

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Employment Agreement") is made as of the 19th day of June, 2000 (the "Effective Date") by and between YO.COM INC, a corporation organized under the laws of the State of Delaware with its principal place of business at 10 West 18th Street, 3rd Floor, New York, New York 10011 (the "Company") and Michal Siemaszko the "Employee").

W I T N E S S E T H:

WHEREAS, the Company desires to employ the Employee under the terms and conditions set forth below; and

WHEREAS, the Employee desires to be so employed;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Employment. The Company hereby employs the Employee and the Employee hereby accepts employment by the Company on the terms and conditions hereinafter set forth.

2. Duties; Responsibilities.

(a) During the Term (as defined below), Employee shall act as Web Developer of the Company. Employee's duties shall include all such duties, responsibilities and authority as are generally associated with the position of Web Developer of a company, including, without limitation, such powers, duties and responsibilities as may reasonably be assigned to Employee from time to time.

(b) Employee's responsibilities and duties shall be performed principally at the Company's headquarters located in the New York City metropolitan area. Employee agrees to make such business trips on behalf of the Company as may be requested by the Company and which are reasonable and necessary in the interest of the Company as part of his contemplated duties hereunder without additional compensation therefor.

3. Employment At Will; Term of Agreement. The Employee's employment under this Agreement shall be at will and may be terminated by the Company or by the Employee at any time for any reason or for no reason, with or without notice. This

Agreement shall continue from the Effective Date until terminated in accordance with the terms of Paragraph 5 hereof (the "Term").

4. Compensation; Expense Reimbursement; Benefits.

(a) Base Salary. In consideration for the services to be rendered by Employee hereunder, the Company shall pay to Employee a base salary ("Base Salary"), at the initial rate of \$52,500 per annum, such amount to be paid in installments on the Company's regular payroll dates, no less frequently than monthly. The Base Salary may be adjusted from time to time in accordance with the Company's policies applicable to similarly situated employees.

(b) Stock Options. The Company shall further grant the Employee options to purchase 3,000 shares of Common Stock of the Company ("Common Stock"), par value \$.01 per share (the "Options"). The Options shall vest in accordance with the schedule set forth on Exhibit A attached hereto. The Options will be granted under, and shall be subject to the terms of, the Company's 1999 Employee Stock Incentive Plan and shall further be subject to the terms set forth in the Employee's Stock Option Award Agreement(s), which shall be delivered to Employee by the Company.

(c) Business Expenses. The Company shall pay or reimburse Employee for all reasonable business expenses incurred or expended by Employee in performing his duties hereunder upon the presentation by Employee to the Company of documents reasonably necessary to verify the expenditures in accordance with Company policy; provided, however, that in the Company's sole discretion it may at any time require that, in order to be eligible for reimbursement, the Employee must obtain approval from the Company prior to incurring any expense.

(d) Benefits. The Company shall include Employee in any retirement, pension, medical, dental, life insurance, long-term disability or other benefit plan which may hereafter be provided by the Company to other similarly situated employees, subject, in all cases, to the terms and conditions of such plans, which may be amended or discontinued at any time in the sole discretion of the Company.

(e) Vacation. The Employee shall be entitled to two (2) weeks paid vacation annually in addition to regular Company holidays, subject to the policies of the Company, as such may be amended from time to time.

(g) Deductions. The Company shall be entitled to deduct or withhold from all amounts payable hereunder such amounts as may be required from time to time by law, governmental regulation or order.

5. Termination of Employment.

(a) General. This Employment Agreement shall terminate upon the Employee's death or Disability (as defined below), upon the Company's complete liquidation or dissolution, at the election of the Company upon notice to the Employee or at the election of the Employee upon notice to the Company. Upon termination of this Employment Agreement for any of the foregoing reasons, the Company shall pay to the Employee (or, in the event of Employee's death, to Employee's estate): (i) all Base Salary accrued but not paid as of the date of such termination; (ii) any properly reimbursable expenses for which Employee has not yet been reimbursed; (iii) compensation for any accrued but unused vacation time; and (iv) any other amounts to which the Employee is entitled under applicable law or pursuant to the terms of any benefit plan.

(b) Severance.

(i) In the event of termination of the Employment Agreement by the Company without Cause (as defined below), the Employee shall additionally be entitled to continue to receive Base Salary for two (2) weeks. Notwithstanding the foregoing, however, no amount shall be payable to the Employee under this Paragraph 5(b)(i) prior to the Employee's execution and delivery to the Company of a general release of claims against the Company.

