U.S. SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-KSB

(Mark One)

[X] ANNUAL REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2002

or

[_] TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 [NO FEE REQUIRED]

For the transition period from _____ to _____

Commission File Number 0-21467

ACCESSITY CORP.
(f/k/a DriverShield Corp.; f/k/a driversshield.com Corp and f/k/a First Priority Group, Inc.)

(Name of small business issuer in its charter)

NEW YORK	11-2750412
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

12514 West Atlantic Boulevard
Coral Springs, Florida 33071

(Address of principal executive offices) (Zip Code)

Registrant's telephone number: (954-752-6161)

Securities registered under Section 12(b) of the Exchange Act: None

Securities registered under Section 12(g) of the Exchange Act:
Common Stock par value $.015 per share
Preferred Stock Purchase Rights par value $.01 per share

Check whether the issuer (1) filed all reports required to be filed by Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes X No

Check if there is no disclosure of delinquent filers pursuant to Item 405 of Regulation S-B contained in this form, and no disclosure will be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-KSB or any amendment to this Form 10-KSB. [ ]

State the issuer's revenues for its most recent fiscal year $4,018,000

The aggregate market value of the issuer's voting stock held by non-affiliates of the issuer as of March 27, 2003, based upon the closing price on the date thereof is $3,692,000.

(APPLICABLE ONLY TO CORPORATE REGISTRANTS)

As of March 27, 2003, the issuer had outstanding a total of 10,869,073 shares.

Transitional Small Business Disclosure Format (check one):

Yes No X

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PART I

ITEM 1. DESCRIPTION OF BUSINESS

GENERAL

On November 23, 1983, drivershield.com FS Corp. ("FS"), formerly known as National Fleet Service, Inc., a New York corporation was formed and commenced operations as an automotive fleet administrator. Thereafter, Accessity Corp., (f/k/a DriverShield Corp.; f/k/a driversshield.com Corp, and f/k/a First Priority Group, Inc.) a New York corporation, was formed on June 28, 1985, and was engaged in automotive fleet management and administration of automotive repairs for businesses, insurance companies and members of affinity groups. Accessity Corp. ("the Company") became the parent company to driversshield.com FS Corp. On February 7, 2002, all of the outstanding shares of driversshield.com FS Corp. were sold (see Recent Developments) and, thereafter the Company was no longer engaged in the fleet management business. In addition, on January 2, 2003 we established a strategic partnership with a third party and transferred the management and operating responsibilities of our DriverShield CRM unit in exchange for a royalty, (see Recent Developments). DriverShield CRM provided collision repair management services for insurance industry clients during fiscal 2002. Our remaining business units consist of automobile services offered to affinity groups through our wholly owned subsidiary, DriverShield ADS Corp. ("ADS"), and Sentaur Corp., a new business unit specializing in medical billing recovery for hospitals.

In February 2003 the Company changed its name to Accessity Corp. from DriverShield Corp.

The Company relocated its corporate headquarters to 12514 West Atlantic Boulevard, Coral Springs, Florida 33071, from New York, during the fourth quarter of 2002.

NATURE OF SERVICES

INSURANCE CARRIER MARKET

During fiscal 2002 we offered vehicle repair management services, including collision and general repair programs, estimating and auditing services and vehicle rentals for insurance companies and affinity group members. Effective January 2, 2003, under a Strategic Partnership Agreement with ClaimsNet, Inc. ("ClaimsNet"), ClaimsNet assumed all responsibility for processing new claims and repairs for DriverShield CRM (see Recent Developments). We will complete the repairs that were in process prior to the effective date of the agreement with ClaimsNet.

Throughout fiscal 2002 and for a short period in early 2003, during which in-process repairs are completed, we provided auto repair services for our insurance carrier clients. We assumed the risks and responsibilities for the vehicle repair process from commencement to completion. Our insurance industry clients used the Internet to access our collision management system to record a claim, which then initiated our activities to proceed with vehicle repairs. During our nineteen years of experience in vehicular repair management, we had established a proprietary network of over 2,000 high-quality automobile repair shops. We controlled and negotiated the cost of every repair, the use of certain parts,

and guaranteed the quality of the repairs. The interactive website facilitated information gathering and distribution to launch the repair process. The website enabled insurance carriers to utilize the Company's website to directly enter the initial vehicle claim information, find and select the most accessible automobile collision repair shop from the Company's network of over 2,000 shops throughout the United States, and enable the insurance carrier and the insured to track the repairs of the vehicle until completion. Our software also allowed us, and our clients, to view digitized images of the damaged vehicle. This network of automobile repair shops can handle, on a per incident basis, any repair that the clients' drivers may encounter. Because the Company had many long-term relationships with a large number of repair shops, whenever a repair to a client's vehicle was needed, the chances were excellent that a local repair shop would be available to perform the required repair work. Because of the volume of work we provided, we were able to obtain significantly lower repair costs, and expedited turnaround time, for our clients.

Once the client initiated the claims management system, we were automatically notified to commence activities. We coordinate activities with the shop, use our audit and estimating staff to negotiate the lowest price for every claim, monitor the use of certain types of parts, track the work and timeliness of the repair process which can be viewed by our clients, on our website, to judge our efforts, obtain independent appraisals when requested, and, finally, guarantee the repairs for as long as the driver owns the vehicle. We issued DriverShield warranty certificates for every repair done within our network and are responsible to our clients if the repairs are not done appropriately. We managed our warranty risk by monitoring the quality and consistency of our network repair facilities and quickly eliminating those shops that do not maintain proper standards. We paid the independent repair shops directly upon completion of their work, and invoiced our insurance clients separately. A number of insurance carriers signed multi-year contracts with CRM. The website address is: www.drivershield.com.

FLEET MANAGEMENT.

Effective February 7, 2002, the Company sold all of the outstanding shares of FS to PHH Vehicle Management Services LLC ("PHH"). [See "Recent Developments" below.]

AFFINITY GROUP PROGRAMS.

Through our wholly owned subsidiary, DriverShield ADS Corp., we offer various programs for vehicle-related services for consumers who are sold the programs through affinity groups, financial institutions, corporations and organizations. These programs may be used as re-enrollment incentives and/or membership premiums, or resold at a profit, may be sold individually, or a variety of services can be bundled together as a high-value package.

Driver's Shield(R). - This is the premium program consisting of components, which may be sold individually. This package consists of the Collision Damage Repair Program, Driver Discount Program and the Auto Service Hotline, as well an auto buying service, legal defense reimbursement, and custom trip routing services.

Collision Damage Repair Program (CDR). - This is the corporate collision program modified to suit consumer needs. Drivers participating in this program may utilize the Company's proprietary network of collision body repair shops. Additionally, the Company's customer service department will supervise the entire price from expediting estimates and repairs, to troubleshooting any problems or difficulties that may occur.

Driver Discount Program (DDP). This program offers drivers discounts of up to forty percent off automotive-related services through thousands of premium auto chain facilities throughout the nation. It applies these discounts to virtually all-routine maintenance including oil changes, brakes, transmissions, mufflers, shocks, tires and glass. An option to this program also provides 24-hour emergency roadside assistance for drivers anywhere in the U.S.

Auto Service Hotline (ASH). This program provides drivers with their own repair specialist who will help the driver determine a course of action to repair the vehicle, and if necessary, provide a referral to one of thousands of independently owned auto repair facilities. Drivers will receive a ten percent discount off repairs and an enhanced nationwide warranty when utilizing the shop to which they were referred. Additionally, drivers will be offered rental replacement cars at preferred rates that are delivered to and picked up from the driver's home or office.

MEDICAL BILLING RECOVERY

In late 2002, we established a new business unit to diversify from the automobile repair industry. Sentaur, Inc. provides hospitals the opportunity to recoup discounts improperly taken by insurance companies and other institutional payors of medical treatments. This business unit contracts with hospitals and, upon analytic review of their internal records and contracts, isolates those payors who have improperly discounted the fees they have paid and seeks appropriate recovery. Fee income from the hospitals is earned upon the successful collection of the receivable. To date, Sentaur has received three signed contracts and has commenced its detailed review and recovery process for one of them, and is in the initial stages for the others.

RECENT DEVELOPMENTS

In October 2001 the Company entered into a Stock Purchase Agreement ("the Purchase Agreement") to sell all of the outstanding shares of its wholly-owned subsidiary, drivershhield.com FS Corp, its collision repair and fleet services business, to PHH Vehicle Management Services, LLC ("PHH"), a subsidiary of Cendant Corporation (NYSE, symbol CD) for $6.3 million in cash, and pursuant to the Preferred Stock Purchase Agreement sold $1.0 million of the Company's Series A Convertible Preferred Stock to PHH. The Purchase Agreement was approved by a vote of the Company's shareholders on February 4, 2002, and the transaction was consummated on February 7, 2002. Under the terms of the Transition Services Agreement, PHH contracted with the Company to operate FS until June 30, 2002.

In December 2002 the Company entered into a Strategic Partnership Agreement ("the Partnership Agreement"), effective January 2, 2003, with ClaimsNet, Inc. ("ClaimsNet"), a wholly owned subsidiary of The CEI Group, Inc. ("CEI"), a Pennsylvania corporation, in which ClaimsNet, assumed the responsibilities of operations and management of DriverShield CRM, our business that provided insurance carriers with collision repair for their insureds. The Company granted an exclusive license of its technology, including its website software that enables insurance customers to access our vehicle claims management system via the internet, and, a non-transferable license of its network of repair facilities, as well as training of its processing methodologies, in order for ClaimsNet to fulfill its obligations under the Partnership Agreement. In return, ClaimsNet agreed to pay royalties equivalent to 25% of vendor referral fees and 50% of administrative fees (as defined in the agreement) on all existing customers, beginning in March and February 2003 respectively, and 15% of all administrative and vendor referral fees for all new customers that use the licensed technology to have their vehicles repaired. The

term of the Partnership Agreement is for a five-year period, with a two-year renewal unless terminated ninety days prior to the end of the then current term.

Additionally, ClaimsNet has an option to purchase the DriverShield CRM business commencing on January 1, 2007 for a purchase price equal to the total royalties paid by ClaimsNet for the prior twenty-four months.

SALES AND MARKETING

The Company's clients for the CRM program were property and casualty insurance companies.
The Company's clients for its affinity programs are financial institutions, organizations and affinity groups that resell the programs to individuals. The Company's customers for its medical recovery business are hospitals. Sales activities are primarily performed by the Company's own personnel. Sales are made through referrals, cold canvassing of appropriate prospects and direct mailings. The Company also attends trade shows in order to increase its identity awareness and client base, and intends to support its brand name and products through advertising and trade journals.

In 2002, one customer accounted for 26% of the Company's revenues and another accounted for 59% of revenues. In 2001, one of the same customers accounted for 87% of the Company's revenues. These figures exclude the discontinued operating results of the fleet services business that was sold in February 2002. See "Recent Developments", above.

EMPLOYEES

At year-end, upon closure of its Long Island, New York office on December 31, 2002, the Company employed 14 full-time employees. None of the Company's employees are governed by a union contract and the Company believes that its employee relationships are satisfactory.

COMPETITION

Affinity Group Programs. Although there are several companies providing various types of auto club programs the Company believes that there is only one other company that offers a program providing similar services offered by the Company's ADS subsidiary.

Insurance Carriers. The Company is aware of four other companies that offer some aspect of automotive collision repair services to insurance companies. One of these competitors is primarily offering a comparable product as that of the Company. Two of the companies are in the fleet management business, while the other is in the vehicle software valuation business. The Company believes that its services for insurance companies are superior to those offered by such other companies.

Medical Billing Recovery. The Company believes that this is an emerging market but is not aware of any major entities involved in this business. We are aware of a few privately held companies that have initiated similar business activities in regional parts of the United States.

ITEM 2. DESCRIPTION OF PROPERTY

In May 2002, the Company entered into a lease for new office space, and is the sole occupant of the building at 12514 West Atlantic Boulevard, Coral Springs, Florida, 33071. The space consists of approximately 7,300 square feet of office space. The lease term commenced in October 2002, and is for five and a half years. The property is owned by three members of the Company's board of directors [see "Certain Relationships and Related Transactions" below].

ITEM 3. LEGAL PROCEEDINGS

In January 2003 the Company was served with a complaint filed by Gerald Zutler, our former President and Chief Operating Officer, alleging that the Company breached his employment contract, fraudulent concealment of the Company's intention to terminate its employment agreement with Mr. Zutler, and discrimination on the basis of age and aiding and abetting violation of the New York State Human Rights Law. Mr. Zutler is seeking damages aggregating $2.25 million, plus punitive damages and reasonable attorneys' fees. We believe that the Company properly terminated Mr. Zutler's employment for cause and intends to vigorously defend this suit as it believes that Mr. Zutler's allegations are without merit. Answer to the complaint was served by the Company on February 28, 2003, and no discovery has yet been conducted. The Company has filed a claim with its carrier under its Directors&, Officers, Insured Entity and Employment Practices Liability policy. The Company has not yet received a response from the carrier and does not know if the carrier will cover this claim under the policy, the policy has a $50,000 deducible and a liability limit of $3 million per policy year.

The Company filed a Demand for Arbitration against Presidion Solutions, Inc. alleging that Presidion breached the terms of the Memorandum of Understanding between Accessity and Presidion dated January 17, 2003. The Company is seeking a Break-up Fee of $250,000 pursuant to the terms of the Memorandum of Understanding alleging that Presidion breached the Memorandum of Understanding by wrongfully terminating the Memorandum of Understanding. Additionally, the Company is seeking its out of pocket costs of due diligence amounting to approximately $37,000. Presidion has filed a counterclaim against Accessity alleging that Accessity had breached the Memorandum of Understanding and therefore owes Presidion a Break-up Fee of $250,000. We believe that the claim alleged by Presidion is without merit. The dispute will be settled by a single arbiter and the case will be heard before the American Arbitration Association in Broward County, Florida.

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

The Company held its Annual Meeting of Stockholders in December 2002. The following matters were voted upon at the meeting:

1. Amend the Certificate of Incorporation to change our name to Accessity Corp.

For	Against	Abstain
11,055,879	100,401	273

2. Elect our Directors: Barry J. Spiegel, Kenneth J. Friedman, Bruce S. Udell

Barry J. Spiegel

For	Against	Abstain
11,056,152	0	100,401

Kenneth J. Friedman

For	Against	Abstain
11,055,952	0	100,601

Bruce S. Udell

For	Against	Abstain
11,055,952	0	100,601

3. Ratify the selection of Nussbaum Yates & Wolpow, P.C. as auditors

For	Against	Abstain
11,055,879	100,401	273

PART II

ITEM 5. MARKET FOR COMMON EQUITY AND RELATED SHAREHOLDER MATTERS

The Company's common shares are traded on The Nasdaq SmallCap market. The following table shows the high and low closing prices for the periods indicated.

	Sale Price($)	
	High	Low
2002		
First Quarter	$2.00	$1.25
Second Quarter	$1.47	$ .76
Third Quarter	$1.14	$ .70
Fourth Quarter	$ .76	$ .31
2001		
First Quarter	$1.06	$ .38
Second Quarter	$1.51	$ .56
Third Quarter	$1.84	$ .87
Fourth Quarter	$1.72	$1.00

The number of record holders of the Company's common shares as of March 15, 2003 was 337.

The Company has never paid dividends on its common stock and is not expected to do so in the foreseeable future. Payment of dividends is within the discretion of the Company's Board of Directors and would depend on, among other factors, the earnings, capital requirements and operating and financial condition of the Company.

ITEM 6. MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

The following discussion and analysis should be read in conjunction with the Company's Financial Statements and the notes appearing elsewhere in this report as Item 7, and Forward-Looking Statements-Cautionary Factors, below. This discussion and analysis may contain statements that constitute forward-looking statements within the meaning of the private Securities Litigation Reform Act of 1995.The Company cautions that forward-looking statements are not guarantees of performance and actual results may differ materially from those in the forward-looking statements.

YEAR ENDED DECEMBER 31, 2002 (THE "2002 PERIOD") COMPARED TO YEAR ENDED DECEMBER 31, 2001 (THE "2001 PERIOD")

The 2002 Period reflected net income of $1,248,000 versus net income of $1,169,000 in the 2001 Period. Of those amounts, continuing operations reflected a loss of $1,161,000 in the 2002 Period versus income of $259,000 in the 2001 Period. The decrease resulted predominantly from the recognition of deferred tax assets in the 2001 Period. Discontinued operations reflected a gain of $2,409,000 in 2002 versus $780,000 in the 2001 Period resulting from the recognition of the gain on the sale of the fleet business. Basic and diluted earnings per share were $.11 in the 2002 Period and the 2001 Period.

REVENUES

Revenues were $4,018,000 in the 2002 Period compared to $1,697,000 in the 2001 Period, representing an increase of $2,321,000, or 137%. These figures exclude the fleet services business that was sold in February 2002, and is reflected in the Company's financial statements as discontinued operations. The increase in revenues is the net change from $2,895,000 of new CRM revenues, offset by a decrease in affinity service revenues of $574,000 resulting from affinity members that did not renew their memberships in 2002.

INCOME AND EXPENSES FROM CONTINUING OPERATIONS

Pretax loss from continuing operations increased by $1,153,000, to $2,955,000 in the 2002 Period, from a loss of $1,802,000 in the 2001 Period. The increased losses, and comparative amounts, are described below.

Collision repair and claim fee revenues from insurance carriers, net of collision repair costs, from new business was $395,000; there were no comparable amounts in the 2001 Period. This was offset by a reduction in Affinity Service revenues of $574,000, as described above.

Selling expenses increased by $483,000, from $692,000 in the 2001 Period to $1,175,000 in the 2002 Period, or 70%, primarily as a result of increased expenditures of $210,000 in sales personnel and

their related activities for its CRM business, and $175,000 for Sentaur, Inc. General and administrative expenses increased $1,057,000, or 46%, from $2,276,000 in the 2001 Period to $3,333,000 in the 2002 Period resulting primarily from: a one-time bonus of $250,000 to Barry Siegel, the Chief Executive Officer of the Company, upon consummation of the sale of FS; the non-recurring costs of relocating the office in New York and then to Florida, along with the associated costs of severance to terminated employees totaling $386,000; and, the costs of increased labor in customer service to accommodate the increased volume of the CRM business. The Company recorded $240,000 in non-cash compensation expense in the 2001 Period as a result of re-pricing certain stock options during 1999; the impact in the 2002 Period resulted in a credit, an income item, of $132,000, a net change of $372,000. A credit, or income in this calculation results when there is a decrease in the price per share on which the options impact is calculated. Depreciation and amortization, including asset impairment charge in the 2001 Period, was relatively unchanged reflecting a decrease of $6,000 to $403,000.

Investment and other income increased $197,000 to $394,000 in the 2002 Period, compared to $197,000 in the 2001 Period despite declines in interest rates. This was the result of higher cash and investment balances resulting from the funds received from the sale of the fleet business. Interest expense increased to $88,000 from $2,000 primarily as a result of the amortization of bond premium, which is included as interest expense.

The Company also recorded a non-recurring, non-cash charge in the 2001 Period of $77,000 for the issuance of certain restricted shares to an existing shareholder. There was no comparable amount in the 2002 Period.

The 2002 Period tax provision in the income statement (inclusive of continuing, discontinued and extraordinary tax charges and credits) reflects a tax expense of $1,924,000 versus a tax benefit of $1,893,000 in the 2001 Period. The tax expense in the 2002 Period is largely the result of the $6.1 million gain on the sale of the fleet business offset, in part, by credits from losses on operating activities. In the 2001 Period the tax benefits resulted from the recognition of $5,000,000 from net operating loss carryforwards. A valuation allowance had been recognized for virtually all of those carryforward benefits until such time as it became apparent that they should be utilized upon the gain from the sale of the fleet business in the 2001 Period.

DISCONTINUED OPERATIONS
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Income from discontinued operations of the fleet services business increased by $1,629,000, from $780,000 in the 2001 Period to $2,409,000 in the 2002 Period. The increase was attributable to the recognition of the net gain on the sale of the fleet business of $2,391,000, which occurred in February 2002. The 2001 Period reflects only the operating results of the fleet business for the entire year, while the comparable period of operating activity occurred for only five weeks in the 2002 Period.

EXTRAORDINARY ITEM
- ----------

In the 2001 Period, extraordinary income, in the amount of $130,000, was realized upon the settlement of a legal and arbitration matter with EDS. This amount had been accrued by the Company in a prior period, but settlement of these matters released the Company from payment of any indebtedness. There was no comparable amount in the 2002 Period.

LIQUIDITY AND CAPITAL RESOURCES
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At December 31, 2002, the Company had cash and cash equivalents of $909,000, and also held 202,381 shares of Salomon Smith Barney Adjustable Rate Government Income Fund securities valued at $1,985,000. In addition the Company held fixed income investments totaling $3,324,000. Further, escrow funds of $163,000 held in conjunction with the sale of the fleet business, were released in January 2002 (an additional $12,000 is pending review by both parties).

In connection with the Company's rental of office space in Florida, in July 2002, the Company also pledged as security, a $300,000 certificate of deposit with a Florida bank for the five and a half year term of the lease, for the benefit of the landlord's mortgage lender. Such amounts were excluded from liquidity, described above, and presented as a restricted certificate of deposit. The certificate of deposit declines as the remaining rental commitment declines, as follows; the balance of the certificate will be $200,000 after the 36th month, $100,000 after the 48th month, and zero after 60 months. In addition, during 2002 the Company expended approximately $140,000 in connection with the build-out of the space. The Company is the beneficiary of the interest income. This property is owned and operated by B & B Lakeview Realty Corp., whose three shareholders, Barry Siegel, Barry Spiegel and Kenneth Friedman, are members of the Company's board of directors. The terms of the lease require net rentals to be paid in increasing annual amounts from $125,000 to $168,000 plus tax and operating expenses. The lease term commenced in October 2002 and terminates five years and six months thereafter.

The Company's Board of Directors approved a stock repurchase program whereby the Company may purchase up to 500,000 shares of its common shares traded on the Nasdaq SmallCap Market. Since the repurchase program was approved, during the third quarter of 2002, the Company acquired 93,000 shares at a cost of $93,000.

The Company believes that its present financial condition will enable it to continue to support its operations for the next twelve months, and for some period thereafter depending on its activities and use of funds in developing existing or new businesses.

DEFERRED INCOME TAXES
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The Company has a net operating loss carry forward of approximately $2 million that is available to offset future taxable income at December 31, 2002. Since the Company has determined that it is more likely than not that it may not be able to recover these carryforward benefits, a valuation allowance has been established for the full amount of the deferred tax benefit. Accordingly, no deferred income tax asset has been reflected in the Company's financial statements. If the Company is profitable in the future, such benefits will be available to offset future income taxes.

NEW ACCOUNTING STANDARDS
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The new accounting pronouncements described in footnote 1 of the Consolidated Financial Statements are incorporated by reference.

FORWARD LOOKING STATEMENTS - CAUTIONARY FACTORS

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Certain statements in this report on Form 10-KSB contain "forward-looking statements" within the meaning of the Private Securities Litigation Act of 1995. These statements are typically identified by their inclusion of phrases such as "the Company anticipates", or "the Company believes", or other phrases of similar meaning. These forward-looking statements involve risks and uncertainties and other factors that may cause the actual results, performance or achievements to differ from any future results, performance or achievements expressed or implied by such forward-looking statements. Except for the historical information and statements contained in this Report, the matters and items set forth in this Report are forward looking statements that involve uncertainties and risks some of which are discussed at appropriate points in the Report and are also summarized as follows:

1. As the Company has sold its traditional business lines and embarked on a new business, there will be new and additional risks that may influence the business of the Company. These risks include:

   - The Company has either sold or transferred the businesses upon which it was originally founded (auto collision repair and managed care services) and we are not sure our new business enterprise, in medical billing recovery, will be successful or that we can generate sufficient revenue from this activity.

   - As is typical for any new, rapidly evolving market, demand and market acceptance for recently introduced medical billing recovery services are subject to a high level of uncertainty and risk. It is also difficult to predict the market's future growth rate, if any. If the market fails to develop among the potential hospital users, or develops more slowly than expected or becomes saturated with competitors, or our services do not achieve or sustain market acceptance, our business, results of operations and financial condition could be materially and adversely affected.

   - We also depend on establishing and maintaining a number of commercial relationships with other companies. Our business could be adversely affected if we do not maintain our existing commercial relationships on terms as favorable as currently in effect, if we do not establish additional commercial relationships on commercially reasonable

     terms or if our commercial relationships do not result in the expected increased use of our Website.

   - We are also seeking to make new acquisitions that will either augment existing business lines or move us into new areas. We cannot assure you that we will be able to find the appropriate business for a public company, on commercially acceptable terms. Furthermore, we cannot assure you that the services or products of those companies will achieve additional market acceptance or commercial success.

   - We are dependent on certain key personnel. Our future success is substantially dependent on our senior management. If one or more of our key employees decided to leave us, join a competitor or otherwise compete directly or indirectly with us, this could have a material adverse effect on our business, results of operations and financial condition. Competition for such personnel is intense, and we may not be able to attract, assimilate or retain such personnel in the future. The inability to attract and retain the necessary managerial, technical, sales and marketing personnel could have a material adverse effect on our business, results of operations and financial condition. Further, as we engage in new markets or acquisitions, we may not have experience in those markets and may be required to attract new personnel.

   - Our success may be dependent on keeping pace with advances in technology. If we are unable to keep pace with advances in technology, businesses may stop using our services and our revenues will decrease. The Internet and electronic commerce markets are characterized by rapid technological change, changes in user and customer requirements, frequent new service and product introductions embodying new technologies and the emergence of new industry standards and practices that could render our existing Website and technology obsolete. If we are unable to adapt to changing technologies, our business, results of operations and financial condition could be materially and adversely affected.

     We are uncertain of our ability to obtain additional financing for our future capital needs. If we are unable to obtain additional financing, we may not be able to continue to operate our business or create the growth we wish. We currently anticipate that our cash, cash equivalents and short-term investments will be sufficient to meet our anticipated needs for working capital and other cash requirements at least for the next 12 months, and beyond. However we may need to raise additional funds, in order to fund more rapid expansion, for acquisitions, to develop new or enhance existing services or products, to respond to competitive pressures or to acquire complementary products, businesses or technologies.

   - There can be no assurance that additional financing will be available on terms favorable to us, or at all. If adequate funds are

not available or are not available on acceptable terms, our ability to fund our expansion, take advantage of potential acquisition opportunities, develop or enhance services or products or respond to competitive pressures would be significantly limited. Such limitation could have a material adverse effect on our business, results of operations, financial condition and prospects.

- o The Company's ADS business still involves the repair of motor vehicles through a contracted network of automobile collision repair shops. These shops are obligated to maintain certain minimum limits of liability insurance, indemnify the Company from any and

all claims and expenses related to the shop's negligent acts or from the breach of the agreement between the Company and the shop, and name the Company as an additional insured under the shop's liability policy. However, the repair shop and/or the Company's general liability insurance may not cover all potential claims to which we are exposed and may not be adequate to indemnify us for all liability that may be imposed. Any imposition of liability that is not covered by insurance or is in excess of insurance coverage could have a material adverse effect on our business, results of operations and financial condition.

2. As the Company's medical billing programs gain some success, it is possible that the competition will attempt to copy these programs and incorporate them into their programs. This could lead to increased competitive pressures on those programs that are the most successful. The competition could result in decreased profit margins and/or the loss of certain customers.

3. The Company, under the ADS business, has clients that either individually controls a large number of insureds, or a large number of participants in programs such as Driver's Shield(R). The loss of any one affinity group, terminating its relationship with the Company, could have an adverse impact on the continued growth of that business. The Company has addressed the issue of customer retention by implementing a policy of entering into long-term contracts with its customers.

5. Certain senior management personnel may be able to exercise voting control. Barry Siegel, our Chairman of the Board and Chief Executive Officer, beneficially owns and controls the vote of approximately 16 % of the outstanding shares of our common stock. In addition, Barry J. Spiegel, a director and the President of ADS, beneficially owns and controls the vote of approximately 13% of the outstanding shares of our common stock. This concentration of ownership, which is not subject to any voting restrictions, could limit the price that investors might be willing to pay for common stock. In addition, Mr. Siegel and Mr. Spiegel are in a position to impede transactions that may be desirable for other shareholders.

6. Our articles of incorporation and by-laws contain certain provisions that could make it more difficult for shareholders to effect certain corporate actions, and could make it more difficult for anyone to acquire control of us without negotiating with our board of directors. These provisions could limit the price that investors might be willing to pay in the future for our common stock.

ITEM 7. FINANCIAL STATEMENTS

The Company's financial statements and schedules appear at the end of this Report after Item 14

PART III

ITEM 9. DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS; COMPLIANCE WITH SECTION 16(A) OF THE EXCHANGE ACT.

Each member of our board of directors serves for staggered three-year terms and until his or her successor is duly elected and qualified. Our executive officers and directors are as follows:

Name	Age	Position
Barry Siegel.....	51	Chairman of the Board, Secretary, Chief Executive Officer
Barry J. Spiegel *.....	54	Director, President of Affinity Services Division
John M. McIntyre.....	47	Director, President and Chief Operating Officer
Philip B. Kart.....	53	Sr. Vice President and Chief Financial Officer
Kenneth J. Friedman *.....	49	Director
Bruce S. Udell*.....	51	Director

* Member of the Audit Committee

Barry Siegel has served as one of our directors and our Secretary since we were incorporated. He has served since January 1998, as our Chief Executive Officer and Chairman of the Board since November 1997. Previously, he served as our Chairman of the Board, Co-Chief Executive Officer, Treasurer, and Secretary from August 1997 through November 1997. From October 1987 through August 1997, he served as our Co-Chairman of the Board, Co-Chief Executive Officer, Treasurer, and Secretary. He also served for more than five years as Treasurer and Secretary of driversshield.com FS Corp., a former wholly owned subsidiary.

John M. McIntyre was elected to our board of directors on December 4, 2001, and became President of the Company in July 2002 and assumed the additional post as Chief Operating Officer in August 2002. Mr. McIntyre has spent the last 20 years working in the auto repair industry. In 1981, he founded Apple Auto Body Incorporated, a privately owned, multiple-location group of auto repair shops based in Massachusetts, and since 1981 has acted as its president. In 1989 he founded Trust Group Inc., a privately held property and casualty insurer based in Massachusetts. Since 2000, Mr. McIntyre has also been a member of Barefoot Properties of Hilton Head, LLC, a rental-property broker based in Hilton Head, South Carolina. Since 1977, he has also served as a financial consultant to TeleSouth a division of RHS Communications. Mr. McIntyre holds a Bachelor of Science in Public Administration from Bentley College, Waltham, MA.

Barry J. Spiegel has served as President of our Affinity Services Division since September 1996. He served as President of American International Insurance Associates, Inc. from January 1996 through August 1996. For more than five years prior to August 1996, Mr. Spiegel served as Senior Vice President at American Bankers Insurance Group, Inc.

Philip Kart has served as Chief Financial Officer since October 2000. From February 1998 through September 2000, he was Vice President and Chief Financial Officer of Forward Industries, Inc., a Nasdaq SmallCap listed company, and prior to that, from March 1993 to December 1997, Chief Financial Officer of Ongard Systems, Inc. Mr. Kart has also held financial management positions with Agrigenetics Corporation, Union Carbide and was with the accounting firm Price Waterhouse Coopers. Mr. Kart is a CPA.

Kenneth J. Friedman has served as our director since October 1998. Mr. Friedman has for more than five years served as President of the Primary Group, Inc., an executive search consultant.

Bruce S. Udell was first elected to be a member of the Board of Directors in September 2002. Since 1976, Mr. Udell has served as President and Chief Executive Officer of Udell Associates, a financial planning firm specializing in life insurance and estate planning. Additionally, since 1998, he has served as President of Asset Management Partners, a registered investment advisor.

COMPENSATION OF DIRECTORS

We do not pay our directors for serving on our board. Our 1995 Incentive Stock Plan (the "Plan") does, however, provide that when they are elected to the board and every anniversary thereafter as long as they serve, our non-employee directors are granted a non-statutory stock option to purchase up to 50,000 shares of our common stock. Prior to February 4, 2002, directors received 15,000 shares as the annual stock option grant.

SECTION 16(A) BENEFICIAL OWNERSHIP REPORTING COMPLIANCE.

We are not aware of any officer or director that did not comply with Section 16(a) of the Securities Exchange Act of 1934 during the fiscal year ended December 31, 2002, except for Kenneth J. Friedman who filed his Form 5 late that was due forty-five days following the end of the fiscal year.

ITEM 10. EXECUTIVE COMPENSATION

Summary Compensation

The following table summarizes the compensation we paid or compensation accrued for services rendered for the years ended December 31, 2000, 2001 and 2002, for our Chief Executive Officer and each of the other most highly compensated executive officers who earned more than $100,000 in salary for the year ended December 31, 2002:

SUMMARY COMPENSATION TABLE

Name and Position(s)	Year	Salary ($)	Securities Underlying Options (#)	Bonus ($)
Barry Siegel				
Chairman of the Board of Directors, Secretary and Chief Executive Officer	2002	300,000	550,000	250,000 (a)
	2001	285,000	0	
	2000	276,492	200,000	
Gerald Zutler (b)				
Former President and Chief	2002	138,191	200,000	

Operating Officer	2001	149,525	0
	2000	145,540	150,000
Barry J. Spiegel			
President, DriverShield ADS	2002	175,000	250,000
Corp.	2001	129,525	0
	2000	122,154	150,000
Philip B. Kart			
Sr. Vice President and Chief	2002	155,000	150,000
Financial Officer	2001	139,093	0
	2000	32,000	225,000

(a) Excludes $12,500 paid to Mr. Siegel for costs incurred in connection with his relocation.
(b) Mr. Zutler's employment terminated in August 2002.

EMPLOYMENT CONTRACTS AND TERMINATION OF EMPLOYMENT AND CHANGE-IN-CONTROL ARRANGEMENTS

We are party to an employment agreement with Barry Siegel that commenced on January 1, 2002, and expires on December 31, 2004. Mr. Siegel's annual salary is $300,000, and he has been granted stock options, under the Company's 1995 Incentive Stock Option Plan ("the Plan"), providing the right to purchase 300,000 shares of the Company's common stock, in addition to certain other perquisites. His employment agreement provides that following a change of control (as defined in the agreement), we will be required to pay Mr. Siegel (1) a severance payment of 300% of his average annual salary for the past five years, less $100, (2) the cash value of his outstanding but unexercised stock options, and (3) other perquisites should he be terminated for various reasons specified in the agreement. The agreement specifies that in no event will any severance payments exceed the amount we may deduct under the provisions of the Internal Revenue Code. In recognition of the sale of the fleet services business, Mr. Siegel was also awarded a $250,000 bonus, which was paid in February 2002, and an additional grant of 250,000 options.

We were party to an employment agreement with Gerald M. Zutler that commenced on January 1, 2002, and was to expire on December 31, 2004, but which terminated in August 2002. Mr. Zutler's annual salary was $190,000, and he had been granted stock options, under the Company's 1995 Incentive Stock Option Plan ("the Plan"), providing the right to purchase 200,000 shares of the Company's common stock, in addition to certain other perquisites. His employment agreement contained a change in control provision that mirrors that in Mr. Siegel's employment agreement, except that the applicable percentage for severance payment purposes is 100%. Mr. Zutler has filed suit against the Company for wrongful termination (see "Legal Proceedings").

