

License Agreement / Granting of Rights

This Agreement is entered in to on 15th February 2015.

between

Ben Dover Productions, whose office is at
1GE

- hereinafter referred to as LICENSOR

and

Golden Eye (International) Ltd, Unit H, Verr House, London Road, Markyate, Herts.AL3 8JP
(Registered with company number 06546065)

- hereinafter referred to as "LICENSEE"

WHEREAS:

(1) The parties entered into a Licence Agreement on 14 December 2009 and a Supplemental Agreement on 16 December 2014 in relation inter alia to the right to take action against third parties who had infringed the Licensor's copyright..

(2) The parties have agreed to enter into this Licence Agreement to supersede the agreements referred to in paragraph (i) hereof.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Copyright:	all copyright, database rights and rights in the nature of copyright and database rights to which either party may now be, or may subsequently become, entitled in or in respect of the Works anywhere in the Territory.
Effective Date:	the date of this agreement:
Revenue	all income directly resulting from the exploitation of the Works by the Licensee under the terms of this Agreement, which for the avoidance of doubt shall only include monies received by the Licensee after the deduction of any costs incurred in enforcing the rights under this Agreement;
Term:	5 years from the Effective Date;
Territory:	England & Wales.
Works	the copyright material listed in Schedule 1

- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Clause and schedule headings do not affect the interpretation of this agreement.
- 1.4 The schedules to this agreement form part of this agreement.
- 1.5 Writing or written includes faxes but not e-mail.
- 1.6 A person includes a corporate or unincorporated body.
- 1.7 Words in the singular include the plural and in the plural include the singular.

2. GRANT OF RIGHTS

- 2.1 Licensor is the owner of the Copyright and/or related exclusive ancillary rights in the Works under international copyright law.
- 2.2 Licensor grants Licensee the exclusive right to act for it in relation to any alleged breaches of copyright arising out of the "peer to peer" copying of material across the Internet. The parties agree that additional movies can be added to Schedule 1 with a written supplemental Agreement.
- 2.3 In case of any infringement or suspected or past infringement by any third party of copyright subsisting in the Works:
 - (a) the Licensee shall, in its sole discretion, decide what action if any to take; and
 - (b) the Licensee shall have sole control over, and conduct of, all claims and proceedings;
 - (c) the Licensee may require the Licensor to lend its name to such proceedings and provide reasonable assistance, subject to the Licensee giving the Licensor an indemnity in respect of all costs damages and expenses that it may incur including an award of costs against it, directly resulting from the Licensor's involvement in such proceedings.
- 2.4 During the Term, the Licensor shall not:
 - (a) itself exercise in the territory ; or
 - (b) grant any licence permitting any third party to exercise in the territory ,the rights granted to the Licensee under clause 2.2.

2.4 The Licensor warrants that it owns the Copyright free from any claims or encumbrances and is entitled to grant the rights granted under this agreement.

2.5 In consideration of the rights hereby granted under this Agreement, the Licensee agrees to pay to the Licensor 25% of any Profit. These monies shall be payable by the Licensee to the Licensor in a manner and at intervals agreed between the parties.

3. TERMINATION

3.1 This agreement shall continue in force for the duration of the Term commencing on the Effective Date, and shall continue thereafter until terminated by not less than sixty days notice in writing from either party to the other expiring on or after the Effective Date.

3.2 Either party shall be entitled to terminate this agreement immediately by written notice to the other in the event of:

- a. Any meeting of creditors of the other party being held or any arrangement, moratorium or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) being proposed or entered into by or in relation to the other party; or
- b. A supervisor, receiver, administrative receiver, trustee or other encumbrances taking possession of or being appointed over, or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on, the whole or any substantial part of the assets of the other party; or
- c. The other party ceasing, or threatening to cease, to carry on business or being, becoming or appearing unable to pay its debts within the meaning of sections 123 or 268 of the Insolvency Act 1986; or
- d. A petition being presented or a meeting being convened for the purpose of considering a resolution for the making of an order for the winding up, bankruptcy or dissolution of the other party; or
- e. Any step being taken with a view to the appointment of an administrator to the other party; or
- f. Any event analogous to any of the events listed in clause occurring in relation to the other party in any jurisdiction; or

3.3 The termination of this agreement for whatever reason shall not affect any provision of this agreement which is expressed to survive or operate in the event of termination of this agreement, and shall not prejudice or affect the rights of any party against the other party in respect of any breach of this agreement or in respect of any sum payable by one party to the other in relation to any period prior to termination.

