
- Demotikos AB provides POS on Sites for adult movies and similar content also for producers or suppliers of adult movies other than the Content Provider (hereinafter "Studio" or "Studios").

Article II

Technical and other conditions

- Content Provider will supply Demotikos AB with copies of video masters or DVD(s) with Content.
- Demotikos AB. shall create Digital Rights Management encoded files from Content (hereinafter "DRM Files") for download with DRM software (hereinafter "DRIVI") in compliance with recognized and binding DRM rules. Demotikos AB may also at it's election create Flash™ files for PPV, files for viewing in iPods and other file formats for Internet distribution and consumption.
- Demotikos AB will host DRM Files using commerce server hosting with SSL encryption for secure transactions (in order to exchange proprietary customer payment information) through a third party processing and merchant billing company. None of the Site's customers will be able to acquire DRM files without prior payment, age verification and account registration.
- Demotikos AB. provides on-line statistics and reports of rentals from the Sites and log analysis data is available to the Content Provider on a daily basis.

Article III

Fees and Payment Conditions

- A Royalty of twenty five percent (25%) of the gross revenue less VIT earned from the exploitation of the Content shall to be paid by Demotikos AB to the Content Provider in U.S. Dollars or Euro. Accounting of Royalties is to be made monthly.
- Payment of the benefited Royalties shall be made within thirty (30) days from the end of the relevant month.

Article IV

Duration and termination of the Agreement

- The Agreement will remain in force for one (1) year from the date of signing.
- The Agreement will automatically renew for an additional one (1) year term unless either party gives written notice to terminate within thirty (30) days prior to the expiration date. Upon such termination, Demotikos AB will remove all files in all of the Formats from its Sites.

3. Contracting parties are authorized to withdraw from the Agreement with effectiveness of delivery of a written notice of withdrawal from the Agreement to the other contracting party:
 - a. in case that the other contracting party commits a provable substantial breach of its contractual obligations and the breaching party doesn't fulfill its obligation within a supplementary reasonable deadline, even after being called on to do so.

Article V

Contracting parties' Responsibilities, Representations and Warranties

1. Each of the contracting parties warrants to the other that it has full power and authority to enter into and perform the Agreement.
2. Content Provider represents and warrants to Demotikos AB:
 - a. that each actor appearing in the Content participated willfully and without duress or coercion and were over the age of eighteen (18) years when the Content was produced..
 - b. Content Provider is obliged on Demotikos AB's request to provide Demotikos AB with adequate proofs of the fulfillment of the obligations stated in this paragraph consistent with local laws and customs of the territory in which the Content was produced.
3. Content Provider in compliance with paragraph 2 represents and warrants to Demotikos AB that the Content especially:
 - a. does not endanger, violate or infringe upon the rights either of Demotikos AB or of any third party including but not limited to Intellectual Property or other proprietary rights, personality rights, rights to the protection of one's reputation or rights of privacy,
 - b. contains no defamatory, trade libelous, unlawfully threatening or unlawfully harassing content,
 - c. does not contain content that is not United States Code, Title 18, Section 2257 compliant, or depicts either by implication or simulation necrophilia or pedophilia.
 - d. does not violate any law, statute, ordinance or regulation including but not limited to criminal laws and regulations, laws and regulations regarding unfair competition and data protection
 - e. does not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
4. Demotikos AB has no obligation to the Content Provider, and undertakes no responsibility, to review the Content to determine whether any such Content fulfills the conditions set out in paragraphs 2, and/or 3.
5. Notwithstanding anything to the contrary contained in the Agreement, if Demotikos AB reasonably believes that any Content does not fulfill the conditions set out in Paragraph 2, 3 and/or 4, Demotikos AB may remove such Content from its Sites.
6. Provisions of paragraph 2, 3, 4, and 5 apply also to Free Clips.

Article VI

Indemnification and Disclaimer of Warranties and Limitation of Liability

1. In the event a third party action or claim against Demotikos AB is based upon or arises from a breach of any of the provisions of Article V of the Agreement as a result of the distribution, display or transmission of the Content or Free Clips, Content Provider will indemnify and hold harmless Demotikos AB against any and all losses, demands, claims, liabilities, damages, costs and expenses (including without limitation any direct or indirect consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with such action or claim.
2. Demotikos AB will use commercially reasonable efforts to maintain operability and functioning of the Sites; however, Demotikos AB does not warrant that the Sites will function without interruption or that they will be error free. Content Provider's sole remedy and Demotikos AB's sole liability in the event of any failure of or problem with the operability and functioning of the Sites shall be Demotikos AB's taking of reasonably prompt action to correct any such failure.
3. Demotikos AB shall be not liable for unauthorized use of the Formats on the Sites through hacking, password mining or any other means despite of used protection against such unauthorized use.