We are party to an employment agreement with Barry J. Spiegel that commenced on January 1, 2002, and expires on December 31, 2004. Mr. Spiegel's annual salary is $175,000 per annum and he has been granted stock options, under the Company's 1995 Incentive Stock Option Plan ("the Plan"), providing the right to purchase 250,000 shares of the Company's common stock, in addition to certain other perquisites, and the applicable percentage for severance payment purposes is 100%. His employment agreement provides that following a change in control (as defined in the agreement), all stock options previously granted to him will immediately become fully exercisable.

We are party to an employment agreement with John M. McIntyre that commenced on July 15, 2002, and expires on December 31, 2004. Mr. McIntyre's annual salary is $190,000 per annum and he has been granted stock options, under the Company's 1995 Incentive Stock Option Plan ("the Plan"), providing the right to purchase 250,000 shares of the Company's common stock, in addition to certain other perquisites, and the applicable percentage for severance payment purposes is 100%. His employment agreement provides that following a change in control (as defined in the agreement), all stock options previously granted to him will immediately become fully exercisable.

We are party to an employment agreement with Philip B. Kart that commenced on January 1, 2002, and expires on December 31, 2004. Mr. Kart's annual salary is $155,000 per annum and he has been granted stock options, under the Company's 1995 Incentive Stock Option Plan ("the Plan"), providing the right to purchase 150,000 shares of the Company's common stock, in addition to certain other perquisites, and the applicable percentage for severance payment purposes is 100%. His employment agreement provides that following a change in control (as defined in the agreement), all stock options previously granted to him will immediately become fully exercisable. Mr. Kart's contract also

provides for relocation expense payments associated with, and conditioned upon, his relocation to the Company's new headquarters.

Under an agreement with our wholly owned subsidiary, Sentaur, Corp., we are party to an employment agreement with Steven DeLisi that commenced on September 3, 2002, and expires on December 31, 2004. Mr. DeLisi's annual salary is $175,000 per annum and he has been granted stock options, under the Company's 1995 Incentive Stock Option Plan ("the Plan"), providing the right to purchase 250,000 shares of the Company's common stock, in addition to certain other perquisites, and the applicable percentage for severance payment purposes is 100%. Mr. DeLisi also participates in a bonus program established for his business that provides a bonus of 50% of his salary upon the achievement of $25,000 in profits for three consecutive months. He receives an interim bonus of $5,000 for each signed contract, which is offset against his first year's bonus.

His employment agreement provides that following a change in control (as defined in the agreement), all stock options previously granted to him will immediately become fully exercisable.

STOCK OPTIONS

We made awards of stock options during the last fiscal year to the executive officers named in the summary compensation table. The following table indicates the number of exercised and unexercised stock options held by each executive officer named in the Summary Compensation Table, as of December 31, 2002.

AGGREGATED OPTION/SAR EXERCISES IN LAST FISCAL YEAR
AND FY-END OPTION/SAR VALUE TABLE

<TABLE><CAPTION>

Name	Shares Acquired on Exercise (#)	Value Realized ($)	Number of Securities Underlying Unexercised Options/SARs at FY-End (Exercisable/Unexercisable) (#)	Value of Unexercised In-the-Money Options/SARs at FY-End (Exercisable/Unexercisabl) ($)
<S>	<C>	<C>	<C>	<C>
Barry Siegel	None	0	500,000/550,000	$0/0
Gerald M. Zutler	None	0	0/0	$0/0
Barry J. Spiegel	None	0	316,666/250,000	$0/0
Philip B. Kart	None	0	158,334/216,666	$0/0

</TABLE>

Item 11. Security Ownership Of Certain Beneficial Owners and Management and Related Stockholder Matters

EQUITY COMPENSATION PLAN INFORMATION

<TABLE><CAPTION>

Plan Category	Shares to be issued upon exercise of outstanding options, warrants or stock rights (#)	Weighted average exercise price ($)	Number of Securities Available for Future Issuance (#)
<S>	<C>	<C>	<C>
Approved by Shareholders:			
Stock Option Plan	3,576,664	$1.07	2,423,336
Not Approved by Shareholders:			
Consultant's Warrants	125,000	$.60	0

</TABLE>

The following tables provide information about the beneficial ownership of our common stock as of March 20, 2003. We have listed each person who beneficially owns more than 5% of our outstanding common stock, each of our directors and executive officers identified in the summary compensation table, and all directors and executive officers as a group. Unless otherwise indicated, each of the listed shareholders has sole voting and investment power with respect to the shares beneficially owned.

SECURITY OWNERSHIP OF MANAGEMENT

Title of Class	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Owner	Percentage of Common Stock (1)
Common stock	Barry Siegel c/o Accessity Corp. 12514 W. Atlantic Blvd. Coral Springs, FL 33071	2,387,696 (2)(3)	20.7%
Common stock	Gerald M. Zutler c/o Accessity Corp. 12514 W. Atlantic Blvd. Coral Springs, FL 33071	201,000	1.8%
Common stock	Barry J. Spiegel c/o Accessity Corp. 12514 W. Atlantic Blvd. Coral Springs, FL 33071	1,830,960 (4)	16.2%
Common stock	Philip B. Kart c/o Accessity Corp.	208,333 (5)	1.9%

	12514 W. Atlantic Blvd. Coral Springs, FL 33071		

Common stock	Kenneth J. Friedman c/o Accessity Corp. 12514 W. Atlantic Blvd. Coral Springs, FL 33071	396,999 (6)	3.6%
Common stock	Bruce S. Udell c/o Accessity Corp. 12514 W. Atlantic Blvd. Coral Springs, FL 33071	33,750	.3%
Common stock	John M. McIntyre c/o Accessity Corp. 12514 W. Atlantic Blvd. Coral Springs, FL 33071	41,500 (7)	.4%
Common stock	All directors & officers as a group	4,899,238	39.9%

(1) The percentages have been calculated in accordance with Instruction 3 to Item 403 of Regulation S-B. Percentage of beneficial ownership is calculated assuming 10,869,073 shares of common stock were outstanding on March 28, 2003.

(2) Includes 3,334 shares held by Barry Siegel as custodian for two nephews and 67 shares held directly by Barry Siegel's wife, Lisa Siegel. Both Barry and Lisa Siegel disclaim beneficial ownership of shares held by the other.

(3) Includes options held by Barry Siegel to purchase 683,334 shares of common stock exercisable within 60 days of March 28, 2003.

(4) Includes options to purchase 399,999 shares of common stock exercisable within 60 days of March 28, 2003.

(5) Includes options to purchase 208,333 shares of common stock exercisable within 60 days of March 28, 2003.

(6) Includes options to purchase 110,000 shares of common stock exercisable within 60 days of March 28, 2003.

(7) Includes options to purchase 15,000 shares of common stock exercisable within 60 days of March 28, 2003.

ITEM 12. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

In May 2002 the Company signed a five and a half year lease to occupy a new 7,300 square foot building in Coral Springs, Florida. This property is owned and operated by B & B Lakeview Realty Corp., whose three shareholders, Barry Siegel, Barry Spiegel and Ken Friedman, are members of the Company's board of directors. The terms of the lease require net rentals increasing in annual amounts from $125,000 to $168,000 plus sales tax, and operating expenses. The lease period commenced in October 2002 and terminates five years and six months thereafter. The Company and the landlord each expended approximately $140,000 to complete the interior space. In addition, during July 2002, the Company pledged a $300,000 certificate of deposit with a Florida Bank, (the mortgage lender to B & B Lakeview Realty Corp) as security for the Company's future rental commitments for the benefit of the landlord's mortgage lender. The certificate of deposit declines to $200,000 after the 36th month, $100,000 after the 48th month, and to zero after 60 months, as the balance of the rent commitment declines. During the 2002 Period the Company paid B&B Lakeview Realty a total of $57,000 consisting of rent payments of $35,000, and a two-month security deposit of $22,000.

ITEM 13. EXHIBITS AND REPORTS ON FORM 8-K

(a) List of Exhibits

3.1 Restated and Amended Certificate of Incorporation incorporated by reference to Exhibit 3.1 of the Company's Annual Report on Form 10-KSB for the fiscal year ended December 31, 2001 previously filed with the Commission.

3.2. Amended and restated By-laws of the Company, incorporated by reference to Exhibit 4 to the Company's Current Report on Form 8-K dated December 28, 1998.

3.3 Amendment to the Company's Certificate of Incorporation dated January 15, 2003.

4.0 Shareholders Rights Agreement dated as of December 28, 1998, between First Priority Group, Inc. and North American Transfer Co., as Rights Agent, together with Exhibits A, B and C attached thereto incorporated by reference to the Registrant's Registration Statement on Form 8-A filed on December 31, 1998.

10.1 Stock Purchase Agreement dated October 29, 2001 by and among PHH Vehicle Management Services, LLC, and driversshield.com Corp., and driversshield.com FS Corp incorporate by reference as Exhibit 10.1 to

the Form 10-QSB for the period ended September 30, 2002.

10.2 Employment Agreement between the Company and Barry Siegel dated February 4, 2002 and filed herein.

10.3 Employment Agreement between the Company and Barry J. Spiegel dated February 4, 2002 and filed herein.

10.4 Employment Agreement between the Company and Philip Kart dated February 4, 2002 and filed herein.

10.5 Employment Agreement between the Company and John M. McIntyre dated July 15, 2002 and filed herein.

10.6 First Amendment to the Employment Agreement between the Company and Philip Kart dated November 15, 2002 and filed herein.

10.7 Amended 1995 Incentive Stock Plan of Accessity Corp. filed herein.

10.8 Strategic Partnership Agreement by and among DriverShield CRM Corp., Accessity Corp., f/k/a DriverShield Corp. and ClaimsNet, Inc., dated December 17, 2002.

10.9 Employment Agreement between Sentaur Corp., f/k/a DRVR Corp. and Steven T. DeLisi dated June 18, 2002.

10.10 Lease Agreement dated May 28, 2002 between the Company and B & B Lakeview Realty Corp.

10.11 First Amendment to the Lease Agreement dated July 10, 2002 between the Company and B & B Lakeview Realty Corp.

13.1 Form 10-QSB for the quarter ending March 31, 2002 incorporated by reference and previously filed with the Commission.

13.2 Form 10-QSB for the quarter ending June 30, 2002 incorporated by reference and previously filed with the Commission.

13.3 Form 10-QSB for the quarter ending September 30, 2002 incorporated by reference and previously filed with the Commission.

21 List of subsidiaries filed herein.

99.1 Certification of Barry Siegel, Chief Executive Officer, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

99.2 Certification of Philip Kart, Chief Financial Officer, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

(b) Reports on Form 8-K

None

ITEM 14. CONTROLS AND PROCEDURES

EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES.

Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-14(c) and 15d-14(c) under the Exchange Act) as of a date (the Evaluation Date) within 90 days prior to the filing date of this report. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that, as of the Evaluation Date, our disclosure controls and procedures were effective in timely alerting them to the material information relating to us (or our consolidated subsidiaries) required to be included in our periodic SEC filings.

CHANGES IN INTERNAL CONTROLS.

There were no significant changes made in our internal controls during the period covered by this report, or to our knowledge, in other factors that could significantly affect these controls subsequent to the date of their evaluation.

SIGNATURES

In accordance with Section 13 or 15(d) of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ACCESSITY CORP

By: /s/ Barry Siegel

Barry Siegel

Chairman of the Board of Directors,
Secretary and Chief
Executive Officer Date: March 31, 2003

In accordance with the Exchange Act, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

By: /s/ Barry Siegel Date: March 31, 2003

Barry Siegel
Chairman of the Board of Directors,
Secretary, and
Chief Executive Officer,

By: /s/ Barry J. Spiegel Date: March 31, 2003

Barry J. Spiegel
President
Driversshield.com ADS Corp.
Director

By: /s/ Philip Kart Date: March 31, 2003

Philip Kart
Senior Vice President,
Treasurer and Chief Financial Officer

By: /s/ Kenneth J. Friedman Date: March 31, 2003

Kenneth J. Friedman
Director

By: /s/ John M. McIntyre Date: March 31, 2003

John M. McIntyre
President and Chief Operating Officer
Director

By: /s/ Bruce S. Udell Date: March 31, 2003

Bruce S. Udell
Director

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
PURSUANT TO REGULATION SS.240.15D-14 AS PROMULAGATED
BY THE SECURITIES AND EXCHANGE COMMISSION

In connection with the Annual Report of Accessity Corp. (the "Company") on Form 10-KSB for the period ended December 31, 2002, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Barry Siegel, Chairman of the Board, Secretary and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 pursuant to Regulation ss.240.15d-14 as promulgated by the Securities and Exchange Commission, that:

(1) I have reviewed the Report being filed;

(2) Based on my knowledge, the Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by the Report;

(3) Based on my knowledge, the financial statements, and other financial information included in the Report, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in the Report;

(4) The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have: (as such term is defined in paragraph (c) of this section) for the issuer and have:

(i) Designed such disclosure controls and procedures to ensure that material information relating to the issuer, including its consolidated subsidiaries, is made known to them by others within those entities, particularly during the period in which the periodic Reports are being prepared;

(ii) Evaluated the effectiveness of the issuer's disclosure controls and procedures as of a date within 90 days prior to the filing date of the Report ("Evaluation Date"); and

(iii) Presented in the Report their conclusions about the effectiveness of the disclosure controls and procedures based on their evaluation as of the Evaluation Date;

(5) I and the other certifying officers have disclosed, based on their most recent evaluation, to the issuer's auditors and the audit committee of the board

of directors (or persons fulfilling the equivalent function):

(i) All significant deficiencies in the design or operation of internal controls which could adversely affect the issuer's ability to record, process, summarize and Report financial data and have identified for the issuer's auditors any material weaknesses in internal controls; and

(ii) Any fraud, whether or not material, that involves management or other employees who have a significant role in the issuer's internal controls; and

(6) The registrant's other certifying officers and I have indicated in the Report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of their most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

By /s/ Barry Siegel

Barry Siegel
Chairman of the Board, Secretary and
Chief Executive Officer

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002
PURSUANT TO REGULATION SS.240.15D-14 AS PROMULAGATED
BY THE SECURITIES AND EXCHANGE COMMISSION

In connection with the Annual Report of Accessity Corp. (the "Company") on Form 10-KSB for the period ended December 31, 2002, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Philip Kart, Senior Vice President, Treasurer and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 pursuant to Regulation ss.240.15d-14 as promulgated by the Securities and Exchange Commission, that:

(1) I have reviewed the Report being filed;

(2) Based on my knowledge, the Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by the Report;

(3) Based on my knowledge, the financial statements, and other financial information included in the Report, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in the Report;

(4) The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have: (as such term is defined in paragraph (c) of this section) for the issuer and have:

(i) Designed such disclosure controls and procedures to ensure that material information relating to the issuer, including its consolidated subsidiaries, is made known to them by others within those entities, particularly during the period in which the periodic Reports are being prepared;

(ii) Evaluated the effectiveness of the issuer's disclosure controls and procedures as of a date within 90 days prior to the filing date of the Report ("Evaluation Date"); and

(iii) Presented in the Report their conclusions about the effectiveness of the disclosure controls and procedures based on their evaluation as of the Evaluation Date;

(5) I and the other certifying officers have disclosed, based on their most recent evaluation, to the issuer's auditors and the audit committee of the board of directors (or persons fulfilling the equivalent function):

(i) All significant deficiencies in the design or operation of internal controls which could adversely affect the issuer's ability to record, process, summarize and Report financial data and have identified for the issuer's auditors any material weaknesses in internal controls; and

(ii) Any fraud, whether or not material, that involves management or other employees who have a significant role in the issuer's internal controls; and

(6) The registrant's other certifying officers and I have indicated in the Report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of their most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

By /s/ Philip Kart

Philip Kart
Senior Vice President,
Treasurer and Chief Financial Officer

INDEX OF EXHIBITS

3.1	Restated and Amended Certificate of Incorporation incorporated by reference to Exhibit 3.1 of the Company's Annual Report on Form 10-KSB for the fiscal year ended December 31, 2001 previously filed with the Commission.
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13.1 Form 10-QSB for the quarter ending March 31, 2002 incorporated by reference and previously filed with the Commission.

13.2 Form 10-QSB for the quarter ending June 30, 2002 incorporated by reference and previously filed with the Commission.

13.3 Form 10-QSB for the quarter ending September 30, 2002 incorporated by reference and previously filed with the Commission.

21 List of subsidiaries filed herein.

99.1 Certification of Barry Siegel, Chief Executive Officer, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 filed herein.

99.2 Certification of Philip Kart, Chief Financial Officer, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 filed herein.

ACCESSITY CORP. AND SUBSIDIARIES

YEARS ENDED DECEMBER 31, 2002 AND 2001

CONSOLIDATED FINANCIAL STATEMENTS AND
REPORT OF INDEPENDENT
CERTIFIED PUBLIC ACCOUNTANTS

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors and Shareholders
Accessity Corp.
Coral Springs, Florida

We have audited the accompanying consolidated balance sheets of Accessity Corp. and subsidiaries as of December 31, 2002 and 2001, and the related consolidated statements of income, shareholders' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's

management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Accessity Corp. and subsidiaries as of December 31, 2002 and 2001, and the consolidated results of their operations and cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Melville, New York
March 5, 2003

NUSSBAUM YATES & WOLPOW, P.C.

ACCESSITY CORP. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

DECEMBER 31, 2002 AND 2001

ASSETS

<TABLE><CAPTION>

	2002	2001
<S>	<C>	<C>
Current assets:		
Cash and cash equivalents	$ 908,655	$ 265,408
Accounts receivable	149,685	136,450
Investment securities	5,309,481	1,915,121
Prepaid expenses and other current assets	334,719	167,601
Investment in net assets of discontinued operations	--	32,000
Deferred tax assets	--	1,900,000
Total current assets	6,702,540	4,416,580
Restricted Certificate of Deposit	300,000	--
Property and equipment, net	708,976	615,630
Security deposits and other assets	57,979	27,563
Total assets	$ 7,769,495	$ 5,059,773
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 299,215	$ 155,330
Accrued expenses and other current liabilities	859,315	433,796
Current portion of capital lease obligation	31,968	--
Total current liabilities	1,190,498	589,126
Capital lease obligation, net of current portion	20,415	--
Shareholders' equity:		
Common stock, $.015 par value, authorized 30,000,000 shares; issued 11,746,991 shares in 2002 and 11,516,655 shares in 2001	176,205	172,750
Preferred stock, all series, $.01 par value, authorized 1,000,000 shares; 1,000 issued and outstanding in 2002	10	--
Additional paid-in capital	10,836,684	9,792,244
Accumulated other comprehensive income, unrealized holding gain on investment securities	14,204	680
Deficit	(2,764,039)	(4,011,993)
	8,263,064	5,953,681
Less common stock held in treasury, at cost, 877,918 shares in 2002 and 719,667 in 2001	1,704,482	1,483,034

Total shareholders' equity	6,558,582	4,470,647
Total liabilities and shareholders' equity	$ 7,769,495	$ 5,059,773

</TABLE>

See notes to consolidated financial statements.

ACCESSITY CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

DECEMBER 31, 2002 AND 2001

<TABLE><CAPTION>

	2002	2001
<S>	<C>	<C>
Revenues:		
Collision repairs and fees (Note 4)	$ 2,895,001	$ --
Automobile affinity services	1,123,436	1,696,856
	4,018,437	1,696,856
Operating expenses (income):		
Collision repair (Note 4)	2,499,570	--
Sales and marketing	1,175,100	692,116
General and administrative	3,332,818	2,276,196
Non-cash compensation (income) expense	(131,666)	240,236
Depreciation and amortization	402,744	350,032
Asset impairment	--	58,719
Total operating expenses	7,278,566	3,617,299
	(3,260,129)	(1,920,443)
Other income (expense):		
Investment and other income	394,123	196,997
Interest expense	(88,503)	(1,500)
Shares issued for restriction agreement	--	(77,438)
Total other income	305,620	118,059
Loss from continuing operations before income tax benefit	(2,954,509)	(1,802,384)
Income tax benefit	(1,793,789)	(2,061,703)
Income (loss) from continuing operations	(1,160,720)	259,319
Discontinued operations:		
Gain on sale of subsidiary (net of income taxes of $3,690,886)	2,391,482	--
Income from discontinued operations (net of income taxes of $26,533 and $144,454 in 2002 and 2001)	17,192	779,788
	2,408,674	779,788
Income before extraordinary item	1,247,954	1,039,107
Extraordinary gain from release of indebtedness (net of taxes of $24,113)	--	130,162
Net income	$ 1,247,954	$ 1,169,269
Basic earnings (loss) per common share:		
Continuing operations	($ .11)	$ .02
Discontinued operations	.22	.08
Extraordinary gain	--	.01
Total	$ .11	$ .11
Diluted earnings (loss) per common share:		
Continuing operations	($ .11)	$ .02
Discontinued operations	.22	.08
Extraordinary gain	--	.01
Total	$ .11	$ .11
Weighted average number of common shares outstanding:		
Basic	10,900,312	10,709,111
Diluted	10,900,312	11,109,418

</TABLE>

See notes to consolidated financial statements.

ACCESSITY CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

DECEMBER 31, 2002 AND 2001

	COMMON STOCK		PREFERRED STOCK		ADDITIONAL PAID-IN CAPITAL
	SHARES	AMOUNT	SHARES	AMOUNT	
Balance, January 1, 2001	11,241,655	$ 168,625	--	$ --	$ 9,275,656
Net income	--	--	--	--	--
Unrealized holding loss	--	--	--	--	--
Comprehensive income					
Shares issued in exchange for restriction agreement	175,000	2,625	--	--	74,813
Shares issued for services	100,000	1,500	--	--	148,500
Non-cash compensation recorded for variable priced options	--	--	--	--	240,236
Options and warrants granted for services	--	--	--	--	53,039
Balance, December 31, 2001	11,516,655	172,750	--	--	9,792,244
Net income	--	--	--	--	--
Unrealized holding gain	--	--	--	--	--
Comprehensive income	--	--	--	--	--
Issuance of preferred stock	--	--	1,000	10	999,990
Shares tendered upon exercise of stock options	230,336	3,455	--	--	125,296
Treasury shares purchased	--	--	--	--	--
Non-cash compensation (credit) recorded for variable priced options	--	--	--	--	(131,666)
Options granted for services	--	--	--	--	50,820
BALANCE, DECEMBER 31, 2002	11,746,991	$ 176,205	1,000	$ 10	$ 10,836,684

	ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)	DEFICIT	TREASURY STOCK SHARES	TREASURY STOCK AMOUNT	TOTAL SHARE-HOLDERS' EQUITY
Balance, January 1, 2001	$ 3,570	($ 5,181,262)	719,667	($ 1,483,034)	$ 2,783,555
Net income	--	1,169,269	--	--	1,169,269
Unrealized holding loss	(2,890)	--	--	--	(2,890)
Comprehensive income					1,166,379
Shares issued in exchange for restriction agreement	--	--	--	--	77,438
Shares issued for services	--	--	--	--	150,000
Non-cash compensation recorded for variable priced options	--	--	--	--	240,236
Options and warrants granted for services	--	--	--	--	53,039
Balance, December 31, 2001	680	(4,011,993)	719,667	(1,483,034)	4,470,647
Net income	--	1,247,954	--	--	1,247,954
Unrealized holding gain	13,524	--	--	--	13,524
Comprehensive income					1,261,478
Issuance of preferred stock	--	--	--	--	1,000,000
Shares tendered upon exercise					

of stock options	--	--	65,026	(128,751)	--
Treasury shares purchased	--	--	93,225	(92,697)	(92,697)
Non-cash compensation (credit) recorded for variable priced options	--	--	--	--	(131,666)
Options granted for services	--	--	--	--	50,820
BALANCE, DECEMBER 31, 2002	$ 14,204	($ 2,764,039)	877,918	($ 1,704,482)	$ 6,558,582

</TABLE>

See notes to consolidated financial statements.

ACCESSITY CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

YEARS ENDED DECEMBER 31, 2002 AND 2001

<TABLE><CAPTION>

	2002	2001
<S>	<C>	<C>
Cash flows provided by (used in) operating activities:		
Net income	$ 1,247,954	$ 1,169,269
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Depreciation and amortization (including bond premium amortization) and asset impairment in 2001	488,934	408,751
Shares issued for restriction agreement	--	77,438
Shares issued for consulting services	--	150,000
Non-cash compensation (income) expense	(131,666)	240,236
Options and warrants granted for services	50,820	53,039
Gain on sale of subsidiary	(6,082,368)	--
Gain on sale of property and equipment	--	(3,198)
Deferred taxes	1,900,000	(1,900,000)
Changes in assets and liabilities:		
Accounts receivable	(13,235)	132,061
Prepaid expenses and other current assets	(167,118)	(68,527)
Investment in net assets of discontinued operations	(60,022)	299,580
Security deposit and other assets	(30,416)	175
Accounts payable	143,885	(122,303)
Accrued expenses and other current liabilities	425,519	270,438
Total adjustments	(3,475,667)	(462,310)
Net cash provided by (used in) operating activities	(2,227,713)	706,959
Cash flows provided by (used in) investing activities:		
Purchase of property and equipment	(433,853)	(216,379)
Proceeds from sale of subsidiary	6,174,389	--
Purchase of investment securities	(8,396,026)	(1,128,506)
Proceeds from sale of investment securities	4,929,000	--
Purchase of restricted certificate of deposit	(300,000)	--
Proceeds from sale of property and equipment	--	15,600
Net cash provided by (used in) investing activities	1,973,510	(1,329,285)

</TABLE>

(Continued)

See notes to consolidated financial statements.

ACCESSITY CORP. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

YEARS ENDED DECEMBER 31, 2002 AND 2001

<TABLE><CAPTION>

	2002	2001
<S>	<C>	<C>
Cash flows provided by (used in) financing activities:		
Proceeds from issuance of preferred stock	1,000,000	--
Purchase of treasury stock	(92,697)	--
Payments under capital leases	(9,853)	--
Repayment of notes payable	--	(14,644)
Net cash provided by (used in) financing activities	897,450	(14,644)

Net increase (decrease) in cash and cash equivalents	643,247	(636,970)
Cash and cash equivalents at beginning of year	265,408	902,378
Cash and cash equivalents at end of year	$ 908,655	$ 265,408
Supplemental disclosure of cash flow information:		
Cash paid during the year for income taxes	$ 23,533	$ 6,864
Cash paid during the year for interest	$ 2,313	$ 1,500

</TABLE>

Supplemental disclosure of non-cash activities:

During 2002, the Company purchased computer equipment costing $82,719, of which $62,236 was financed.

See notes to consolidated financial statements.

ACCESSITY CORP. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

YEARS ENDED DECEMBER 31, 2002 AND 2001

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

PRINCIPLES OF CONSOLIDATION

The accompanying consolidated financial statements include the accounts of Accessity Corp. (formerly known as DriverShield Corp.) and its wholly-owned subsidiaries (collectively referred to as the "Company"). All material intercompany balances and transactions have been eliminated.

DISCONTINUED OPERATIONS

On February 7, 2002, the Company sold its fleet services business (see Note 3). The Company's consolidated balance sheets and consolidated statements of cash flows and the consolidated statements of income for the years ended December 31, 2002 and 2001 reflect the results of this business as Discontinued Operations. Prior to 2001, the fleet service business comprised the vast majority of the Company's business. Although the Company only reported as one business segment, the Company operated as distinct businesses with separate major lines of businesses and classes of customers. Accordingly, upon the sale of the fleet services business, the Company determined that the fleet business should be reported as a discontinued operation.

PROPERTY AND EQUIPMENT

Property and equipment are stated at cost. The Company provides depreciation for machinery and equipment and for furniture and fixtures by the straight-line method over the estimated useful lives of the assets, principally five years. Leasehold improvements are amortized over the estimated useful lives or the remaining term of the lease, whichever is less. Website development costs are amortized over their estimated useful life of three years on a straight-line basis. For the years ended December 31, 2002 and 2001, website development costs capitalized amounted to $76,226 and $185,978, of which $42,750 and $65,100 represented employee salary and related costs.

CASH AND CASH EQUIVALENTS

The Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

ACCESSITY CORP. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)

YEARS ENDED DECEMBER 31, 2002 AND 2001

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

INVESTMENT SECURITIES

Investments consist of securities available for sale, which are carried at fair value with unrealized gains or losses reported in a separate component of shareholders' equity. Realized gains or losses are determined based on the specific identification method.

REVENUE RECOGNITION

The Company recognizes revenue for its collision repairs at the time of customer approval and completion of repair services. The Company warrants such services for varying periods ranging up to the period that the driver owns or operates the vehicle. Such warranty expense is borne by both the Company and the repair facilities; resulting from its management of the repair process, and the selection of facilities, warranty expense has not been material to the Company. In accordance with Securities and Exchange Commission Staff Accounting Bulletin No. 101, the Company has determined that the portion of its business representing automobile affinity services should be displayed in the financial statements on a net basis and recognized as such services are rendered.

COLLECTIBILITY OF ACCOUNTS RECEIVABLE

In order to record the Company's accounts receivable at their net realizable value, the Company must assess their collectibility. A considerable amount of judgment is required in order to make this assessment, including an analysis of historical bad debts and other adjustments, a review of the aging of the Company's receivables, and the current creditworthiness of the Company's customers.

USE OF ESTIMATES

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

FAIR VALUE OF FINANCIAL INSTRUMENTS

- CASH AND CASH EQUIVALENTS

  The carrying amounts approximate fair value due to the short maturity of the instruments.

- INVESTMENTS

  Investment securities that are available for sale are stated at fair value as measured by quoted market price.

- CAPITAL LEASE OBLIGATION

  The carrying amount of the Company's capital lease obligation approximates fair value.

ADVERTISING EXPENSE

Advertising expenditures, which are expensed as incurred, amounted to approximately $196,000 and $96,000 in 2002 and 2001.

STOCK COMPENSATION PLAN

The Company accounts for its stock option plan under APB Opinion No. 25, "Accounting for Stock Issued to Employees," under which no compensation expense is recognized. In 1996, the Company adopted Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation," (SFAS No. 123) for disclosure purposes; accordingly, no compensation expense has been recognized in the results of operations for its stock option plan. Under the plan, the Company may grant options to its employees, directors and consultants for up to 6,000,000 shares of common stock. Incentive stock options may be granted at no less than the fair market value of the Company's stock on the date of grant, and in the case of an optionee who owns directly or indirectly more than 10% of the outstanding voting stock ("an Affiliate"), 110% of the market price on the date of grant. The maximum term of an option is ten years, except in regard to incentive stock options granted to an Affiliate, in which case the maximum term is five years. As of December 31, 2002, approximately 2,430,000 options remain available for future grants.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

STOCK COMPENSATION PLAN (CONTINUED)

For disclosure purposes, the fair value of each stock option grant is estimated on the date of grant using the Black Scholes option-pricing model with the following weighted average assumptions used for stock options granted in 2002 and 2001, respectively: annual dividends of $-0- for both years, expected volatility of 136% and 139%, risk-free interest rate of 1.67% and 4.18%, and expected life of five years for all grants. The weighted-average fair value of stock options granted in 2002 and 2001 was $1.01 and $1.15, respectively.

Under the above model, the total value of stock options granted in 2002 and 2001 was $1,767,498 and $51,824, respectively, which would be amortized ratably on a pro forma basis over the related vesting periods, which range from immediate vesting to five years. Had compensation cost been determined based upon the fair value of the stock options at grant date for all awards, the Company's net income and earnings per share would have been reduced to the pro forma amounts indicated below:

	2002	2001
Net income:		
As reported	$ 1,247,954	$ 1,169,269
Pro forma	$ 623,685	$ 337,965
Basic earnings per share:		
As reported	$ .11	$ .11
Pro forma	$ .06	$ .03
Diluted earnings per share:		
As reported	$ .11	$ .11
Pro forma	$ .06	$ .03
Stock-based employee compensation cost, net of related tax effects, included in the determination of net income as reported	$ -0-	$ -0-

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

RECENT ACCOUNTING PRONOUNCEMENTS

The Company adopted Statement of Financial Accounting Standards ("SFAS") No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets", during 2002, which did not have a material impact on the Company's consolidated results of operations and financial position. SFAS 144 establishes a single accounting model for the impairment or disposal of long-lived assets, including discontinued operations.

In April 2002, the Financial Accounting Standards Board ("FASB") issued SFAS No. 145, "Rescission of FASB Statements No. 4, 44 and 64, Amendment of FASB Statement No. 13, and Technical Corrections," which is effective for fiscal years beginning after May 15, 2002. This statement rescinds the indicated statements and amends other existing authoritative pronouncements to make various technical corrections, clarify meanings, or describe their applicability under changed conditions. The adoption of SFAS 145 is not expected to have a material impact on the Company's consolidated results of operations and financial position.

In June 2002, the FASB issued SFAS 146, "Accounting for Costs Associated with Exit or Disposal Activities," which is effective for exit of disposal activities initiated after December 31, 2002. SFAS 146 requires that a liability for a cost associated with an exit or disposal activity be

recognized when the liability is incurred. SFAS 146 requires that the initial measurement of a liability be at fair value. The Company elected the early adoption of SFAS 146 during 2002, and the adoption did not have a material impact on its consolidated results of operations and financial position.

In December 2002, the FASB issued SFAS No. 148, "Accounting for Stock-Based Compensation - Transition and Disclosure", which is effective for fiscal years ending after December 15, 2002. The provisions of this statement provide alternative methods of transition for an entity that voluntarily changes to the fair value based method of accounting for stock-based employee compensation, and requires disclosure about the effects on reported net income of an entity's accounting policy decisions with respect to stock-based compensation. The Company does not intend to change its accounting method for stock-based employee compensation and, accordingly, the Company does not expect the provisions of this new standard to have a material impact on its consolidated results of operations and financial position.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

RECENT ACCOUNTING PRONOUNCEMENTS (CONTINUED)

In January 2003, the FASB issued Interpretation No. 46, "Consolidation of Variable Interest Entities" ("FIN 46"). FIN 46 clarifies the application of Accounting Research Bulletin No. 51, "Consolidated Financial Statements," to certain entities in which equity investors do not have the characteristics of a controlling financial interest or do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties. It separates entities into two groups: (1) those for which voting interests are used to determine consolidation, and (2) those for which variable interests are used to determine consolidation (the subject of FIN 46). FIN 46 clarifies how to identify a variable interest entity and how to determine when a business enterprise should include the assets, liabilities, non-controlling interests and results of activities of a variable interest entity in its consolidated financial statements. FIN 46 is effective immediately for variable interest entities created after January 31, 2003. It also applies to interim periods beginning after June 15, 2003 and to variable interest entities acquired before February 1, 2003. If it is reasonably possible that an enterprise will consolidate or disclose information about a variable interest entity when FIN 46 becomes effective, the enterprise is required to disclose in all financial statements issued after January 31, 2003, the nature, purpose, size and activities of the variable interest entity and the enterprise's maximum exposure to loss as a result of its involvement with the variable interest entity. The Company is currently assessing the impact, if any, that the related party lease described in Note 15 may have on its consolidated financial statements.

2. DESCRIPTION OF BUSINESS AND CONCENTRATIONS

The Company, through its fleet services subsidiary, had been, since its inception, engaged in automotive fleet management and administration of automotive repairs for major, nationally recognized corporate clients throughout the United States. It offered its clients a cost-effective method for repairing their vehicles by arranging for repair of the vehicles through its nationwide network of independently owned contracted facilities, and it also offered subrogation, salvage and appraisal services. This business was sold in 2002 (see Note 3).

