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**AGREEMENT**

Agreement made this 24 day of July 1999, between The Running Enclave, Inc. having business at P.O. Box 10457 and Michal Siemaszko, an individual, residing at 373 68<sup>th</sup> Street, Apt #3, Brooklyn, NY 11220.

BULKE VA. 22009-0451 w

Dan Ireland  
6029 BONNIE BEAN CT.  
BULKE, VA. 22015

**1. Recitals**

The Running Enclave, Inc. desires to retain Michal Siemaszko to provide complete design, development, setup and hosting services for its web site (www.runningenclave.com), and Michal Siemaszko agrees to provide and perform such services to meet The Running Enclave's requirements.

**2. Agreement**

It is hereby agreed that The Running Enclave, Inc. does retain and employ Michal Siemaszko, and Michal Siemaszko agrees to accept such employment, to act for and represent in all design, development, setup 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.runningenclave.com domain and all the files that constitute its temporary web presence onto Kaos Aeon's server
- 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



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## **Phase B**

### **Design**

- design and develop graphical interface

### **Development**

- develop web application to allow for interactive coaching and storage of client/visitor information
- develop registration system
- set up and customize e-commerce system
- integrate real-time credit card processing with the e-commerce system

### **Promotion**

- create an animated ad banner
- submit information about the www.runningenclave.com site to search engines and web indexes

## **4. Plans and Specifications**

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

## **5. Timetable**

Michal Siemaszko shall diligently start and perform the required services for The Running Enclave, Inc. and complete the plans and specifications of this project six weeks from the date of agreement on interface design for the site, provided that all required fees had been paid and third-party licenses/certificates purchased.

## **6. Compensation**

The Running Enclave, Inc. shall compensate Michal Siemaszko \$ 4,600, in consideration of the services performed herein by Michal Siemaszko. A 50% (\$2,300) is due upon the signature of this contract and the balance (\$2,300) due at the completion of Phase B.





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## 7. Additional Services and Fees

For the Phase B to be fully completed, in addition to setting up a web hosting account, third-party licenses / certificates will need to be purchased by The Running Enclave, Inc. Michal Siemaszko will provide assistance and handle the application process/setup for those, however, these fees are not included in the \$4,600 price for the project. The additional charges will be as follows:

<i>Web hosting account</i>	<i>\$50 per month + \$50 setup fee</i>
<i>Secure Key Certificate from Thawte</i>	<i>\$125* + \$25 key set fee</i>
<i>Real-Time payment processing with Authorize.net</i>	<i>unknown**</i>

\* Current price for this type of certificate

\*\* Price depends on several variables unknown at the present time: whether merchant account with a bank had been established so far or a new account has to be opened, and which company The Running Enclave, Inc. will choose for their provider of Authorize.net's real-time payment processing services.

## 8. Service Not Included

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

## 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 Running Enclave, 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 Running Enclave, 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 Running Enclave, Inc.



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### 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 Running Enclave 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 Running Enclave, 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 Running Enclave, Inc.

Michal Siemaszko

Signature: \_\_\_\_\_

*Frank Gagliano*

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

*FRANK GAGLIANO*

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

*PRESIDENT*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*7/24/99*

Date: \_\_\_\_\_

*10107 COMMONWEALTH BLVD.  
FAIRFAX, VA. 22032*

10/18/99 17:55 FAX 2129290110

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**EXTENSION TO AGREEMENT**

This document is an extension to agreement made on July 24<sup>th</sup>, 1999, between The Running Enclave, LLC and Michal Siemaszko.

**Agreement**

The Running Enclave, LLC decides to launch its website, www.runningenclave.com, designed, developed and hosted by Michal Siemaszko before all of the features initially agreed upon are ready and working. This modification of initial agreement is due to delay in supplying Michal Siemaszko with materials necessary to develop these website features on time.

Upon launch, Phase B of site development will be completed. Feature not supported at launch time will be Training Log application. No other additions nor modifications of design or site layout will be made after then. If such will be desired, The Running Enclave, LLC and Michal Siemaszko will agree as to what they are and determine additional fees for these services.

The Training Log application will be developed independently by Michal Siemaszko as an extension to original agreement made on July 24<sup>th</sup>, 1999, without any additional compensation.

Michal Siemaszko agrees to develop and integrate this Training Log application with the rest of the www.runningenclave.com site and deliver it at the earliest possible date, but no longer than a month from the date of signing this agreement.

The Running Enclave, LLC agrees to pay the remaining 50% (\$2,300) upon launch of their website.

The Running Enclave, LLC

Signature: Frank GaglianoPrinted: FRANK GAGLIANOTitle: PRESIDENTDate: 10/20/99

Michal Siemaszko

Signature: Michal SiemaszkoPrinted: MICHAŁ SIEMASZKOTitle: DEVELOPERDate: 10/18/1999



\*\*\*\*\*  
 \*\*\* TX REPORT \*\*\*  
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TRANSMISSION OK

TX/RX NO 1308  
 CONNECTION TEL 14107231064  
 SUBADDRESS  
 CONNECTION ID  
 ST. TIME 10/21 11:05  
 USAGE T 01'49  
 PGS. SENT 1  
 RESULT OK

Form **W-9**  
 (Rev. December 1996)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do NOT  
 send to the IRS.

Please print or type	Name (If a joint account or you changed your name, see <b>Specific Instructions</b> on page 2.) <b>MICHAL H. SIEMASZKO</b>	
	Business name, if different from above. (See <b>Specific Instructions</b> on page 2.)	
	Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	Requester's name and address (optional)
	Address (number, street, and apt. or suite no.) <b>373 68TH STREET, APT #3</b> City, state, and ZIP code <b>BROOKLYN, NY 11220</b>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How To Get a TIN** on page 2.

Social security number  
**022-701811**

OR

Employer identification number  
 | + | | | | | |

List account number(s) here (optional)

### Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

### Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign  
 Here

Signature ▶

*Michael Siemaszko*

Date ▶

10/21/1999

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

### Penalties

**Failure To Furnish TIN.**—If you fail to furnish your correct TIN to a requester, you