

## INDEPENDENT CONTRACTOR AGREEMENT

This agreement is entered into as of the 24<sup>th</sup> day of January 2001, between Atlantic Coast Marketing, Inc. ("the Company") and Michal Siemaszko ("the Contractor").

1. Independent contractor. Subject to the terms and conditions of this agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Scope. The scope and work of this agreement shall include:
  - a) Design and development
    - Creating a web site utilizing content supplied by the Company, and custom graphics supplied by the Contractor; Company shall have the ability to update the content of the site at will;
    - Setting up a "feedback form", consisting of a web page with a form for accepting user feedback, and a script on the server side for collecting and sending form input to the Company;
  - b) Hosting
    - 100 MB of space
    - 6 POP3 email accounts
    - Private and anonymous FTP
    - SSL server
    - Private CGI-BIN
    - Unlimited email aliases and auto responders
    - Web based account control panel for site configuration and management
3. Term. This engagement shall commence upon execution of this agreement and shall continue in full force and effect upon completion of the Contractor's duties under this agreement, as outlined in point 2a ("Design and development").

Contractor shall continue providing hosting services, as outlined in point 2b ("Hosting"), to the Company as long as the Company expresses interest in such services.

Contractor estimates to have a fully functional product ready for delivery to the Company in 1 week from executing this agreement, provided any required information and materials are supplied to the Contractor as needed.
4. Confidentiality. The Contractor acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner,

either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into its possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in its possession or under its control. The Contractor further agrees that it will not disclose its retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of its relationship to the Company and of the services hereunder.

5. Disputes. This agreement shall be governed by and construed in accordance with the substantive laws of the United States and New York, and any action shall be initiated and maintained in a forum of competent jurisdiction in such designated state.
6. Compensation. As compensation for the services outlined in point 2a ("Design and development"), the Company shall pay the Contractor \$400.

For the services outlined in point 2b ("Hosting"), the Company shall pay an initial account setup fee of \$50, and a monthly fee of \$30.

Such compensation shall be payable according to the following pay schedule:

\$200 (50%) and \$80 (\$50 set up fee and \$30 first month hosting fee), payable on authorization  
\$200 (50%) due on completion

IN WITNESS WHEREOF the undersigned have executed this agreement as of the day and year first written above.

Atlantic Coast Marketing, Inc.

By: \_\_\_\_\_

VERNON HAMILTON  
P-15. 1/24/01

Michal Siemaszko

By: \_\_\_\_\_

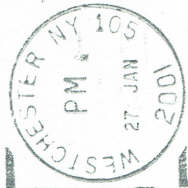
*Michal Siemaszko*



Hamilton ACM  
**PROGRESS**  
SOFTWARE  
22 College Ave  
S. Hack NY  
10960

Michal Siemuszko  
373 68th St.  
Apt 3  
Brooklyn NY 11220

11220+5304



**To:** Vernon Hamilton

**From:** Michal Siemaszko

---

**Fax:** 845-358-0920

**Pages:** 3

---

**Phone:** 845-727-7720

**Date:** 1/24/2001

---

**Re:** Agreement

**CC:**

---

---