2. DESCRIPTION OF BUSINESS AND CONCENTRATIONS (CONTINUED)

The Company offered collision repair management services during 2002 for the insurance industry through a website on the Internet. Revenues for such services commenced in December 2001. However, under a strategic

partnership, effective January 2, 2003 (see Note 4), the Company transferred the operating responsibilities and management of this business to a third party and, upon the completion of active or in-process claims that are currently the Company's responsibility, it will no longer be engaged in collision repair management, but will remain in the business through the licensing described in Note 4. The Company's remaining automotive business provides automobile affinity services for individuals which, to date, have been sold through large financial institutions. The Company believes that it operates its automotive-related businesses in one operating segment.

In the third quarter of 2002, the Company began a new business engaged in medical billing recovery. While currently a start-up component of the Company, it will be managed as a separate segment. The business seeks to recoup inappropriate discounts taken from hospital billings by institutional or insurance payors. The Company has signed contracts with a few hospitals, but revenues have not yet commenced. During 2002, this segment incurred operating expenses of $182,000. There were no identifiable segment assets.

The Company is subject to credit risk through trade receivables. The Company does not obtain collateral or other security for its receivables. Such risk is minimized through contractual arrangements with its customers, as well as the size and financial strength of its customers. Based upon the Company's continuing operations, two customers accounted for 26% and 59%, respectively, of the Company's sales in 2002 and 6% and 39% of its receivables, respectively, at December 31, 2002. One of those customers accounted for 87% of the Company's sales in 2001 and 90% of its receivables at December 31, 2001. The Company has no financial instruments with significant off-balance-sheet risk or concentration of credit risk.

3. DISCONTINUED OPERATIONS - SALE OF COLLISION REPAIR AND FLEET SERVICES

BUSINESS

On February 4, 2002, the Company's shareholders approved the sale of all the outstanding shares of a wholly-owned subsidiary, driversshield.com FS Corp. ("FS"), its collision repair and fleet services business, to PHH Vehicle Management Services, LLC d/b/a PHH Arval ("PHH"), a subsidiary of the Cendant Corporation (NYSE symbol "CD") for $6.3 million in cash, in accordance with a Stock Purchase Agreement (the "Purchase Agreement") dated October 29, 2001 and, pursuant to the Preferred Stock Purchase Agreement of the same date, approved the sale of $1.0 million of the Company's convertible preferred stock to PHH, comprising 1,000 shares (see Note 13). These transactions were consummated on February 7, 2002.

3. DISCONTINUED OPERATIONS - SALE OF COLLISION REPAIR AND FLEET SERVICES

BUSINESS (CONTINUED)

The Company recorded a pre-tax gain on the sale of FS of approximately $6.1 million. The sale of FS impacted the Company's consolidated balance sheet at December 31, 2001 by reducing accounts receivable and accounts payable and other accrued liabilities. Certain cash balances were also transferred to PHH representing primarily customer deposits, prepayments, or funds received by the Company pending repayments to its customers.

Of the gross proceeds paid by PHH, $175,000 was remitted into an escrow account, in the event indemnification obligations arise, and was to be released twelve months from the date of the closing of the transaction. In January 2003, $163,000 was released, and the remainder is under review.

The accompanying consolidated statements of income and the consolidated balance sheets have been presented to reflect the sale of the fleet business as discontinued operations. Operating results of the discontinued fleet services operations for the years ended December 31, 2002, to the date of sale, and 2001 are summarized as follows:

<TABLE><CAPTION>

	2002	2001
<S>	<C>	<C>
Revenues	$ 1,087,658	$ 14,358,976
Cost of sales	(878,776)	(11,959,279)
Selling, general and administrative	(165,157)	(1,475,455)
Income from discontinued operations, pre-tax	$ 43,725	$ 924,242

</TABLE>

The investment in the net assets of discontinued operations, reflected in the accompanying consolidated balance sheet at December 31, 2001, consisted of the following:

Cash	$ 155,261
Accounts receivable, net	1,141,654
Prepaid expenses	2,450
Accounts payable and accrued expenses	(1,267,365)
Net assets of discontinued operations	$ 32,000

4. STRATEGIC PARTNERSHIP FOR INSURANCE BUSINESS

In December 2002, the Company entered into a Strategic Partnership Agreement (the "Partnership Agreement"), effective January 2, 2003, with ClaimsNet, Inc. ("ClaimsNet"), a wholly-owned subsidiary of the CEI Group, Inc. ("CEI"), a Pennsylvania corporation, in which ClaimsNet assumed the responsibilities of operations and management of DriverShield CRM, the business that provided insurance carriers with collision repair management for their insureds. The Company will continue to process those claims that were initiated prior to the effective date, and ClaimsNet will assume responsibility for new repairs. The Company granted an exclusive license of its technology, including its website software, that enables insurance customers to access the vehicle claims management system via the Internet, and a non-transferable license of its network of repair facilities, as well as training of its processing methodologies, in order for ClaimsNet to fulfill its obligations under the Partnership Agreement. ClaimsNet agreed to pay royalties to the Company equivalent to 25% of vendor referral fees and 50% of administrative fees, as defined, on all existing customers, beginning in March and February 2003, respectively, and 15% of all administrative and vendor referral fees for all new customers that use the licensed technology to have their vehicles repaired. The term of the Partnership Agreement is for a five-year period, with a two-year renewal, unless terminated ninety days prior to the end of the then-current term. Additionally, ClaimsNet has an option to purchase the business commencing on January 1, 2007 for a purchase price equal to the total royalties paid for the previous twenty-four months. Upon completion of those repairs that the Company has in process and expects to complete during the first part of 2003, the Company will no longer be directly responsible for auto repairs, but will remain liable for automobile repair warranties provided. Historically, warranty costs have not been significant.

As of December 31, 2002, the net book value of the website development costs amounted to approximately $226,000, and the Company has determined that such costs are not impaired due to the anticipated cash flows from the Partnership Agreement.

5. EXTRAORDINARY GAIN FROM RELEASE OF INDEBTEDNESS

In November 2001, the Company reached an agreement with Electronic Data Systems Corp. Both parties released each other from any and all existing claims, and terminated the arbitration and legal proceedings related to a dispute over website design. Accordingly, in the year ended December 31, 2001, the Company recognized $154,275 of extraordinary pre-tax gain related to indebtedness that had been previously recorded.

6. INVESTMENT SECURITIES

AT DECEMBER 31, 2002:

	COST	FAIR VALUE	UNREALIZED HOLDING GAIN
Equity securities	$1,984,759	$1,985,362	$ 603
Corporate debt securities	3,310,518	3,324,119	13,601

	$5,295,277	$5,309,481	$ 14,204

At December 31, 2001:

	COST	FAIR VALUE	UNREALIZED HOLDING GAIN
Equity securities	$1,914,441	$1,915,121	$ 680

7. PROPERTY AND EQUIPMENT AND ASSET IMPAIRMENT

PROPERTY AND EQUIPMENT

	2002	2001
Machinery and equipment	$ 630,564	$ 901,017
Furniture and fixtures	142,769	204,423
Leasehold improvements	143,746	22,485
Website development costs	615,642	539,416
	1,532,721	1,667,341
Less accumulated depreciation and amortization	823,745	1,051,711
	$ 708,976	$ 615,630

7. PROPERTY AND EQUIPMENT AND ASSET IMPAIRMENT (CONTINUED)

IMPAIRMENT OF LONG-LIVED ASSETS

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future forecasted net undiscounted cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the discounted cash flows or appraised values, depending upon the nature of the assets. The Company recognized an impairment of approximately $59,000 related to long-lived assets during 2001.

8. NOTE PAYABLE

In August 1998, the Company agreed to pay severance to its former Co-Chairman and President in the amount of $100,000 including imputed interest of 8.5% in quarterly installments of $12,500 commencing March 31, 1999. Amounts remaining on the note were paid in 2001.

9. CAPITAL LEASE OBLIGATION

In August 2002, the Company entered into a lease agreement containing a bargain purchase option for computer equipment. Obligations under the capital lease have been recorded in the accompanying financial statements for 2002 at the present value of future minimum lease payments, discounted at an interest rate of 12.96%, as follows:

Capital lease obligation	$ 52,383
Less current maturities	31,968
	$ 20,415

Principal payments are due as follows:

2003	$ 31,968
2004	20,415
	$ 52,383

10. EARNINGS PER SHARE

Basic earnings per share are computed by dividing the earnings by the weighted average number of common shares outstanding during the period. Diluted earnings per share reflects the potential dilution that could occur if common stock equivalents, such as stock options and warrants, were exercised. The computation of diluted earnings per common share in 2002 and 2001 excludes the effect of the assumed exercise of approximately 4,598,000 and 1,275,000 stock options, warrants, and the assumed exercise of convertible preferred stock that were outstanding as of December 31, 2002 and 2001 because the effect would be anti-dilutive.

The reconciliations between basic and diluted earnings per common share are as follows:

<TABLE><CAPTION>

	2002			2001		
	Net Income	Shares	Per-Share	Net Income	Shares	Per-Share
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Basic earnings per common share	$1,247,954	10,900,312	$ .11	$1,169,269	10,709,111	$ .11
Effect of dilutive securities, stock options and warrants	--	--	--	--	400,307	--
Diluted earnings per common share	$1,247,954	10,900,312	$ .11	$1,169,269	11,109,418	$ .11

</TABLE>

11. STOCK OPTIONS

VARIABLE-PRICED OPTIONS

In October 1999, the Company repriced certain options granted to employees and third parties, representing the right to purchase 2,200,000 shares of common stock. The grants gave the holders the right to purchase common stock at prices ranging from $1.00 to $1.24 per share. The options were repriced at prices ranging from $.75 to $.83 per share. At the date of the repricing, the new exercise price was equal to the fair market value of the shares (110% of the fair market value in the case of an affiliate). Pursuant to FASB Interpretation No. 44, the Company accounts for these modified option awards as variable from the date of the modification to the date the awards are exercised, forfeited, or expire unexercised. For the year ended December 31, 2002, $132,000 in non-cash compensation credits (income) were recorded, resulting from a decrease in the price per share. For the year ended December 31, 2001, the calculation resulted in a non-cash charge of $240,000.

11. STOCK OPTIONS (CONTINUED)

NON-INCENTIVE STOCK OPTION AGREEMENTS

The Company has non-incentive stock option agreements with six of its directors and/or officers.

SUMMARY

Stock option transactions are summarized as follows:

<TABLE><CAPTION>

	Number of Shares	Exercise Price Range	Weighted Average Exercise Price
<S>	<C>	<C>	<C>
Options outstanding, January 1, 2001	3,293,667	$.31 - $3.75	$ .87
Options granted	45,000	$1.10 - $1.49	$ 1.27

Options canceled	(115,000)	$.75 - $1.56	$ 1.11
Options outstanding, December 31, 2001	3,223,667	$.31 - $3.75	$ .88
Options granted	1,780,000	$.51 - $1.80	$ 1.43
Options canceled	(1,196,667)	$.31 - $3.19	$ 1.24
Options exercised	(230,336)	$.31 - $.75	$ .56
Options outstanding, December 31, 2002	3,576,664	$.31 - $3.75	$ 1.07
Options exercisable, December 31, 2001	2,716,670	$.31 - $3.75	$ .90
Options exercisable, December 31, 2002	1,923,332	$.31 - $3.75	$ .83

</TABLE>

The following table summarizes information about the options outstanding at December 31, 2002:

<TABLE><CAPTION>

Options Outstanding				Options Exercisable	
Range of Exercise Prices	Number Outstanding	Weighted Average Remaining Contractual Life (Years)	Weighted Average Exercise Price	Number Exercisable	Weighted Average Exercise Price
<S>	<C>	<C>	<C>	<C>	<C>
$ .31 - $1.00	1,771,664	1.98	$ .57	1,596,666	$ .59
$1.10 - $1.75	1,730,000	1.57	$ 1.48	269,999	$ 1.57
$2.13 - $3.75	75,000	2.03	$ 2.47	56,667	$ 2.57

</TABLE>

12. COMMON STOCK AND STOCK WARRANTS

In March 2001, the Company issued 175,000 shares of its common stock to an individual shareholder in consideration for the lock-up of certain shares owned by this individual, and the right to purchase the individual's shares under the same terms and conditions as previously granted to another group. The new shares were issued with a restrictive legend precluding their transferability for twelve months from the date of issue. Additionally, restrictions were placed upon the transfer of other shares held by this individual through December 31, 2001. The Company recorded the cost of this transaction as a non-operating, non-cash expense of $77,438 in 2001.

In July 2001, the Company issued 100,000 shares of its common stock to an individual in consideration of a consulting agreement covering a one-year period ending June 30, 2002. The Company recorded the cost of the services based on the price per share of its common stock at the date of their issuance, aggregating $150,000, and amortized the cost over the term of the contract.

During 2001, the Company granted warrants to acquire 100,000 shares of its common stock at $.53 per share, and an additional 25,000 warrants to acquire 25,000 shares of its common stock at $.87 per share (the fair market values at the dates of the grants) in consideration for certain consulting services. The warrants expire in 2006. The Company recorded consulting expense in the amount of $9,000, which was equal to the value of the services provided.

In December 1997, the Company raised $2,330,813 through the private placement issuance of 581,250 units at $4.01 per unit. Each unit included one warrant. In 2002, these warrants expired unexercised.

A $10 million equity funding commitment, which provided the Company the option of drawing equity financing against an available line, expired in November 2001, and was unused during its twelve- month duration. The financing source was provided warrants to purchase 68,970 of the Company's common stock, at $2.17 per share, in exchange for providing this line. In 2002, these warrants expired unexercised.

On June 27, 2002, the Company's Board of Directors authorized a common stock repurchase program whereby up to 500,000 shares of the Company's common stock may be purchased in open market transactions over the following 24 months. As of December 31, 2002, 93,225 shares had been

repurchased under the program for amounts aggregating $92,697.

13. PREFERRED STOCK AND PREFERRED STOCK PURCHASE RIGHTS

Pursuant to the Preferred Stock Purchase Agreement between the Company and PHH as part of its purchase of the fleet business in February 2002, PHH invested $1.0 million to acquire 1,000 shares of the Company's Series A convertible preferred stock, par value of $.01 per share (the "Preferred Shares"). The Preferred Shares can be converted, at the holder's discretion, into 500,000 shares of the Company's common stock (subject to adjustments for stock splits, recapitalization and anti-dilution provisions). Other key terms of the Preferred Shares include voting rights, together with the common shareholders, on all matters, and separately on certain specified matters; a liquidation preference equal to 125% of their initial investment paid only in the event of dissolution of the Company; the nomination of one board member; certain pre-emptive rights and registration rights; and the approval of Preferred Shares for certain corporate actions. PHH has not exercised its right to nominate a board member.

On December 28, 1998, the Board of Directors authorized the issuance of up to 200,000 shares of non-redeemable Junior Participating Preferred Stock ("JPPS"). The JPPS shall rank junior to all other series of preferred stock (but senior to the common stock) with respect to payment of dividends and any other distributions. Among other rights, the holders of the JPPS shall be entitled to receive, when and if declared, quarterly dividends per share equal to the greater of (a) $100 or (b) the sum of 1,000 (subject to adjustment) times the aggregate per share of all cash and non cash dividends (other than dividends payable in common stock of the Company and other defined distributions). Each share of JPPS shall entitle the holders to voting rights equal to 1,000 votes per share. The holders of JPPS shall vote together with the common stockholders. No shares of JPPS have been issued.

On December 28, 1998, the Board of Directors also adopted a Rights Agreement ("the Agreement"). Under the Agreement, each share of the Company's common stock carries with it one preferred share purchase right ("Rights"). The Rights themselves will at no time have voting power or pay dividends. The Rights become exercisable (1) when a person or group acquires 20% or more of the Company's common stock (10% in the case of an Adverse Person as defined) and an additional 1% or more in the case of acquisitions by any shareholder with beneficial ownership of 20% or more on the record date (10% in the case of an Adverse Person as defined) or (2) on the tenth business day after a person or group announces a tender offer to acquire 20% or more of the Company's common stock (10% in the case of an Adverse Person as defined). When exercisable, each Right entitles the holder to purchase 1/1000 of a share of the JPPS at an exercise price of $27.50 per 1/1000 of a share, subject to adjustment.

14. EMPLOYEE BENEFIT PLAN

The Company has a 401(k) profit sharing plan for the benefit of all eligible employees as defined in the plan documents. The plan provides for voluntary employee salary contributions not to exceed the statutory limitation provided by the Internal Revenue Code. The Company may, at its discretion, match within prescribed limits, the contributions of the employees. Employer contributions to the plan amounted to approximately $14,000 in 2002 and $16,800 in 2001.

15. COMMITMENTS AND CONTINGENCIES AND RELATED PARTY TRANSACATIONS

OPERATING LEASES

The Company's lease of office space that it formerly occupied in New York, and in its new headquarters in Florida, require minimum rentals as well as other expenses including real estate taxes. Until the lease terminated in June 2002 and for most of 2001, a portion of its New York premises was

under a sublease agreement. Sublease income was approximately $22,000 in 2002 and $51,000 in 2001. Rent expense, including real estate taxes, was $180,000 in 2002 and $199,000 in 2001.

In May 2002, the Company signed a five and a half year lease to occupy a new 7,300 square foot building in Coral Springs, Florida. This property is owned and operated by B&B Lakeview Realty Corp., whose three shareholders, Barry Siegel, Barry Spiegel and Ken Friedman, are members of the Company's Board of Directors. The terms of the lease require net rental payments plus operating expenses. The lease term commenced in October 2002. The Company and the property owners each expended approximately $140,000 to complete the interior space. In addition, during July 2002, the Company established a $300,000 interest-bearing certificate of deposit with a Florida bank (the mortgage lender to B&B Lakeview Realty Corp.) as collateral for its future rental commitments. The certificate of deposit declines to $200,000 after the 36th month, $100,000 after the 48th month, and to zero after 60 months, as the balance of the rent commitment declines. During 2002, the Company paid rental costs of approximately $35,000 to this related party. The Company has a security deposit of $22,000 held by the related party

15. COMMITMENTS AND CONTINGENCIES AND RELATED PARTY TRANSACTIONS (CONTINUED)

OPERATING LEASES (CONTINUED)

The Company's future minimum rental commitments payable to the related party are as follows:

2003	$127,000
2004	137,000
2005	146,000
2006	157,000
2007	168,000
Thereafter	88,000
	$823,000

CAPITAL LEASE

The Company leases certain computer equipment with a lease term through 2004. Obligations under the capital lease have been recorded in the accompanying financial statements at the present value of future minimum lease payments. The capitalized cost included in property and equipment is $82,719. No depreciation was recorded on the equipment during 2002 as it was not placed in service until 2003.

The future minimum lease payments under the capital lease are as follows:

2003	$ 37,312
2004	21,721
	59,033
Less amount representing interest and fees	6,650
Present value of future minimum lease payments	$ 52,383

15. COMMITMENTS AND CONTINGENCIES AND RELATED PARTY TRANSACTIONS (CONTINUED)

EMPLOYMENT CONTRACTS

The Company has employment contracts with its four principal officers,

which expire on December 31, 2004. The agreements provide minimum annual salaries of $300,000 to the Chief Executive Officer ("CEO"), $190,000 to the President, $175,000 to the President of a subsidiary, and $155,000 to the Chief Financial Officer ("CFO"). The CEO's contract also specifies a one-time bonus award of $250,000 plus 250,000 additional stock options in recognition of the sale of the fleet business in February 2002. In connection with these employment contracts, 1,150,000 options were granted in February 2002. In addition, another subsidiary of the Company has an employment agreement with its President that commenced on September 3, 2002, and expires on December 31, 2004, providing a base salary of $175,000 plus performance bonus, and he has been granted 250,000 stock options.

The CEO's employment contract provides that, in the event of termination of the employment within three years after a change in control of the Company, then the Company would be liable to pay a lump-sum severance payment of three years' salary (average of last five years), less $100, in addition to the cash value of any outstanding but unexercised stock options. The other employment contracts of the principal officers provide that, in the event of termination of the employment of the officer within one year after a change in control of the Company, then the Company would be liable to pay a lump sum severance payment of one year's salary, as determined on the date of termination or the date on which a change in control occurs, whichever is greater. In no event would the maximum amount payable exceed the amount deductible by the Company under the provisions of the Internal Revenue Code.

LITIGATION

In January 2003, the Company was served with a complaint filed by Mr. Gerald Zutler, its former President and Chief Operating Officer, alleging, among other things, that the Company breached his employment contract, that there was fraudulent concealment of the Company's intention to terminate its employment agreement with Mr. Zutler, and discrimination on the basis of age and aiding and abetting violation of the New York State Human Rights Law. Mr. Zutler is seeking damages aggregating $2.25 million, plus punitive damages and reasonable attorney's fees. Management believes that the Company properly terminated Mr. Zutler's employment for cause, and intends to vigorously defend this suit. Answer to the complaint was served by the Company on February 28, 2003, and no discovery has yet been conducted, and it is too early for counsel to predict the outcome. The Company has filed a claim with its carrier under its Directors, Officers, Insured Entity and Employment Practices Liability Policy. The Company has not yet received a response from the carrier and does not know if the carrier will cover this claim under the policy, the policy has a $50,000 deductible and a liability limit of $3 million per policy year.

15. COMMITMENTS AND CONTINGENCIES AND RELATED PARTY TRANSACTIONS (CONTINUED)

LITIGATION (CONTINUED)

The Company filed a Demand for Arbitration against Presidion Solutions, Inc., ("Presidion"), alleging that Presidion breached the terms of the Memorandum of Understanding (the "Memorandum") between the Company and Presidion, dated January 17, 2003. The Company is seeking a break-up fee of $250,000 pursuant to the terms of the Memorandum, alleging that Presidion breached the Memorandum by wrongfully terminating the Memorandum. Additionally, the Company is seeking its out-of-pocket costs of due diligence, amounting to approximately $37,000. Presidion has filed a counterclaim against the Company, alleging that the Company had breached the Memorandum and, therefore, owes Presidion a break-up fee of $250,000. The Company believes that the claim alleged by Presidion is without merit. The dispute will be settled by a single arbiter, and the case will be heard before the American Arbitration Association in Broward County, Florida.

No provision for any loss has been made with respect to either of the above matters.

16. CLOSURE OF NEW YORK OFFICE

In conjunction with relocating its office within New York, and then to Florida during the fourth quarter of 2002, the Company incurred an aggregate expense of $386,000, including $216,000 relating to one-time employee termination benefits, and the remainder for relocation expenses. Such amounts are included in general and administrative expenses in the consolidated statement of operations.

17. INCOME TAXES

The Company accounts for income taxes according to the provisions of Statement of Financial Accounting Standards (SFAS) 109, "Accounting for Income Taxes." Under the liability method specified by SFAS 109, deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities as measured by the enacted tax rates which will be in effect when these differences reverse.

17. INCOME TAXES (CONTINUED)

At December 31, 2002, the Company has a net operating loss carryforward of approximately $2,000,000. At December 31, 2001, the Company had a net operating loss caryforward of approximately $5,000,000, which was available to offset future taxable income. At December 31, 2002, the Company has provided a valuation allowance for the full amount of its deferred tax asset of $770,000 since it is more likely than not that the Company will not realize the benefit. At December 31, 2001, a valuation allowance of $200,000 was recognized to offset (1) the full amount of the net deferred tax asset arising from other sources plus (2) $100,000 related to the utilization of the loss carryforwards due to the uncertainty of realizing these assets in the future.

The effect of the change in the 2001 beginning-of-the year balance of the valuation allowance ($1,780,000) that resulted from a change in judgment about the realization of the deferred tax asset has been included in the tax benefit attributable to continuing operations. The increase in the valuation allowance in 2002 was due to the Company having losses from continuing operations in excess of anticipated amounts.

At December 31, 2002, the Company's net operating loss carryforwards are scheduled to expire as follows:

Year ended December 31,

2018	$ 612,000
2019	950,000
2021	438,000
	$2,000,000

Income tax expense (benefit) was allocated as follows:

<TABLE><CAPTION>

	2002	2001
<S>	<C>	<C>
Loss from continuing operations:		
Beginning of the year valuation allowance	$ --	($1,780,000)
Current year continuing operations	(1,793,789)	(281,703)
	(1,793,789)	(2,061,703)
Income from discontinued operations	3,717,419	144,454
Extraordinary gain	--	24,113
Income tax expense (benefit)	$ 1,923,630	($1,893,136)

</TABLE>

17. INCOME TAXES (CONTINUED)

Income tax expense (benefit) from continuing operations was comprised of the following:

<TABLE><CAPTION>

	2002	2001
<S>	<C>	<C>

Current tax expense (benefit), State and local	$ 23,630	$ 6,864
Deferred tax (benefit):		
Federal	(1,544,806)	(1,758,282)
State and local	(272,613)	(310,285)
	(1,817,419)	(2,068,567)
Income tax (benefit)	($1,793,789)	($2,061,703)

A reconciliation of U.S. statutory federal income tax expense (benefit) to income tax expense (benefit) on earnings (loss) from continuing operations is as follows:

	2002		2001	
	AMOUNT	%	Amount	%
Expected tax (benefit) at U.S. statutory rate	($1,004,533)	(34.0%)	($ 612,811)	(34.0%)
State taxes, net of Federal effect	6,471	.2	(18,024)	(1.0)
Losses for which no tax benefit has been recognized	--	--	349,132	19.4
Increase (decrease) in valuation allowance	--	--	(1,780,000)	(98.8)
Intraperiod allocation to adjust effective tax rate	(795,727)	(26.9)	--	--
Income tax expense (benefit)	($1,793,789)	(60.7%)	($2,061,703)	(114.4%)

17. INCOME TAXES (CONTINUED)

Deferred tax assets and liabilities consist of the following:

	2002	2001
Deferred tax assets:		
Net operating loss carryforwards	$ 750,000	$ 2,000,000
Deferred compensation	40,000	96,000
Other	--	39,000
	790,000	2,135,000
Deferred tax liability, other	(20,000)	(35,000)
	770,000	2,100,000
Valuation allowance	(770,000)	(200,000)
Deferred tax asset	$ --	$ 1,900,000

EXHIBIT 3.3

CERTIFICATE OF
AMENDMENT OF THE
CERTIFICATE OF INCORPORATION
OF
DRIVERSHIELD CORP.

UNDER SECTION 805 OF THE BUSINESS CORPORATION LAW

* * * * *

We, John M. McIntyre and Barry Siegel, being President and Secretary, respectively, of DriverShield Corp., a New York Corporation (the "Corporation"), hereby certify that:

(1) The name of the Corporation is DriverShield Corp. originally incorporated under the name Unisearch, Inc.

(2) The certificate of incorporation of said corporation was filed by the Department of State on the Twenty-Eighth day of June 1985.

(3) The Certificate of Incorporation of the Corporation is hereby amended pursuant to the authorization of the Board of Directors and the Shareholders of the Corporation, so as to change the name of the Corporation and to accomplish said amendment, paragraph "FIRST" of the Certificate of Incorporation is hereby deleted in its entirety and the following is substituted in lieu thereof:

FIRST: THE NAME OF THE CORPORATION IS ACCESSITY CORP. (THE "CORPORATION").

(4) The foregoing amendment of the Corporation's Certificate of Incorporation was adopted by the Board of Directors of the Corporation (the "Board") at a meeting of the Board on December 19, 2002 and by the Shareholders of the Corporation at the Annual Meeting of Shareholders held on December 19, 2002.

(5) The Certificate of Incorporation of the Corporation is hereby amended pursuant to the authorization of the Board of Directors of the Corporation, so as to (i) appoint CT Corporation System as registered agent of the Corporation upon whom process against it may be served, (ii) to amend the post office address to which the Secretary of State shall mail a copy of any process against the Corporation served upon it and (iii) change the county in which the offices of the Corporation is located. To accomplish said amendment, paragraph "THIRD" of the Certificate of Incorporation is hereby deleted in its entirety and the following is substituted in lieu thereof:

THIRD: (a) The Corporation appoints CT Corporation System as its registered agent. The registered agent is to be the agent of the Corporation upon whom process against it may be served. The address of the registered agent for purpose of service of process is:

CT Corporation System
111 Eighth Avenue
13th Floor
New York, NY 10011

(b) The Secretary of State of the State of New York is hereby designated as the agent of the Corporation upon whom any process in any action may be served, and the address to which the Secretary of State shall mail a copy of process in any action or proceeding against the Corporation which may be served upon it is:

CT Corporation System
111 Eighth Avenue
13th Floor

New York, NY 10011

(c) The office of the Corporation shall be located in Suffolk County.

EXHIBIT 10.2

EMPLOYMENT AGREEMENT

AGREEMENT made as of February 4, 2002, by and between driversshield.com Corp., a New York corporation (hereinafter referred to as the "Company"), having an office at 51 East Bethpage Road, Plainview, New York 11803 and BARRY SIEGEL, residing at 8 Indian Well Court, Huntington, NY. 11743 (hereinafter referred to as the "Executive").

W I T N E S S E T H :

WHEREAS, the Company desires to engage the services of the Executive, and the Executive desires to render such services;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

1. EMPLOYMENT. The Company hereby employs the Executive as Chairman of the Board of Directors, Chief Executive Officer and Secretary, and the Executive hereby accepts such employment, subject to the terms and conditions hereinafter set forth.

2. TERM. The term of the Executive's employment hereunder shall commence on January 1, 2002 and shall continue to December 31, 2004 (the "Term").

3. Duties. The Executive agrees that the Executive will serve the Company on a full-time basis faithfully and to the best of his ability as the Chairman of the Board of Directors, Chief Executive Officer and Secretary of the Company, subject to the general supervision of the Board of Directors of the Company. The Executive shall be based in the New York counties of Nassau or Suffolk, or wherever the corporate headquarters of the Company are located. The Executive agrees that the Executive will not, during the Term of this Agreement, engage in any other business activity that interferes with the performance of his obligations under this Agreement. The Executive further agrees to serve as a director of the Company and/or of any parent, subsidiary or affiliate of the Company if the Executive is elected to such directorship.

Upon the Date of Termination, the Executive shall resign as an officer and director of the Company and any of its subsidiaries.

4. COMPENSATION.

(a) In consideration of the services to be rendered by the Executive hereunder, including, without limitation, any services rendered by the Executive as director of the Company or of any parent, subsidiary or affiliate of the Company, the Company agrees to pay the Executive, and the Executive agrees to accept fixed compensation at the rate Three Hundred Thousand Dollars ($300,000) per annum, subject to all required federal, state and local payroll deductions.

(b) The Executive shall also be entitled to five weeks vacation, unlimited sick leave and fringe benefits in accordance with Company policies and plans in effect, from time to time, for Executive officers of the Company.

(c) The Executive shall participate in the Company's Corporate Incentive Compensation Program as approved and authorized by the Board of Directors of the Company, subject to amendment by the Board of Directors or the Compensation Committee of the Board of Directors of the Company ("Incentive Compensation"). The Executive shall not receive any Incentive Compensation should the Executive be terminated for Termination for Cause. Such Incentive Compensation for the particular fiscal year shall be paid to the Executive no later than upon the filing of the Company's Form 10-KSB, or equivalent form.

(d) Except as hereinafter provided in Section 5(a), the Company shall pay the Executive, for any period during which the Executive is unable fully to perform his duties because of physical or mental illness or incapacity, an

amount equal to the fixed compensation due the Executive for such period less the aggregate amount of all income disability benefits which the Executive may receive or to which the Executive may be entitled under or by reason of (i) any group health and/or disability insurance plan provided by the Company; (ii) any applicable state disability law; (iii) the Federal Social Security Act; (iv) any applicable worker's compensation law or similar law; and (v) any plan towards which the Company or any parent, subsidiary or affiliate of the Company has contributed or for which it has made payroll deductions, such as group accident, health and/or disability policies.

(e) The Executive shall be granted a stock option under the Company's 1995 Incentive Stock Plan (the "Plan") with the right to purchase up to 300,000 shares of the Company's common stock (the "Stock Option"). The Stock Option shall be granted at a price equal to the closing price of the Company's common stock as quoted on The Nasdaq SmallCap Stock Market on the date hereof. The Stock Option shall become exercisable in one-third increments upon the first, second and third anniversary of the Stock Option grant. The Company will provide the Executive a Stock Option Contract for his signature that will set out the terms of the option. This Stock Option shall be subject to the terms of the Plan.

Notwithstanding anything to the contrary herein, should the Executive wish to exercise any stock option that: (a) was previously been granted to him, (b) is exercisable by the Executive, and (c) shall expire within three (3) months, then the Company shall provide the Executive its loan guaranty for monies borrowed by the Executive equal to the federal and/or state tax liability incurred by the Executive as a result of the exercise of such stock option(s), should the Executive not wish to, or be unable to sell such number of shares, issued pursuant to the exercise of such stock option, to pay the tax liability incurred from the exercise of such stock option. Each loan guaranty provided herein, shall continue for a term of at least one year, or such longer term: (x) until the common stock of the Company closes for at least ten consecutive trading days equal to or greater than seventy-five percent (75%) of the closing price of the common stock of the Company on the day on which the Executive exercised his stock option(s), or (y) as there is a sufficiently liquid market for the sale of that number of common stock shares of the Company equal in value to the loan amount plus accrued interest at a price equal to or greater than seventy-five percent (75%) of the closing price of the common stock of the Company on the day on which the Executive exercised his stock option(s), or (z) at the discretion of the Board of Directors.

(f) In recognition of the Executive's efforts in the negotiating and consummating the transactions with PHH Vehicle Management Services, LLC ("PHH") for the sale of the Company's wholly owned subsidiary driversshield.com FS Corp. and the sale by the Company of $1 million of Series A Preferred Stock, upon the consummation of these transactions with PHH, the Company agrees to pay the Executive a bonus of Two Hundred and Fifty Thousand Dollars ($250,000) and grant to the Executive a stock option under the Company's Plan with the right to purchase up to

250,000 shares of the Company's common stock (the "Bonus Stock Option"). The Bonus Stock Option shall become exercisable in one-third increments upon the first, second and third anniversary of the Bonus Stock Option grant. The Company will provide the Executive a Stock Option Contract for his signature that will set out the terms of the option. This Stock Option shall be subject to the terms of the Plan.

(g) The Company hereby agrees to reimburse the Executive, or pay the club directly, at the Executive's option, the full cost of membership at a country club of the Executive's choice.

(h) The Company hereby agrees to pay shall reimburse the Executive a monthly car allowance equal to for the cost of leasing, insuring and maintaining (including the cost of fuel) a luxury automobile of the Executive's choice similar equivalent in value to the Lexus LS430.

5. COMPENSATION UPON TERMINATION.

Upon termination of the Executive's employment or during a period of Disability the Executive shall be entitled to the following benefits:

(a) Termination for Cause, Disability, Death or Retirement etc.

(i)If the Executive's employment shall be terminated by the Company for Termination for Cause, or by the Company or the Executive for Disability, or by either the Company or the Executive for Retirement, the Company shall pay to the Executive the Executive's full base salary through the Date of Termination at the rate in effect at the date that Notice of Termination is given, plus all other amounts to which the Executive is entitled under any compensation plan of the Company in effect on the date the payments are due, in addition to any other benefits set forth in this Agreement, and the Company shall have no further obligations to the Executive under this Agreement. If the Executive's employment shall be terminated by the Company for Death, the Company shall pay to the estate of the Executive the Executive's full base salary through the period of four (4) months following the Date of Termination at the rate in effect at the date that Notice of Termination is given, plus all other amounts to which the Executive is entitled under any compensation plan of the Company in effect on the date the payments are due, in addition to any other benefits set forth in this Agreement, and the Company shall have no further obligations to the Executive under this Agreement.