(ii) In the event of termination of the Employment Agreement by reason of the Employee's death or Disability, the Employee (or his estate, as appropriate) shall additionally be entitled to continue to receive the Base Salary and all benefits under Paragraph 4(e) hereof until the last day of the month in which the termination occurs. Notwithstanding the foregoing, however, no amount shall be payable to the Employee (or his estate) under this Paragraph 5(b)(ii) prior to Employee's (or his legal representative's, as appropriate) execution and delivery to the Company of a general release of claims against the Company.

(c) Disability. For purposes of this Employment Agreement, "Disability" shall be defined as the conclusion of a period of at least ninety (90) days in the aggregate during any

twelve (12) month period during which the Employee has been unable to perform the material duties of his employment hereunder because of physical or mental injury or infirmity as determined in the sole discretion of the Company.

(d) Cause. For purposes of this Employment Agreement, "Cause" shall be defined as the existence in the reasonable judgement of Company of any of the following: (i) Employee engages in any act or omission which is either intended to or does result in material harm to the Company or is taken in bad faith with respect to the Company or the Employee's employment; (ii) Employee exhibits, in the sole opinion of Company, unfitness for service, dishonesty, habitual neglect, persistent and serious deficiencies in performance, or gross incompetence; (iii) Employee commits acts which constitute a felony or Employee is convicted of (or pleads nolo contendere to) any crime; or (iv) Employee refuses or fails to act on any reasonable or lawful directive or order from the Chief Executive Officer or the Board of Directors.

6. Employee Creations and Ideas.

(a) Creations. Employee will maintain current and adequate written records on the development of, and disclose to Company, all Creations (as defined below). For purposes of this Employment Agreement, "Creations" shall be defined as all ideas, potential marketing and sales relationships, inventions, copyrightable expression, research, plans for products or services, marketing plans, reports, strategies, processes, computer software (including, without limitation, source code), computer programs, original works of authorship, characters, know-how, trade secrets, information, data, developments, discoveries, improvements, modifications, technology, algorithms, database schema, designs, drawings and any derivatives thereof, whether or not subject to patent or copyright protection, made, conceived, expressed, developed, or actually or constructively reduced to practice by Employee, whether or not during working hours, solely or jointly with others, prior to or during the Term, which refer to, are suggested by, or result from any work which Employee may perform during his employment, or from any information obtained from Company or any affiliate of Company.

(b) Work Made for Hire. The Creations shall be the exclusive property of Company, and Employee acknowledges that all of said Creations shall be considered as "work made for hire" belonging to Company. To the extent that any such

Creations, under applicable law, may not be considered work made for hire by Employee for Company, Employee hereby agrees to assign and, upon its creation, automatically and irrevocably assigns to Company, without any further consideration, all worldwide right, title and interest in and to such materials, including, without limitation, any copyright, other intellectual property rights, moral rights, all contract and licensing rights, and all claims and causes of action of any kind with respect to such materials. Company shall have the exclusive right to use the Creations, whether original or derivative, for all purposes without additional compensation to Employee. At Company's expense, Employee will assist Company in every proper way to perfect Company's rights in the Creations and to protect the Creations throughout the world, including, without limitation, executing in favor of Company or any designee(s) of Company patent, copyright, and other applications and assignments relating to the Creations. Employee agrees not to challenge the validity of the ownership by Company or its designee(s) in the Creations.

(c) Company as Attorney-in-Fact. Should Company be unable to secure Employee's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Creation, whether due to Employee's mental or physical incapacity or any other cause, Employee hereby irrevocably designates and appoints Company and each of its duly authorized officers and agents as Employee's agent and attorney in fact, to act for and in Employee's behalf and stead and to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protections with the same force and effect as if executed and delivered by Employee.

