

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the 23rd day of July 2002, 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. Duties, Term, and Compensation. The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the estimate attached, which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and agreed to by the Company, and which collectively are hereby incorporated by reference.
3. Written Reports. The Company may request that progress reports, and a final results report be provided by Consultant.
4. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to, during or as part of this engagement, shall be licensed to the Company for use in its operations and for an infinite duration.
5. 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.

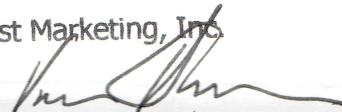
6. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in its relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
7. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, if any.
8. Disputes, Choice of Law. 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.
9. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
10. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the day and year first written above. The parties agree that facsimile signatures shall be as effective as if originals.

Atlantic Coast Marketing, Inc.

Michal Siemaszko

Signature: _____


VERNON HAMILTON
7/26/02

Signature: _____

Exhibit A – Ad banner management system

DUTIES:

The Contractor shall design, develop and deliver an ad banner management system ("the Application") to use with the existing bookladder.com web site. The Application will include the following features:

- Ability to define types of banners (banners of various dimensions);
- Ability to add and manage banners;
- Ability to handle both image-based banners (GIF, JPEG) as well as Java and Flash-based banners;
- Ability to call multiple banners from the same page;
- Ability to generate reports on banner impressions and clickthroughs;
- Ability to define sections of the site, and target banners based on those sections;
- Ability to target banners based on specific time periods (days of the week, time of day, etc.)

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. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As full compensation for the services rendered pursuant to this Exhibit, the Company shall pay the Contractor the sum of 650 USD. Such compensation shall be payable according to the following pay schedule:

300 USD payable on authorization
350 USD due on completion

Exhibit B – Search engine extension

DUTIES:

The Contractor shall extend the existing bookladder.com catalog search engine to support additional search capabilities:

- Ability to search books by age range;
- Ability to search books by grade range;

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. The Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As full compensation for the services rendered pursuant to this Exhibit, the Company shall pay the Contractor the sum of 200 USD. Such compensation shall be payable according to the following pay schedule:

200 USD due on completion