(ii) If the Executive's employment shall be terminated by the Executive for any reason other than for Termination for Cause, Death, Disability, Retirement or Good Reason after a Change in Control, the Company shall pay to the Executive the Executive's full base salary through the Term of this Agreement, or for one (1) year following the Date of Termination, which ever is less, at the rate in effect at the date that Notice of Termination is given, plus all other amounts to which the Executive is entitled under any compensation plan of the Company in effect on the date the payments are due , in addition to any other benefits set forth in this Agreement, and the Company shall have no further obligations to the Executive under this Agreement.

(b) Severance Benefits. If the Executive's employment shall be terminated by the Company within three (3) years after a Change in Control of the Company, for reasons other than for Termination for Cause, Retirement, Death or Disability, or terminated by the Executive for Good Reason within three (3) years after a Change in Control of the Company, then, subject to the limitations set forth in Subparagraph 5(d) below, the Executive shall be entitled to the benefits provided below:

(i) the Company shall pay the Executive the Executive's full base salary through the Date of Termination at the rate equal to the greater of the rate in effect on the date prior to the Change in Control and the rate in effect at the time Notice of Termination is given, plus all other amounts to which the Executive is entitled under any compensation plan of the Company in effect on the date, the payments are due, except as otherwise provided below;

(ii) in lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination, except as provided in Paragraph 5(d) below, the Company shall pay as severance pay to the Executive a lump sum severance payment equal to 300% of an average annual amount actually paid by the Company or any parent or subsidiary of the Company to the Executive and included in the Executive's gross income for services rendered in each of the five prior calendar years (or shorter period during which the Executive shall have been employed by the Company or any parent or subsidiary of the Company), less $100;

(iii) in consideration of the surrender on the Date of Termination of the then outstanding options ("Options") granted to the Executive, if any, under the stock option plans of the Company, or otherwise, for shares of common stock of the Company ("Company Shares"), except as provided in Paragraph 5(d) below, the Executive shall receive an amount in cash equal to the product of (A) the excess of, (x) in the case of options granted after the date of this Agreement that qualify as incentive stock options ("ISOs") under Section 422A of the Internal Revenue Code of 1986, as amended (the "Code"), the closing price on or nearest the Date of Termination of Company Shares as reported in the principal national securities exchange on which the Company's Shares are listed or admitted to trading or, if the Company Shares are not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System ("NASDAQ") or such other

system then in use, or, if on any such date the Company Shares are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Company Shares selected by the Board of Directors of the Company, and (y) in the case of all other Options, the higher of such closing price or the highest per share price for any Company Shares actually paid in connection with any Change in Control of the Company, over the per share exercise price of each Option held by the Executive (irrespective of whether or not such Option is then fully exercisable), times (B) the number of Company Shares covered by each such Option (irrespective of whether or not such Option is then fully exercisable). The parties hereto acknowledge and agree that the benefits afforded to the Executive under this Subparagraph (iii) do not, and shall not be deemed to, materially increase the benefits accruing to the Executive under any stock option plan under which any such Options are granted. Insofar as the Executive receives full payment under this Subparagraph (iii) with respect to the surrender of all such Options, such Options so surrendered shall be canceled upon the Executive's receipt of such payment. However, if pursuant to the limitations set forth under Paragraph 5(d) below, the full amount described under this Subparagraph 5(b)(iii) cannot be paid, the number of Options which are canceled shall be reduced so that the ratio of the value of the canceled Options to the value of all such Options equals the ratio of the amount payable under this Subparagraph 5(b)(iii) after the application of the limitation described under Paragraph 5(d), to the amount that otherwise would have been paid under this Subparagraph 5(b)(iii) in the absence of such limitations. The Options canceled pursuant to the immediately preceding sentence shall be those Options providing the smallest "excess amounts" as determined under Subparagraph 5(b)(iii)(A). For those Options not surrendered and canceled pursuant to this subparagraph, the Company shall guaranty the Executive's loan for such amount as needed by the

Executive to exercise those outstanding Options that may be exercised as they become exercisable by the Executive. Additionally, those stock options not surrendered and canceled as determined in this Subparagraph 5(b)(iii) shall hereinafter become fully exercisable for the remaining term of such stock option grant, regardless whether the Executive continues as an employee of the Company; and

(iv) The Company shall also pay to the Executive all legal fees and expenses incurred by the Executive as a result of such termination (including all such fees and expenses, if any, incurred in contesting or disputing any such termination or in seeking to obtain or enforce any right or benefit provided by this Agreement or in connection with any tax audit or proceeding to the extent attributable to the application of Section 499 of the Code to any payment or benefit provided hereunder).

(c) Date Benefits Due. The payments provided for in Paragraph 5(b) above shall be made not later than the fifth day following the Date of Termination, provided, however, that if the amounts of such payments cannot be finally determined on or before such day, the Company shall pay to the Executive on such day an estimate, as determined in good faith by the Company, of the minimum amount of such payments and shall pay the remainder of such payments (together with interest at the rate provided in Section 7872(f)(2) of the Code) as soon as the amount thereof can be determined but in no event later than the thirtieth day after the Date of Termination. In the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to the Executive repayable on the fifth day after demand by the Company (together with interest at the rate provided in Section 7872(f)(2) of the Code).

(d) Reduction to Avoid Non-Deductibility. Any of the other provisions of this Agreement notwithstanding, if any payment to be made by the Company pursuant to this Agreement to the Executive or for the Executive's benefit (the "Payments") otherwise would not be deductible by the Company for Federal income tax purposes due to the provisions of the Code Section 280G, the aggregate present value (determined as of the date of the Change in Control) of the Payments shall be reduced (but not to a negative amount) to an amount expressed in the present value as of such date (the "Reduced Amount") that maximizes the present value of the Payments without causing any payment to be nondeductible by the Company due to the Code Section 280G. The determination of the Reduced Amount and the accompanying reduction in Payments shall be made by the independent certified public accountants for the Company. Any such decrease in Payments shall be applied to the amounts to be paid to the Executive or for the

Executive's benefit hereunder in the following order but only to the extent such amounts would be taken into account in determining whether the Payments constitute "parachute payments" within the meaning of the Code Section 280G(b)(2)(A): (i) to decrease the amounts payable to the Executive pursuant to Subparagraph 5(b)(iii); (ii) to decrease the amounts payable to the Executive pursuant to Subparagraph 5(b)(ii); (iii) to decrease the amounts payable to the Executive pursuant to Section 5(j); (iv) to decrease the amounts payable to the Executive pursuant Subparagraph 5(b)(iv); and (v).to decrease the amounts payable to the Executive pursuant to Section 5(a)

(e) Determination of Reduced Amount. The Company shall communicate the determination of the Reduced Amount and of the reduction in the Payments to the Executive in writing. If the Executive does not agree with such determinations, the Executive may give written notice of such disagreement to the Board within five (5) days of the Executive's receipt of the determination, and within fifteen (15) days after the Executive's notice of disagreement, the Executive

shall deliver to the Board the Executive's calculation of the reduction in Payments. If the Executive fails to give notice of disagreement or to furnish the Executive's calculation in accordance with the provisions of the immediately preceding sentence, the Executive shall be conclusively deemed to have accepted the determinations made by the independent public accountants for the Company. If the accountants for the Company and the Executive's accountants are unable to agree upon the reduction of Payments within ten (10) days of the receipt of the Board of the Executive's calculation, the determination of the reduction in Payments shall be made by a third accounting firm picked by the Company's accountants and the Executive's accountants (the "Arbiter") whose determination shall be final and binding upon the Executive and the Company, except to the extent provided below. The Company shall withhold for income tax purposes all amounts that the Company's independent certified public accountants believe that the Company is required to withhold.

(f) Arbiter to Resolve Disputes. If the Arbiter's and the Company's accountant's fees shall be borne solely by the Company. The Executive's accountant's fees shall be borne by the Executive.

(g) Final Payment. As promptly as practicable after the final determination of the reduction in Payments, the Company shall pay to the Executive or for the Executive's benefit the amounts determined to be payable.

(h) IRS Ruling. In the event there is a final determination by the Internal Revenue Service or by a court of competent jurisdiction that any portion of the Payments are not deductible by the Company by reason of Section 280G, then the amount of the Payments that exceeds the amount deductible by the Company shall be deemed to be a loan by the Company to the Executive, which shall be repaid by the Executive five (5) days after delivery of a demand by the Company therefor together with interest from the date paid by the Company to the date repaid by the Executive at the rate provided for a demand loan in Section 7872(f)(2) of the Code.

(i) Interpretation. The provisions of this Section 4 shall be interpreted in a manner that will avoid the disallowance of a deduction to the Company pursuant to Section 280G and the imposition of excise taxes on the Executive under Section 4899 of the Code.

(j) Additional Fringe Benefits. If the Executive's employment shall be terminated by the Company other than for Termination for Cause, Retirement, Death or Disability or by the Executive within three years after a Change in Control of the Company for Good Reason, then for a three (3) year period after such termination, the Company shall arrange to provide the Executive with life, disability, and accident insurance benefits substantially similar to those that the Executive was receiving immediately prior to the Notice of Termination. In addition to the benefits set forth above, the Company hereby agrees to pay the Executive a monthly car allowance equal to the cost of leasing, insuring and maintaining (including the cost of fuel) a luxury automobile of the Executive's choice equivalent in value to the Lexus LS430.the Company shall reimburse the Executive for the cost of leasing, insuring and maintaining (including the cost of fuel) a luxury automobile of the Executive's choice similar to the Lexus LS430, during the three (3) year period following the Executive's termination.

Benefits otherwise receivable by the Executive pursuant to this

Paragraph 5(j) shall be reduced to the extent comparable benefits are otherwise received by the Executive during the three

(3) year period following the Executive's termination and any such benefits otherwise received by the Executive shall be reported to the Company.

(k) No Mitigation. The Executive shall not be required to mitigate the amount of any payment provided for in this Paragraph 5 by seeking other employment or otherwise, nor shall the amount of any payment or benefit provided for in this Paragraph 5 be reduced by any compensation earned by the Executive as the result of the Executive's employment by another employer, by any retirement benefits, by offset against any amount claimed to be owing by the Executive to the Company, or otherwise, except as specifically provided in this Paragraph 5.

(l) The benefits provided in this Paragraph 5 shall replace benefits provided to the Executive other than in this Agreement only in the circumstances set forth herein, and under all other circumstances, the Executive's benefits will be determined in accordance with other agreements between the Company and the Executive and other plans, arrangements and programs of the Company in which the Executive participates.

(m) Notwithstanding anything in this Agreement, the Company shall arrange to provide the Executive and his immediate family with health insurance benefits substantially similar to those that the Executive was receiving, immediately prior to the Notice of Termination, for the remainder of his and his spouse's life.

6. TERMINATION FOR CAUSE. Termination by the Company of the Executive's employment for cause (hereinafter referred to as "Termination for Cause), shall mean termination upon (i) the willful and continued failure by the Executive to substantially perform the Executive's material duties with the Company (other than any such failure resulting from the Executive's incapacity due to physical or mental illness or any such failure after the issuance by the Executive for Good Reason of a Notice of Termination (as the terms "Good Reason" and "Notice of Termination" are defined in this Agreement) after a written demand for substantial performance is delivered to the Executive by the Board, which demand specifically identifies the material duties that the Board believes that the Executive has not substantially performed, or (ii) the willful engaging by the Executive in conduct that is demonstrably and materially injurious to the Company, monetarily or otherwise. For purposes of this Paragraph 6, no act, or failure to act, on the Executive's part, shall be deemed "willful" unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive's action or omission was in the best interest of the Company, or (iii) the conviction of the Executive of a felony, including the plea of nolo contendere, limited solely for a crime related to the business operations of the Company, or that results in the Executive being unable to substantially carry out his duties as set forth in this Agreement, or (iv) the commission of any act by the Executive against the Company that may be construed as the crime of embezzlement, larceny, and/or grand larceny. Any other provision in this paragraph to the contrary notwithstanding, the Executive shall not be deemed to have been terminated for Termination for Cause unless and until the Board duly adopts a resolution by the affirmative vote of no less than three-quarters (3/4) of the entire membership of the Board, at a meeting of the Board called and held for such purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with the Executive's counsel, to be heard before the Board), finding that in the good faith opinion of the Board, the Executive was guilty of conduct described in Subparagraphs (i), (ii) or (iv) of this paragraph and

specifying the particulars thereof in detail and a certified copy of such resolution is delivered to the Executive.

7. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AND NON- COMPETITION

(a) The Executive acknowledges that the Executive has been informed that it is the policy of the Company to maintain as secret and confidential all information (i) relating to the products, processes, designs and/or systems used by the Company and (ii) relating to the customers and employees of the Company

(all such information hereafter referred to as "confidential information"), and the Executive further acknowledges that such confidential information is of great value to the Company. The parties recognize that the services to be performed by the Executive are special and unique, and that by reason of his employment by the Company, the Executive has and will acquire confidential information as aforesaid. The parties confirm that it is reasonably necessary to protect the Company's goodwill, and accordingly the Executive does agree that the Executive will not directly or indirectly (except where authorized by the Board of Directors of the Company for the benefit of the Company):

A. At any time during his employment by the Company or after the Executive ceases to be employed by the Company, divulge to any persons, firms or corporations, other than the Company (hereinafter referred to collectively as "third parties"), or use or allow or cause or authorize any third parties to use, any such confidential information; and

B. At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, solicit or cause or authorize directly or indirectly to be solicited, for or on behalf of the Executive or third parties, any business from persons, firms, corporations or other entities who were at any time within one (1) year prior to the cessation of his employment hereunder, customers of the Company; and

C. At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, accept or cause or authorize directly or indirectly to be accepted, for or on behalf of the Executive or third parties, any business from any such customers of this Company; and

D. At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, solicit or cause or authorize directly or indirectly to be solicited for employment, for or on behalf of the Executive or third parties, any persons (excluding any individuals residing in the same immediate primary residence as the Executive, and/or the Executive's immediate family) who were at any time within one year prior to the cessation of his employment hereunder, employees of the Company; and

E. At any time during his employment by the Company and for a period of one year after the Executive ceases to be employed by the Company, employ or cause or authorize directly or indirectly to be employed, for or on behalf of the Executive or third parties, any such employees of the Company; and

F. At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, compete with the Company in any fashion or work for, advise, be a consultant to or an officer, director, agent or employee of or otherwise associate with any person, firm, corporation or other entity which is engaged in or plans to engage in a business or activity which competes with any business or activity engaged in by the Company, or which is under development or in a planning stage by the Company.

Notwithstanding the above, should the Executive not be receiving compensation from the Company either in a lump sum, or on a regular basis for a period at least equal to one (1) year, as set forth in this Agreement following his Date of Termination, then Subparagraphs 7(C), 7(E) and 7(F) shall be ineffective. Additionally, Subparagraphs 7(C), 7(D), and 7(E) shall be ineffective as it relates to the spouse of the Executive.

(b) The Executive agrees that, upon the expiration of his employment by the Company for any reason, the Executive shall forthwith deliver up to the Company any and all records, drawings, notebooks, keys and other documents and material, and copies thereof in his possession or under his control which is the property of the Company or which relate to any confidential information or any discoveries of the Company.

(c) The Executive agrees that any breach or threatened breach by the Executive of any provision of this Section 7 shall entitle the Company, in addition to any other legal remedies available to it, to enjoin such breach or threatened breach through any court of competent jurisdiction. The parties understand and intend that each restriction agreed to by the Executive

hereinabove shall be construed as separable and divisible from every other restriction, and that the unenforceability, in whole or in part, of any restriction will not affect the enforceability of the remaining restrictions, and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant.

(d) For the purposes of this Section, the term "Company" shall mean and include any and all subsidiaries, parents and affiliated corporations of the Company in existence from time to time.

8. CHANGE IN CONTROL.

(a). Effectiveness of Change in Control Provisions. The terms set forth in this Paragraph 8, shall be effective should a Change in Control of the Company, as defined below, have occurred during the Term of this Agreement, or during any extensions thereof, and shall continue in effect for a period of thirty-six (36) months beyond the month in which such Change in Control occurred. However, the definitions set forth in Subparagraph 8(c) shall apply throughout this Agreement.

(b) Change in Control. No benefits shall be payable hereunder unless an event as set forth below, shall have occurred (hereinafter called a "Change in Control"):

(i) Any person including any individual, firm, partnership or other entity, together with all Affiliates and Associates (as defined by ss.240.12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") of such person, directly or indirectly acquires securities of the Company's then outstanding securities representing thirty percent (30%) or more of the voting securities of the Company, such person being hereinafter referred to as an Acquiring Person; or, but excluding:

(A) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, or

(B) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the Company, or

(C) the Company or any Subsidiary of the Company, is or becomes the Beneficial Owner (as defined in Rule 13d-3 under the Exchange Act),or

(D) a person who acquires securities of the Company directly from the Company pursuant to a transaction that has been approved by a vote of at least a majority of the Incumbent Board, or

(ii) Individuals who, on the date hereof, constitute the Incumbent Board shall cease for any reason to constitute a majority of the Board; or

(iii) The stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 70% of the combined voting power of the voting securities of the Company or such other surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

(c) Definitions. For the purposes of this Agreement, the following terms shall mean:

(i) "Incumbent Board" shall mean the members of the Board, who were members of the Board prior to the date of this Agreement.

(ii) "Subsidiary" shall mean any corporation of which an amount of voting securities sufficient to elect at least a majority of the

directors of such corporation is beneficially owned, directly or indirectly, by the Company, or is otherwise controlled by the Company.

(iii) "Good Reason" shall mean, without the Executive's express written consent, the occurrence of any of the following circumstances unless, such circumstances are fully corrected prior to the Date of Termination specified in the Notice of Termination, as defined in Paragraphs 8(c)(iv) and (v), respectively, given in respect thereof:

(A) the assignment to the Executive of any duties inconsistent with the Executive's status as Chief Executive Officer of the Company, or a substantial adverse alteration in the nature or status of the Executive's responsibilities from those in effect immediately prior to a Change in Control of the Company;

(B) a reduction by the Company in the Executive's annual base salary as in effect on the date hereof or as the same may be increased from time to time, except for across-the-board salary reductions similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company;

(C) the relocation of the Company's principal executive offices to a location which is not within the boundaries of Nassau and Suffolk counties within the State of New York or Miami-Dade, Broward or Palm Beach counties within the State of Florida, except for required travel on the Company's business to an extent substantially consistent with the Executive's present business travel obligations, or the adverse and substantial alteration of the office space or secretarial or support services provided to the Executive for the performance of the Executive's duties;

(D) the failure by the Company, without the Executive's consent, to pay to the Executive any portion of the Executive's current compensation, except pursuant to an across-the-board compensation deferral similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company, or the failure by the Company to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;

(E) the failure by the Company to continue in effect any compensation plan in which the Executive participates that is material to the Executive's total compensation, including but not limited to the Company's Incentive Stock Option Plan, 401(k) plan, cafeteria or salary reduction plan, or any other or substitute plans adopted prior to a Change in Control of the Company, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan, or the failure by the Company to continue the Executive's participation therein (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount of benefits provided and the level of the Executive's participation relative to other participants, than the Executive's participation as it existed at the time of a Change in Control of the Company;

(F) unless such action is pursuant to an across-the-board reduction in benefits similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company, the failure by the Company to continue to provide the Executive with benefits substantially similar to those enjoyed by the Executive under any of the Company's pension, life insurance, automobile reimbursement, Company credit card, medical, health and accident, or disability plans, if any, in which the Executive was participating at the time of a Change in Control of the Company, or the taking of any action by the Company that would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of a Change in Control of the Company, or the failure by the Company to provide the Executive with the number of paid vacation or sick days to which the Executive is entitled under this Agreement at the time of a Change in Control of the Company;

(G) the failure of the Company to obtain a satisfaction agreement from any successor to assume and agree to perform this Agreement, as contemplated in Paragraph 5 hereof; or

(H) any purported termination of the Executive's employment that is not affected pursuant to a Notice of Termination satisfying the requirements of Subparagraph 8(c)(iv) below (and, if applicable, the requirement of Paragraph 6 above); for purposes of this Agreement, no such purported termination shall be effective.

The Executive's right to terminate the Executive's employment pursuant to this paragraph shall not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment shall not constitute consent to, or a waiver of right with respect to, any circumstances constituting Good Reason hereunder.

(iv) "Notice of Termination" shall mean a notice that shall indicate the specific termination provision of this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

(v) "Date of Termination" shall mean (A) if employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided, that the Executive shall not return to the full-time performance of the Executive's duties during such thirty (30) day period), or (B) if employment is terminated due to Death of the Executive, upon receipt of Notice of Termination or (C) if employment is terminated pursuant to any other provision in this Agreement, the date specified in Notice of Termination (which, in the case of a termination pursuant to any provision of this Agreement other than for Disability and Death shall not be less than fifteen (15) nor more than sixty (60) days, respectively, from the date such Notice of Termination is given).

Notwithstanding the above, provided, that if within fifteen (15) days after any Notice of Termination is given to the Executive or prior to the Date of Termination (as determined without regard to this provision) the Executive receiving such Notice of Termination notifies the Company that a dispute exists concerning such termination, that during the pendency of any such dispute, the Company will continue to pay the Executive his full compensation in effect when the notice giving rise to the dispute was given (including, but not limited to, base salary) and continue the Executive as a participant in all compensation, benefit, and insurance plans in which the Executive was participating when the notice giving rise to the dispute was given, until the dispute is finally resolved. However, should final resolution of the dispute result in the Notice of Termination being affirmed in the forum, as set forth in Paragraph 16, utilized for resolving said dispute, then the Executive shall be liable to the Company for all compensation, benefit, and insurance plans paid and/or provided to the Executive during the period that the Notice of Termination was in dispute.

Amounts paid under this subparagraph are prior to all other amounts due under this Agreement and shall not reduce any other amounts due under this Agreement, which other amounts shall be in addition to, and shall not be offset by, amounts due under this subparagraph.

Anything to the contrary herein notwithstanding, twenty-four hours after written notice to the Executive, the Company may relieve the Executive of authority to act on behalf of, or legally bind, the Company, provided, that any such action by the Company shall be without prejudice to the Executive's right to the compensation and benefits provided under this Agreement and the Executive's right to termination hereunder under such circumstances and with the compensation and benefits following such termination as provided in this Agreement.

(vi) "Disability"- If the Executive, due to physical or mental illness or incapacity, is unable fully to perform his duties herein for twelve (12) consecutive months.

(vii) "Death"- If the Executive shall die during the Term of this Agreement.

(viii) ""Retirement"- Shall mean termination in accordance with the Company's retirement policy, if any, including early retirement, generally applicable to its salaried employees or in accordance with any retirement arrangement established with the Executive's consent with respect to

the Executive.

(d) Termination Following Change in Control. If any of the events described in Paragraph 8(b) hereof constituting a Change in Control of the Company shall have occurred, the Executive shall be entitled to the benefits provided in Paragraph 5 hereof upon the subsequent termination of the Executive's employment during the Term of this Agreement unless such termination is (i) because of the Executive's Death, Disability or Retirement, (ii) by the Company for Termination for Cause, or (iii) by the Executive for Good Reason within three years after a Change in Control shall have occurred.

(e) Notice of Termination. Any purported termination of the Executive's employment by the Company or by the Executive shall be communicated by written Notice of Termination to the other party hereto in accordance with Paragraph 15 hereof.

9. SUCCESSORS; BINDING AGREEMENT.

(a) Assumption by Successor. The Company shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption and agreement prior

to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms as the Executive would be entitled hereunder if the Executive terminates the Executive's employment for Good Reason following a Change in Control of the Company, except that for purposes of implementing this paragraph, the date on which any such succession becomes effective shall be deemed the Date of Termination. As used in this Agreement, "Company" shall mean the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid that assumes and agrees to perform this Agreement by operation of law, or otherwise.

(b) Successors. Neither this Agreement nor any right or interest hereunder shall be assignable by the Executive (except by will or intestate succession) or any successor to the Executive's interest, nor shall it be subject to attachment, execution, pledge or hypothecation, but this Agreement shall inure to the benefit of and be enforceable by the Executive's personal or legal representative, executors, administrators, successors, heirs, distributees, devisees and legatees. If the Executive should die while any amount would still be payable to the Executive hereunder if the Executive had continued to live, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to the Executive's devisee, legatee or other designee or, if there is no such designee, to the Executive's estate.

10. MISCELLANEOUS. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer as may be specifically designated by the Board. No waiver by either party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party that are not set forth in this Agreement. All references to sections of the Exchange Act or the Code shall be deemed also to refer to any successor provisions to such sections. Any payments provided for hereunder shall be paid net of any applicable withholding required under federal, state or local law. The obligations of the Company under Paragraph 4,5, 7, 8 and 16 shall survive the expiration of the Term of this Agreement.

11. SEVERANCE AND VALIDITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

12. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

13. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, supersedes any prior agreement between the parties, and may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party to be bound; provided, however, that the Executive's compensation and benefits may be increased at any time by the

Company without in any way affecting any of the other terms and conditions of this Agreement, which in all other respects shall remain in full force and effect.

14. NEGOTIATED AGREEMENT. This Agreement has been negotiated and shall not be construed against the party responsible for drafting all or parts of this Agreement.

15. NOTICES. For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or received by United States registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized overnight delivery service providing for a signed return receipt, addressed to the Executive at the Executive's home address set forth in the Company's records and to the Company at the address set forth on the first page of this Agreement, provided that all notices to the Company shall be directed to the attention of the Board with a copy to counsel to the Company, at Meritz & Muenz LLP., 3 Hughes Place, Dix Hills, New York 11746, Attention: Lawrence A. Muenz, Esq., or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notice of change of address shall be effective only upon receipt.

16. GOVERNING LAW AND RESOLUTION OF DISPUTES. All matters concerning the validity and interpretation of and performance under this Agreement shall be governed by the laws of the State of New York. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration in Garden City, New York, in accordance with the rules of the American Arbitration Association ("AAA") then in effect. Any judgment rendered by the arbitrator as above provided shall be final and binding on the parties hereto for all purposes and may be entered in any court having jurisdiction; provided, however, that the Executive shall be entitled to seek specific performance of the Executive's right to be paid following termination for any reason during the pendency of any dispute or controversy arising under or in connection with this Agreement. The Company sharell bear the total cost of filing fees for the initial Demand of Arbitration, as well as all charges billed by the AAA, regardless of which party shall commence the action. The Company shall bear the cost of the Executive's legal fees regarding any dispute or controversy arising under or in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DRIVERSSHIELD.COM CORP.

By: _____ Dated: _____

Title: _____

BARRY SIEGEL

By: _____ Dated: _____

EXHIBIT 10.3

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (the "Agreement") dated February 4, 2002 by and between driversshield.com Corp., a New York corporation with an address at 51 East Bethpage Road, Plainview, New York 11803 (the "Company"), and Barry J. Spiegel, residing at residing at 211 Cassa Loop, Holtsville, NY 11742 (the "Executive").

W I T N E S S E T H

WHEREAS, THE COMPANY DESIRES THAT EXECUTIVE BE EMPLOYED BY IT AND RENDER SERVICES TO IT, AND EXECUTIVE IS WILLING TO BE SO EMPLOYED AND TO RENDER SUCH SERVICES TO THE COMPANY, ALL ON THE TERMS AND SUBJECT TO THE CONDITIONS CONTAINED HEREIN.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment

Subject to and upon the terms and conditions contained in this Agreement, the Company hereby employs Executive, for the period set forth in Paragraph 2 (subject to the terms and conditions of this Agreement), to render the services to the Company, its affiliates and/or subsidiaries described in Paragraph 3 of this Agreement.

2. Term

The Executive's term of employment under this Agreement shall commence on January 1, 2002 (the "Commencement Date") and shall continue for a period of thirty-six months (36) months, terminating on December 31, 2004 (the "Expiration Date"), unless earlier terminated under the terms and conditions herein (the "Employment Term").

3. Duties

(a) Executive's responsibilities shall be to manage and direct the Company's wholly owned affinity services subsidiary, driversshield.com ADS

Corp., or as shall from time to time be designated by the Chief Executive Officer ("CEO") of the Company. Executive shall be based in the New York counties of Nassau or Suffolk, or wherever the corporate headquarters of the Company are located and shall have the title of President, driversshield ADS Corp.

(b) Executive agrees to abide by all By-Laws and policies of the Company promulgated from time to time by the Company.

4. Exclusive-Services, Best Efforts and Acknowledgment

Executive shall devote his entire working time, attention, best efforts and ability exclusively to the service of the Company, its affiliates and subsidiaries during the term of this Agreement. The Company and the Executive acknowledge that the Affinity Services Division shall only offer its services in the form of programs that require outside parties to bear the sole cost of sales marketing, distribution, printing and fulfillment, without the Company incurring any such costs. The Company shall provide the service and bear the costs associated with the benefits that are normally offered to the end users of such affinity programs. The parties agree to develop an annual budget for the Affinity Services Division that conforms to the program expense format set forth above.

5. Compensation

(a) Base Salary. Commencing on the Commencement Date, the Executive shall receive an annual salary, payable pursuant to the Company's

normal payroll procedures in place from time to time, during the Employment Term, in the amount of One Hundred Thirty Thousand Dollars ($175,000), subject to all required federal, state and local payroll deductions. The Executive's Base Salary may be increased upon the recommendation of the CEO and the approval of the Board of Directors.

(b) Incentive Compensation. The Executive shall participate in the Company's Corporate Incentive Compensation Program as approved and authorized by the Board of Directors of the Company, subject to amendment by the Board of Directors or the Compensation Committee of the Board of Directors of the Company.

(c) The Executive shall be granted a stock option under the Company's 1995 Incentive Stock Plan (the "Plan") with the right to purchase

up to 250,000 shares of the Company's common stock (the "Stock Option"). The Stock Option shall be granted at a price equal to the closing price of the Company's common stock as quoted on The Nasdaq SmallCap Stock Market on the Commencement Date. The Stock Option shall become exercisable in one-third increments upon the first, second and third anniversary of the Stock Option grant. The Company will provide the Executive a Stock Option Contract for his signature that will set out the terms of the option. This Stock Option shall be subject to the terms of the Plan. Additionally, should a Change in Control, as hereinafter defined, occur, only to the extent that the Company does not lose any deductions that would be otherwise be deductible under Section 280G of the Internal Revenue Code, the Executive's Stock Option shall become fully exercisable.

6. Business Expenses

Executive shall be reimbursed for only those business expenses incurred by him (a) which are reasonable and necessary for Executive to perform his duties under this Agreement in accordance with policies established from time to time by the Company, and (b) for which Executive has submitted vouchers and/or receipts. The Executive shall be issued a corporate credit card that he shall use solely for business expenses that are reasonable and necessary for the Executive to perform his duties under this Agreement in accordance with policies established from time to time by the Company

7. Executive Benefits

During the Employment Term, Executive shall participate, to the extent he is eligible under the terms and conditions thereof, in any health, life, disability insurance, or 401(k) plan, or other employee benefit plans maintained by Employer (but nothing herein shall obligate the Company to establish or maintain any such benefit plan).

The Executive shall be reimbursed $500 per month for a car allowance.

8. Vacation and Sick Leave

Executive shall be entitled to three (3) weeks of paid vacation per annum during the Employment Term, to be taken at such times as may be mutually

agreed upon by the Company and Executive. The Executive shall be entitled to one (1) week of paid sick leave per annum during the Employment Term.

9. Death and Disability

(a) The Employment Term shall terminate on the date of Executive's death, in which event Executive's salary payable pursuant to Paragraph 5 and any accrued vacation, through the date of Executive's death, shall be paid to his estate. Executive's estate will not be entitled to any other compensation upon termination of this Agreement pursuant to this Paragraph 9(a).

(b) If during the Employment Term, Executive, because of physical or mental illness or incapacity, shall become substantially unable to

perform the duties and services required of him under this Agreement for a period of forty-five (45) consecutive days or ninety (90) days in the aggregate in any one calendar year, the Company may, upon at least ten (10) days' prior written notice given at any time after the expiration of such 45 or 90-day period, as the case may be, to Executive of its intention to do so, terminate this Agreement as of such date as may be set forth in the notice. In case of such termination, Executive shall be entitled to receive his salary payable pursuant to Paragraph 5 through the date of termination. Executive will not be entitled to any other compensation upon termination of this Agreement pursuant to this Paragraph 9(b).

10. Termination

(a) The Company may terminate the employment of Executive For Cause (as hereinafter defined). Upon such termination, the Company shall be released from any and all further obligations under this Agreement, except that the Company shall be obligated to pay Executive the unpaid prorated salary pursuant to Paragraph 5 earned or accrued and any other benefits normally paid and/provided to the Executive up through the day on which Executive is terminated.

(b) The Company may terminate the employment of Executive Without Cause (as hereinafter defined). Upon such termination, the Company shall be released from any and all further obligations under this Agreement, except that the Company shall be obligated to pay Executive the unpaid prorated salary pursuant to Paragraph 5 earned or accrued and any other benefits normally paid and/provided to the Executive up through the day on

which Executive is terminated, in addition to the lesser of (i) Base Salary and other employee benefits, as set forth in Paragraph 7, for a twelve (12) month period from the date employment is terminated, or (ii) the Base Salary and other employee benefits that would have been paid the Executive from the date employment is terminated through the Expiration Date.

(c) As used herein, the term "For Cause" shall mean:

(i) any material breach of this Agreement by Executive that, in the case of a breach that may be cured or remedied, is not cured or remedied to the reasonable satisfaction of the Company within 30 days after notice is given by the Company to Executive, setting forth in reasonable detail the nature of such breach;

(ii) Executive's failure to perform his duties and services hereunder to the reasonable satisfaction of the CEO of the Company that, in the case of any such failure that may be cured or remedied, is not cured or remedied to the reasonable satisfaction of the Company within 30 days after notice is given by the Company to Executive, setting forth in reasonable detail the nature of such failure;

(iii) any material act, or material failure to act, by Executive in bad faith and to the material detriment of the Company; or

(iv) commission by Executive of a material act involving moral turpitude, dishonesty, unethical business conduct, or any other conduct that significantly impairs the reputation of the Company, its subsidiaries or affiliates.

(v) the conviction of the Executive of a felony, including the plea of nolo contendere (vi) the Affinity Services Division does not achieve net income of at least (x) $500,000 in the year ending on December 31, 1999, (y) $750,000 in the year ending on December 31, 2000, or (z) $1 million in the year ending December 31, 2001.

(d) As used herein, the term "Without Cause" shall mean:

(i) Termination by the Company of the Executive's employment for any reason other than For Cause, Death or Disability.

11. Disclosure of Information and Restrictive Covenant

(a) Executive acknowledges that, by his employment, he has

been and will be in a confidential relationship with the Company and will have access to confidential information and trade secrets of the Company, its subsidiaries and affiliates, including, but not limited to, confidential information

or trade secrets belonging or relating to the Company, its subsidiaries, affiliates, customers and/or clients or proprietary processes or procedures of the Company, its subsidiaries, affiliates, customers and/or clients. Proprietary processes and procedures shall include, but shall not be limited to, all information which is known only to employees of the Company, its respective subsidiaries and affiliates or others in a confidential relationship with the Company or its respective subsidiaries and affiliates which relates to business matters. Confidential information and trade secrets include, but are not limited to, customer and client lists, price lists, marketing and sales strategies and procedures, operational and equipment techniques, business plans and systems, quality control procedures and systems, special projects and technological research, including projects, research and reports for any entity or client or any project, research, report or the like concerning sales or manufacturing or new technology, employee compensation plans and any other information relating thereto, and any other records, files, drawings, inventions, discoveries, applications or processes which are not in the public domain (all the foregoing shall be referred to herein as the "Confidential Information"). Executive agrees that in consideration of the execution of this Agreement by the Company, he will not use, or disclose to any third party, any of the Confidential Information, other than as required to perform his services hereunder or as directed or authorized by the Company's Board of Directors or President.