4. ASSIGNMENT

4.1 The successors in title of the parties shall have the benefit of and be subject to this Agreement.

4.2 The Licensee shall have the right to assign, transfer, charge, dispose of, sub-contract or deal in any other manner with this Agreement or any of its rights or beneficial interests under it, without the Licensor's prior written consent.

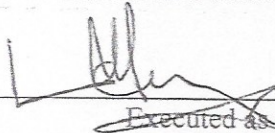
5. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with English law and it is irrevocably agreed, for the exclusive benefit of the Licensor, that the courts of England and Wales shall have jurisdiction to settle any claim or matter arising in relation to this agreement. However, nothing in this clause shall limit the right of the Licensor to take any action or proceeding arising out of or in connection with any obligations of the Licensee in any other court of competent jurisdiction, whether concurrently or not with any other proceedings or action taken against the Licensee in any jurisdiction.

IN WITNESS of which this agreement has been executed as a deed and delivered on the date specified on page 1.

15.2.2015

Place, Date


Executed as a Deed: Acting by
Director/Partner/Authorised Officer (LICENSOR)

Witness :

Name

Address

Place, Date

Signature

EXECUTED AS A DEED by GOLDEN EYE)
INTERNATIONAL LIMITED acting by: - Julian Becker)

Director

Signature



Schedule 1

Addicted 2 Sex
Addicted to Cock
Alley Cats
Anal Spunkfest
Arse Worshippers
Back for the Crack
Banned in Britain
Ben Behaving Badly
Ben Dover in Leather
Ben Dover in London
Ben Dover's 9th
Ben in Black
Ben in Black 2
Booty Bandits
Booty Duty
Bottoms Up
British Babe Hunt
British Butt Hunt
British Butt Search
British Connection
British Cum Queens
British Hardcore Fantasise 1
British Hardcore Fantasise 2
British Hardcore Fantasise 3
British Housewife Fantasies 2
British Housewives Fantasies 2
British Housewives Fantasies 3
British Housewives Fantasies 4
British Housewives Fantasies 5
Buggars Banquet
Bummed out in Britain
Buttbangers Bonanza
Buttmania
Cheekmates
Cock Jockeys
Crack Attack
Cumming of Age
Cumming of Age 2
Cumming of Age 3
D P Darlings
D P Darlings 2
D P Darlings 3
Delightful Deviants

Different Strokes
Dirty Blondes
Eager Beavers
End Games
English Asscapades
English Class
English Muffins
English Porno Groupies
ESSEX GIRLS
Eurobabes
Eurostars
Extremely Wild Wenches

Fancy an Indian
Filthy First Timers
For Your Arse Only
Foxy Ladies
Fresh Cheeks
Greatest Tits
Hey Fatty Bum Bum
Hot Spice Girls
Housewife Hussies
International Butt Hunt
Kick Ass Anal Adventures Vol's 1
Kick Ass Anal Adventures Vol's 2
Kick Ass Anal Adventures Vol's 3
Kick Ass Anal Adventures Vol's 4
Kick Ass Anal Adventures Vol's 5
Kinky Butt Freaks
Kinky Ladies of London
Lewd in Liverpool
Little Big Girls
Little Smart Arses
London Call Girls
London Calling
More Desperate Housewives Fantasies
More Dirty Blondes
More Fresh Cheeks
More Sex & the Settee
Naughty Bits
Naughty British Babes
Porn Apprentice
Porn Idol
Porn Supremacy
Porn Ultimatum
Posh & Sex
Posh Birds

Putting on the Brits
Ready..Steady...Cock 2!
Ready..Steady...Cock 3!
Ready..Steady...Cock!
Road Trip
Royal Ass Force
Royal Heinies
Royal Reamers
Royal Reamers 2
Sex and the Settee
Sex Kittens From Britain
Skool of Cock
Slutty Mummies
Slutz
Soccer Sluts
Spicy Girls
Spunk Junkies
Strictly Cum Drinking
Superstars of Sex
SwingalongaBen
SwingalongaBen Live
The A Teens
The Girlie Show
The XXX Factor
The XXX Factor 2 The Next Level
This End Up
Top Rear
XXXTraoridinary