(d) Post-Termination. Because of the difficulty of establishing when any idea, process or invention is first conceived or developed by Employee, or whether it results from access to Proprietary Information (as defined below) or Company's equipment, facilities, and data, Employee agrees that any idea, invention, research, plan for products or services, marketing plan, computer software (including, without limitation, source code), computer program, original work of authorship, character, know-how, trade secret, information, data, developments, discoveries, technology, algorithm, design, patent or copyright, or any improvement, rights, or claims related to the foregoing, shall be presumed to be a Creation if it is conceived, developed, used, sold, exploited or reduced to

practice by Employee or with the aid of Employee within one (1) year after termination of employment with the Company. Employee can rebut the above presumption if he proves that the idea, process or invention: (i) was first conceived or developed after termination of employment; (ii) was conceived or developed entirely on Employee's own time without using Company's equipment, supplies, facilities, or Proprietary Information; and (iii) did not result from any work performed by Employee for Company.

7. Proprietary Information.

(a) Disclosure and Use. Employee will not disclose or use, at any time either during or after the Term, except at the request of Company or an affiliate of Company, any Proprietary Information (as defined below). For purposes of this Employment Agreement, "Proprietary Information" shall be defined as all Company proprietary information, technical data, trade secrets, and know-how, including, without limitation, schematics, research, product plans, customer lists, information and plans about costs, profits, markets and sales, software, developments, development tools, inventions, discoveries, processes, ideas, formulas, algorithms, technology, designs, drawings, business strategies and financial data and information, including but not limited to Creations, whether or not marked as "confidential" or "proprietary." "Proprietary Information" shall also mean any and all information received by Company from customers of Company or other third parties subject to a duty to be kept confidential.

(b) Return of Company's Property. Employee hereby acknowledges and agrees that all personal property, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints, and other documents, or materials, or copies thereof, Proprietary Information, and equipment furnished to or prepared by Employee in the course of or incident to his employment, including, without limitation, records and any other materials pertaining to Creations, belong to Company and shall be promptly returned to Company upon termination of employment. Following termination, Employee will not retain any written or other tangible or electronic material containing any Proprietary Information or information pertaining to any Creation.

8. Limited Agreement Not to Compete.

(a) Restricted Enterprise. During the Term and for a period of six (6) months thereafter, Employee shall not, directly or indirectly, as an employee, employer, consultant, agent, principal, partner, manager, stockholder, officer, director, or in any other individual or representative capacity, engage or participate in the ownership, management, operation or control of, or be connected in any manner to any Restricted Enterprise (as defined below); provided, however, that in no event shall ownership of less than two percent (2%) of the outstanding equity securities of any issuer whose securities are registered on a national securities exchange be prohibited under this Paragraph 8(a). For purposes of this Employment Agreement, a "Restricted Enterprise" shall be defined as any person, corporation, partnership or other entity which engages in the development or provision of Internet personalization software or services in any geographic market in which the Company markets or is reasonably attempting to market such software or services.

(b) No Solicitation. During the Term and for a period of six (6) thereafter, Employee shall not, directly or indirectly: (i) solicit for employment or employ any person who was employed by the Company during the last twelve (12) months of Employee's employment with the Company; (ii) solicit for any Restricted Enterprise the business of any person or entity who was a client of the Company or who the Company was expending reasonable efforts to obtain as a client during the last twelve (12) months of Employee's employment with the Company; or (iii) otherwise interfere with any business relationship of the Company in a manner which has the purpose or effect of materially damaging the Company, whether financially or in reputation.

(c) Enforceability. If any of the restrictions contained in this Paragraph 8 shall be deemed by any applicable court to be unenforceable by reason of the extent, duration or geographical scope thereof, or otherwise, then the parties agree that such court shall modify such restriction, only to the extent necessary to render it enforceable and, in its reduced form, such restriction shall then be enforced and enforceable in the manner contemplated herein.

9. Liquidation, Dissolution, Bankruptcy and Winding Up. Notwithstanding anything to the contrary herein, in the case of the liquidation, dissolution, bankruptcy or winding up of the Company, Paragraphs 6, 7 and 8 of this Employment Agreement shall be deemed void and Employee shall no longer be subject to such provisions.

10. Injunctive Relief. Employee acknowledges and agrees that Company will suffer irreparable harm in the event that Employee breaches any of Employee's obligations under Paragraphs 6, 7 or 8 hereof and that monetary damages will be inadequate to compensate Company for such breach. Accordingly, Employee acknowledges and agrees that, in the event of a breach or threatened breach by Employee of any of the provisions of Paragraphs 6, 7 or 8 hereof, Company shall be entitled to immediate injunctive relief, in addition to any other in addition to any other rights, remedies or damages available to Company at law or in equity.