(b)

(i) Executive will not, at any time prior to the Expiration Date, or if the Executive's employment shall terminate prior to the Expiration Date, then for a period of one (1) year after the Executive ceases to be employed by the Company, engage in or participate in any business activity, including, but not limited to, acting as a director, officer, employee, agent, independent contractor, partner, consultant, licensor or licensee, franchiser or franchisee, proprietor, syndicate member, or shareholder that operates a business or activity which competes with any business or activity engaged in by the Company.

(ii) Any time during his employment by the Company or after the Executive ceases to be employed by the Company, divulge to any persons, firms or corporations, other than the Company (hereinafter referred to collectively as "third parties"), or use or allow or cause or authorize any third parties to use, any such Confidential Information; and

(iii) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, solicit or cause or authorize directly or indirectly to be solicited, for

or on behalf of the Executive or third parties, any business from persons, firms, corporations or other entities who were at any time within one (1) year prior to the cessation of his employment hereunder, customers of the Company; and

(iv) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, accept or cause or authorize directly or indirectly to be accepted, for or on behalf of the Executive or third parties, any business from any such customers of this Company; and

(v) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, solicit or cause or authorize directly or indirectly to be solicited for employment, for or on behalf of the Executive or third parties, any persons who were at any time within one year prior to the cessation of his employment hereunder, employees of the Company; and

(vi) At any time during his employment by the Company

and for a period of one year after the Executive ceases to be employed by the Company, employ or cause or authorize directly or indirectly to be employed, for or on behalf of the Executive or third parties, any such employees of the Company; and

(vii) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, compete with the Company in any fashion or work for, advise, be a consultant to or an officer, director, agent or employee of or otherwise associate with any person, firm, corporation or other entity which is engaged in or plans to engage in a business or activity which competes with any business or activity engaged in by the Company, or which is under development or in a planning stage by the Company.

(viii) Notwithstanding anything to the contrary, the Executive may engage in any business activity he so wishes as long as: (A) this business activity did not directly compete with any business of the Company prior to the Executive joining or entering into this business activity, (B) the Executive does not assist this business activity to develop a business that competes with any business of the Company that existed, or was in the planning stages, at the time that the Executive's employment terminated with the Company, or (c) the Executive shall not serve in a management capacity whereby a subsidiary, division or business unit reports directly or indirectly to him and engages in a business activity that competes with any business of the Company that existed, or was in the planning stages, at the time that the Executive's employment terminated with the Company.

(c) Executive will not induce or persuade other employees of the Company to join him in any activity prohibited by Paragraph 11 or 12.

(d) This Paragraph 11 and Paragraph 12, 13, 14, 21. 23 and 24 shall survive the expiration or termination of the Agreement for any reason.

(e) It is expressly agreed by Executive that the nature and scope of each of the provisions set forth in Paragraphs 11 and 12 are reasonable and necessary. If, for any reason, any aspect of these provisions as they apply to Executive is determined by a court of competent jurisdiction to be unreasonable or unenforceable, the provisions shall only be modified to the minimum extent required to make the provisions reasonable and/or enforceable, as the case may be. Executive acknowledges and agrees that his services are of a unique character and expressly grants to the Company or any subsidiary, successor or assignee of the Company, the right to enforce the provisions above through the use of all remedies available at law or in equity, including, but not limited to, injunctive relief.

12. Company Property

(a) Any patents, inventions, discoveries, applications, processes or designs, devised, planned, applied, created, discovered or invented by Executive in the course of Executive's employment under this Agreement and which pertain to any aspect of the Company's or its respective subsidiaries' or affiliates' businesses shall be the sole and absolute property of the Company, and Executive shall make prompt report thereof to the Company and promptly execute any and all documents reasonably requested to assure the Company the full and complete ownership thereof.

(b) All records, files, lists, including computer generated lists, drawings, documents, equipment and similar items relating to the Company's business which Executive shall prepare or receive from the Company shall remain the Company's sole and exclusive property. Upon termination of the Employment Term, or, if earlier, upon demand by the Company, Executive shall promptly return to the Company all property of the Company in his possession. Executive further represents that he will not copy or cause to be copied, print out or cause to be printed out any software, documents or other materials originating with or belonging to the Company. Executive covenants that, upon termination of his employment with the Company, he will not retain in his possession any such software, documents or other materials.

13. Remedy

It is mutually understood and agreed that Executive's services are special, unique, unusual, extraordinary and of an intellectual character giving them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, in the event of any breach of this Agreement by Executive, including, but not limited to, the breach of the nondisclosure, non-solicitation and non-compete clauses under Paragraphs 11 and 12 hereof, the Company shall be entitled to equitable relief by way of injunction or otherwise in addition to damages the Company may be entitled to recover. Nothing herein shall be deemed to restrict any remedy available to Executive for breach of the Agreement by the Company.

14. Representations and Warranties of Executive and the Company

(a) In order to induce the Company to enter into this Agreement, Executive hereby represents and warrants to the Company as follows: (i) Executive has the legal capacity and unrestricted right to execute and deliver this Agreement once to perform all of his obligations hereunder: (ii) the execution and delivery of this Agreement by Executive and the performance of his obligations hereunder will not violate or be in conflict with any fiduciary or other duty, instrument, agreement, document, arrangement or other understanding to which Executive is a party or by which he is or may be bound or subject; and (iii) Executive is not a party to any instrument, agreement, document, arrangement or other understanding with any person (other than the Company) requiring or restricting the use or disclosure of any confidential information or the provision of any employment, consulting or other services.

(b) The Company hereby represents and warrants to Executive, as follows: (i) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate action of the Company; and (ii) this Agreement constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms, except that such enforcement may be subject to any bankruptcy, insolvency, reorganization, fraudulent transfer or other laws, now or hereafter in effect, relating to or limiting creditors' rights generally.

15. Notices

All notices given hereunder shall be in writing and shall be deemed effectively given when mailed, if sent by registered or certified mail, return receipt requested, addressed to Executive at his address set forth on the first

page of this Agreement, and to the Company at its address set forth on the first page of this Agreement, Attention: Barry Siegel, Chairman of the Board, with a copy to Meritz & Muenz LLP., Three Hughes Place, Dix Hills, New York 11746, Attention: Lawrence A. Muenz, or at such address as such party shall have designated by a notice given in accordance with this Paragraph 15, or when actually received by the party for whom intended, if sent by any other means.

16. Entire Agreement

This Agreement constitutes the entire understanding of the parties with respect to its subject matter and no change, alteration or modification hereof may be made except in writing signed by the parties hereto. Any prior or other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

17. Severability

If any provision of this Agreement shall be unenforceable under any applicable law, then notwithstanding such unenforceability, the remainder of this Agreement shall continue in full force and effect.

18. Waivers, Modifications, Etc.

No amendment, modification or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

19. Assignment

Neither this Agreement. nor any of Executive's rights, powers, duties or obligations hereunder, may be assigned by Executive. This Agreement shall be binding upon and inure to the benefit of Executive and his heirs and legal representatives and the Company and its successors and assigns. Successors of the Company shall include, without limitation, any corporation or corporations acquiring, directly or indirectly, all or substantially all of the assets of the Company, whether by merger, consolidation, purchase, lease or otherwise, and such successor shall thereafter be deemed "the Company" for the purpose hereof.

20. Applicable Law

This Agreement shall be deemed to have been made, drafted, negotiated and the transactions contemplated hereby consummated and fully performed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules thereof. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any statute, law, ordinance, order or regulation, contrary to which the parties hereto have no legal right to contract, the latter shall prevail, but in such event any provision of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.

21. Jurisdiction and Venue

It is hereby irrevocably agreed that all actions, suits or proceedings between the Company and Executive arising out of, in connection with or relating to this Agreement shall be exclusively heard and determined in, and the parties do hereby irrevocably submit to the exclusive jurisdiction of, the Supreme Court of the State of New York for Nassau or Suffolk County or the United States District Court for the Eastern District of New York. The parties also agree that a final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties hereby unconditionally waive any objection which either of them may now or hereafter have to the venue of any such action, suit or proceeding brought in any of the aforesaid courts, and waive any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

22. Full Understanding

Executive represents and agrees that he fully understands his right to discuss all aspects of this Agreement with his private attorney, that to the extent, if any, that he desired, he availed himself of this right, that he has carefully read and fully understands all of the provisions of this Agreement, that he is competent to execute this Agreement. that his agreement to execute this Agreement has not been obtained by any duress and that he freely and voluntarily enters into it, and that he has read this document in its entirety and fully understands the meaning, intent and consequences of this document which is that it constitutes an agreement of employment.

23. Severance

(a) Severance Benefits. If the Executive's employment shall be terminated by the Company within one (1) year after a Change in Control of the Company, for reasons other than for Termination for Cause, Retirement, Death or Disability, or terminated by the Executive for Good Reason within one (1) year after a Change in Control of the Company, then, subject to the limitations set forth in Subparagraph 23(c) below, the Executive shall be entitled to the benefits provided below:

(i) the Company shall pay the Executive the Executive's full base salary through the Date of Termination at the rate equal to the greater of the rate in effect on the date prior to the Change in Control and the rate in effect at the time Notice of Termination is given, plus all other amounts to which the Executive is entitled under any compensation plan of the Company in effect on the date, the payments are due, except as otherwise provided below;

(ii) in lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination, except as provided in Paragraph 23(c) below, the Company shall pay as severance pay to the Executive a lump sum severance payment equal to 100% of the Executive's annual salary as determined on the Date of Termination or the date on which a Change in Control occurs, whichever is greater;

(b) Date Benefits Due. The payments provided for in Paragraph 23(a) above shall be made not later than the fifth day following the Date of Termination, provided, however, that if the amounts of such payments cannot be finally determined on or before such day, the Company shall pay to the Executive on such day an estimate, as determined in good faith by the Company, of the minimum amount of such payments and shall pay the remainder of such payments (together with interest at the rate provided in Section 7872(f)(2) of the Code) as soon as the amount thereof can be determined but in no event later than the thirtieth day after the Date of Termination. In the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to the Executive repayable on the fifth day after demand by the Company (together with interest at the rate provided in Section 7872(f)(2) of the Code).

(c) Reduction to Avoid Non-Deductibility. Any of the other provisions of this Agreement notwithstanding, if any payment to be made by the Company pursuant to this Agreement to the Executive or for the Executive's benefit (the "Payments") otherwise would not be deductible by the

Company for Federal income tax purposes due to the provisions of the Code Section 280G, the aggregate present value (determined as of the date of the Change in Control) of the Payments shall be reduced (but not to a negative amount) to an amount expressed in the present value as of such date (the "Reduced Amount") that maximizes the present value of the Payments without causing any payment to be nondeductible by the Company due to the Code Section 280G. The determination of the Reduced Amount and the accompanying reduction in Payments shall be made by the independent certified public accountants for the Company. Any such decrease in Payments shall be applied to the amounts to be paid to the Executive or for the Executive's benefit hereunder in the following order but only to the extent such amounts would be taken into account in determining whether the Payments constitute "parachute payments" within the meaning of the Code Section 280G(b)(2)(A): (i) to decrease the amounts payable to the Executive pursuant to Subparagraph 5(c); (ii) to decrease the amounts payable to the Executive pursuant to Subparagraph 23(a)(ii);

(d) Determination of Reduced Amount. The determination of the Reduced Amount and of the reduction in the Payments shall be communicated to the Executive in writing by the Company. If the Executive does not agree with such determinations, the Executive may give written notice of such disagreement to the Board within five (5) days of the Executive's receipt of the determination, and within fifteen (15) days after the Executive's notice of disagreement, the Executive shall deliver to the Board the Executive's calculation of the reduction in Payments. If the Executive fails to give notice of disagreement or to furnish the Executive's calculation in accordance with the provisions of the immediately preceding sentence, the Executive shall be conclusively deemed to have accepted the determinations made by the independent public accountants for the Company. If the accountants for the Company and the Executive's accountants are unable to agree upon the reduction of Payments within ten (10) days of the receipt of the Board of the Executive's calculation, the determination of the reduction in Payments shall be made by a third accounting firm picked by the Company's accountants and the Executive's accountants (the "Arbiter") whose determination shall be final and binding upon the Executive and the Company, except to the extent provided below. The Company shall withhold for income tax purposes all amounts that the Company's independent certified public accountants believe that the Company is required to withhold.

(e) Arbiter to Resolve Disputes. The Arbiter's and the Company's accountant's fees shall be borne solely by the Company. The Executive's accountant's fees shall be borne by the Executive.

(f) Final Payment. As promptly as practicable after the final

determination of the reduction in Payments, the Company shall pay to the Executive or for the Executive's benefit the amounts determined to be payable.

(g) IRS Ruling. In the event there is a final determination by the Internal Revenue Service or by a court of competent jurisdiction that any portion of the Payments are not deductible by the Company by reason of Section 280G, then the amount of the Payments that exceeds the amount deductible by the Company shall be deemed to be a loan by the Company to the Executive, which shall be repaid by the Executive five (5) days after delivery of a demand by the Company therefor together with interest from the date paid by the Company to the date repaid by the Executive at the rate provided for a demand loan in Section 7872(f)(2) of the Code.

(h) Interpretation. The provisions of this Paragraph 23 shall be interpreted in a manner that will avoid the disallowance of a deduction to the Company pursuant to Section 280G and the imposition of excise taxes on the Executive under Section 4899 of the Code.

(i) Definitions. For the purposes of this Agreement, the following terms shall mean:

(i) "Incumbent Board" shall mean the members of the Board, who were members of the Board prior to the date of this Agreement.

(ii) "Subsidiary" shall mean any corporation of which an amount of voting securities sufficient to elect at least a majority of the directors of such corporation is beneficially owned, directly or indirectly, by the Company, or is otherwise controlled by the Company.

(iii) "Good Reason" shall mean, without the Executive's express written consent, the occurrence of any of the following circumstances unless, such circumstances are fully corrected prior to the Date of Termination specified in the Notice of Termination, as defined in Paragraphs 23(i)(iv) and (v), respectively, given in respect thereof:

(A) the assignment to the Executive of any duties inconsistent with the Executive's status as President of driversshield.com ADS Corp., or a substantial adverse alteration in the nature or status of the Executive's responsibilities from those in effect immediately prior to a Change in Control of the Company;

(B) a reduction by the Company in the Executive's annual base salary as in effect on the date hereof or as the same may be increased from time to time, except for across-the-board salary reductions similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company;

(C) the relocation of the Company's principal executive offices to a location which is not within the boundaries of Nassau and Suffolk counties within the State of New York or Miami-Dade, Broward or Palm Beach counties within the State of Florida, except for required travel on the Company's business to an extent substantially consistent with the Executive's present business travel obligations, or the adverse and substantial alteration of the office space or secretarial or support services provided to the Executive for the performance of the Executive's duties;

(D) the failure by the Company, without the Executive's consent, to pay to the Executive any portion of the Executive's current compensation, except pursuant to an across-the-board compensation deferral similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company, or the failure by the Company to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;

(E) the failure by the Company to continue in effect any compensation plan in which the Executive participates that is material to the Executive's total compensation, including but not limited to the Company's Incentive Stock Option Plan, 401(k) plan, cafeteria or salary reduction plan, or any other or substitute plans adopted prior to a Change in Control of the Company, unless an equitable arrangement (embodied in an ongoing

substitute or alternative plan) has been made with respect to such plan, or the failure by the Company to continue the Executive's participation therein (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount of benefits provided and the level of the Executive's participation relative to other participants, than the Executive's participation as it existed at the time of a Change in Control of the Company;

(F) unless such action is pursuant to an across-the-board reduction in benefits similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company, the failure by the Company to continue to provide the Executive with benefits substantially similar to those enjoyed by the Executive under any of the Company's pension, life insurance, automobile reimbursement, Company credit card, medical, health and accident, or disability plans, if any, in which the Executive was participating at the time of a Change in Control of the Company, or the taking of any action by the Company that would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of a Change in Control of the Company, or the failure by the Company to provide the Executive with the number of paid vacation or sick days to which the Executive

is entitled under this Agreement at the time of a Change in Control of the Company;

(G) the failure of the Company to obtain a satisfaction agreement from any successor to assume and agree to perform this Agreement, as contemplated in Paragraph 5 hereof; or

(H) any purported termination of the Executive's employment that is not affected pursuant to a Notice of Termination satisfying the requirements of Subparagraph 8(c)(iv) below (and, if applicable, the requirement of Paragraph 6 above); for purposes of this Agreement, no such purported termination shall be effective.

The Executive's right to terminate the Executive's employment pursuant to this paragraph shall not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment shall not constitute consent to, or a waiver of right with respect to, any circumstances constituting Good Reason hereunder.

(iv) "Notice of Termination" shall mean a notice that shall indicate the specific termination provision of this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

(v) "Date of Termination" shall mean (A) if employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided, that the Executive shall not return to the full-time performance of the Executive's duties during such thirty (30) day period), or (B) if employment is terminated due to Death of the Executive, upon receipt of Notice of Termination or (C) if employment is terminated pursuant to any other provision in this Agreement, the date specified in Notice of Termination (which, in the case of a termination pursuant to any provision of this Agreement other than for Disability and Death shall not be less than fifteen (15) nor more than sixty (60) days, respectively, from the date such Notice of Termination is given).

Notwithstanding the above, provided, that if within fifteen (15) days after any Notice of Termination is given to the Executive or prior to the Date of Termination (as determined without regard to this provision) the Executive receiving such Notice of Termination notifies the Company that a dispute exists concerning such termination, that during the pendency of any such dispute, the Company will continue to pay the Executive his full compensation in effect when the notice giving rise to the dispute was given (including, but not limited to, base salary) and continue the Executive as a participant in all compensation, benefit, and insurance plans in which the Executive was participating when the notice giving rise to the dispute was

given, until the dispute is finally resolved. However, should final resolution of the dispute result in the Notice of Termination being affirmed in the forum, as set forth in Paragraph 21, utilized for resolving said dispute, then the Executive shall be liable to the Company for all compensation, benefit, and insurance plans paid and/or provided to the Executive during the period that the Notice of Termination was in dispute.

Amounts paid under this subparagraph are prior to all other amounts due under this Agreement and shall not reduce any other amounts due under this Agreement, which other amounts shall be in addition to, and shall not be offset by, amounts due under this subparagraph.

Anything to the contrary herein notwithstanding, twenty-four hours after written notice to the Executive, the Company may relieve the Executive of authority to act on behalf of, or legally bind, the Company, provided, that any such action by the Company shall be without prejudice to the Executive's right to the compensation and benefits provided under this Agreement and the Executive's right to termination hereunder under such circumstances and with the compensation and benefits following such termination as provided in this Agreement.

(vi) "Disability"- If the Executive, due to physical or mental illness or incapacity, is unable fully to perform his duties herein for twelve (12) consecutive months.

(vii) "Death"- If the Executive shall die during the term of this Agreement.

(viii) ""Retirement"- Shall mean termination in accordance with the Company's retirement policy, if any, including early retirement, generally applicable to its salaried employees or in accordance with any retirement arrangement established with the Executive's consent with respect to the Executive.

(ix) "Change in Control"- . No benefits shall be payable hereunder unless an event as set forth below, shall have occurred (hereinafter called a "Change in Control"):

(a) Any person including any individual, firm, partnership or other entity, together with all Affiliates and Associates (as defined by ss.240.12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") of such person, directly or indirectly acquires securities of the Company's then outstanding securities representing thirty percent (30%) or more of the voting securities of the Company, such person being hereinafter referred to as an Acquiring Person; or, but excluding:

(A) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, or

(B) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the Company, or

(C) the Company or any Subsidiary of the Company, is or becomes the Beneficial Owner (as defined in Rule 13d-3 under the Exchange Act),or

(D)a person who acquires securities of the Company directly from the Company pursuant to a transaction that has been approved by a vote of at least a majority of the Incumbent Board, or

(b) Individuals who, on the date hereof, constitute the Incumbent Board shall cease for any reason to constitute a majority of the Board; or

(c) The stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the

surviving entity) at least 70% of the combined voting power of the voting securities of the Company or such other surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

24. Legal Fees

The Company shall bear the cost of the Executive's legal fees regarding any dispute or controversy arising under or in connection with this Agreement should the dispute be finally adjudicated in favor of the Executive.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

DRIVERSSHIELD.COM CORP.

By: _____

Title: _____

Dated: _____

BARRY J. SPIEGEL

By: _____

Dated: _____

EXHIBIT 10.4

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (the "Agreement") dated February 4, 2002 by and between driversshield.com Corp., a New York corporation with an address at 51 East Bethpage Road, Plainview, New York 11803 (the "Company"), and Phil Kart, residing at 115 Ardmore Avenue, Melville, NY 11747 (the "Executive").

W I T N E S S E T H

WHEREAS, the Company desires that Executive be employed by it and render services to it, and Executive is willing to be so employed and to render such services to the Company, all on the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment

Subject to and upon the terms and conditions contained in this Agreement, the Company hereby employs Executive, for the period set forth in Paragraph 2 (subject to the terms and conditions of this Agreement), to render the services to the Company, its affiliates and/or subsidiaries described in Paragraph 3.

2. Term

The Executive's term of employment under this Agreement shall commence on January 1, 2002 (the "Commencement Date") and shall continue for a period of twenty-four months (24) months, terminating on

December 31, 2002 (the "Expiration Date"), unless earlier terminated under the terms and conditions herein (the "Employment Term").

3. Duties

(a) Executive's responsibilities shall be to manage and direct the accounting and financial affairs of the Company as shall from time to time be designated by the Chief Executive Officer ("CEO") of the Company. The Executive shall be based in the corporate headquarters of the Company that shall be located in the New York counties of Nassau or Suffolk, or the Florida counties of Palm Beach, Broward or Miami-Dade. and shall have the title of Senior Vice President, Treasurer and Chief Financial Officer.

(b) Executive agrees to abide by all By-Laws and policies of the Company promulgated from time to time by the Company.

4. Exclusive-Services and Best Efforts

Executive shall devote his entire working time, attention, best efforts and ability exclusively to the service of the Company, its affiliates and subsidiaries during the term of this Agreement.

5. Compensation

(a) Base Salary. Commencing on the Commencement Date, the Executive shall receive an annual salary, payable pursuant to the Company's normal payroll procedures in place from time to time, during the Employment

Term, in the amount of One Hundred Forty Thousand Dollars ($10,000), subject to all required federal, state and local payroll deductions. The Executive's Base Salary may be increased upon the recommendation of the CEO and the approval of the Board of Directors.

(b) Incentive Compensation. The Executive shall participate in the Company's Corporate Incentive Compensation Program as approved and authorized by the Board of Directors of the Company, subject to amendment by the Board of Directors or the Compensation Committee of the Board of Directors of the Company.

(c) The Executive shall be granted a stock option under the Company's 1995 Incentive Stock Plan (the "Plan") with the right to purchase up to 150,000 shares of the Company's common stock (the "Stock Option").

The Stock Option shall be granted at a price equal to the closing price of the Company's common stock as quoted on The Nasdaq SmallCap Stock Market on the Commencement Date. The Stock Option shall become exercisable in one-third increments upon the first, second and third anniversary of the Stock Option grant. Additionally, should a Change in Control, as hereinafter defined, occur, only to the extent that the Company does not lose any deductions that would be otherwise be deductible under Section 280G of the Internal Revenue Code, the Employee's Stock Option shall become fully exercisable. The Company will provide the Executive a Stock Option Contract for his signature that will set out the terms of the option. This Stock Option shall be subject to the terms of the Plan.

6. Business Expenses

Executive shall be reimbursed for only those business expenses incurred by him (a) which are reasonable and necessary for Executive to perform his duties under this Agreement in accordance with policies established from time to time by the Company, and (b) for which Executive has submitted vouchers and/or receipts. The Executive shall be issued a corporate credit card that he shall use solely for business expenses that are reasonable and necessary for the Executive to perform his duties under this Agreement in accordance with policies established from time to time by the Company

7. Executive Benefits

During the Employment Term, Executive shall participate, to the extent he is eligible under the terms and conditions thereof, in any health, life, disability insurance, or 401(k) plan, or other employee benefit plans maintained by Employer (but nothing herein shall obligate the Company to establish or maintain any such benefit plan). Executive will not be covered under the Company's health insurance until the Executive has been employed by the Company for more than ninety (90) days. The Executive shall be reimbursed for any payments he must make to continue his health insurance under the COBRA benefits offered by his former employer, until the Executive is covered under the Company's health insurance plan.

The Company shall pay the Executive a monthly automobile allowance of Four Hundred Dollars ($400).

8. Vacation and Sick Leave

Executive shall be entitled to three (3) weeks of vacation per annum during the Employment Term, to be taken at such times as may be mutually agreed upon by the Company and Executive. The Executive shall be entitled to one (1) week of sick leave per annum during the Employment Term.

9. Death and Disability

(a) The Employment Term shall terminate on the date of Executive's death, in which event Executive's salary payable pursuant to

Paragraph 5 and any accrued vacation, through the date of Executive's death, shall be paid to his estate. Executive's estate will not be entitled to any other compensation upon termination of this Agreement pursuant to this Paragraph 9(a).

(b) If during the Employment Term, Executive, because of physical or mental illness or incapacity, shall become substantially unable to perform the duties and services required of him under this Agreement for a period of forty-five (45) consecutive days or ninety (90) days in the aggregate in any one calendar year, the Company may, upon at least ten (10) days' prior written notice given at any time after the expiration of such 45 or 90-day period, as the case may be, to Executive of its intention to do so, terminate this Agreement as of such date as may be set forth in the notice. In case of such termination, Executive shall be entitled to receive his salary payable pursuant to Paragraph 5 through the date of termination. Executive will not be entitled to any other compensation upon termination of this Agreement pursuant to this Paragraph 9(b).

10. Termination

(a) The Company may terminate the employment of Executive For Cause (as hereinafter defined). Upon such termination, the Company shall be released from any and all further obligations under this Agreement, except that the Company shall be obligated to pay Executive the unpaid prorated salary pursuant to Paragraph 5 earned or accrued up through the day on which Executive is terminated.

(b) The Company may terminate the employment of Executive Without Cause (as hereinafter defined). Upon such termination, the Company shall be released from any and all further obligations under this Agreement, except that the Company shall be obligated to pay Executive the unpaid

prorated salary pursuant to Paragraph 5 earned or accrued up through the day on which Executive is terminated, in addition to the lesser of (i) Base Salary and other employee benefits, as set forth in Paragraph 7, for a twelve (12) month period from the date employment is terminated, or (ii) the Base Salary and other employee benefits that would have been paid the Executive from the date employment is terminated through the Expiration Date.

(c) As used herein, the term "For Cause" shall mean:

(i) any material breach of this Agreement by Executive that, in the case of a breach that may be cured or remedied, is not cured or remedied to the reasonable satisfaction of the Company within 30 days after notice is given by the Company to Executive, setting forth in reasonable detail the nature of such breach;

(ii) Executive's failure to perform his duties and services hereunder to the reasonable satisfaction of the CEO of the Company that, in the case of any such failure that may be cured or remedied, is not cured or remedied to the reasonable satisfaction of the Company within 30 days after notice is given by the Company to Executive, setting forth in reasonable detail the nature of such failure;

(iii) any material act, or material failure to act, by Executive in bad faith and to the material detriment of the Company; or

(iv) commission by Executive of a material act involving moral turpitude, dishonesty, unethical business conduct, or any other conduct that significantly impairs the reputation of the Company, its subsidiaries or affiliates.

(v) the conviction of the Executive of a felony, including the plea of nolo contendere

(d) As used herein, the term "Without Cause" shall mean:

(i) Termination by the Company of the Executive's employment for any reason other than For Cause, Death or Disability.

11. Disclosure of Information and Restrictive Covenant

(a) Executive acknowledges that, by his employment, he has been and will be in a confidential relationship with the Company and will have access to confidential information and trade secrets of the Company, its subsidiaries and affiliates, including, but not limited to, confidential information or trade secrets belonging or relating to the Company, its subsidiaries, affiliates, customers and/or clients or proprietary processes or procedures of the Company, its subsidiaries, affiliates, customers and/or clients. Proprietary

processes and procedures shall include, but shall not be limited to, all information which is known only to employees of the Company, its respective subsidiaries and affiliates or others in a confidential relationship with the Company or its respective subsidiaries and affiliates which relates to business matters. Confidential information and trade secrets include, but are not limited to, customer and client lists, price lists, marketing and sales strategies and procedures, operational and equipment techniques, business plans and systems, quality control procedures and systems, special projects and technological research, including projects, research and reports for any entity or client or any project, research, report or the like concerning sales or manufacturing or new technology, employee compensation plans and any other information relating thereto, and any other records, files, drawings, inventions, discoveries, applications or processes which are not in the public domain (all the foregoing shall be referred to herein as the "Confidential Information"). Executive agrees that in consideration of the execution of this Agreement by the Company, he will not use, or disclose to any third party, any of the Confidential Information, other than as required to perform his services hereunder or as directed or authorized by the Company's Board of Directors or President.

(b)

(i) Executive will not, at any time prior to the Expiration Date, or if the Executive's employment shall terminate prior to the Expiration Date, then for a period of one (1) year after the Executive ceases to be employed by the Company, engage in or participate in any business activity, including, but not limited to, acting as a director, officer, employee, agent, independent contractor, partner, consultant, licensor or licensee, franchiser or franchisee, proprietor, syndicate member, or shareholder that operates a business or activity which competes with any business or activity engaged in by the Company.

(ii) Any time during his employment by the Company or after the Executive ceases to be employed by the Company, divulge to any persons, firms or corporations, other than the Company (hereinafter referred to collectively as "third parties"), or use or allow or cause or authorize any third parties to use, any such Confidential Information; and

(iii) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, solicit or cause or authorize directly or indirectly to be solicited, for or on behalf of the Executive or third parties, any business from persons, firms, corporations or other entities who were at any time within one (1) year prior to the cessation of his employment hereunder, customers of the Company; and

(iv) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, accept or cause or authorize directly or indirectly to be accepted, for or on behalf of the Executive or third parties, any business from any such customers of this Company; and

(v) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, solicit or cause or authorize directly or indirectly to be solicited for employment, for or on behalf of the Executive or third parties, any persons who were at any time within one year prior to the cessation of his employment hereunder, employees of the Company; and

(VI) AT ANY TIME DURING HIS EMPLOYMENT BY THE COMPANY AND FOR A PERIOD OF ONE YEAR AFTER THE EXECUTIVE CEASES TO BE EMPLOYED BY THE COMPANY, EMPLOY OR CAUSE OR AUTHORIZE DIRECTLY OR INDIRECTLY TO BE EMPLOYED, FOR OR ON BEHALF OF THE EXECUTIVE OR THIRD PARTIES, ANY SUCH EMPLOYEES OF THE COMPANY; AND

(vii) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, compete with the Company in any fashion or work for, advise, be a consultant to or an officer, director, agent or employee of or otherwise associate with any person, firm, corporation or other entity which is engaged in or plans to engage in a business or activity which competes with any business or activity engaged in by the Company, or which is under development or in a planning stage by the Company.

(viii) Notwithstanding the above, subparagraphs 11(b)(v) and (vi) shall not restrict the Executive from assisting employees of the Company from seeking employment outside of the Company following such employees' termination from employment with the Company, or its affiliates, or following notification by the Company to such employees that their employment with the Company, or its affiliates, will terminate in the future.

(c) Executive will not induce or persuade other employees of the Company to join him in any activity prohibited by Paragraph 11 or 12.

(d) This Paragraph 11 and Paragraph 12, 13, 14, 21. 23 and 24 shall survive the expiration or termination of the Agreement for any reason.

(e) It is expressly agreed by Executive that the nature and scope of each of the provisions set forth in Paragraphs 11 and 12 are reasonable and necessary. If, for any reason, any aspect of these provisions as they apply to Executive is determined by a court of competent jurisdiction to be unreasonable or unenforceable, the provisions shall only be modified to the minimum extent required to make the provisions reasonable and/or enforceable, as the case may be. Executive acknowledges and agrees that his services are of a unique character and expressly grants to the Company or any subsidiary, successor or assignee of the Company, the right to enforce the provisions above through the use of all remedies available at law or in equity, including, but not limited to, injunctive relief.

12. Company Property

(a) Any patents, inventions, discoveries, applications, processes or designs, devised, planned, applied, created, discovered or invented by Executive in the course of Executive's employment under this Agreement and which pertain to any aspect of the Company's or its respective subsidiaries' or affiliates' businesses shall be the sole and absolute property of the Company, and Executive shall make prompt report thereof to the Company and promptly execute any and all documents reasonably requested to assure the Company the full and complete ownership thereof.

(b) All records, files, lists, including computer generated lists, drawings, documents, equipment and similar items relating to the Company's business which Executive shall prepare or receive from the Company shall remain the Company's sole and exclusive property. Upon termination of the Employment Term, or, if earlier, upon demand by the Company, Executive shall promptly return to the Company all property of the Company in his possession. Executive further represents that he will not copy or cause to be copied, print out or cause to be printed out any software, documents or other materials originating with or belonging to the Company. Executive covenants that, upon termination of his employment with the Company, he will not retain in his possession any such software, documents or other materials.

13. Remedy

It is mutually understood and agreed that Executive's services are special, unique, unusual, extraordinary and of an intellectual character giving them a peculiar value, the loss of which cannot be reasonably or adequately

compensated in damages in an action at law. Accordingly, in the event of any

breach of this Agreement by Executive, including, but not limited to, the breach of the nondisclosure, non-solicitation and non-compete clauses under Paragraphs 11 and 12 hereof, the Company shall be entitled to equitable relief by way of injunction or otherwise in addition to damages the Company may be entitled to recover. Nothing herein shall be deemed to restrict any remedy available to Executive for breach of the Agreement by the Company.

14. Representations and Warranties of Executive and the Company

(a) In order to induce the Company to enter into this Agreement, Executive hereby represents and warrants to the Company as follows: (i) Executive has the legal capacity and unrestricted right to execute and deliver this Agreement once to perform all of his obligations hereunder: (ii) the execution and delivery of this Agreement by Executive and the performance of his obligations hereunder will not violate or be in conflict with any fiduciary or other duty, instrument, agreement, document, arrangement or other understanding to which Executive is a party or by which he is or may be bound or subject; and (iii) Executive is not a party to any instrument, agreement, document, arrangement or other understanding with any person (other than the Company) requiring or restricting the use or disclosure of any confidential information or the provision of any employment, consulting or other services.

(b) The Company hereby represents and warrants to Executive, as follows: (i) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate action of the Company; and (ii) this Agreement constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms, except that such enforcement may be subject to any bankruptcy, insolvency, reorganization, fraudulent transfer or other laws, now or hereafter in effect, relating to or limiting creditors' rights generally.

15. Notices

All notices given hereunder shall be in writing and shall be deemed effectively given when mailed, if sent by registered or certified mail, return receipt requested, addressed to Executive at his address set forth on the first page of this Agreement, and to the Company at its address set forth on the first page of this Agreement, Attention: Barry Siegel, Chairman of the Board, with a copy to Meritz & Muenz LLP., Three Hughes Place, Dix Hills, New York 11746, Attention: Lawrence A. Muenz, or at such address as such party shall have designated by a notice given in accordance with this Paragraph 15, or

when actually received by the party for whom intended, if sent by any other means.

