

KORNMEIER & PARTNER

RECHTSANWÄLTE

DR. KORNMEIER · DR. SIOHL · DR. VALBERT

Kornmeier & Partner Hansaallee 23 60322 Frankfurt/Main

By fax: 0044-7005 964 519

Davenport Lyons
Mr. Brian Miller
30 Old Burlington Street
London W1S 3NL

Frankfurt am Main, 19. März 2008
UK/bm

DigiProtect
(Chain of Title)

Dear Brian,

Attached please find a Standard Agreement which DigiProtect enters into with right holders. The Agreement attached is the Agreement between DigiProtect and RLD Distribution L.L.C from California. We would appreciate your advise whether you require further information regarding the chain of title, i.e. any documentation from the original right holder.

Please note that in clause 2 of the Standard Agreement, the original right holder does not assign the "entire" right of making their products publicly available, but (for obvious reasons) only in respect of file-sharing systems. Does this constitute any problem under UK law?

FRANKFURT	Dr. Udo Kornmeier · Dr. Ulrich Siohl, LL.M. (USA) · Marc-Oliver Stocke Hansaallee 23, 60322 Frankfurt/Main, T: +49 / (0)69 / 596 20 81, F: +49 / (0)69 / 55 03 61
KÖLN	Dr. Donald Valbert Kaiser-Wilhelm-Ring 14-16, 50673 Köln, T: +49 / (0)221 / 925 23 80, F: +49 / (0)221 / 925 23 81
IN KOOPERATION	Dr. Ulrich Greichgauer, Wirtschaftsprüfer / Steuerberater Parkstr. 7, 60322 Frankfurt/Main, T: +49 / (0)69 / 680 919 55, F: +49 / (0)69 / 680 919 56

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Other than that, I think we should discuss over the phone your e-mail comments dated 18 March, 2008. Are you in the office tomorrow all day long?

The major remaining issue which we have to discuss is the financial side.

The first thing, I have to clarify is that the 49 % instead of 37,5 % means that 11.5 % have to be paid to DRS which means that DL, now as before, end up with 37,5 %.

What seems to remain an issue is the financing of the contentious matters. It is important for you to note that DigiProtect has no clause in its agreements with the original right holders that the original right holders have to pay for contentious matters. The whole project is a "no cost"-project for the original right holders. Therefore, it is impossible for DP to guarantee payments in an amount which is hardly to foresee. The whole project, as DP sees it, is kind of a "joint venture" where no party charges the other party with any costs. As mentioned before, this is how we handle it in Germany and because DP provides substantial business, the business still is profitable although fees for litigation are included in the 37,5%.

If you write that the Management Committee at DL sees a target per annum of 25.000 IP addresses, I am wondering how you have run the Logistep business so far which generated only 1.800 IP addresses during the first year. With at least 12.000 IP addresses which DP expects to deliver, the DL's business should be much more profitable. Which, in term, should justify that the contentious work is included in the 37,5 % share.

Anyway, we finally should discuss this issue over the phone whenever it is convenient for you.

Best regards



U.Kornmeier

cc: A. Walter (DigiProtect)

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DigiProtect
GESELLSCHAFT ZUM SCHUTZE
DIGITALER MEDIEN MBH

Framework benchmark agreement

concluded between

DigiProtect Gesellschaft zum Schutze digitaler Medien mbH
digital protection of your copyrights
Ferdinand-Porsche-Straße 13

60386 Frankfurt am Main

and

RLD Distribution, LLC

20330 Nordhoff Street

Chatsworth, CA 91311

hereinafter referred to as DIGIPROTECT -

hereinafter referred to as LICENSOR -

1.

Object of the agreement

LICENSOR is a proprietor of the rights of use and enjoyment and exploitation of pornographic movies. Licensor experiences economic damages as a result of the illegal exploitation of the movies on so-called peer-2-peer networks. The object of this agreement is the appointment of DigiProtect by licensor to implement suitable measures to prevent the economic disadvantages licensor is experiencing.

2.

Granting of rights

To achieve the purpose outlined in number 1, LICENSOR grants DIGIPROTECT the exclusive right to make the movies listed in Appendix 1 globally accessible to the public via remote computer networks, so-called peer-2-peer and internet file sharing networks such as e-Donkey, Kazaa, BitTorrent etc. for the duration of this agreement. The parties agree that additional movies can be added to Appendix 1 with a written supplemental agreement. By way of clarification, the rights granted herein are for the sole purpose of enabling DIGIPROTECT to prosecute in its own name any infringers of Licensor's content. Specifically, without limitations, this agreement does not grant any rights whatsoever for the exploitation of Licensor's content in any manner for generating revenue or otherwise except specifically for the purpose of prosecuting infringers.

Reservation of Rights/Exclusivity. All licenses, rights, titles and interests with respect to the movies not specifically granted to Company hereunder shall be and are reserved to Licensor and may be fully exploited and utilized by Licensor without condition, limitation or restriction.

3.

Guarantee

D.J.

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LICENSOR guarantees that it is in the possession of all rights required to execute this agreement and indemnifies DIGIPROTECT from any claims asserted by third parties in this respect. Upon request by DIGIPROTECT, LICENSOR will provide evidence of the complete chain of rights suitable for the courtroom for each movie listed in the Appendix.

