

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of the 8th day of May 2002, between Tarantula Web Builders ("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 previously provided to the Company by the Contractor and which is attached as Exhibit A, 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 the Contractor.
4. Inventions. Any and all inventions, discoveries, developments and innovations conceived by the Contractor during or as part of this engagement shall be the exclusive property of the Company; and the Contractor hereby assigns all right, title, and interest in the same to the Company. Any and all inventions, discoveries, developments and innovations conceived by the Contractor prior to the term of this Agreement and utilized by [him or her] in rendering duties to the Company are hereby licensed to the Company for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Company to the company's clients or a wholly-owned subsidiary of the Company.
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. Conflicts of Interest: Non-hire Provision. The Contractor represents that it is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering its duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which it does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of its productive time, energy and abilities to the performance of its duties hereunder as is necessary to perform the required duties in a timely and productive manner. The Contractor is expressly free to perform services for other parties while performing services for the Company.
7. Termination. The Company may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.
8. 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.
9. 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.
10. 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.

11. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
12. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties.

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

Tarantula Web Builders

By: Michael Sheth
5/8/02

Michal Siemaszko

By: Michal Siemaszko

EXHIBIT A

DUTIES, TERM, AND COMPENSATION

DUTIES:

The Contractor will develop and deliver the following:

1. Ask a kid application.
 - a) Ability to add a kid (bio/personal info, photo) by admin;
 - b) Ability to set a featured kid by admin, w/ only one kid featured at a time, and previously featured kids available from archive area;
 - c) Ability to submit questions to featured kid by site visitors, with questions being emailed to admin who can chose to post them along with answers from the featured kid;
 - d) Ability to manage entries for existing kids by admin;
 - e) Ability to browse info and questions and answers for both the currently featured kid and the previously featured kids available from within archive area;
2. Shopping cart application.
 - a) Only product codes (unique IDs) stored for referencing, otherwise product pages (including individual product info pages, product listing pages, etc.) hard-coded;
 - b) Quantity-based shipping table (standard fee charged per item, depending on number of items purchased), configurable by admin;
 - c) State tax rate table — ability to define tax rates by state — configurable by admin;
 - d) Ability to add/remove products from/to cart and change product quantities by visitors;
 - e) Only order number and credit card number (encrypted), stored with each order, complete order info emailed to designated email address;
 - f) Ability for admin to lookup credit card number by order number;
 - g) SSL used during checkout process and admin session (SSL certificate supplied by the Company);
3. Message board application.
 - a) Ability for visitors to open an account or log in to an existing account, and start new threads/topics and post replies to existing threads/topics;
 - b) All new postings emailed to designated email address (administrator), in addition to being posted in the forum;
 - c) Ability to search and manage threads/topics and replies by admin;
 - d) Ability to manage user accounts (disable/enable account) by admin;
 - e) Profanity filter, configurable by admin;
 - f) Ability for visitors to request their account information, in case forgotten, by entering email address registered for that account;
4. Mailing list application.
 - a) Capture information (first name, last name, email address) of site visitors registering for email list, message board or contest — capture information of message board and contest registrants and flag those who opt-out of email;

- b) Ability to download this information as CSV file by admin — either all existing records, or only records created after last data retrieval session;

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 Agreement, the Company shall pay the Contractor the sum of \$3,000. Such compensation shall be payable according to the following pay schedule:

\$1,000 payable on authorization
\$1,000 at the estimated half-way point
\$1,000 due on completion