16. Entire Agreement

This Agreement constitutes the entire understanding of the parties with respect to its subject matter and no change, alteration or modification hereof may be made except in writing signed by the parties hereto. Any prior or other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

17. Severability

If any provision of this Agreement shall be unenforceable under any applicable law, then notwithstanding such unenforceability, the remainder of this Agreement shall continue in full force and effect.

18. Waivers, Modifications, Etc.

No amendment, modification or waiver of any provision of this Agreement

shall be effective unless the same shall be in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

19. Assignment

Neither this Agreement. nor any of Executive's rights, powers, duties or obligations hereunder, may be assigned by Executive. This Agreement shall be binding upon and inure to the benefit of Executive and his heirs and legal representatives and the Company and its successors and assigns. Successors of the Company shall include, without limitation, any corporation or corporations acquiring, directly or indirectly, all or substantially all of the assets of the Company, whether by merger, consolidation, purchase, lease or otherwise, and such successor shall thereafter be deemed "the Company" for the purpose hereof.

20. Applicable Law

This Agreement shall be deemed to have been made, drafted, negotiated and the transactions contemplated hereby consummated and fully performed in the State of New York and shall be governed by and construed in

accordance with the laws of the State of New York, without regard to the conflicts of law rules thereof. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any statute, law, ordinance, order or regulation, contrary to which the parties hereto have no legal right to contract, the latter shall prevail, but in such event any provision of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.

21. Jurisdiction and Venue

It is hereby irrevocably agreed that all actions, suits or proceedings between the Company and Executive arising out of, in connection with or relating to this Agreement shall be exclusively heard and determined in, and the parties do hereby irrevocably submit to the exclusive jurisdiction of, the Supreme Court of the State of New York for Nassau or Suffolk County or the United States District Court for the Eastern District of New York. The parties also agree that a final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties hereby unconditionally waive any objection which either of them may now or hereafter have to the venue of any such action, suit or proceeding brought in any of the aforesaid courts, and waive any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

22. Full Understanding

Executive represents and agrees that he fully understands his right to discuss all aspects of this Agreement with his private attorney, that to the extent, if any, that he desired, he availed himself of this right, that he has carefully read and fully understands all of the provisions of this Agreement, that he is competent to execute this Agreement. that his agreement to execute this Agreement has not been obtained by any duress and that he freely and voluntarily enters into it, and that he has read this document in its entirety and fully understands the meaning, intent and consequences of this document which is that it constitutes an agreement of employment.

23. Severance

(a) Severance Benefits. If the Executive's employment shall be terminated by the Company within one (1) year after a Change in Control of

the Company, for reasons other than for Termination for Cause, Retirement, Death

or Disability, or terminated by the Executive for Good Reason within one (1) year after a Change in Control of the Company, then, subject to the limitations set forth in Subparagraph 23(c) below, the Executive shall be entitled to the benefits provided below:

(i) the Company shall pay the Executive the Executive's full base salary through the Date of Termination at the rate equal to the greater of the rate in effect on the date prior to the Change in Control and the rate in effect at the time Notice of Termination is given, plus all other amounts to which the Executive is entitled under any compensation plan of the Company in effect on the date, the payments are due, except as otherwise provided below;

(ii) in lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination, except as provided in Paragraph 23(c) below, the Company shall pay as severance pay to the Executive a lump sum severance payment equal to One Hundred Percent (100%) of the Executive's annual salary as determined on the Date of Termination or the date on which a Change in Control occurs, whichever is greater;

(b) Date Benefits Due. The payments provided for in Paragraph 23(a) above shall be made not later than the fifth day following the Date of Termination, provided, however, that if the amounts of such payments cannot be finally determined on or before such day, the Company shall pay to the Executive on such day an estimate, as determined in good faith by the Company, of the minimum amount of such payments and shall pay the remainder of such payments (together with interest at the rate provided in Section 7872(f)(2) of the Code) as soon as the amount thereof can be determined but in no event later than the thirtieth day after the Date of Termination. In the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to the Executive repayable on the fifth day after demand by the Company (together with interest at the rate provided in Section 7872(f)(2) of the Code).

(c) Reduction to Avoid Non-Deductibility. Any of the other provisions of this Agreement notwithstanding, if any payment to be made by the Company pursuant to this Agreement to the Executive or for the Executive's benefit (the "Payments") otherwise would not be deductible by the Company for Federal income tax purposes due to the provisions of the Code Section 280G, the aggregate present value (determined as of the date of the Change in Control) of the Payments shall be reduced (but not to a negative amount) to an amount expressed in the present value as of such date (the

"Reduced Amount") that maximizes the present value of the Payments without causing any payment to be nondeductible by the Company due to the Code Section 280G. The determination of the Reduced Amount and the accompanying reduction in Payments shall be made by the independent certified public accountants for the Company. Any such decrease in Payments shall be applied to the amounts to be paid to the Executive or for the Executive's benefit hereunder in the following order but only to the extent such amounts would be taken into account in determining whether the Payments constitute "parachute payments" within the meaning of the Code Section 280G(b)(2)(A): (i) to decrease the amounts payable to the Executive pursuant to Subparagraph 5(c); (ii) to decrease the amounts payable to the Executive pursuant to Subparagraph 23(a)(ii);

(d) Determination of Reduced Amount. The determination of the Reduced Amount and of the reduction in the Payments shall be communicated to the Executive in writing by the Company. If the Executive does not agree with such determinations, the Executive may give written notice of such disagreement to the Board within five (5) days of the Executive's receipt of the determination, and within fifteen (15) days after the Executive's notice of disagreement, the Executive shall deliver to the Board the Executive's calculation of the reduction in Payments. If the Executive fails to give notice of disagreement or to furnish the Executive's calculation in accordance with the provisions of the immediately preceding sentence, the Executive shall be conclusively deemed to have accepted the determinations made by the independent public accountants for the Company. If the accountants for the Company and the Executive's accountants are unable to agree upon the reduction of Payments within ten (10) days of the receipt of the Board of the Executive's calculation, the determination of the reduction in Payments shall be made by a third accounting firm picked by the Company's accountants and the Executive's accountants (the "Arbiter") whose

determination shall be final and binding upon the Executive and the Company, except to the extent provided below. The Company shall withhold for income tax purposes all amounts that the Company's independent certified public accountants believe that the Company is required to withhold.

(e) Arbiter to Resolve Disputes. The Arbiter's and the Company's accountant's fees shall be borne solely by the Company. The Executive's accountant's fees shall be borne by the Executive.

(f) Final Payment. As promptly as practicable after the final determination of the reduction in Payments, the Company shall pay to the Executive or for the Executive's benefit the amounts determined to be payable.

(g) IRS Ruling. In the event there is a final determination by the Internal Revenue Service or by a court of competent jurisdiction that any

portion of the Payments are not deductible by the Company by reason of Section 280G, then the amount of the Payments that exceeds the amount deductible by the Company shall be deemed to be a loan by the Company to the Executive, which shall be repaid by the Executive five (5) days after delivery of a demand by the Company therefor together with interest from the date paid by the Company to the date repaid by the Executive at the rate provided for a demand loan in Section 7872(f)(2) of the Code.

(h) Interpretation. The provisions of this Paragraph 23 shall be interpreted in a manner that will avoid the disallowance of a deduction to the Company pursuant to Section 280G and the imposition of excise taxes on the Executive under Section 4899 of the Code.

(i) Definitions. For the purposes of this Agreement, the following terms shall mean:

(i) "Incumbent Board" shall mean the members of the Board, who were members of the Board prior to the date of this Agreement.

(ii) "Subsidiary" shall mean any corporation of which an amount of voting securities sufficient to elect at least a majority of the directors of such corporation is beneficially owned, directly or indirectly, by the Company, or is otherwise controlled by the Company.

(iii) "Good Reason" shall mean, without the Executive's express written consent, the occurrence of any of the following circumstances unless, such circumstances are fully corrected prior to the Date of Termination specified in the Notice of Termination, as defined in Paragraphs 23(i)(iv) and (v), respectively, given in respect thereof:

(A) the assignment to the Executive of any duties inconsistent with the Executive's status as Senior Vice President and Chief Financial Officer of the Company, or a substantial adverse alteration in the nature or status of the Executive's responsibilities from those in effect immediately prior to a Change in Control of the Company;

(B) a reduction by the Company in the Executive's annual base salary as in effect on the date hereof or as the same may be increased from time to time, except for across-the-board salary reductions similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company;

(C) the relocation of the Company's principal executive offices to a location which is not within the boundaries of Nassau and Suffolk counties within the State of New York or Miami-Dade, Broward or Palm Beach counties within the State of Florida, except for required travel on the Company's business to an extent substantially consistent with the Executive's present business travel obligations, or the adverse and substantial

alteration of the office space or secretarial or support services provided to the Executive for the performance of the Executive's duties;

(D) the failure by the Company, without the

Executive's consent, to pay to the Executive any portion of the Executive's current compensation, except pursuant to an across-the-board compensation deferral similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company, or the failure by the Company to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;

(E) the failure by the Company to continue in effect any compensation plan in which the Executive participates that is material to the Executive's total compensation, including but not limited to the Company's Incentive Stock Option Plan, 401(k) plan, cafeteria or salary reduction plan, or any other or substitute plans adopted prior to a Change in Control of the Company, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan, or the failure by the Company to continue the Executive's participation therein (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount of benefits provided and the level of the Executive's participation relative to other participants, than the Executive's participation as it existed at the time of a Change in Control of the Company;

(F) unless such action is pursuant to an across-the-board reduction in benefits similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company, the failure by the Company to continue to provide the Executive with benefits substantially similar to those enjoyed by the Executive under any of the Company's pension, life insurance, automobile reimbursement, Company credit card, medical, health and accident, or disability plans, if any, in which the Executive was participating at the time of a Change in Control of the Company, or the taking of any action by the Company that would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of a Change in Control of the Company, or the failure by the Company to provide the Executive with the number of paid vacation or sick days to which the Executive is entitled under this Agreement at the time of a Change in Control of the Company;

(G) the failure of the Company to obtain a satisfaction agreement from any successor to assume and agree to perform this Agreement, as contemplated in Paragraph 5 hereof; or

(H) any purported termination of the Executive's employment that is not affected pursuant to a Notice of Termination satisfying the requirements of Subparagraph 8(c)(iv) below (and, if applicable, the requirement of Paragraph 6 above); for purposes of this Agreement, no such purported termination shall be effective.

The Executive's right to terminate the Executive's employment pursuant to this paragraph shall not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment shall not constitute consent to, or a waiver of right with respect to, any circumstances constituting Good Reason hereunder.

(iv) "Notice of Termination" shall mean a notice that shall indicate the specific termination provision of this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

(v) "Date of Termination" shall mean (A) if employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided, that the Executive shall not return to the full-time performance of the Executive's duties during such thirty (30) day period), or (B) if employment is terminated due to Death of the Executive, upon receipt of Notice of Termination or (C) if employment is terminated pursuant to any other provision in this Agreement, the date specified in Notice of Termination (which, in the case of a termination pursuant to any provision of this Agreement other than for Disability and Death shall not be less than fifteen (15) nor more than sixty (60) days, respectively, from the date such Notice of Termination is given).

Notwithstanding the above, provided, that if within

fifteen (15) days after any Notice of Termination is given to the Executive or prior to the Date of Termination (as determined without regard to this provision) the Executive receiving such Notice of Termination notifies the Company that a dispute exists concerning such termination, that during the pendency of any such dispute, the Company will continue to pay the Executive his full compensation in effect when the notice giving rise to the dispute was given (including, but not limited to, base salary) and continue the Executive as a participant in all compensation, benefit, and insurance plans in which the Executive was participating when the notice giving rise to the dispute was given, until the dispute is finally resolved. However, should final resolution of the dispute result in the Notice of Termination being affirmed in the forum, as set forth in Paragraph 21, utilized for resolving said dispute, then the Executive shall be liable to the Company for all compensation, benefit, and insurance

plans paid and/or provided to the Executive during the period that the Notice of Termination was in dispute.

Amounts paid under this subparagraph are prior to all other amounts due under this Agreement and shall not reduce any other amounts due under this Agreement, which other amounts shall be in addition to, and shall not be offset by, amounts due under this subparagraph.

Anything to the contrary herein notwithstanding, twenty-four hours after written notice to the Executive, the Company may relieve the Executive of authority to act on behalf of, or legally bind, the Company, provided, that any such action by the Company shall be without prejudice to the Executive's right to the compensation and benefits provided under this Agreement and the Executive's right to termination hereunder under such circumstances and with the compensation and benefits following such termination as provided in this Agreement.

(vi) "Disability"- If the Executive, due to physical or mental illness or incapacity, is unable fully to perform his duties herein for twelve (12) consecutive months.

(vii) "Death"- If the Executive shall die during the term of this Agreement.

(viii) ""Retirement"- Shall mean termination in accordance with the Company's retirement policy, if any, including early retirement, generally applicable to its salaried employees or in accordance with any retirement arrangement established with the Executive's consent with respect to the Executive.

(ix) "Change in Control"- . No benefits shall be payable hereunder unless an event as set forth below, shall have occurred (hereinafter called a "Change in Control"):

(a) Any person including any individual, firm, partnership or other entity, together with all Affiliates and Associates (as defined by ss.240.12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") of such person, directly or indirectly acquires securities of the Company's then outstanding securities representing thirty percent (30%) or more of the voting securities of the Company, such person being hereinafter referred to as an Acquiring Person; or, but excluding:

(A) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, or

(B) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the Company, or

(C) the Company or any Subsidiary of the Company, is or becomes the Beneficial Owner (as defined in Rule 13d-3 under the Exchange Act),or

(D)a person who acquires securities of the Company directly from the Company pursuant to a transaction that has been approved by a vote of at least a majority of the Incumbent Board, or

(b) Individuals who, on the date hereof, constitute the Incumbent Board shall cease for any reason to constitute a majority of the Board; or

(c) The stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 70% of the combined voting power of the voting securities of the Company or such other surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

25. Legal Fees

The Company shall bear the cost of the Executive's legal fees regarding any dispute or controversy arising under or in connection with this Agreement should the dispute be finally adjudicated in favor of the Executive.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

DRIVERSSHIELD.COM CORP. PHILIP KART

By: _____ By: _____

Title: _____ Dated: _____

Dated: _____

EXHIBIT 10.5

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (the "Agreement") dated July 18, 2002 by and between DriverShield Corp.., a New York corporation with an address at 3075 Veterans Memorial Highway, Suite 181, Ronkonkoma, New York 11779 (the "Company"), and John M. McIntyre, residing at Outpost Lane, Hilton Head, South Carolina 29928 (the "Executive").

W I T N E S S E T H

WHEREAS, the Company desires that Executive be employed by it and render services to it, and Executive is willing to be so employed and to render such services to the Company, all on the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment

Subject to and upon the terms and conditions contained in this Agreement, the Company hereby employs Executive, for the period set forth in Paragraph 2 (subject to the terms and conditions of this Agreement), to render the services to the Company, its affiliates and/or subsidiaries described in Paragraph 3.

2. Term

The Executive's term of employment under this Agreement shall commence on July 15, 2002 (the "Commencement Date") and shall terminate on December 31, 2004 (the "Expiration Date"), unless earlier terminated under the terms and conditions herein (the "Employment Term").

3. Duties

(a) Executive's responsibilities shall be to manage and direct the operational affairs of the Company as shall from time to time be designated by the Chief Executive Officer ("CEO") of the Company. The Executive shall be based in the New York counties of Nassau or Suffolk, or wherever the corporate headquarters of the Company is located and shall have the title of President and/or Chief Operating Officer.

(b) Executive agrees to abide by all By-Laws and policies of the Company promulgated from time to time by the Company.

4. Exclusive-Services and Best Efforts

Executive shall devote his entire working time, attention, best efforts and ability exclusively to the service of the Company, its affiliates and subsidiaries during the term of this Agreement.

5. Compensation

(a) Base Salary. Commencing on the Commencement Date, the Executive shall receive an annual salary, payable pursuant to the Company's normal payroll procedures in place from time to time, during the Employment Term, in the amount of One Hundred Ninety Thousand Dollars ($190,000), subject to all required federal, state and local payroll deductions. The Executive's

Base Salary may be increased upon the recommendation of the CEO and the approval of the Board of Directors.

(b) Incentive Compensation. The Executive shall participate in the Company's Corporate Incentive Compensation Program as approved and authorized by the Board of Directors of the Company, subject to amendment by the Board of Directors or the Compensation Committee of the Board of Directors of the Company.

(c) The Executive shall be granted a stock option under the Company's 1995 Incentive Stock Plan (the "Plan") with the right to purchase up to 250,000 shares of the Company's common stock (the "Stock Option"). The Stock Option shall be granted at a price equal to $1.25. The Stock Option shall become exercisable in one-third increments upon the first, second and third anniversary of the Stock Option grant. Additionally, should a Change in

Control, as hereinafter defined, occur, only to the extent that the Company does not lose any deductions that would be otherwise be deductible under Section 280G of the Internal Revenue Code, the Employee's Stock Option shall become fully exercisable. The Company will provide the Executive a Stock Option Contract for his signature that will set out the terms of the option. This Stock Option shall be subject to the terms of the Plan.

6. Business Expenses

Executive shall be reimbursed for only those business expenses incurred by him (a) which are reasonable and necessary for Executive to perform his duties under this Agreement in accordance with policies established from time to time by the Company, and (b) for which Executive has submitted vouchers and/or receipts. The Executive shall be issued a corporate credit card that he shall use solely for business expenses that are reasonable and necessary for the Executive to perform his duties under this Agreement in accordance with policies established from time to time by the Company

7. Executive Benefits

During the Employment Term, Executive shall participate, to the extent he is eligible under the terms and conditions thereof, in any health, life, disability insurance, or 401(k) plan, or other employee benefit plans maintained by Employer (but nothing herein shall obligate the Company to establish or maintain any such benefit plan). Executive will not be covered under the Company's health insurance until the Executive has been employed by the Company for more than ninety (90) days. The Executive shall be reimbursed for any payments he must make to continue his health insurance under the COBRA benefits offered by his former employer, until the Executive is covered under the Company's health insurance plan.

The Company shall pay the Executive a monthly automobile allowance of Six Hundred Dollars ($600).

The Company shall assume the full cost of moving and transporting the Executive's and his family's personal effects, including automobiles, from Hilton Head, South Carolina to Florida. The Executive shall solicit quotations from three (3) reputable moving companies and submit them to the Company for its approval.

8. Vacation and Sick Leave

Executive shall be entitled to three (3) weeks of vacation per annum during the Employment Term, to be taken at such times as may be mutually agreed upon by the Company and Executive. The Executive shall be entitled to one (1) week of sick leave per annum during the Employment Term.

9. Death and Disability

(a) The Employment Term shall terminate on the date of Executive's death, in which event Executive's salary payable pursuant to Paragraph 5 and any accrued vacation, through the date of Executive's death, shall be paid to his estate. Executive's estate will not be entitled to any other compensation upon termination of this Agreement pursuant to this Paragraph 9(a).

(b) If during the Employment Term, Executive, because of physical or mental illness or incapacity, shall become substantially unable to perform the duties and services required of him under this Agreement for a period of forty-five (45) consecutive days or ninety (90) days in the aggregate in any one calendar year, the Company may, upon at least ten (10) days' prior written notice given at any time after the expiration of such 45 or 90-day period, as the case may be, to Executive of its intention to do so, terminate this Agreement as of such date as may be set forth in the notice. In case of such termination, Executive shall be entitled to receive his salary payable pursuant to Paragraph 5 through the date of termination. Executive will not be entitled to any other compensation upon termination of this Agreement pursuant to this Paragraph 9(b).

10. Termination

(a) The Company may terminate the employment of Executive For Cause (as hereinafter defined). Upon such termination, the Company shall be released from any and all further obligations under this Agreement, except that the Company shall be obligated to pay Executive the unpaid prorated salary pursuant to Paragraph 5 earned or accrued up through the day on which Executive is terminated.

(b) The Company may terminate the employment of Executive Without Cause (as hereinafter defined). Upon such termination, the Company shall be released from any and all further obligations under this Agreement,

except that the Company shall be obligated to pay Executive the unpaid prorated salary pursuant to Paragraph 5 earned or accrued up through the day on which Executive is terminated, in addition to the lesser of (i) Base Salary and other employee benefits, as set forth in Paragraph 7, for a twelve (12) month period from the date employment is terminated, or (ii) the Base Salary and other employee benefits that would have been paid the Executive from the date employment is terminated through the Expiration Date.

(c) As used herein, the term "For Cause" shall mean:

(i) any material breach of this Agreement by Executive that, in the case of a breach that may be cured or remedied, is not cured or remedied to the reasonable satisfaction of the Company within 30 days after notice is given by the Company to Executive, setting forth in reasonable detail the nature of such breach;

(ii) Executive's failure to perform his duties and services hereunder to the reasonable satisfaction of the CEO of the Company that, in the case of any such failure that may be cured or remedied, is not cured or remedied to the reasonable satisfaction of the CEO within 30 days after notice is given by the Company to Executive, setting forth in reasonable detail the nature of such failure;

(iii) any material act, or material failure to act, by Executive in bad faith and to the material detriment of the Company; or

(iv) commission by Executive of a material act involving moral turpitude, dishonesty, unethical business conduct, or any other conduct that significantly impairs the reputation of the Company, its subsidiaries or affiliates.

(v) the conviction of the Executive of a felony, including the plea of nolo contendere

(d) As used herein, the term "Without Cause" shall mean:

(i) Termination by the Company of the Executive's

employment for any reasons other than For Cause, Death or Disability.

11. Disclosure of Information and Restrictive Covenant

(a) Executive acknowledges that, by his employment, he has been and will be in a confidential relationship with the Company and will have access to confidential information and trade secrets of the Company, its subsidiaries and affiliates, including, but not limited to, confidential information or trade secrets belonging or relating to the Company, its subsidiaries, affiliates, customers and/or clients or proprietary processes or procedures of

the Company, its subsidiaries, affiliates, customers and/or clients. Proprietary processes and procedures shall include, but shall not be limited to, all information which is known only to employees of the Company, its respective subsidiaries and affiliates or others in a confidential relationship with the Company or its respective subsidiaries and affiliates which relates to business matters. Confidential information and trade secrets include, but are not limited to, customer and client lists, price lists, marketing and sales strategies and procedures, operational and equipment techniques, business plans and systems, quality control procedures and systems, special projects and technological research, including projects, research and reports for any entity or client or any project, research, report or the like concerning sales or manufacturing or new technology, employee compensation plans and any other information relating thereto, and any other records, files, drawings, inventions, discoveries, applications or processes which are not in the public domain (all the foregoing shall be referred to herein as the "Confidential Information"). Executive agrees that in consideration of the execution of this Agreement by the Company, he will not use, or disclose to any third party, any of the Confidential Information, other than as required to perform his services hereunder or as directed or authorized by the Company's Board of Directors or President.

(b)

(i) Executive will not, at any time prior to the Expiration Date, or if the Executive's employment shall terminate prior to the Expiration Date, then for a period of one (1) year after the Executive ceases to be employed by the Company, engage in or participate in any business activity, including, but not limited to, acting as a director, officer, employee, agent, independent contractor, partner, consultant, licensor or licensee, franchiser or franchisee, proprietor, syndicate member, or shareholder that operates a business or activity which competes with any business or activity engaged in by the Company.

(ii) Any time during his employment by the Company or after the Executive ceases to be employed by the Company, divulge to any persons, firms or corporations, other than the Company (hereinafter referred to collectively as "third parties"), or use or allow or cause or authorize any third parties to use, any such Confidential Information; and

(iii) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, solicit or cause or authorize directly or indirectly to be solicited, for or on behalf of the Executive or third parties, any business from persons, firms,

corporations or other entities who were at any time within one (1) year prior to the cessation of his employment hereunder, customers of the Company; and

(iv) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, accept or cause or authorize directly or indirectly to be accepted, for or on behalf of the Executive or third parties, any business from any such customers of this Company; and

(v) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, solicit or cause or authorize directly or indirectly to be

solicited for employment, for or on behalf of the Executive or third parties, any persons who were at any time within one year prior to the cessation of his employment hereunder, employees of the Company; and

(vi) At any time during his employment by the Company and for a period of one year after the Executive ceases to be employed by the Company, employ or cause or authorize directly or indirectly to be employed, for or on behalf of the Executive or third parties, any such employees of the Company; and

(vii) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, compete with the Company in any fashion or work for, advise, be a consultant to or an officer, director, agent or employee of or otherwise associate with any person, firm, corporation or other entity which is engaged in or plans to engage in a business or activity which competes with any business or activity engaged in by the Company, or which is under development or in a planning stage by the Company.

(c) Executive will not induce or persuade other employees of the Company to join him in any activity prohibited by Paragraph 11 or 12.

(d) This Paragraph 11 and Paragraph 12, 13, 14, 21. 23 and 24 shall survive the expiration or termination of the Agreement for any reason.

(e) It is expressly agreed by Executive that the nature and scope of each of the provisions set forth in Paragraphs 11 and 12 are reasonable and necessary. If, for any reason, any aspect of these provisions as they apply to Executive is determined by a court of competent jurisdiction to be unreasonable or unenforceable, the provisions shall only be modified to the minimum extent required to make the provisions reasonable and/or enforceable, as the case may be. Executive acknowledges and agrees that his services are of a unique character and expressly grants to the Company or

any subsidiary, successor or assignee of the Company, the right to enforce the provisions above through the use of all remedies available at law or in equity, including, but not limited to, injunctive relief.

12. Company Property

(a) Any patents, inventions, discoveries, applications, processes or designs, devised, planned, applied, created, discovered or invented by Executive in the course of Executive's employment under this Agreement and which pertain to any aspect of the Company's or its respective subsidiaries' or affiliates' businesses shall be the sole and absolute property of the Company, and Executive shall make prompt report thereof to the Company and promptly execute any and all documents reasonably requested to assure the Company the full and complete ownership thereof.

(b) All records, files, lists, including computer generated lists, drawings, documents, equipment and similar items relating to the Company's business which Executive shall prepare or receive from the Company shall remain the Company's sole and exclusive property. Upon termination of the Employment Term, or, if earlier, upon demand by the Company, Executive shall promptly return to the Company all property of the Company in his possession. Executive further represents that he will not copy or cause to be copied, print out or cause to be printed out any software, documents or other materials originating with or belonging to the Company. Executive covenants that, upon termination of his employment with the Company, he will not retain in his possession any such software, documents or other materials.

13. Remedy

It is mutually understood and agreed that Executive's services are special, unique, unusual, extraordinary and of an intellectual character giving them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, in the event of any breach of this Agreement by Executive, including, but not limited to, the breach of the nondisclosure, non-solicitation and non-compete clauses under Paragraphs

11 and 12 hereof, the Company shall be entitled to equitable relief by way of injunction or otherwise in addition to damages the Company may be entitled to recover. Nothing herein shall be deemed to restrict any remedy available to Executive for breach of the Agreement by the Company.

14. Representations and Warranties of Executive and the Company

(a) In order to induce the Company to enter into this Agreement, Executive hereby represents and warrants to the Company as follows: (i) Executive has the legal capacity and unrestricted right to execute and deliver this Agreement and to perform all of his obligations hereunder: (ii) the execution and delivery of this Agreement by Executive and the performance of his obligations hereunder will not violate or be in conflict with any fiduciary or other duty, instrument, agreement, document, arrangement or other understanding to which Executive is a party or by which he is or may be bound or subject; and (iii) Executive is not a party to any instrument, agreement, document, arrangement or other understanding with any person (other than the Company) requiring or restricting the use or disclosure of any confidential information or the provision of any employment, consulting or other services.

(b) The Company hereby represents and warrants to Executive, as follows: (i) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate action of the Company; and (ii) this Agreement constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms, except that such enforcement may be subject to any bankruptcy, insolvency, reorganization, fraudulent transfer or other laws, now or hereafter in effect, relating to or limiting creditors' rights generally.

15. Notices

All notices given hereunder shall be in writing and shall be deemed effectively given when mailed, if sent by registered or certified mail, return receipt requested, addressed to Executive at his address set forth on the first page of this Agreement, and to the Company at its address set forth on the first page of this Agreement, Attention: Barry Siegel, Chairman of the Board, with a copy to Meritz & Muenz LLP., Three Hughes Place, Dix Hills, New York 11746, Attention: Lawrence A. Muenz, or at such address as such party shall have designated by a notice given in accordance with this Paragraph 15, or when actually received by the party for whom intended, if sent by any other means.

16. Entire Agreement

This Agreement constitutes the entire understanding of the parties with respect to its subject matter and no change, alteration or modification hereof may be made except in writing signed by the parties hereto. Any prior or other

agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

17. Severability

If any provision of this Agreement shall be unenforceable under any applicable law, then notwithstanding such unenforceability, the remainder of this Agreement shall continue in full force and effect.

18. Waivers, Modifications, Etc.

No amendment, modification or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

19. Assignment

Neither this Agreement nor any of Executive's rights, powers, duties or obligations hereunder, may be assigned by Executive. This Agreement shall be binding upon and inure to the benefit of Executive and his heirs and legal representatives and the Company and its successors and assigns. Successors of the Company shall include, without limitation, any corporation or corporations acquiring, directly or indirectly, all or substantially all of the assets of the Company, whether by merger, consolidation, purchase, lease or otherwise, and such successor shall thereafter be deemed "the Company" for the purpose hereof.

20. Applicable Law

This Agreement shall be deemed to have been made, drafted, negotiated and the transactions contemplated hereby consummated and fully performed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules thereof. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any statute, law, ordinance, order or regulation, contrary to which the parties hereto have no legal right to contract, the latter shall prevail, but in such event any provision of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.

21. Jurisdiction and Venue

It is hereby irrevocably agreed that all actions, suits or proceedings between the Company and Executive arising out of, in connection with or relating to this Agreement shall be exclusively heard and determined in, and the parties do hereby irrevocably submit to the exclusive jurisdiction of, the Supreme Court of the State of New York for Nassau or Suffolk County or the United States District Court for the Eastern District of New York. The parties also agree that a final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties hereby unconditionally waive any objection which either of them may now or hereafter have to the venue of any such action, suit or proceeding brought in any of the aforesaid courts, and waive any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

22. Full Understanding

Executive represents and agrees that he fully understands his right to discuss all aspects of this Agreement with his private attorney, that to the extent, if any, that he desired, he availed himself of this right, that he has carefully read and fully understands all of the provisions of this Agreement, that he is competent to execute this Agreement. that his agreement to execute this Agreement has not been obtained by any duress and that he freely and voluntarily enters into it, and that he has read this document in its entirety and fully understands the meaning, intent and consequences of this document which is that it constitutes an agreement of employment.

23. Severance

(a) Severance Benefits. If the Executive's employment shall be terminated by the Company within one (1) year after a Change in Control of the Company, for reasons other than for Termination for Cause, Retirement, Death or Disability, or terminated by the Executive for Good Reason within one (1) year after a Change in Control of the Company, then, subject to the limitations set forth in Subparagraph 23(c) below, the Executive shall be entitled to the benefits provided below:

(i) the Company shall pay the Executive the Executive's full base salary through the Date of Termination at the rate equal to the greater of the rate in effect on the date prior to the Change in Control and the rate in

effect at the time Notice of Termination is given, plus all other amounts to which the Executive is entitled under any compensation plan of the Company in effect on the date, the payments are due, except as otherwise provided below;

(ii) in lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination, except as provided in Paragraph 23(c) below, the Company shall pay as severance pay to the Executive a lump sum severance payment equal to 100% of the Executive's annual salary as determined on the Date of Termination or the date on which a Change in Control occurs, whichever is greater;

(b) Date Benefits Due. The payments provided for in Paragraph 23(a) above shall be made not later than the fifth day following the Date of Termination, provided, however, that if the amounts of such payments cannot be finally determined on or before such day, the Company shall pay to the Executive on such day an estimate, as determined in good faith by the Company, of the minimum amount of such payments and shall pay the remainder of such payments (together with interest at the rate provided in Section 7872(f)(2) of the Code) as soon as the amount thereof can be determined but in no event later than the thirtieth day after the Date of Termination. In the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to the Executive repayable on the fifth day after demand by the Company (together with interest at the rate provided in Section 7872(f)(2) of the Code).

(c) Reduction to Avoid Non-Deductibility. Any of the other provisions of this Agreement notwithstanding, if any payment to be made by the Company pursuant to this Agreement to the Executive or for the Executive's benefit (the "Payments") otherwise would not be deductible by the Company for Federal income tax purposes due to the provisions of the Code Section 280G, the aggregate present value (determined as of the date of the Change in Control) of the Payments shall be reduced (but not to a negative amount) to an amount expressed in the present value as of such date (the "Reduced Amount") that maximizes the present value of the Payments without causing any payment to be nondeductible by the Company due to the Code Section 280G. The determination of the Reduced Amount and the accompanying reduction in Payments shall be made by the independent certified public accountants for the Company. Any such decrease in Payments shall be applied to the amounts to be paid to the Executive or for the Executive's benefit hereunder in the following order but only to the extent such amounts would be taken into account in determining whether the Payments constitute "parachute payments" within the meaning of the Code Section

280G(b)(2)(A): (i) to decrease the amounts payable to the Executive pursuant to Subparagraph 5(c); (ii) to decrease the amounts payable to the Executive pursuant to Subparagraph 23(a)(ii);

(d) Determination of Reduced Amount. The determination of the Reduced Amount and of the reduction in the Payments shall be communicated to the Executive in writing by the Company. If the Executive does not agree with such determinations, the Executive may give written notice of such disagreement to the Board within five (5) days of the Executive's receipt of the determination, and within fifteen (15) days after the Executive's notice of disagreement, the Executive shall deliver to the Board the Executive's calculation of the reduction in Payments. If the Executive fails to give notice of disagreement or to furnish the Executive's calculation in accordance with the provisions of the immediately preceding sentence, the Executive shall be conclusively deemed to have accepted the determinations made by the independent public accountants for the Company. If the accountants for the Company and the Executive's accountants are unable to agree upon the reduction of Payments within ten (10) days of the receipt of the Board of the Executive's calculation, the determination of the reduction in Payments shall be made by a third accounting firm picked by the Company's accountants and the Executive's accountants (the "Arbiter") whose determination shall be final and binding upon the Executive and the Company, except to the extent provided below. The Company shall withhold for income tax purposes all amounts that the Company's independent certified public accountants believe that the Company is required to withhold.

(e) Arbiter to Resolve Disputes. The Arbiter's and the

Company's accountant's fees shall be borne solely by the Company. The Executive's accountant's fees shall be borne by the Executive.

(f) Final Payment. As promptly as practicable after the final determination of the reduction in Payments, the Company shall pay to the Executive or for the Executive's benefit the amounts determined to be payable.

(g) IRS Ruling. In the event there is a final determination by the Internal Revenue Service or by a court of competent jurisdiction that any portion of the Payments are not deductible by the Company by reason of Section 280G, then the amount of the Payments that exceeds the amount deductible by the Company shall be deemed to be a loan by the Company to the Executive, which shall be repaid by the Executive five (5) days after delivery of a demand by the Company therefor together with interest from the date paid by the Company to the date repaid by the Executive at the rate provided for a demand loan in Section 7872(f)(2) of the Code.

(h) Interpretation. The provisions of this Paragraph 23 shall be interpreted in a manner that will avoid the disallowance of a deduction to the

Company pursuant to Section 280G and the imposition of excise taxes on the Executive under Section 4899 of the Code.

(i) Definitions. For the purposes of this Agreement, the following terms shall mean:

(i) "Incumbent Board" shall mean the members of the Board, who were members of the Board prior to the date of this Agreement.

