EXHIBIT 3a

Creative Photographers inc.



Dear Ruven

We wish to confirm the terms of our agreement regarding the syndication of your photographs by Creative Photographers, Inc. ("CPi").

You retain CPi as your exclusive agent to sell, syndicate, license, market or otherwise distribute any and all celebrity/portrait photographs and related video portraits, submitted to us by you and accepted by us for exploitation for sale or syndication during the term of this Agreement (the "Accepted Images"). You must be the sole owner of the copyright for all such photographs and may not offer any celebrity/portrait photographs for sale or syndication to or through any other agent, representative, agency, person or entity during the Term of this Agreement.

CPi shall use its best efforts to syndicate your photographs, both domestically and internationally, either directly with its clients or through CPi's international network of agents. You agree to provide us with any and all inquiries or requests you receive regarding the subject photographs.

Retouching expenses of up to \$350 per image will be covered 100% by CPi. Retoucher may invoice CPi directly after delivery of images and CPi will make payments within 45 days of invoice. All images retouched will be made available to CPi for syndication.

In consideration for the services CPi shall render hereunder, CPi will pay you 70% commission from all net profits it receives from the sale or syndication of your photographs.

Once each month we will provide you with a sales report detailing each sale of your photographs, the net amount received any deductions therefrom, for the prior month, accompanied by a wire transfer for any payment due you. You will not receive a report for any month for which there are no monies collected.

This Agreement shall be for a two (2) year period from the date of signature, and thereafter shall automatically renew for additional two (2) year period unless either party provides Notice of Termination to the other at least ninety (90) days prior to the end of the term but no sooner than one hundred and eight (180) days prior to the end of the term. Once notice is given, photographer shall have not obligation to submit any new work to CPi. The syndication process is normally a lengthy one, not withstanding the expiration of this Agreement, CPi shall continue to have the exclusive right to sell, syndicate, license, market or otherwise distribute Accepted Images for a period of two (2) years after the termination date. Upon the expiration of such period, all rights for the photographs will revert back to you and we will destroy all digital files and duplicate photographs created by CPi.

If this contract is signed by anyone other than the copyright holder, the signer agrees that he/she has power of attorney for the copyright holder.

This Agreement is not an employment agreement and you are an independent contractor, and not afforded any of the rights or benefits of an employee of CPi. You will be solely responsible for taxes on any distributions, maintaining insurance for yourself and any employees, providing and maintaining your equipment, and for travel, film processing or similar expenses incurred in rendering your services.

Neither you nor CPi may assign their rights or obligations under this Agreement without the other's written consent. This Agreement sets forth our full understanding and shall not be affected by trade, custom, or usage; it may only be amended or modified by a written agreement signed by both parties. Should any controversy arise regarding this Agreement, it shall be submitted to a Court of competent jurisdiction in the City and State of New York, and both parties submit to the jurisdiction of said Court.

If one or more of the provisions of this agreement are determined by a court of competent jurisdiction to be void by operation of law or otherwise, then the remaining provisions, if any, shall continue in full force and effect.

Photographer:

Signature

Print Name

Date

Address

Creative Photographers Inc.:

Print Name

Date

AGREED AND ACCEPTED