Article VII

Intellectual property rights

1. For the purposes of the Agreement intellectual property rights mean all intellectual property rights wherever in the world, whether registered or unregistered (and including any application), including but not limited to copyrights, rights related to Copyrights, database rights, trademarks, business names and domain names, confidential information, trade secrets, know-how, design rights and all rights in the nature of unfair competition rights (hereinafter "Intellectual Property Rights").
2. For the purposes of the Agreement, "Marks" mean any and all trademarks, trade names, service marks, logos, URLs or identifying slogans, whether or not registered, under a Contracting party's ownership or under license including the right to sublicense, which are licensed pursuant to paragraphs 5 and 6 (hereinafter "Marks").
3. Content Provider grants Demotikos AB a non-exclusive, non-transferable, non-assignable, royalty-free license to use those Marks of the Content Provider solely for purposes of performing Demotikos AB's obligations under the Agreement including, without limitation, in connection with any advertising, marketing and promotional activities undertaken and materials developed for this purpose. This license is granted by the Content Provider to Demotikos AB for the period of the Agreement's duration.
4. The Content Provider acknowledges that the Sites (including without limitation, all Content, text, images, software, media and other materials on the Sites) are proprietary to or licensed by Demotikos AB and protected under copyright and other

intellectual property laws. Save as expressly provided in the Agreement, nothing shall be construed to grant the Content Provider any right, title or interest in or to the Sites.

5. Title to and ownership of all Intellectual Property Rights embodied by or otherwise incorporated into the Content shall remain with the Content Provider. Save as expressly provided in the Agreement, nothing shall be construed to grant to Demotikos AB any right, title or interest in or to the Content.
6. The contracting parties agree that any and all Site's user's data (e.g. name, address, e-mail address, etc.) that is collected through any user registration process or otherwise shall be owned by Demotikos AB.

Article VIII

Relationship of the contracting parties

Content Provider and Demotikos AB are independent contractors, and nothing in the Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. Neither party has any authority to make or accept any offers or representations on the other's behalf.

Article IX

Salvatorian clause

Should any of the provisions of the Agreement be or become invalid or ineffective, this will not affect the other provisions of the Agreement, which will remain valid and effective, provided that the character of the Agreement is sustained and this circumstance does not establish the impossibility of fulfilling the purpose of the Agreement. In this case, the contracting parties are obligated to replace the invalid provisions with new valid provisions, which best correspond to the originally intended purpose of the invalid provisions.

Article X

Miscellaneous provisions

1. Neither party may assign its rights and obligations hereunder without the prior written consent of both contracting parties and the assignee, whereas such consent shall not be unreasonably conditioned, withheld or delayed. This consent is not required if the Assignee is an affiliated company or a legal successor of the contracting party and in cases specified by valid legal regulations.
2. The Agreement sets forth the entire understanding and agreement of the contracting Parties hereto, and supersedes any and all oral or written agreements or understandings between the contracting parties, as to the subject matter hereof
3. This Agreement shall be governed by and constructed under the laws of Sweden applicable to agreements made and fully to be performed in such jurisdiction. Both parties agree and consent to the jurisdiction of any state or federal court located in Sweden.

Article XI

Final provisions

1. The Agreement is elaborated in an English version in two counterparts, of which each Contracting party receives one All changes and additions to the Agreement may be concluded validly only by means of written amendments confirmed by the contracting parties.
3. Contracting parties herewith declare and affirm with their signatures, that they considered the Agreement duly, read and understood the whole text and enter into the Agreement voluntary. The contracting parties also declare that there are no facts that could make the Agreement invalid, ineffective against any third party or defeat its purpose as they earnestly declared at the beginning of Agreement. In proof of these facts they affirm the Agreement with their signatures.

DATED: _____

On behalf of Demotikos AB:

[Signature]

[Print name here]

Name of bank: _____

Account name: _____

On behalf of the Content Provider:

[Signature]

[Print name here]

SWIFT address: _____

IBAN: _____

Titles:

Company: _____

Signature: _____