

ARTIST SUBMISSION AGREEMENT

This Agreement governs artistic submissions ("Content") by an individual or other entity (the "Supplier") to ImagineltSkins.com (the "Company") on an exclusive basis for Vinyl-Pressure Sensitive Adhesive (PSA) media only and on a non-exclusive basis for all other media through the Web site at www.hospitalskins.blogspot.com (the "Site").

Access and use of the Supplier portions of the Site are provided by the Company to the Supplier on condition that the Supplier accepts the terms and conditions of this Agreement and the Terms of Use of the Site, and by providing Content to the Site, the Supplier agrees to these terms and conditions. If the Supplier does not agree to accept and abide by this Agreement and the Terms of Use, the Supplier should not access or use the Supplier portions of the Site. In the event of any inconsistency between this Agreement and the Terms of Use, this Agreement shall govern.

1. General Covenants

1.1 Upon accepting the terms of this Agreement, the Supplier may make Content available to the Company by following the "Upload" procedures and policies identified on the relevant portion of the Site. Each upload of Content will be governed by the terms and conditions of this Agreement, which will be confirmed by the Supplier upon each upload.

1.2 By signing this Agreement, the Supplier agrees to be bound by the terms of this Agreement for all Content uploaded. We encourage the Supplier to print a copy of this Agreement for the Supplier's records.

2. Grant of Authority

2.1 The Supplier hereby appoints the Company as the Supplier's exclusive agent and distributor for Vinyl-Pressure Sensitive Adhesive (PSA) media only and non exclusive agent and distributor for all other media to sell, license or sublicense Content to third parties within the jurisdictions of the Company's business and to collect and remit funds in connection with those endeavors on the terms set forth in this Agreement. For all Content, the Supplier grants the Company:

2.1.1 The right to use, reproduce, distribute, redistribute, sublicense, publish, republish, upload, post, transmit, crop, package, repackage, produce and sell prints or similar image products or publicly perform or display Content to prospective licensees: (i) through the Site; (ii) through other venues owned or operated by the Company or its

affiliates from time to time, and (iii) through third party distributors and alliance or channel partners of the Company; and

2.1.2 The right to grant perpetual, world-wide, non-exclusive and non-transferable licenses or sub-licenses to end-users in accordance with the terms of this Agreement.

2.2 In addition to the foregoing grant, the Company and its distribution partners may post, reproduce, modify, display, make derivative works or otherwise use any Content for their own business purposes relating to the promotion of the Site, the Content and their distribution programs, and expand the market for the licensing of Content (including, without limitation, the use of the Content and the Supplier's registered and unregistered trademarks relating to Content for marketing, sales and promotional efforts whether on the Site or through third parties). No compensation shall be due to the Supplier for use of Content for such business purposes.

2.3 The Parties agree that all rights, including title and copyright, in and to the uploaded Content will be retained by the Supplier, and no title or copyright is transferred or granted in any way to the Company or any third party except as provided in this Agreement and any license agreements, which the Company is authorized to enter into on the Supplier's behalf.

3. Intellectual Property

3.1 The Supplier acknowledges that the Company prohibits any Content or any other material that infringes on any patent, trademark, copyright, trade secret, right to privacy, right to publicity, or any other applicable law or proprietary right to be uploaded to the Site.

3.2 By uploading Content, the Supplier is warranting that the Supplier owns all proprietary rights, including copyright, in and to the Content with full power to grant the rights contemplated to be provided in the Agreement. In addition, to the extent that the Content contains images of people or persons, the Supplier represents and warrants that the Supplier has obtained as part of the Descriptive Information a valid and binding model release from all required parties that will permit the uses for such Content contemplated in the Agreement. The Supplier also warrants that where required by applicable law, the Supplier has also obtained a valid and binding release relating to any identifiable property contained in the Content that might sensibly lead to the

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identity of or be required by the owner of such property to permit the uses under the Agreement.

3.3 The Supplier agrees that neither the Company nor any of its directors, officers, employees, partners, affiliates or agents shall be liable for any damages, whether direct, indirect, consequential or incidental, arising out of the use of, or the inability to use any Content or Descriptive Information, or any error, omission or other matter relating to a model or property release respecting Content or Descriptive Information.