11. Representations, Warranties and Covenants. Employee represents, warrants, and covenants that: (i) Employee's performance of all the terms of this Employment Agreement and any services to be rendered as an employee of Company do not and will not breach any fiduciary or other duty or any covenant, agreement or understanding (including, without limitation, any agreement relating to any proprietary information, knowledge or data acquired by Employee in confidence, trust or otherwise prior to Employee's employment by Company) to which Employee is a party or by the terms of which Employee may be bound; and (ii) all Creations provided to Company by Employee, including without limitation any and all works of authorship, have been and shall be the original work of Employee only and of no other person or entity and do not and will not infringe the rights of any third party, including without limitation any copyrights. Employee covenants and agrees that Employee will not disclose to Company, or induce Company to use, any Proprietary Information, knowledge or data belonging to any previous employer or others. Employee further covenants and agrees not to enter into any agreement or understanding, either written or oral, in conflict with the provisions of this Employment Agreement.

12. Notices. Any and all notices or consents required or permitted to be given under any of the provisions of this Employment Agreement shall be in writing and shall be deemed to have been received: (i) on the date of delivery if delivered in person or by facsimile copy and confirmed or on the second date after it is given if sent by Federal Express or other similar overnight delivery service which requires a signed receipt; or (ii) upon three (3) days after the date of mailing, if mailed first class by registered or certified mail, return receipt requested, to the party entitled to receive the same at

the following addresses or to such other address as either party hereto may designate.

If to the Company:

Yo.com Inc.
10 West 18th Street
3rd Floor
New York, New York 10011
Attn: Charles M. Jones
Chief Executive Officer

With a copy to:

Phillips Nizer Benjamin Krim & Ballon
666 Fifth Avenue
New York, New York 10103
Attn: Kathryn H. Branch

If to Employee:

[]
[]

With a copy to:

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[]

13. Entire Agreement. This Employment Agreement cancels and supersedes any and all oral or written agreements and understandings heretofore made between the parties relating to the subject matter hereof and contains the entire agreement of the parties with respect to the subject matter hereof. This Employment Agreement may not be modified or amended except by a written agreement signed by the parties hereto.

14. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

15. Successors and Assigns. This Employment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

16. Headings and Usage. The headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents hereof. As used in this Employment Agreement, all provisions shall be deemed to be singular and plural in number, and masculine, feminine and neuter in gender, in all cases where they would so apply.h

17. Governing Law; Arbitration.

(a) This Employment Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed and performed entirely therein.

(b) Any dispute or controversy between the parties relating to or arising out of any provision of this Employment Agreement or any amendment or modification hereof shall be determined by arbitration in New York, New York pursuant to the Employment Dispute Rules of the American Arbitration Association then in effect. The arbitrators may award specific performance or injunctive relief and reasonable attorneys' fees and costs to any party in any such arbitration. However, in any arbitration proceeding arising under this Employment Agreement, the arbitrators may not change, modify or alter any express condition, term or provision hereof and to that extent the scope of their authority is limited. The arbitrators' award shall be final and binding upon the parties and judgment may be entered thereon in any court of competent jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award hereunder may be effectuated in the same manner as a notice is to be given pursuant to the provisions of Paragraph 12 hereof.

(c) Notwithstanding any provision of this Paragraph 17 to the contrary, the Company shall be entitled to seek injunctive relief in accordance with the provisions of Paragraph 10 hereof in any appropriate forum, including, without limitation, New York State Supreme Court.

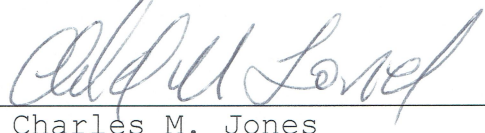
18. Severability. In the event any provision of this Employment Agreement is deemed unenforceable by any arbitrator or court, the other provisions hereof shall not be affected thereby and shall continue in full force and effect.

19. Survival. Paragraphs 5 through 20, inclusive, shall survive the termination of this Employment Agreement for any reason.

20. Counterparts. This Employment Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the day and year first above written.

YO.COM INC.

By: 
Charles M. Jones
Chief Executive Officer

Michal Siemaszko



Exhibit A

Number of Shares	Strike Price	Vesting Commencement Dates	Vesting Schedule
15,000	\$0.32	June 19, 2000 (the "Vesting Commencement Date")	5,000 options vest on each of the first, second and third year anniversary of the Vesting Commencement Date