

EXHIBIT C

**CREATIVE EYE, INC.
MEMBERSHIP AGREEMENT**

MEMBER:

ADDRESS:

TELEPHONE NUMBERS:

BUSINESS:

HOME:

This Agreement (the "Agreement") is made between the Photographers and Illustrators Copyright Agency, doing business as Creative Eye, Inc. (the "Cooperative"), and the party designated above as the member (hereinafter the "Member").

PREAMBLE

Upon acceptance for membership by the Board of Directors of the Cooperative, this Agreement sets forth the legal relationship between the Cooperative as a provider of copyright agency and other products or services to independent photographers and illustrators and the Member as a person engaged in this business. The relationship of the parties is also controlled by the Certificate of Incorporation ("Certificate"), the Bylaws ("Bylaws"), and such other policies and procedures as may from time to time be established by the Cooperative. Member acknowledges that the Certificate, Bylaws, and written policies and procedures, if any, adopted by the Board of Directors constitute and become a part of this Agreement between the Cooperative and each Member hereof, as fully as though each such Member had individually agreed to and signed a separate instrument containing the specific documents referred to herein and had agreed separately to each of their respective terms.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Initiation Fee/ Member Capital Contributions.

A. Member will provide initial capital to the Cooperative by purchasing one share of Common Stock, which is known as Membership Common Stock, for a price of \$100.00. If Member withdraws from the Cooperative or its membership in the Cooperative is terminated for any reason, Member hereby agrees that the Cooperative may cancel its Membership Common Stock, and the Cooperative hereby agrees to pay Member for such stock in accordance with the Bylaws.

B. Capital requirements will be established by the Board of Directors pursuant to the Bylaws, and the repayment of such amounts in the event of withdrawal or termination will be governed by the Bylaws.

2. Payments for Services.

It is unlikely that there will be any monthly payments to the cooperative from the members. However, monthly payments for additional services of the Cooperative may be determined by the Board of Directors. These payments may be adjusted from time to time depending on the costs of providing services to the members and the needs of the Cooperative. All services provided to members which exceed the services set forth in the Information Statement and other supporting documents received by Member at the time Member joins the Cooperative will be optional. The costs associated with any such additional services will be paid by Member based upon the patronage business conducted by the Member in accordance with the Section X of the Information Statement. Member will pay all invoices for such additional services provided by the Cooperative on or before the due date of said invoices. The Cooperative may impose a service charge on past due balances as determined by the Board. The Cooperative may also require payment in cash at the time of delivery if it determines that such action is warranted to protect the best interests of the Cooperative.

3. Patronage Refunds.

The net earnings of the Cooperative shall be returned annually to the members as provided in the Certificate and Bylaws of the Cooperative.

4. Force Majeure.

If the occurrence of any event that cannot be reasonably controlled or avoided by the Cooperative causes a cessation or interruption of its normal course of business, the Cooperative shall be excused from performance during the period that the Cooperative's operations are so affected. The Cooperative shall give written notice by ordinary mail to Members of the Cooperative's inability to perform and the reason for nonperformance.⁵

5. Term of Agreement; Termination.

The term of this Agreement shall commence as of the date it is fully executed, and shall continue thereafter until terminated by either of the parties hereto in any of the following manners:

a. This Agreement may be terminated by Member upon ninety (90) days written notice to the Cooperative.

b. Member acknowledges the terms of membership established by this Cooperative which subject Member to termination. This Agreement will automatically terminate upon termination of Membership in this Cooperative as provided in the Bylaws. Termination of this Agreement shall not be construed as a release from liability of any claim for an earlier breach of this Agreement.

6. Modification.

This Agreement shall at all times remain subject to modification by the Cooperative upon written notice to Member, provided that such modification is first approved by the Members of the Cooperative holding a majority of the voting power who are present and voting at a regular or special meeting of the Members, where notice of such meeting includes a statement of the proposed modification.

7. Assignment.

Member may not assign this Agreement or delegate performance of its obligations without the written consent of the Board of Directors of the Cooperative. Subject to the foregoing, all of the terms, covenants and conditions of this Agreement shall inure to the benefit of and shall bind the parties hereto and their successors, heirs and permitted assigns.

8. No Waiver of Breach.

No waiver of a breach of any of the provisions contained in this Agreement shall be construed to be a waiver of any subsequent breach of the same or of any other provision of this Agreement.

9. Certificate and Bylaws.

Member has received, has read, and understands the contents of the Certificate of Incorporation and the Bylaws of the Cooperative. In the event of a conflict between this Agreement and the Certificate and Bylaws, as amended, the provisions of the Certificate and Bylaws will govern.

MEMBER:

CREATIVE EYE:

By _____

By _____

Its: _____

Its: _____

Dated: _____

Dated: _____

**COOPERATIVE MEMBER'S
WRITTEN CONSENT**

As a Common Stockholder Member of Creative Eye, Inc. (the "Cooperative"), the undersigned consents that the amount of any distributions with respect to its patronage which are made in written notices of allocation (as defined in 26 U.S.C. § 1388), and received by it from the Cooperative, will be taken into account by it at their stated dollar amounts in the manner provided in 26 U.S.C. § 1385(a) in the taxable year in which such written notices of allocation are received; provided, however, that such consent shall not extend to written notices of allocation clearly denominated on their face to be "nonqualified."

As a Common Stockholder Member of the Cooperative, the undersigned consents that any notice given by the Cooperative pursuant to statute, the Certificate of the Bylaws, including but not limited to notice of any annual, adjourned or special meeting, shall be effective if given in the form of an electronic transmission and directed to the undersigned at the following address _____, or such other address for electronic transmission as may be listed for the stockholder on the books and records of the Cooperative.

By: _____

(Stockholder Member)

By: _____

(Name and Title of Signing Officer)

Date: _____

Date: _____

(Received by the Cooperative)