4. **Economic risk**

DIGIPROTECT bears the economic risk associated with the exploitation of the granted rights. LICENSOR shall not be required under this Agreement to make any payments or compensation to anyone for any reason.

5. **Compensation**

DIGIPROTECT agrees to pay LICENSOR [REDACTED] of all achieved net earnings. Net earnings refer to licence payments, compensation for damages and other payments as well as reimbursement of costs paid to DIGIPROTECT by third parties, less applicable sales tax and less any reasonable costs incurred by DIGIPROTECT in connection with the pursuit of illegal utilisation by third parties, including legal fees, court costs and fees for experts.

Upon approval by LICENSOR, DIGIPROTECT settles the participation on a quarterly basis to the end of a quarter. Settlements are due 14 days, payments 30 days after the end of the calendar year quarter. Settlements are deemed approved six (6) months after having been issued, provided LICENSOR does not object to a settlement within the aforementioned deadline by providing the corresponding reasons.

Once per calendar year LICENSOR is entitled to appoint a neutral, independent chartered accountant or auditor at its own expenses with the inspection and examination of the books of DIGIPROTECT which concern payments to the LICENSOR in connection with the agreement in hand. Any errors will result in a corresponding additional payment. Both parties agree to maintain secrecy about the audit result. If a shortfall of at least 5 percent (5 %) is determined during an audit to be due to LICENSOR, DIGIPROTECT will reimburse LICENSOR the costs of the accountant / auditor appointed by LICENSOR to the extent they are reasonable and customary within the industry.



6. **Contract term**

This agreement has been concluded for an unspecified duration. It is subject to ordinary termination upon three (3) month notification, but not before the end of six (6) months after the initial commencement of the agreement or an amendment of appendix 1, whichever date is later.

The right to extraordinary termination remains unaffected.

7. **Other provisions**

LICENSOR will provide DIGIPROTECT with five (5) DVDs of each movie as they are supplied to the retailers. Should DIGIPROTECT reasonably require additional DVDs to pursue illegal offers, LICENSOR will supply them to DIGIPROTECT free of charge.

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Any copyrights and/or rights of trade name, trade dress, service mark or trademark in the Movies are and shall be and remain the property of LICENSOR. DIGIPROTECT shall not make any claims to or register any trademarks of LICENSOR at any time for any reason unless specifically approved in writing by LICENSOR.

If any of the provisions of this agreement are or become completely or partially invalid, the remainder of this agreement will continue to apply. The invalid provision will be replaced by an effective provision which reflects the economic purpose of the invalid provision as closely as possible.

Changes and amendments of this agreement are only effective if they are confirmed in writing by both contracting parties.

Frankfurt am Main or Los Angeles, California are the exclusive legal venue for any disputes arising from or in connection with this agreement. The parties agree that the law applicable to this contract is California law.

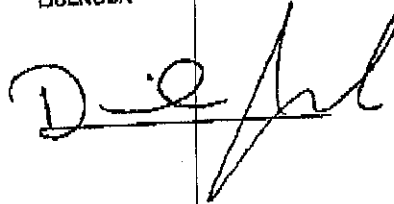
Frankfurt am Main, (date) 17/12/07

12/06/07
(date)

LICENSOR

DigiProtect
Gesellschaft zum Schutze digitaler Medien mbH


Andreas Waller





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APPENDIX 1

Film title *Attached*

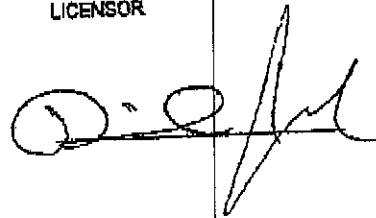
Frankfurt am Main, (date) 17/12/07

DigiProtect
Gesellschaft zum Schutze digitaler Medien mbH


Andreas Walter

12/06/07
(date)

LICENSOR



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R18

- 99 Swallow My Pride 03
- 101 Lingerie 02
- 103 Cum Swapping Sluts 05
- 105 Anal Management
- 106 One in the Pink One in the Stink
- 109 Hardcore Training 04
- 110 Cum Dumpsters 03
- 111 Just Over 18 07
- 113 Black on Black 05
- 114 Assault that Ass 03
- 117 One on One 02
- 118 Black Dicks White Chicks 06
- 119 Young Tight Latinas 04
- 121 Group Thing 03
- 122 Throat Gaggers 05
- 125 World Class Ass 04
- 126 1 Dick 2 Chicks
- 129 One in the Pink One in the Stink 02
- 133 Fuck Dolls
- 134 Me Luv U Long Time 05
- 136 Black on Black 06
- 137 Just Over 18 08
- 139 Oil Up and Fuck
- 140 One on One 03 :BRAZIL?
- 142 2 Pricks and a Chick
- 144 Black Dicks White Chicks 07
- 148 Cum Dumpsters 04
- 149 Cum Swapping Sluts 06
- 150 1 Dick 2 Chicks 02
- 151 Yesterday I was 17
- 152 Black Dicks Asian Chicks
- 156 Young Tight Latinas 05
- 158 Just Over 18 09
- 159 One in the Pink One in the Stink 03
- 160 Fuck Dolls 02
- 162 International Exotics
- 163 One on One 04

- Red Light District X
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- Red Light District X
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- Red Light District X

Row