(ii) "Subsidiary" shall mean any corporation of which an amount of voting securities sufficient to elect at least a majority of the directors of such corporation is beneficially owned, directly or indirectly, by the Company, or is otherwise controlled by the Company.

(iii) "Good Reason" shall mean, without the Executive's express written consent, the occurrence of any of the following circumstances unless, such circumstances are fully corrected prior to the Date of Termination specified in the Notice of Termination, as defined in Paragraphs 23(i)(iv) and (v), respectively, given in respect thereof:

(A) the assignment to the Executive of any duties inconsistent with the Executive's status as President and/or Chief Operating Officer of the Company, or a substantial adverse alteration in the nature or status of the Executive's responsibilities from those in effect immediately prior to a Change in Control of the Company;

(B) a reduction by the Company in the Executive's annual base salary as in effect on the date hereof or as the same may be increased from time to time, except for across-the-board salary reductions similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company;

(C) the relocation of the Company's principal executive offices to a location which is not within the boundaries of Nassau and Suffolk counties within the State of New York or Miami-Dade, Broward or Palm Beach counties within the State of Florida, except for required travel on the Company's business to an extent substantially consistent with the Executive's present business travel obligations, or the adverse and substantial alteration of the office space or secretarial or support services provided to the Executive for the performance of the Executive's duties;

(D) the failure by the Company, without the Executive's consent, to pay to the Executive any portion of the Executive's current compensation, except pursuant to an across-the-board compensation deferral similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company, or the failure by the Company to pay to the Executive any portion of an installment of deferred

compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;

(E) the failure by the Company to continue in effect any compensation plan in which the Executive participates that is material to the Executive's total compensation, including but not limited to the Company's Incentive Stock Option Plan, 401(k) plan, cafeteria or salary reduction plan, or any other or substitute plans adopted prior to a Change in Control of the Company, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan, or the failure by the Company to continue the Executive's participation therein (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount of benefits provided and the level of the Executive's participation relative to other participants, than the Executive's participation as it existed at the time of a Change in Control of the Company;

(F) unless such action is pursuant to an across-the-board reduction in benefits similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company, the failure by the Company to continue to provide the Executive with benefits substantially similar to those enjoyed by the Executive under any of the Company's pension, life insurance, automobile reimbursement, Company credit card, medical, health and accident, or disability plans, if any, in which the Executive was participating at the time of a Change in Control of the Company, or the taking of any action by the Company that would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of a Change in Control of the Company, or the failure by the Company to provide the Executive with the number of paid vacation or sick days to which the Executive is entitled under this Agreement at the time of a Change in Control of the Company;

(G) the failure of the Company to obtain a satisfaction agreement from any successor to assume and agree to perform this Agreement, as contemplated herein; or

(H) any purported termination of the Executive's employment that is not affected pursuant to a Notice of Termination satisfying the requirements of Subparagraph 23(i)(iv) below (and, if applicable, the requirement of Paragraph 15 above); for purposes of this Agreement, no such purported termination shall be effective.

The Executive's right to terminate the Executive's employment pursuant to this paragraph shall not be affected by the Executive's incapacity due to physical or mental illness. The Executive's

continued employment shall not constitute consent to, or a waiver of right with respect to, any circumstances constituting Good Reason hereunder.

(iv) "Notice of Termination" shall mean a notice that shall indicate the specific termination provision of this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

(v) "Date of Termination" shall mean (A) if employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided, that the Executive shall not return to the full-time performance of the Executive's duties during such thirty (30) day period), or (B) if employment is terminated due to Death of the Executive, upon the Death of the Executive or (C) if employment is terminated pursuant to any other provision in this Agreement, the date specified in Notice of Termination (which, in the case of a termination pursuant to any provision of this Agreement other than for Disability and Death shall not be less than fifteen (15) nor more than sixty (60) days, respectively, from the date such Notice of Termination is given).

Anything to the contrary herein notwithstanding, twenty-four hours after written notice to the Executive, the Company may relieve the Executive of authority to act on behalf of, or legally bind, the Company,

provided, that any such action by the Company shall be without prejudice to the Executive's right to the compensation and benefits provided under this Agreement and the Executive's right to termination hereunder under such circumstances and with the compensation and benefits following such termination as provided in this Agreement.

(vi) "Disability"- If the Executive, due to physical or mental illness or incapacity, is unable fully to perform his duties herein for twelve (12) consecutive months.

(vii) "Death"- If the Executive shall die during the term of this Agreement.

(viii) ""Retirement"- Shall mean termination in accordance with the Company's retirement policy, if any, including early retirement, generally applicable to its salaried employees or in accordance with any retirement arrangement established with the Executive's consent with respect to the Executive.

(ix) "Change in Control"- . No benefits shall be payable hereunder unless an event as set forth below shall have occurred (hereinafter called a "Change in Control"):

(a) Any person including any individual, firm, partnership or other entity, together with all Affiliates and Associates (as

defined by ss.240.12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") of such person, directly or indirectly acquires securities of the Company's then outstanding securities representing thirty percent (30%) or more of the voting securities of the Company, such person being hereinafter referred to as an Acquiring Person; or, but excluding:

(A) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, or

(B) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the Company, or

(C) the Company or any Subsidiary of the Company, is or becomes the Beneficial Owner (as defined in Rule 13d-3 under the Exchange Act), or

(D) a person who acquires securities of the Company directly from the Company pursuant to a transaction that has been approved by a vote of at least a majority of the Incumbent Board, or

(b) Individuals who, on the date hereof, constitute the Incumbent Board shall cease for any reason to constitute a majority of the Board; or

(c) The stockholders of the Company approve a merger or consolidation of the Company with any other corporation, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the combined voting power of the voting securities of the Company or such other surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

26. Legal Fees

The Company shall bear the cost of the Executive's legal fees regarding any dispute or controversy arising under or in connection with this Agreement should the dispute be finally adjudicated in favor of the Executive.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

DRIVERSHIELD CORP.

By: _____

Title: _____

Dated: _____

JOHN M. MCINTYRE

By: _____

Dated: _____

EXHIBIT 10.6

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This FIRST AMENDMENT dated November 15, 2002 of the EMPLOYMENT AGREEMENT (the "Agreement") dated February 22, 2002 by and between DriverShield Corp. f/k/a driversshield.com Corp., a New York corporation with an address at 12514 West Atlantic Blvd, Coral Springs, Florida 33071 (the "Company"), and Phil Kart, residing at 115 Ardmore Avenue, Melville, NY 11747 (the "Executive").

W I T N E S S E T H

WHEREAS, the Company desires to amend the Employment Agreement under which the Executive is employed by it and render services to it, and Executive is willing to amend the Employment Agreement under which he is so employed and wishes to continue to render such services to the Company, all on the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term

The Term of this Agreement shall be extended for an additional twelve (12) months thereby terminating on December 31, 2004 (the "Expiration Date"), unless earlier terminated under the terms and conditions herein (the "Employment Term").

2. Moving Expense Reimbursement

The Company hereby agrees to reimburse the Executive for the expenses listed below upon the Executive providing the Company with reasonable evidence that the Executive has incurred the actual expense:

a. Real Estate Commission. Upon the sale of the Executive's present residence at the address listed above, the Company shall reimburse the Executive for real estate commissions incurred by the Executive up to Ten Thousand Dollars ($10,000).

b. Attorney Fees. The Company shall reimburse the Executive for attorney fees incurred as a result of the sale of his residence in Melville, New York or the purchase of a home in Florida up to Two Thousand Dollars ($2,000).

c. Moving Company Fees. The Company shall reimburse the Executive or pay the moving company directly for the Executive's move from Melville, New York to Florida, for the total cost of packing and transporting his personal effects (including his motor vehicles) to Florida. The Executive may utilize United Van Lines or any other moving company that charges moving fees equal to or less than the estimate provided by United Van Lines.

d. Transportation. The Company shall reimburse the Executive for the actual cost of air transportation for the Executive and his family to travel from New York to Florida for their initial move to Florida.

e. All other costs incurred by the Executive shall be at his sole cost and expense.

3. Relocation Allowance. In recognition of the Executive's accomplishments during his tenure with the Company and to offset any additional relocation costs associated with the sale of home, temporary living expenses, transfer taxes, additional commissions, etc. borne by the Executive, the Company shall pay the Executive the sum of Fifty Thousand Dollars ($50,000) payable upon the Company making its final Moving Company Fee payment either to the moving company or to the Executive.

4. Other terms and conditions.

All other terms and conditions of the Agreement shall remain if full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

DRIVERSHIELD CORP.	PHILIP KART
By: _____	By: _____
Title: _____	Dated: _____
Dated: _____	

EXHIBIT 10.7

AMENDED 1995 INCENTIVE STOCK PLAN

OF

ACCESSITY CORP.

1. PURPOSES OF THE PLAN. This 1995 Incentive Stock Plan (the "Plan") is designed to provide an incentive to employees (including directors and officers who are employees), directors (who are not employees) and to consultants (who are neither employees nor directors) of Accessity Corp. a New York corporation (the "Company"), and its present and future Subsidiary corporations, as defined in Paragraph 19, and to offer an additional inducement in obtaining the services of such individuals. The Plan provides for the grant of Incentive Stock Options ("ISO") within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), and Non-statutory Options ("NSO"), but the Company makes no warranty as to the qualification of any option as an ISO under the Code.

2. STOCK SUBJECT TO THE PLAN. Subject to the provisions of Paragraph 12, the aggregate number of shares of Common Stock $.015 par value per share of the Company ("Common Stock") for which options may be granted under the Plan shall not exceed Six Million (6,000,000). Such shares of Common Stock may in the discretion of the Board of Directors of the Company (the "Board of Directors") consist either in whole or in part of authorized, but unissued shares of Common Stock or shares of Common Stock held in the treasury of the Company. The Company shall at all times during the term of the Plan reserve and keep available such number of shares of Common Stock as will be sufficient to satisfy the requirements of the Plan. Subject to the provisions of Paragraph 13, any shares of Common Stock subject to an option which for any reason expires, is canceled or is terminated, unexercised or which ceases for any reason to be exercisable shall again become available for the granting of options under the Plan.

3. ADMINISTRATION OF THE PLAN. The Plan shall be administered by a Stock Option Committee (the "Committee") consisting of not less than three members

of the Board of Directors each of whom shall be a "disinterested person" within the meaning of Rule 16b-3 (or any successor rule or regulation promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). A majority of the members of the Committee shall constitute a quorum, and the acts of a majority of the members present at any meeting at which a quorum is present, and any acts approved in writing by all members without a meeting shall be the acts of the Committee.

Should the Board of Directors not appoint a Stock Option Committee, or not be able to appoint to the Committee three members of the Board of Directors who shall each be a "disinterested person" within the meaning of Rule 16b-3 (or any successor rule or regulation promulgated under the Exchange Act, then the Plan shall be administered by the Board of Directors, with all rights and obligations of the Committee as set forth in the Plan, until such time as a properly qualified Committee is appointed.

Subject to the express provisions of the Plan, the Committee shall have the authority, in its sole discretion, except as set forth in Paragraph 4A, to determine the employees, directors and consultants who shall receive options: the times when they shall receive options; whether an option granted to an employee shall be an ISO or a NSO; the number of shares of Common Stock to be subject to each option; the term of each option; the date each option shall become exercisable; whether an option shall be exercisable in whole or in part or in installments, and , if installments, the number of shares of Common Stock to subject to each installment; whether the installments shall be cumulative; the date each installment shall become exercisable and the term of each installment; whether to accelerate the date of exercise of any installment; whether shares of Common Stock may be issued on exercise of an option as partly paid, and if so, the dates when future installments of the exercise price shall become due and the amounts of such installments; the exercise price of each

option; the form of payment of the exercise price; the amount, if any, necessary to satisfy the Company's obligation to withhold taxes; whether to restrict the sale or other disposition of the shares of Common Stock acquired upon the exercise of an option and to waive any such restriction; whether to subject the exercise of all or any portion of an option to the fulfillment of contingencies as specified in the Contract (as described in Paragraph 11), including without limitations, contingencies relating to entering into a covenant not to compete with the Company and its Subsidiaries, a division, a product line or other category, and/or the period of continued employment for the optionee with the Company, or its Subsidiaries, and to determine whether such contingencies have been met; to construe the respective Contract and the Plan, with consent of the optionee, to

cancel or modify the option, provided such option as modified would be permitted to be granted on such date under the terms of the Plan; and to make all other determinations necessary or advisable for administering the Plan. The determinations of the Committee on matters referred to in this Paragraph 3 shall be conclusive. No member or former member of the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any option granted hereunder.

4. ELIGIBILITY OF GRANTS. The Committee may, consistent with the purpose of the Plan, grant options from time to time, to employees (including officers and directors who are employees), to directors who are not employees ("Non-employee Directors")and/or consultants (who are neither employees or directors) of the Company or any of its Subsidiaries. Options granted shall cover such number of shares of Common Stock as the Committee may determine provided, however, that the aggregate fair market value (determined as of the time the option with respect to the stock is granted) of stock with respect to which ISO's are exercisable for the first time by any individual during any calendar year (under all plans of the individual's employer corporation and its Parent and Subsidiary corporation) exceeds $100,000, such options shall be treated as options which are not incentive stock options. The $100,000 limitation shall be applied by taking options into account in the order in which they were granted.

A. NON-EMPLOYEE DIRECTOR STOCK OPTIONS.

(a) ELIGIBILITY. Each Non-Employee Director shall be granted options to purchase shares of Common Stock in accordance with this Paragraph 4A. All options granted under this Paragraph 4A shall constitute a NSO.

(b) GRANTS OF STOCK OPTION. Each Non-employee Director shall be granted NSOs as follows:

(i) TIME OF GRANT. On the date of his or her first election to the Board of Directors and upon the yearly anniversary of such date thereafter, each Non-employee Director shall be granted an option to purchase 50,000 shares of Common Stock at a purchase price equal to the fair market value of a share of Common Stock on the date of grant of such option.

(ii) OPTION PERIOD AND EXERCISABILITY. Each option granted under this Paragraph 4A shall be exercisable in part or in full at any time after the grant thereof provided: (1) each such option shall expire ten (10) ten years after its date of grant or on such earlier date as is hereinafter provided and (2) no Common Stock acquired upon the exercise of such options shall be sold or transferred by the person exercising such option during the six month period following the date of exercise of such option if such person shall be a director of the Company on the date such option is exercised. An exercisable option, or portion thereof, may be exercised in whole or in part only with respect to whole shares of Common Stock. Options granted under this Paragraph 4A shall be exercisable in accordance with Paragraph 7.

5. EXERCISE PRICE. The exercise price of the shares of Common Stock under each option shall be determined by the Committee, provided, however, that the exercise price shall not be less than 100 percent of the fair market value of the Common Stock subject to such option on the date of grant; and further provided, that if, at the time an ISO is granted, the optionee owns, or is deemed to own in excess of 10 percent of the total combined voting power of all classes of stock of the corporation or its Subsidiary corporations, the exercise

price of such ISO shall not be less than 110 percent of the fair market value of the Common Stock subject to such ISO on the date of grant.

6. TERM. The term of each option granted pursuant to the Plan shall be such term as is established by the Committee, in its sole discretion, at or before the time such option is granted: provided, however, that the term of each ISO granted pursuant to the Plan shall be for a period not exceeding 10 years from the date of grant thereof, and further provided, that if, at the time an ISO is granted, the optionee owns, or is deemed to own, stock possessing more than 10 percent of total combined voting power of all classes of stock of the Company, or any of its Subsidiaries, the term of the ISO shall be for a period not exceeding five years from the date of grant. Options shall be subject to earlier termination as hereinafter provided.

7. EXERCISE. An option (or any part or installment thereof), to the extent then exercisable, shall be exercised by giving written notice to the Company, at its principal office (at present 51 East Bethpage Road, Plainview, NY 11803, Attention: Stock Option Committee), stating which option is being exercised, specifying the number of shares of Common Stock as to which such option is being exercised and accompanied by payment in full of the aggregate exercise price thereof (or the amount

due on exercise if the Contract permits, with previously acquired shares of Common Shares having an aggregate fair market value, on the date of exercise, equal to the aggregate exercise price of all options being exercised, or with any combination of cash, certified check or shares of Common Stock.

A person entitled to receive Common Stock upon the exercise of an option shall not have the rights of a shareholder with respect to such shares of Common Stock until the date of issuance of a stock certificate is issued, any option holder using previously acquired shares of Common Stock in payment of an option exercise price shall continue to have the rights of a shareholder with respect to such previously acquired shares.

In no case, may a fraction of a share of Common Stock be purchased or issued under the Plan.

8. TERMINATION OF EMPLOYMENT. Any holder of an option granted to an employee whose employment with the Company (and/or its Subsidiaries) has terminated for any reason other than his or her death or Disability (as defined in Paragraph 19) may exercise such option, to the extent exercisable on the date of termination, at any time within three months after the date of termination; but not thereafter and in no event after the expiration of the term of the option; provided, however, that if his or her employment shall be terminated either (a) for cause, or (b) without the consent of the Company, said option shall be terminate immediately. Options granted to employees under the Plan shall not be affected by any change in the status of the holder so long as he continues to be a full-time employee of the Company, or any of its Subsidiaries (regardless of having been transferred from one corporation to another).

For purposes of the Plan, an employment relationship shall be deemed to exist between an individual and a corporation if, at the time of the determination, the individual was an employee of such a corporation for purposes of Section 422(a) of the Code. As a result, an individual on military, sick leave or other bona fide leave of absence shall continue to be considered an employee for purposes of the Plan during such period if the leave does not exceed 90 days, or, if longer, so long as the individual's right to re-employment with the Company (or related corporation) is guaranteed whether by statute or by contract. If the period of leave exceeds 90 days and individual's right to

reemployment is not guaranteed by statute or by contract, the employment relationship shall be deemed to have terminated on the 91st day of such leave.

An option granted to a consultant may be exercised at any time during its term. It shall not be affected by a change in the holder's relationship with the Company or its Subsidiaries.

An option granted to a director, who is not an employee of the Company or a Subsidiary, may exercise such option, to the extent it is exercisable on the

date of the end of his or her term as a member of the Board of Directors, at any time within one (1) year after the end of said term, unless the Committee affirmatively extends the term of said option. Notwithstanding the previous sentence, should the director be removed as a member of the Board of Directors, for cause, the option shall terminated immediately.

Nothing in the Plan or in any option granted under the Plan shall confer on any individual any right to continue in the employ, or to serve as a consultant or a director of the Company or a Subsidiary, or interfere in any way with the right of the Company, or any of its Subsidiaries to terminate the holder's employment or consulting or remove the holder as a member of the Board of Directors, at any time for any reason whatsoever without liability to the Company of any of its Subsidiaries.

9. DEATH OF DISABILITY OF AN OPTIONEE. If an employee or director to whom an option was granted dies (a) while he is employed by the Company, or its Subsidiaries; or (b) within 90 days after termination of his employment (unless such termination was for cause or without the consent of the Company; or (c) while serving as a member of the Board of Directors of the Company; or (d) within 90 days after the expiration of his or her term as a member of the Board of Directors; or (e) within one year following the termination of his employment by reason of Disability, the option may be exercised, to the extent exercisable on the date of death, by his or her executor, administrator or other person at the time entitled by law to his rights under such option, at any time within one year after death, but not thereafter and in no event after the expiration of the term of the option.

The holder of an option granted to an employee whose employment has terminated by reason of Disability may exercise such option, to the extent exercisable upon the

effective date of such termination, at any time within one year after such date, but not thereafter and in no event after the expiration of the term of the option.

The term of an option granted to a consultant shall not be affected by the death or Disability of the consultant. In such event, the option may be exercised by the executor, administrator or other person a the time entitled by law to his rights under such option to the extent exercisable at the time of the consultant's death or Disability at any time during the term of the option, but not thereafter.

10. COMPLIANCE WITH SECURITIES LAWS. The Committee may require, in its discretion, as a condition to the exercise of any option that either (a) a Registration Statement under the Securities Act of 1933, as amended (the "Securities Act") with respect to the shares of Common Stock to be issued upon such exercise shall be effective and current at the time of exercise, or (b) there is an exemption from registration under the Securities Act for the issuance of shares of Common Stock upon exercise. Nothing shall be construed as requiring the Company to register shares subject to any option under the Securities Act.

The Committee may require the optionee to execute and deliver to the Company his or her representation and warranty in form and substance satisfactory to the Committee, that the shares of Common Stock to be issued upon exercise of the option are being acquired by the optionee for his own account, for investment only and not with a view to the resale or distribution thereof. In addition, the Committee may require the optionee to represent and warrant in writing that any subsequent resale or distribution of shares of Common Stock by such optionee will be made only pursuant to (i) a Registration Statement under the Securities Act which is effective and current with respect to the shares of Common Stock being sold, or (ii) a specific exemption from the registration requirements of the Securities Act, but in claiming such exemption, the optionee shall provide the Company with a favorable written opinion of counsel in form and substance satisfactory to the Company, as to the applicability of such exemption to the proposed sale or distribution.

In addition, if at any time the committee shall determine in its discretion that the listing or qualification of the shares of Common Stock subject to such option on any securities exchange or under any applicable law, or the consent, or approval of any governmental regulatory body, is necessary or desirable as a

condition of, or in connection with, the granting of an option, or the issue of shares of Common Stock

thereunder, such option may not be exercised in whole or in part, unless such listing, qualification, consent or approval shall have been effective or obtained free of any conditions not acceptable to the Committee.

11. STOCK OPTION CONTRACTS. Each option shall be evidenced by an appropriate contract which shall be duly executed by the Company and the optionee, shall contain such terms and conditions not inconsistent herewith as may be determined by the Committee (the "Contract").

12. ADJUSTMENTS UPON CHANGES IN COMMON STOCK. Notwithstanding any other provisions of the Plan, in the event of any change in the outstanding Common Stock by reason of a stock split, stock dividend, recapitalization, merger in which the Company is the surviving corporation, split-up, combination or exchange or the like, the aggregate number and kind of shares subject to the Plan, the aggregate number and kind of shares subject to each outstanding option and the exercise price thereof shall be appropriately adjusted by the Board of Directors, including options granted pursuant to Paragraph 4A, whose determination shall be conclusive.

In the event of (a) the liquidation or dissolution of the Company, (b) a merger in which the Company is not the surviving corporation or a consolidation, or (c) any other capital reorganization in which more than 50 percent of the shares of Common Stock of the Company entitled to vote are exchanged, any outstanding options shall become exercisable in full.

13. AMENDMENTS AND TERMINATION OF THE PLAN. The Board of Directors, without further approval of the Company's shareholders , may at any time suspend or terminate the Plan, in whole or in part, or amend it from time to time in such respects as it may deem advisable, including without limitation, in order to fully comply with the Code and Rule 16b-3 promulgated under the Exchange Act. The Plan may not be amended without consent of the Company's shareholders for those changes that require shareholders' approval under the Code. No termination, suspension or amendment of the Plan shall, without the consent of the holder of an existing option affected thereby, adversely affect his rights under such option. The power of the Committee to construe and administer any options granted under the Plan prior to the termination or suspension of the Plan nevertheless shall continue after such termination or during such suspension.

14. NON-TRANSFERABILITY OF OPTIONS. No statutory option granted under the Plan shall be transferable otherwise than by will or the laws of descent and distribution, and options may be exercised, during the lifetime of the holder thereof, only by him or his legal representatives. Except to the extent provided above, options may not be assigned, transferred, pledged, hypothecated or disposed of in any way (whether by operation of law or otherwise) and shall not be subject to execution attachment or similar process. Notwithstanding the above, non-statutory stock options granted pursuant to this Plan to Non-employee Directors shall be fully assignable and transferable under this Plan.

15. WITHHOLDING TAXES. The Company may withhold cash and or shares of Common Stock to be issued with respect thereto having an aggregate fair market value equal to the amount which it determines is necessary to satisfy its obligation to withhold Federal, state and local income taxes incurred by reason of the grant or exercise of an option, its disposition, or the disposition of the underlying shares of Common Stock. Alternatively, the Company may require the holder to pay to the Company such amount, in cash, promptly upon demand. The Company shall not be required to issue any shares of Common Stock pursuant to any such option until all required payments have been made.

16. LEGENDS; PAYMENT OF EXPENSES. The Company may endorse such legend or legends upon the certificates for shares of Common Stock issued upon exercise of an option under the Plan and may issue such "stop transfer" instructions to its transfer agent in respect of such shares as it determines in its discretion, to be necessary or appropriate to (a) prevent a violation of, or to perfect an exemption from the registration requirements of the Securities Act, (b) implement the provisions of the Plan or any agreement between the Company and

the optionee with respect to such shares of Common Stock, or (c) permit the Company to determine the occurrence of a "disqualifying disposition", as described in Section 421(b) of the Code, of the shares of Common Stock transferred upon the exercise of an ISO granted under the Plan.

The Company shall pay all issuance taxes with respect to the issuance of shares of Common Stock upon the exercise of an option granted under the Plan, as well as all fees and expenses incurred by the Company in connection with such issuance.

17. USE OF PROCEEDS. The cash proceeds from the sale of shares of Common Stock pursuant to the exercise of options under the Plan shall be added to the general funds of the Company and used for its general corporate purpose as the Board of Directors may determine.

18. SUBSTITUTIONS AND ASSUMPTIONS OF OPTIONS OF CERTAIN CONSTITUENT CORPORATIONS. Anything in this Plan to the contrary notwithstanding, the Board of Directors may, without further approval by the shareholders substitute new options for prior options of a Constituent Corporation (as defined in Paragraph 19) or assume the prior options of such Constituent Corporation.

19. DEFINITIONS.

(a) SUBSIDIARY(IES). Term Subsidiary(ies) shall have the same definition as "Subsidiary Corporation" in Section 424(f) of the Code.

(b) PARENT. The term "Parent" shall have the same definition as "Parent Corporation" in Section 424(e) of the Code.

(c) CONSTITUENT CORPORATION. The term "Constituent Corporation" shall mean any corporation which engages with the company, its Parent or any Subsidiary in a transaction to which Section 424(a) of the Code applies (or would apply if the option assumed or substituted were an ISO), or any Parent or any subsidiary of such corporation.

(d) DISABILITY. The term "Disability" shall mean a permanent and total disability within the meaning of Section 22(e)(3) of the Code.

20. GOVERNING LAW. The Plan, such options as may be granted hereunder and all related matters shall be governed by, and construed in accordance with, the laws of the State of New York.

21. PARTIAL INVALIDITY. The invalidity or illegality of any provision herein shall not affect the validity of any other provision.

22. STOCKHOLDER APPROVAL. This Plan shall be subject to approval by the holders of a majority of the Company's outstanding shares of Common Stock entitled to vote thereon. No options granted pursuant to this Plan shall be exercised prior to such approval. Notwithstanding the foregoing, if this Plan is not approved by a vote of the shareholders of the Company prior to the expiration of the twelve month period commencing on the date this Plan is adopted by the Board of Directors, then this Plan shall be terminated.

EXHIBIT 10.8

STRATEGIC PARTNERSHIP AGREEMENT

THIS AGREEMENT dated December 17, 2002 by and among DriverShield CRM Corp., a Delaware corporation ("CRM"), together with its parent DriverShield Corp., a New York corporation ("D/S") both with offices 12514 West Atlantic Blvd, Coral Springs, Florida 33071 and ClaimsNet, Inc., a Pennsylvania corporation ("ClaimsNet"), with offices at 4850 Street Rd, Tower One, Trevose, PA 19053.

WHEREAS, CRM is engaged in the vehicle claims management business ("VCMB"); and

WHEREAS, CRM desires ClaimsNet to operate and manage its VCMB; and

WHEREAS, ClaimsNet has agreed to operate and manage the VCMB upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

SERVICING VCMB

1. CRM and ClaimsNet agree to a Strategic Partnership Agreement whereby ClaimsNet shall operate and manage the CRM VCMB based upon the terms and conditions set forth herein.

2. ClaimsNet services shall include and be provided by ClaimsNet at its sole cost and expense: (i) servicing client claims through an auto body shop network, (ii) operating the VCMB during normal business hours Monday through Friday excluding national holidays, (iii) auditing estimates, (iv) originating and completing all financial transactions with shops and clients, (v) hosting and managing the server systems, web site and software necessary to operate and manage the VCMB systems, (vi) personnel and staffing, (vii) accounting functions and financial systems, (viii) funding the VCMB and (ix) maintaining insurance. Commencement of servicing of the VCMB shall occur prior to January 1, 2003. (the "Effective Date"). ClaimsNet will operate the VCMB on terms which are similar in nature, volume and scope to those which ClaimsNet provided to its clients immediately prior to the Effective Date.

LICENSE OF TECHNOLOGY

3. CRM hereby grants a non-exclusive non-transferable license to ClaimsNet during the term of this Agreement and any extension whereby CRM shall license all of the software ("Technology") pursuant to a Proprietary Software License Agreement as set forth in Exhibit A and other intellectual property ("IP") as set forth in the Trademark License Agreement attached in Exhibit B, both related to the CRM VCMB. Additionally, for the Term of this Agreement, CRM hereby grants ClaimsNet a non-exclusive non-transferable license to utilize the CRM VCMB vehicle repair vendor network ("Network") for ClaimsNet to carry-out its obligations pursuant to this Agreement. CRM agrees to allow ClaimsNet to utilize the CRM VCMB and Technology without charge, for all of ClaimsNet's present customers including any of their customer accounts, a list of which includes AIG Mass Marketing, Harleysville, Safeco, Omaha Property & Casualty, Providence Washington Insurance Company, Royal SunAlliance, Penns Miller, Home State County Mutual, Crum & Forster, ARI Insurance, GE, First Notice Systems (and any of their customer accounts), and First Choice Solutions (and any of their customer accounts).

TERM

4. The term of this Agreement shall be for a period of five (5) years from the Effective Date (the "Term"). This Agreement shall be renewed for additional two (2) year terms unless ClaimsNet notifies CRM that it is terminating the Agreement at least ninety (90) days prior to the end of the then-current term.

OPTION TO PURCHASE

5. During the Term and any extension thereof, ClaimsNet shall have the option beginning on January 1, 2007 to purchase from CRM the VCMB including but not limited to the customer list, supplier list and assignment of contracts, and Technology, which price shall be computed as an amount equal to the fees paid by ClaimsNet to CRM for the past twenty-four (24) months. ClaimsNet shall assume no liabilities of CRM, other than those directly related to the operation of the VCMB and previously incurred by ClaimsNet subsequent to the Effective Date.

PAYMENT

6. ClaimsNet shall pay CRM the following compensation for the entire Term of this Agreement and any extension thereof:

a. Fifty percent (50%) of all administrative fees, excluding auditing, appraisal and third party e-commerce fees, collected from CRM Clients, beginning February 1, 2003.

b. Twenty-five (25%) of all vendor referral fees paid by automobile body repair shops for repairs derived from CRM Clients beginning March 1, 2003.

c. Fifteen percent (15%) of all administrative fees and vendor referral fees paid by auto body repair shops, derived from New ClaimsNet Clients employing the Technology, excluding auditing, appraisal and third party E-Commerce fees.

A CRM Client shall be defined as: (i) a client that has entered into a written agreement with CRM prior to the Effective Date of the Strategic Partnership Agreement, (ii) a client that has previously been disclosed in writing to ClaimsNet prior to the Effective Date of the Strategic Partnership Agreement as set forth in Exhibit C, or (iii) a clientthat enters into a written agreement with CRM which is approved by ClaimsNet subsequent to the Effective Date of the Strategic Partnership Agreement, due to the direct sales efforts of CRM or D/S. A list of CRM clients is set forth in Exhibit D.

A New ClaimsNet Client shall be defined and limited to those new client accounts acquired by ClaimsNet after the Effective Date of the Agreement that utilize the Technology to service the New ClaimsNet Client.

The compensation payable to CRM shall be paid monthly no later than the fifteen (15th) of the month following the previous month in which ClaimsNet collects the underlying fees for which the compensation is payable. Any compensation not paid on a timely basis shall accrue interest at the rate of twelve percent (12 %) per annum from the due date if not paid within 5 days after receipt of written notice from CRM.

CRM OBLIGATIONS

7. CRM further agrees:

a. To provide no less than one month current salary severance to Todd Sternbach and Randy Dunaieff and further, to provide ClaimsNet a credit against compensation due CRM as set forth in Paragraphs 6(a), 6(b) and 6(c) above equal to an amount of one third (1/3) of the monies ClaimsNet pays to Todd Sternbach (the "Sales Employee") and Randy Dunaieff (or Robert Burrowes in place of Randy Dunaieff) (the "Technology Employee") which credit shall be limited to $2,000 per person per month from the Effective Date through May 31, 2003 for their continuation of services, subsequent to the Effective Date, to support the transition and successful servicing of CRM Clients;

b. To provide CRM employee information to ClaimsNet on each individual assigned to the VCMB and assist ClaimsNet in the recruitment of the individuals as requested by ClaimsNet;

c. No later than March 31, 2003, to provide basic documentation for the Technology, including third party licensing material, written notes, drawings, schemas, reports, educational documentation, and written instruction on creating, modifying and maintaining pagedefs;

d. To provide the documentation and information for the VCMB, including Network shop lists, files, historical claims files, billing information, customer information and writings, correspondence, prospective client information and all other documentation reasonably requested by ClaimsNet;

e. To transfer the existing toll free help line telephone number, (877) 307-0460, to ClaimsNet;

f. To transfer the hosting of the VCMB CRM web site, www.driversshield.com, to ClaimsNet and provide a hyperlink and naming option to click through the D/S website to the CRM website, www.driversshield.com 5 business days before the Effective Date, or at ClaimsNet's election and guidelines redirect any reference to the VCMB and URLs;

g. To lease and deliver to ClaimsNet two (2) servers to operate the Technology for a period of up to one (1) year for a cost of $100.00 per month for each month used by ClaimsNet. However, ClaimsNet will use all commercially reasonable efforts to move the Technology to its own servers as quickly as practicable;

h. To direct CRM clients to send all VCMB payments to a new lock box checking account opened by ClaimsNet under the name of DriverShield CRM Corp. at Commerce Bank, in Trevose, PA, regarding billing and payment/collections under the current and future CRM customer contracts. CRM agrees to sign any and all documents necessary to assign all funds received and or payable to CRM under this Agreement to ClaimsNet including, but not limited to a power of attorney, bank resolution, or any other document required by Commerce Bank. CRM agrees to pay ClaimsNet for any payment/collections due ClaimsNet upon receipt by CRM. Both CRM and ClaimsNet also agree to provide a list to each other every week of all financial transactions regarding VCMB, including a detailed list of all deposits accepted by the lock box and provide all the information necessary to maintain an audit trail between CRM, ClaimsNet, clients and Network shops regarding the VCMB. Notwithstanding anything to the contrary, ClaimsNet and CRM agree that for any services provided, fees owed and/or repairs completed by CRM prior to the Effective Date or commenced prior to the Effective Date, but completed subsequent to the Effective Date, CRM may receive payment directly from client for these monies owed, or ClaimsNet agrees to forward to CRM any payments that it receives that are owed to CRM.

i. To deliver to ClaimsNet, CRM warranty and customer survey materials, and historical data.

j. D/S agrees that so long as it owns its wholly owned subsidiary, DriverShield ADS Corp. ("ADS") and ADS offers its DriverShield Auto Discount Service program, D/S will offer the ADS program to any of ClaimsNet Customers, which terms to ClaimsNet shall be as reflected in the attached Exhibit E. D/S agrees that it shall use its best efforts to obligate ADS to continue to offer the DriverShield Auto Discount Service to any CRM client pursuant to any contractual obligation that CRM has to its clients, regardless of D/S' ownership of ADS.

k. CRM shall require their Technology employees to complete the following, and CRM shall take no action that would interfere with their efforts to do the following:
   i. Document the Technology and provide ClaimsNet with training and support on the Technology, with ClaimsNet paying the cost of all CRM personnel's travel expenses approved by ClaimsNet in advance, including transportation, meals and hotels;
   ii. Assist in the preparation for the relocation of the Technology from CRM to ClaimsNet, with ClaimsNet paying the cost of all CRM personnel's travel expenses approved by ClaimsNet in advance, including transportation, meals and hotels;
   iii. Provide ClaimsNet access to the test version of the Technology through the Internet, loaded with claims and Network shops, and assist in the installation of the test version of the Technology on ClaimsNet's computer at CRM by December 15, 2002;
   iv. Work with ClaimsNet to learn, modify, repair, run, backup, maintain

and further document the Technology for a period of six (6) months, so long as the Technology Employee is so willing pursuant to Paragraph 7(a);

v. Document the installation procedures for the Technology and assist in the installation of the operational version of the Technology at ClaimsNet, so long as the Technology Employee is so willing pursuant to Paragraph 7(a);

vi. Document the procedures for shop/vendor list importing into the Technology; vii. Document how to process billing invoices and monthly administrative fees from the Technology;

viii. Convert Technology to SQL 2000 by December 27, 2002 for the production version;

ix. New branding, logo and color design alternations for the Technology as directed by ClaimsNet, subsequent to the Effective Date, so long as the Technology Employee is so willing, pursuant to Paragraph 7(a).

l. CRM shall require its sales and support employees to do the following, and CRM shall take no action that would interfere with them to do the following:

i. Introduce ClaimsNet sales and servicing employees to each and every client;

ii. Provide continuing assistance in managing the VCMB client accounts for a period of six (6) months after the Effective Date, so long as the Sales Employee is so willing, pursuant to Paragraph 7(a);

iii. Provide continuing business development services after the Effective Date for the GEICO and Liberty Mutual opportunities, so long as the Sales Employee is so willing, pursuant to Paragraph 7(a);

iv. Introduce ClaimsNet sales and servicing employees to the Liberty Mutual Charlotte , and Bala Cynwyd offices and any other branch offices when those branches commence the use of the VCMB program after the Effective Date, so long as the Sales Employee is so willing, pursuant to Paragraph 7(a).

