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AGREEMENT

Agreement made this 22 day of November 1999, between The Atlantic Coast Marketing, Inc. having business at 22 College Ave S. Nyack and Michal Siemaszko, an individual, residing at 373 68th Street, Apt #3, Brooklyn, NY 11220. NY 10960

1. Recitals

The Atlantic Coast Marketing, Inc. desires to retain Michal Siemaszko to provide upgrade, reconstruction and hosting services for its web site (www. acmbooks.com), and Michal Siemaszko agrees to provide and perform such services to meet The Atlantic Coast Marketing's requirements.

2. Agreement

It is hereby agreed that The Atlantic Coast Marketing, Inc. does retain and employ Michal Siemaszko, and Michal Siemaszko agrees to accept such employment, to act for and represent in upgrade, reconstruction and hosting matters involved in this project. Such contract is subject to the following terms, conditions, and stipulations.

3. Conditions of Agreement

The scope and work of this project shall include:

Phase A

- transfer the www.acmbooks.com domain onto our servers;
- setup a hosting account with the following features:
 - 200 MBs of space
 - 20 email accounts
 - private and anonymous FTP
 - secure server
 - shopping cart
 - real-time credit card processing capability
 - CGI-BIN
 - database
 - java chat
 - account control panel
 - web-based file editor/manager
 - Microsoft Frontpage extensions
 - streaming RealAudio / RealVideo over HTTP
 - detailed daily statistics
 - unlimited email aliasing
- establish temporary web presence – one page with information about the ongoing reconstruction of the www.acmbooks.com site;
- import keys for Thawte's Secure Certificate;



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Phase B

Upgrade and reconstruction

- apply for an account with Authorize.net for real-time credit card processing;
- migrate existing database of books into shopping cart's database;
- re-write scripts that drive "Reviews" and "Email list";
- integrate real-time credit card processing with the shopping cart and the site;
- apply changes as specified in the "Corrections" document

4. Plans and Specifications

Michal Siemaszko shall prepare such detailed plans and specifications as are reasonably necessary and desirable for the implementation of this project.

5. Timetable

Michal Siemaszko shall diligently start and perform the required services for The Atlantic Coast Marketing, Inc. and complete the plans and specifications of this project four weeks from the date of signing this agreement, provided that all required fees had been paid and third-party services purchased.

6. Compensation

The Atlantic Coast Marketing, Inc. shall compensate Michal Siemaszko \$ 1,200, in consideration of the services performed herein by Michal Siemaszko. A 50% (\$600) is due upon the signature of this contract and the balance (\$600) due at the completion of Phase B.

7. Additional Services and Fees

For the Phase B to be fully completed, in addition to setting up a web hosting account and importing Secure Certificate keys, third-party services will need to be purchased by The Atlantic Coast Marketing, Inc. Michal Siemaszko will provide assistance and handle the application process/setup for those, however, these fees are not included in the \$1,200 price for this project. The additional charges will be as follows:

<i>Web hosting account</i>	<i>\$50 per month + \$50 setup fee</i>
<i>Importing keys for Thawte's Secure Certificate</i>	<i>\$25 import and setup fee</i>
<i>Real-Time payment processing with Authorize.net</i>	<i>unknown*</i>

*This is obtained through a reseller of Authorize.net services

8. Service Not Included

If, after plans and specifications are completed and approved by The Atlantic Coast Marketing, Inc., Michal Siemaszko is required to change plans, designs or specifications because of the changes by The Atlantic Coast Marketing, Inc., Michal Siemaszko shall receive an additional fee for such changes, however any proposal change shall be pre-approved by The Atlantic Coast Marketing, Inc.



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9. Copyrights, Etc.

All designs, design data, specifications, notebooks, technical data, recommendations relating thereto as well as all copies of the forgoing, relating to the work performed under this Agreement remains property of Michal Siemaszko, however The Atlantic Coast Marketing, Inc. shall have the continuing and unconditional license to use, maintain and revise the system for its own day-to-day operation. All content in the system shall be the exclusive property of The Atlantic Coast Marketing, Inc.

10. Interpretation of Contract

- a) This Agreement constitutes the entire agreement about understanding between the parties and supercedes any and all other agreements between the parties.
- b) This Agreement may not be changed except in writing, signed by Michal Siemaszko and The Atlantic Coast Marketing, Inc.


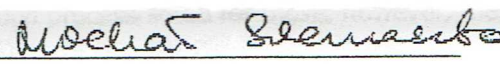
11. Miscellaneous

- a) The parties agree and intend that all questions concerning this Agreement, including the validity, capacity of parties, effect interpretation and performance, shall be governed by the State of New York.
- b) The rights privileges and obligations of both Michal Siemaszko and The Atlantic Coast Marketing to each other shall be limited to those specifically set forth within.
- c) This Agreement and the terms, conditions and obligations herein contained shall be binding upon the parties hereto, their assigns, transferees, and legal representatives.
- d) This Agreement constitutes the complete Agreement, between Michal Siemaszko and The Atlantic Coast Marketing, Inc. No representation or promise, either oral or written, has been made except as specifically set forth within.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

The Atlantic Coast Marketing, Inc.

Michal Siemaszko

Signature: Signature: Printed: VERNON HAMILTONPrinted: MICHAL SIEMASZKODate: 11/23/1999Date: 11/22/1999