



Dated as of _____

PRODUCER AGREEMENT between New Destiny Internet Group (New DIG) and
_____ (“Producer”).

1. Content: Producer has submitted to New DIG certain adult entertainment content identified as:

_____ - (the “Content”).

On the terms of this Agreement, New DIG has offered to acquire from Producer, and Producer has agreed to transfer such to New DIG, all worldwide, perpetual rights in the Content and its Materials in consideration of payment of the Purchase Price.

2. Purchase Price: The Purchase Price is US\$ _____. The Purchase Price is a single sum for all rights in the Content and Materials and no further payment is due Producer for any reason, such as renewals or royalties. The Purchase Price is payable to Producer by check or wire transfer within 30 days after New DIG accepts the Materials per Paragraph 5.

3. Grant of Rights: Upon execution of this Agreement, Producer exclusively grants, licenses and assigns to New DIG worldwide and in perpetuity all rights of every kind in the Content, including all rights under copyright, trademark, author’s rights, publicity rights and all other intellectual property rights, now known or later arising, whether anticipated or unanticipated, including for any renewals or extensions of the terms of any such rights. New DIG’s rights include the right to include its credit or logo with the Content, and to edit and adapt the Content as New DIG sees fit, and to exploit the Content in any manner in its sole discretion.

4. Delivery of Materials: Promptly after execution of this Agreement, Producer will deliver to New DIG without charge the following physical Materials: (a) the Masters for the Content in the original production format and original medium of production, also known as “footage” in the case of motion pictures or “negatives” or “originals” in the case of still photography; (b) clearly legible, unaltered, complete and executed documentation from each model appearing in the Content showing that the model was over eighteen years of age when appearing in the Content and gave full and unqualified consent to such appearance; (c) if requested, any other documentation

proving Producer's ownership of any rights in the Content or the consent of any person in the Content.

5. Review of Materials: New DIG will have 30 days from receipt of all Materials to review them for technical quality and legal sufficiency in New DIG's sole discretion. If New DIG finds the Materials satisfactory, it will pay Producer the Purchase Price within 30 days per Paragraph 2. If New DIG finds the Materials unsatisfactory, it will return them to Producer, and the rights in the Content will

then revert to Producer. However, if within one year after their return Producer desires to license any rights in the Content to any third party, Producer will first offer such rights to New DIG for a price no more than Producer intended to offer them to such third party, and New DIG will have 10 days from receipt of Producer's offer to accept or reject such offer.

6. Warranties: Producer warrants to New DIG that: (a) Producer is the sole author and exclusive owner of all rights in the Content;

(b) there are no existing claims against or liens on the Content or the Materials; (c) all models appearing in the Content were at the time of their appearance at least 18 years of age or older and gave their full consent to such appearance; (d) the Content was produced in accordance with all applicable laws, including 18 U.S.C. § 2257 and California Penal Code 288.2(c) (e) nothing in the Content or the Materials infringes any intellectual property right (copyright, author's right, trademark, etc.) or personal right (right of privacy, right of publicity, defamation), of any person.

7. Remedies: Once New DIG has paid the Purchase Price, its rights in the Content and ownership of the Materials becomes irrevocable, and Producer will have no right to terminate, cancel or rescind this agreement, nor to seek an injunction or any other remedy to restrain or prevent any exercise by New DIG of any of its rights in the Content, Producer's sole remedy thereafter being limited to an action for monetary damages. Each party waives any right to seek consequential damages, including "lost profits."

8. Validation: To the extent New DIG and Producer have entered into prior agreements for other adult entertainment content and New DIG has paid the purchase price for such content, Producer and New DIG ratify the terms of those agreements and agree that the grant of rights in this Agreement apply to the rights granted in the content under those prior agreements.

9. Miscellaneous: This agreement constitutes the entire understanding of the parties regarding its subject matter. It may not be amended excepted by a record authenticated by both parties. New DIG may freely assign, transfer or sublicense its rights or delegate its duties under this agreement, and this agreement will inure to the benefit of its successors and assigns.

Accepted and Agreed as of the Date above:

Producer New Destiny Internet Group.

By: _____ By: _____