4. Compensation

4.1 The Company agrees to pay the Supplier a portion of the fees collected in respect of the Supplier's Content that is downloaded or otherwise purchased by end-users according to the rate schedule set forth on Appendix "A" to this Agreement, as it may be modified from time to time (the "Rate Schedule") and the licensing of Content recorded by the Company. The parties acknowledge that the Rate Schedule may differentiate among various types of Content, such as still images, in accordance with its terms. The Rate Schedule is subject to change in the sole discretion of the Company in the ordinary course of its business without notice by posting such changes on the Site. If at any time the Rate Schedule is not acceptable to the Supplier, the Supplier may refrain from providing additional Content or terminate this Agreement in accordance with its terms.

4.2 In response to a written request, the Company will endeavor to make payment of fees to the Supplier in respect of purchased downloads of the Supplier's Content on a monthly basis on or about the 15th day of the month following the purchase of Content, except when sales reporting from a distribution partner is delayed, in which case payments will be made in the month following the date such sale is reported, provided such fees aggregate a minimum of US\$100, failing which fees owing will be retained until they exceed such minimum. In all cases, payment of fees to the Supplier will be net of: (i) applicable taxes or other withholdings required by applicable law; (ii) bad debts or other uncollectible sums; (iii) legal and other reasonable fees incurred in enforcing this Agreement or the agreements contemplated herein; and (iv) any amounts owing by the Supplier to the Company under this Agreement or otherwise.

4.3 Without limiting the generality of the foregoing, the Company is entitled to set-off against any amount owing to the Supplier, all amounts to which the Company is or may be

entitled under this Agreement or otherwise at law, including withholding amounts as security for any pending or threatened claim relating to any matter which is the subject of a representation, warranty or indemnity of the Supplier under this Agreement.

4.4 The parties further agree that the Company shall not be required to pay royalties or fees to the Supplier if the Company is restrained or otherwise prevented from using rights granted under this Agreement relating to Content because those rights are found to be an infringement or contravention of the intellectual or other property rights of a third party.

4.5. In the event the Company facilitates a sale or license of Content that requires an amendment to the Agreement to facilitate such transaction, the Company shall be entitled to deduct a reasonable administration fee relating to such sale or license, in addition to its share of the revenue relating to such sale.

5. Representations and Warranties

5.1 The Supplier hereby represents and warrants as follows:

5.1.1 The Supplier has the legal capacity and authority to enter into this Agreement, is the sole and exclusive owner of the Content, has the right to grant all of the license rights contemplated to be provided under this Agreement, and has not granted any rights or licenses to any Content or any other intellectual property or technology that would conflict with this Agreement;

5.1.2 No portion of the Content as delivered to the Company from time to time, contains any disabling mechanism or protection feature designed to prevent its use, copying or enjoyment in the manner contemplated in this Agreement, and all Content will be free of any virus, worm, lock, or other mechanism or device that may be used to modify, delete, damage or disable the Site or the Content or any other hardware or computer system, or which would otherwise render inaccessible or impair the use of the Content or the Site in any way;
and

5.1.3 The Content delivered to the Company hereunder represents original creations and expressions of subject matter, and no Content or Descriptive Information infringes any copyright, trademark, right of privacy or right of publicity or other proprietary right of any third party, or

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defames or casts into disrepute in any manner any third party.

6. Acknowledgement

THE SUPPLIER ACKNOWLEDGES THAT THE SUPPLIER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF THE COMPANY AGREEING TO PROVIDE A MEANS FOR THE SALE OR LICENSE OF THE SUPPLIER'S CONTENT, THE SUPPLIER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE SUPPLIER FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE SUPPLIER AND THE COMPANY, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN THE SUPPLIER AND THE COMPANY RELATING TO THE SUBJECT OF THIS AGREEMENT.

Accepted by:

Printed Name of Supplier

Signature of Supplier

Date

APPENDIX A

Royalty Schedule

The charts below provide the exact amount Suppliers will earn when Suppliers' artistic content is sold to consumers.

2010 Royalty Rate: 5% of Gross Sales