WARRANTIES AND REPRESENTIONS
- ----------------------------

8. CRM hereby warrants and represents to ClaimsNet that:

a. There are no actions, suits or proceedings pending or threatened or notices of any claims of any dispute from EDS;

b. There are no actions, suits or proceedings pending or notices of any claims threatened against or effecting CRM from any client or vendor;

c. There are no actions, suits or proceedings pending or notices of any claims threatened against or effecting CRM from any third party software or hardware licensors;

d. There is no other license for the Technology which has been granted or claimed by another party;

e. There are no actions, suits or proceedings pending or threatened against or effecting CRM before any Court or Arbitrator relating in any matter to the VCMB business;

f. CRM owns and or has licensed all of the software and applications related to the Technology and has the right to enter into this Agreement;

g. It has not received notice and has no actual knowledge that the Technology infringes upon any patents, copyrights, trademarks, trade secrets or the proprietary rights of any third party and there is no claim threatened or pending with respect to the Technology;

h. CRM possesses or has the right to use all of the patents, trademarks, copyrights and application for all Technology and IP used in its VCMB business and has the full right and authority to provide ClaimsNet with a non-exclusive non-transferable license thereof;

i. That it has not entered into any agreement to directly or indirectly market, sell, license, or permit the use of the licensed Technology to any other party;

j. That during the term hereof, CRM will not sell, disclose, license or assign the licensed Technology to any competitor of ClaimsNet in the VCMB.

HOLD HARMLESS

9. CRM shall indemnify, defend and hold harmless ClaimsNet from any and all claims, demands, liabilities, losses, damages, judgments, or settlements, including all reasonable costs and expenses related thereto, including attorney's fees, directly or indirectly related to any claim related to VCMB prior to the Effective Date.

D/S shall indemnify, defend and hold harmless ClaimsNet from any and all claims, demands, liabilities, losses, damages, judgments, or settlements, including all reasonable costs and expenses related thereto, including attorney's fees, directly or indirectly related to any claim related to the obligation of ADS to offer the DriverShield Auto Discount Service to any CRM client pursuant to any contractual obligation that CRM has to its clients.

ClaimsNet shall indemnify, defend and hold harmless CRM and D/S from any and all claims, demands, liabilities, losses, damages, judgments, or settlements, including all reasonable costs and expenses related thereto, including attorney's fees, directly or indirectly related to any claim related to VCMB on or subsequent to the Effective Date. Notwithstanding the above, so long as the insurance coverages are in force pursuant to Paragraph 11 and the basis of the claim asserted against D/S and/or CRM creating the need for indemnification by ClaimsNet is not due to the acts or omissions of ClaimsNet's employees, ClaimsNet's obligation to indemnify and hold harmless CRM and/or D/S shall be limited to the coverage provided by the appropriate insurance policy (ies).

CONFIDENTIALITY

10. CRM shall maintain the confidentiality of all ClaimsNet documents and information, both written and oral, including but not limited to: products, systems, intellectual property, proprietary information, Technology, ClaimsNet's technology and applications, financial information, business methodology, marketing plans and information, procedures, policies, programs, pricing, relationships with suppliers, customers, vendors, shop network lists and vendor lists.

ClaimsNet shall maintain the confidentiality of all CRM documents and information, both written and oral, including but not limited to: products, systems, intellectual property, proprietary information, Technology, applications, financial information, business methodology, marketing plans and information, procedures, policies, programs, pricing, relationships with suppliers, customers, vendors, shop network lists and vendor lists.

The parties and their respective subsidiaries, affiliates, directors, officers, agents and representatives will keep confidential and not disclose to anyone, except as required by law, the terms and conditions of this Agreement.

INSURANCE

11.

a. During the Term, any extensions of the Term, at all times that ClaimsNet performs its obligations pursuant to this Agreement and for three (3) years following the expiration or termination of this Agreement for any reason, ClaimsNet will maintain in full force and effect, at ClaimsNet's own expense, insurance coverage as specified in this Paragraph and in the Certificate of Liability Insurance attached to this Agreement as Exhibit F.

b. Errors and Omissions. CRM will continue to maintain its Errors and Omissions policy through January 8, 2003, naming ClaimsNet as an additional insured and thereafter, ClaimsNet shall maintain its own Errors and Omissions policy with minimum coverage equal to $1 million and naming CRM and D/S as additional insureds.

c. Certificates of Insurance. Certificates of Insurance evidencing the required

coverage and limits must be furnished to CRM and D/S prior to the Effective Date and attached as Exhibit F, except for the Errors and Omissions policy that will be supplied after January 8, 2003 and at such other times as requested by CRM and D/S. Such Certificates of Insurance will provide CRM and D/S thirty (30) days written notice prior to cancellation of such policies. All insurance policies will be written by a company authorized to do business in the territory and jurisdiction where the project is located. ClaimsNet will furnish copies of any endorsements subsequently issued which amend coverage or limits.

LIMITATION OF LIABILITY

12. ClaimsNet, Inc. shall not be responsible for any monetary claims and/or damages that arise from the obligations under this Agreement, except as set forth in Paragraphs 6, 9 and 12 hereof, the Proprietary Software License Agreement and the Trademark License Agreement.

a. Except as set forth in the Paragraph 9 and 12(c) hereof, D/S and CRM shall not be responsible for any monetary claims or damages that arise from the obligations under this Agreement, the Proprietary Software License Agreement and the Trademark License Agreement, in excess of the amount of monies paid (past or future payments) to CRM by ClaimsNet pursuant to this Agreement.

b. Notwithstanding anything contained herein to the contrary, ClaimsNet shall be entitled to a right of offset for any monies due CRM under this Agreement for any claims or damages as a result of D/S or CRM's breach of its obligations under this Agreement until all damages have been satisfied.

c. ClaimsNet shall assume no liabilities of CRM or D/S other than those directly related to the operation of the VCMB and previously incurred by ClaimsNet subsequent to the Effective Date.

MISCELLANEOUS PROVISIONS

13. This Agreement is binding upon the parties hereto and their successors. This Agreement may not be assigned in whole or in part by ClaimsNet without the prior written consent of CRM, except to an affiliate of ClaimsNet. Any assignment, delegation or transfer of this Agreement or any interest therein without written consent of CRM is void and cause for termination of this Agreement. Nothing in this Agreement shall be construed to grant any person or entity not a party hereto any rights or powers whatsoever, and no person or entity shall be a third party beneficiary of this Agreement. This Agreement may not be assigned by CRM to a competitor of ClaimsNet without ClaimsNet's prior written consent.

14. The parties hereby acknowledge that D/S will disclose this Agreement to the Securities and Exchange Commission as a material contract. Additionally, the parties acknowledge that D/S will issue a press release announcing this Agreement. The contents of the press release shall be approved by ClaimsNet, which approval shall not be unreasonably withheld.

15. Governing Law; Arbitration.

Any dispute, controversy or claim arising under, out of, in connection with or in relation to this Agreement, or the breach, termination, validity or enforceability of any provision hereof (a "Dispute"), if not resolved informally through negotiation between the parties, will be submitted to non-binding mediation. The parties will mutually determine who the mediator will be from a list of mediators obtained from the American Arbitration Association office located in the city determined as set forth below in this Paragraph 15 (the "AAA"). If the parties are unable to agree on the mediator, the mediator will be selected by the AAA. If any Dispute is not resolved through mediation, it will be resolved by final and binding arbitration conducted in accordance with and subject to the Commercial Arbitration Rules of the AAA then applicable. One arbitrator will be selected by the parties' mutual agreement or, failing that, by the AAA, and the arbitrator will allow such discovery as is appropriate, consistent with the purposes of arbitration in accomplishing fair, speedy and cost effective resolution of disputes. The arbitrator will reference the rules

of evidence of the Federal Rules of Civil Procedure then in effect in setting the scope of discovery, except that no requests for admissions will be permitted and interrogatories will be limited to identifying (a) persons with knowledge of relevant facts and (b) expert witnesses and their opinions and the bases therefor. Judgment upon the award rendered in any such arbitration may be entered in any court having jurisdiction thereof. Any negotiation, mediation or arbitration conducted pursuant to this Paragraph 15 and initiated by CRM or D/S will take place in Philadelphia County, PA, and in Broward County, FL if initiated by ClaimsNet. Other than those matters involving injunctive relief or any action necessary to enforce the award of the arbitrator, the parties agree that the provisions of this Paragraph 15 are a complete defense to any suit, action or other proceeding instituted in any court or before any administrative tribunal with respect to any Dispute or the performance by either party of its obligations herein. Each party acknowledges and agrees that the other party may seek injunctive relief in order to enforce the covenants set forth in Paragraph 10 or to enforce their respective rights under the Proprietary Software License Agreement and the Trademark License Agreement both dated as of the date hereof. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings.

16. Records. ClaimsNet agrees to maintain accurate records (i) arising from or related to operating the VCMB provided hereunder, including, without limitation, client and repair network contracts, accounting records and documentation produced in connection with the rendering of any services pursuant to operating the VCMB; and (ii) all books, records, financial statements

and related to the VCMB and give CRM full access to review such records upon CRM's or D/S' request. ClaimsNet agrees to provide CRM the following reports on a monthly basis: (a) Monthly Invoice Register, (b) Accounts Receivable Aging, (c) Cash Receipts and Lockbox Registers, (d) Accounts Payable aging Monthly, detail and summary format, (e) Check Register, (f) Reports of new clients added and clients lost.

17. The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The provisions in Paragraph 9, 10, 11, 12, 15 and 19 shall survive termination or expiration of this Agreement.

18. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and there are no representations other than those set forth herein and the Agreement may not be changed except in writing signed by the parties.

19. Notices. Any notices, requests, demands or other communications required by or made under this Agreement shall be in writing and shall be deemed to have been duly given i) on the date of service if served personally on the party to whom notice is to be given ii) on the day of transmission if sent via facsimile transmission to the facsimile number given below, and telephonic confirmation or receipt is obtained promptly after completion of transmission, or iii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the U.S. Postal Service, to the party as follows:

If to CRM and/or D/S:

Mr. Barry Siegel
DriverShield Corp.
DriverShield CRM Corp.
12514 West Atlantic Blvd
Coral Springs, Florida 33071
Facsimile: (954) 752-6544

with a copy to:

Lawrence A. Muenz, Esquire
Meritz & Muenz LLP
Three Hughes Place
Dix Hills, New York 11746
Facsimile: (631) 242-6715

If to ClaimsNet:

Mr. Wayne Smolda
The ClaimsNet, Inc.

4850 Street Rd
Tower One
Trevose, PA 19053

With a required copy to:

Paul N. Sandler, Esquire
Sandler Marchesini, PC
1429 Walnut St, 16th Floor
Philadelphia, PA 19102

IN WITNESS WHREREOF, intending to be legally bound hereby, the parties hereto set their hands and seals on the date indicated next to their signature.

DRIVERSHIELD CRM CORP.

Date_____ By:_____

DRIVERSHIELD CORP.
[For purposes of Paragraph 7(f) and (j), and 12 only]

Date_____ By:_____

THE CLAIMSNET, INC.

Date_____ By:_____

DriverShield ADS Corp.
[For purpose of Paragraph 9 and Exhibit E only]

Date_____ By:_____

Exhibit C

POTENTIAL CRM CLIENTS

1. Geico
2. Wawaunesa
3. AIG - Specialty Auto
4. Cambridge Integrated Services Group
5. Pekin
6. Cameron
7. Farm Family Insurance
8. Hasting Mutual
9. Auto Owners Insurance Company
10. Travelers P & C
11. Merchants Insurance
12. Austin Mutual
13. Guide One
14. Sentry Insurance
15. Vesta

EXHIBIT D

CRM Clients List

1. The St. Paul Fire & Marine Insurance Companies
2. Liberty Mutual Insurance Co.
3. Employers Insurance of Wausau
4. Bankers Insurance Company
5. Farmers Alliance Companies
6. AIG

EXHIBIT E

MARKETING AGREEMENT

BY AND BETWEEN

DRIVERSHIELD ADS CORP.

AND

CLAIMSNET GROUP INC.

MEMBERSHIP FEES FOR THE DRIVERSHIELD AUTO DISCOUNT SERVICE PROGRAM

Plan A - $12 per membership per year, or $1 per month (Individual and Spouse)

- Collision Damage Repair Benefit
- Driver Discount Benefits
- Auto Advice Hotline
- Custom Trip Routing
- Hotel Discounts
- Dining Discounts
- Car Rental Discounts
- New and Used Car Buying Service
- $1,000 Trip Interruption / Accident Coverage
- $1,000 Trip Interruption / Stolen Auto
- 24 Hour Roadside Assistance "Dispatch Only"

Plan B - $21 per membership per year, or $1.75 per month (Individual and Spouse)

- Collision Damage Repair Benefit
- Driver Discount Benefits
- Auto Advice Hotline
- Custom Trip Routing
- Hotel Discounts
- Dining Discounts
- Car Rental Discounts
- New and Used Car Buying Service
- $1,000 Trip Interruption / Accident coverage
- $1,000 Trip Interruption / Stolen Auto
- 24- Hour Roadside Assistance "Sign and Drive" with $50 per occurrence coverage (3 uses per year)

EXHIBIT E

Fulfillment expense is the responsibility of the Marketer.

THE DRIVERSHIELD PROGRAM FEE MAY CHANGE DURING THE TERM OF THIS AGREEMENT SHOULD MEMBERSHIP BENEFITS BE ADDED OR DELETED BY ADS. ANY SUCH CHANGE BY ADS SHALL BE COMMUNICATED IN WRITING TO CLAIMSNET AT LEAST 60 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF SUCH CHANGE. PRIOR TO NINETY (90) DAYS BEFORE THE EXPIRATION OF THE TERM, THE ADS MAY CHANGE THE PROGRAM FEE THAT WILL BECOME EFFECTIVE UPON THE COMMENCEMENT OF THE NEW TERM. ANY INCREASE IN THE PROGRAM FEES OR DECREASE IN PROGRAM BENEFITS OR SERVICES, IF DEEMED MATERIAL BY CLAIMSNET, MAY RESULT IN THE TERMINATION OF THE AGREEMENT, AT CLAIMSNET'S SOLE DISCRETION.

The following information is needed for new enrollees:

- Name
- Address
- Telephone Number
- Account Number
- Effective Date
- Termination Date (based on billing mode i.e. annual, monthly etc.)
- Payment Amount

EXHIBIT 10.9

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT (the "Agreement") dated June 18, 2002 by and between DRVR, Inc., a Florida corporation with an address at 12514 West Atlantic Blvd, Coral Springs, 33071 (the "Company") a wholly owned subsidiary of DriverShield Corp. ("DriverShield"), and Steven T. DeLisi, residing at 450 Beldon Hill Road, Wilton, CT 06897 (the "Executive").

W I T N E S S E T H

WHEREAS, the Company desires that Executive be employed by it and render services to it, and Executive is willing to be so employed and to render such services to the Company, all on the terms and subject to the conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Employment

Subject to and upon the terms and conditions contained in this Agreement, the Company hereby employs Executive, for the period set forth in Paragraph 2 (subject to the terms and conditions of this Agreement), to render the services to the Company, its affiliates and/or subsidiaries described in Paragraph 3.

2. Term

The Executive's term of employment under this Agreement shall commence on September 3, 2002, or such earlier date as mutually agreed upon between the Company and the Executive (the "Commencement Date") and shall continue for a period that terminates on December 31, 2004 (the "Expiration Date"), unless earlier terminated under the terms and conditions herein (the "Employment Term").

3. Duties

(a) Executive's responsibilities shall be to manage and direct the operational affairs of the Company as defined in a business plan related to the auditing of hospital receivables payable by insurance carriers, or as shall from time to time be designated by the Chief Executive Officer ("CEO") of DriverShield. The Executive shall be based in his own home office and shall have the title of President of the Company.

(b) Executive agrees to abide by all By-Laws and policies of the Company and/or DriverShield promulgated from time to time by the Company and/or DriverShield.

4. Exclusive-Services and Best Efforts

Executive shall devote his entire working time, attention, best efforts and ability exclusively to the service of the Company, its affiliates and subsidiaries during the term of this Agreement.

5. Compensation

(a) Base Salary. Commencing on the Commencement Date, the Executive shall receive an annual salary, payable pursuant to the Company's normal payroll procedures in place from time to time, during the Employment Term, in the amount of One Hundred Seventy-five Thousand Dollars ($175,000), subject to all required federal, state and local payroll deductions. The Executive's Base Salary may be increased upon the recommendation of the CEO and the approval of the Board of Directors of DriverShield.

(b) Incentive Compensation. The Executive shall participate in the DriverShield's Corporate Incentive Compensation Program as approved and authorized by the Board of Directors of DriverShield, subject to amendment by the Board of Directors or the Compensation Committee of the Board of Directors of DriverShield.

Additionally, the Executive shall receive an additional bonus equal to fifty percent (50%) of the Executive's Base Salary upon the Company achieving a net profit contribution of at least Twenty-five thousand dollars ($25,000) per month for three (3) consecutive months (the "Initial Bonus").

Thereafter, the Board of Directors of DriverShield shall establish reasonable new bonus targets consistent with the Executive's proven performance as of that date offering the Executive the opportunity to earn a bonus up to fifty percent (50%) of the Base Salary, plus no less than five percent (5%) of all net profits of the Company.

Prior to receiving the Initial Bonus, the Executive shall receive an interim bonus of Five thousand dollars ($5,000) for each hospital that enters into a contract for the intended services to be provided by the Company (the "Interim Bonus"). Any Interim Bonus paid shall be offset against the Initial Bonus.

(c) The Executive shall be granted a stock option under the DriverShield 1995 Incentive Stock Plan (the "Plan") with the right to purchase up to 250,000 shares of DriverShield common stock (the "Stock Option"). The Stock Option shall be granted at a price equal to $1.25 per share within five (5) days of the Company receiving a copy of this Agreement that has been executed by the Executive. The Stock Option shall become exercisable in one-third increments upon the first, second and third anniversary of the Stock Option grant. Additionally, should a Change in Control, as hereinafter defined, occur, only to the extent that DriverShield or the Company does not lose any deductions that would be otherwise be deductible under Section 280G of the Internal Revenue Code, the Employee's Stock Option shall become fully exercisable. The Company will provide the Executive a Stock Option Contract for his signature that will set out the terms of the option. This Stock Option shall be subject to the terms of the Plan.

6. Business Expenses

Executive shall be reimbursed for only those business expenses incurred by him (a) which are reasonable and necessary for Executive to perform his duties under this Agreement in accordance with policies established from time to time by the Company, and (b) for which Executive has submitted vouchers and/or receipts. The Executive shall be issued a corporate credit card that he shall use solely for business expenses that are reasonable and necessary for the Executive to perform his duties under this Agreement in accordance with policies established from time to time by the Company. The Company will reimburse the Executive for the cost of a land telephone in the Executive's home office and a cellular telephone. The Company will provide the Executive a laptop computer for business use.

7. Executive Benefits

During the Employment Term, Executive shall participate, to the extent he is eligible under the terms and conditions thereof, in any health, life, disability insurance, or 401(k) plan, or other employee benefit plans maintained by Employer (but nothing herein shall obligate the Company to establish or

maintain any such benefit plan). Executive will not be covered under the Company's health insurance until the Executive has been employed by the Company for more than ninety (90) days. The Executive shall be reimbursed for any payments he must make to continue his health insurance under the COBRA benefits offered by his former employer, until the Executive is covered under the Company's health insurance plan.

The Company shall pay the Executive a monthly automobile allowance of Five Hundred Dollars ($500).

8. Vacation and Sick Leave

Executive shall be entitled to four (4) weeks of vacation per annum during the Employment Term, in accordance with the DriverShield written policies concerning vacation and sick days, and shall be taken at such times as may be mutually agreed upon by the Company and Executive. The Executive shall be entitled to one (1) week of sick leave per annum during the Employment Term. Notwithstanding the above, should the Commencement Date occur prior to September 3, 2002, any vacation taken by the Executive in August 2002 shall be without pay and shall not be deducted from the Executive's annual vacation entitlement.

9. Death and Disability

(a) The Employment Term shall terminate on the date of Executive's death, in which event Executive's salary payable pursuant to Paragraph 5 and any accrued vacation, through the date of Executive's death, shall be paid to his estate. Executive's estate will not be entitled to any other compensation upon termination of this Agreement pursuant to this Paragraph 9(a).

(b) If during the Employment Term, Executive, because of physical or mental illness or incapacity, shall become substantially unable to perform the duties and services required of him under this Agreement for a period of forty-five (45) consecutive days or ninety (90) days in the aggregate in any one

calendar year, the Company may, upon at least ten (10) days' prior written notice given at any time after the expiration of such 45 or 90-day period, as the case may be, to Executive of its intention to do so, terminate this Agreement as of such date as may be set forth in the notice. In case of such termination, Executive shall be entitled to receive his salary payable pursuant to Paragraph 5 through the date of termination. Executive will not be entitled to any other compensation upon termination of this Agreement pursuant to this Paragraph 9(b).

10. Termination

(a) The Company may terminate the employment of Executive For Cause (as hereinafter defined). Upon such termination, the Company shall be released from any and all further obligations under this Agreement, except that the Company shall be obligated to pay Executive the unpaid prorated salary pursuant to Paragraph 5 earned or accrued up through the day on which Executive is terminated.

(b) The Company may terminate the employment of Executive Without Cause (as hereinafter defined). Upon such termination, the Company shall be released from any and all further obligations under this Agreement, except that the Company shall be obligated to pay Executive the unpaid prorated salary pursuant to Paragraph 5 earned or accrued up through the day on which Executive is terminated, in addition to the lesser of (i) One Hundred thousand dollars ($125,000), or (ii) the Base Salary and other employee benefits that would have been paid the Executive from the date employment is terminated through the Expiration Date, but in no event for a period of less than ninety (90) days.

(c) As used herein, the term "For Cause" shall mean:

(i) any material breach of this Agreement by Executive that, in the case of a breach that may be cured or remedied, is not

cured or remedied to the reasonable satisfaction of the Company within 30 days after notice is given by the Company to Executive, setting forth in reasonable detail the nature of such breach;

(ii) Executive's failure to perform his duties and services hereunder to the reasonable satisfaction of the CEO that, in the case of any such failure that may be cured or remedied, is not cured or remedied to the reasonable satisfaction of the CEO within thirty (30) days after notice is given by the Company to Executive, setting forth in reasonable detail the nature of such failure;

(iii) any material act, or material failure to act, by Executive in bad faith and to the material detriment of the Company; or

(iv) commission by Executive of a material act involving moral turpitude, dishonesty, unethical business conduct, or any other conduct that significantly impairs the reputation of the Company, its subsidiaries or affiliates.

(v) the conviction of the Executive of a felony, including the plea of nolo contendere

(d) As used herein, the term "Without Cause" shall mean:

(i) Termination by the Company of the Executive's employment for any reasons other than For Cause, Death or Disability.

11. Disclosure of Information and Restrictive Covenant

(a) Executive acknowledges that, by his employment, he has been and will be in a confidential relationship with the Company and will have access to confidential information and trade secrets of the Company, its subsidiaries and affiliates, including, but not limited to, confidential information or trade secrets belonging or relating to the Company, its subsidiaries, affiliates, customers and/or clients or proprietary processes or procedures of the Company, its subsidiaries, affiliates, customers and/or clients. Proprietary processes and procedures shall include, but shall not be limited to, all information which is known only to employees of the Company, its respective subsidiaries and affiliates or others in a confidential relationship with the Company or its respective subsidiaries and affiliates which relates to business matters. Confidential information and trade secrets include, but are not limited to, customer and client lists, price lists, marketing and sales strategies and procedures, operational and equipment techniques, business plans and systems, quality control procedures and systems, special projects and technological research, including projects, research and reports for any entity or client or any project, research, report or the like concerning sales or manufacturing or new technology, employee compensation plans and any other information relating thereto, and any other records, files, drawings, inventions, discoveries, applications or processes which are not in the public domain (all the foregoing shall be referred to herein as the "Confidential Information"). Executive agrees that in consideration of the execution of this Agreement by the Company, he will not use, or disclose to any third party, any of the Confidential Information, other than as required to perform his services hereunder or as directed or authorized by the DriverShield Board of Directors or CEO.

(b)

(i) Executive will not, at any time prior to the Expiration Date, or if the Executive's employment shall terminate prior to the Expiration Date, then for a period of one (1) year after the Executive ceases to be employed by the Company, engage in or participate in any business activity, including, but not limited to, acting as a director, officer, employee, agent, independent contractor, partner, consultant, licensor or licensee, franchiser or franchisee, proprietor, syndicate member, or shareholder that operates a business or activity which competes with any business or activity engaged in by the Company.

(ii) Any time during his employment by the Company or after the Executive ceases to be employed by the Company, divulge to any persons, firms or corporations, other than the Company (hereinafter referred to collectively as "third parties"), or use or allow or cause or authorize any third parties to use, any such Confidential Information; and

(iii) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, solicit or cause or authorize directly or indirectly to be solicited, for or on behalf of the Executive or third parties, any business from persons, firms, corporations or other entities who were at any time within one (1) year prior to the cessation of his employment hereunder, customers of the Company; and

(iv) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, accept or cause or authorize directly or indirectly to be accepted, for or on behalf of the Executive or third parties, any business from any such customers of this Company; and

(v) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, solicit or cause or authorize directly or indirectly to be solicited for employment, for or on behalf of the Executive or third parties, any persons who were at any time within one year prior to the cessation of his employment hereunder, employees of the Company or its affiliates; and

(vi) At any time during his employment by the Company and for a period of one year after the Executive ceases to be employed by the Company, employ or cause or authorize directly or indirectly to be employed, for or on behalf of the Executive or third parties, any such employees of the Company or its affiliates; and

(vii) At any time during his employment by the Company and for a period of one (1) year after the Executive ceases to be employed by the Company, compete with the Company in any fashion or work for, advise, be a

consultant to or an officer, director, agent or employee of or otherwise associate with any person, firm, corporation or other entity which is engaged in or plans to engage in a business or activity which competes with any business or activity engaged in by the Company or affiliate, or which is under development or in a planning stage by the Company or affiliate.

(viii) Notwithstanding the above, Subparagraphs 11(b)(iii) and (iv) shall not be effective so long as the Executive participates in any business that does not compete with the Company or DriverShield.

(c) Executive will not induce or persuade other employees of the Company or its affiliates to join him in any activity prohibited by Paragraph 11 or 12.

(d) This Paragraph 11 and Paragraph 12, 13, 14, 21. 23 and 24 shall survive the expiration or termination of the Agreement for any reason.

(e) It is expressly agreed by Executive that the nature and scope of each of the provisions set forth in Paragraphs 11 and 12 are reasonable and necessary. If, for any reason, any aspect of these provisions as they apply to Executive is determined by a court of competent jurisdiction to be unreasonable or unenforceable, the provisions shall only be modified to the minimum extent required to make the provisions reasonable and/or enforceable, as the case may be. Executive acknowledges and agrees that his services are of a unique character and expressly grants to the Company or its affiliates, or any subsidiary, successor or assignee of the Company, the right to enforce the provisions above through the use of all remedies available at law or in equity, including, but not limited to, injunctive relief.

12. Company Property

(a) Any patents, inventions, discoveries, applications,

processes or designs, devised, planned, applied, created, discovered or invented by Executive in the course of Executive's employment under this Agreement and which pertain to any aspect of the Company's or its respective subsidiaries' or affiliates' businesses shall be the sole and absolute property of the Company, and Executive shall make prompt report thereof to the Company and promptly execute any and all documents reasonably requested to assure the Company the full and complete ownership thereof.

(b) All records, files, lists, including computer generated lists, drawings, documents, equipment and similar items relating to the Company's

business which Executive shall prepare or receive from the Company shall remain the Company's sole and exclusive property. Upon termination of the Employment Term, or, if earlier, upon demand by the Company, Executive shall promptly return to the Company all property of the Company in his possession. Executive further represents that he will not copy or cause to be copied, print out or cause to be printed out any software, documents or other materials originating with or belonging to the Company. Executive covenants that, upon termination of his employment with the Company, he will not retain in his possession any such software, documents or other materials.

13. Remedy

It is mutually understood and agreed that Executive's services are special, unique, unusual, extraordinary and of an intellectual character giving them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law. Accordingly, in the event of any breach of this Agreement by Executive, including, but not limited to, the breach of the nondisclosure, non-solicitation and non-compete clauses under Paragraphs 11 and 12 hereof, the Company shall be entitled to equitable relief by way of injunction or otherwise in addition to damages the Company may be entitled to recover. Nothing herein shall be deemed to restrict any remedy available to Executive for breach of the Agreement by the Company.

14. Representations and Warranties of Executive and the Company

(a) In order to induce the Company to enter into this Agreement, Executive hereby represents and warrants to the Company as follows: (i) Executive has the legal capacity and unrestricted right to execute and deliver this Agreement and to perform all of his obligations hereunder: (ii) the execution and delivery of this Agreement by Executive and the performance of his obligations hereunder will not violate or be in conflict with any fiduciary or other duty, instrument, agreement, document, arrangement or other understanding to which Executive is a party or by which he is or may be bound or subject; and (iii) Executive is not a party to any instrument, agreement, document, arrangement or other understanding with any person (other than the Company) requiring or restricting the use or disclosure of any confidential information or the provision of any employment, consulting or other services. Notwithstanding the above, the Company acknowledges that it has reviewed the HCC Employment Agreement and the HCC Amendment (collectively referred to as the "HCC Documents" and except for the sixty (60) day written notice requirement for voluntary resignation as set forth in Section 6 of the

HCC Employment Agreement, the HCC Documents do not place upon the Executive any restrictions upon him entering into this Employment Agreement.

(b) The Company hereby represents and warrants to Executive, as follows: (i) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate action of the Company; and (ii) this Agreement constitutes the valid and binding obligation of the Company, enforceable in accordance with its terms, except that such enforcement may be subject to any bankruptcy, insolvency, reorganization, fraudulent transfer or other laws, now or hereafter in effect, relating to or limiting creditors' rights generally.

15. Notices

All notices given hereunder shall be in writing and shall be deemed effectively given when mailed, if sent by registered or certified mail, return receipt requested, addressed to Executive at his address set forth on the first page of this Agreement, and to the Company at: 51 East Bethpage Road, Plainview, New York 11803, or effective July 1, 2002 at: 3075 Veterans Memorial Highway, Ronkonkoma, New York, or upon the Company's relocation to Florida at its address set forth on the first page of this Agreement, Attention: Barry Siegel, Chairman of the Board, with a copy to Meritz & Muenz LLP., Three Hughes Place, Dix Hills, New York 11746, Attention: Lawrence A. Muenz, or at such address as such party shall have designated by a notice given in accordance with this Paragraph 15, or when actually received by the party for whom intended, if sent by any other means.

16. Entire Agreement

This Agreement constitutes the entire understanding of the parties with respect to its subject matter and no change, alteration or modification hereof may be made except in writing signed by the parties hereto. Any prior or other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect.

17. Severability

If any provision of this Agreement shall be unenforceable under any applicable law, then notwithstanding such unenforceability, the remainder of this Agreement shall continue in full force and effect.

18. Waivers, Modifications, Etc.

No amendment, modification or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

19. Assignment

Neither this Agreement. nor any of Executive's rights, powers, duties or obligations hereunder, may be assigned by Executive. This Agreement shall be binding upon and inure to the benefit of Executive and his heirs and legal representatives and the Company and its successors and assigns. Successors of the Company shall include, without limitation, any corporation or corporations acquiring, directly or indirectly, all or substantially all of the assets of the Company, whether by merger, consolidation, purchase, lease or otherwise, and such successor shall thereafter be deemed "the Company" for the purpose hereof.

20. Applicable Law

This Agreement shall be deemed to have been made, drafted, negotiated and the transactions contemplated hereby consummated and fully performed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules thereof. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any statute, law, ordinance, order or regulation, contrary to which the parties hereto have no legal right to contract, the latter shall prevail, but in such event any provision of this Agreement so affected shall be curtailed and limited only to the extent necessary to bring it within the legal requirements.

21. Jurisdiction and Venue

It is hereby irrevocably agreed that all actions, suits or proceedings between the Company and Executive arising out of, in connection with or relating

to this Agreement shall be exclusively heard and determined in, and the parties do hereby irrevocably submit to the exclusive jurisdiction of, the Supreme Court of the State of New York for Nassau or Suffolk County or the United States District Court for the Eastern District of New York. The parties

also agree that a final judgment in any such action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties hereby unconditionally waive any objection which either of them may now or hereafter have to the venue of any such action, suit or proceeding brought in any of the aforesaid courts, and waive any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

22. Full Understanding

Executive represents and agrees that he fully understands his right to discuss all aspects of this Agreement with his private attorney, that to the extent, if any, that he desired, he availed himself of this right, that he has carefully read and fully understands all of the provisions of this Agreement, that he is competent to execute this Agreement. that his agreement to execute this Agreement has not been obtained by any duress and that he freely and voluntarily enters into it, and that he has read this document in its entirety and fully understands the meaning, intent and consequences of this document which is that it constitutes an agreement of employment.

23. Severance

(a) Severance Benefits. If the Executive's employment shall be terminated by the Company within one (1) year after a Change in Control of the Company, for reasons other than for Termination for Cause, Retirement, Death or Disability, or terminated by the Executive for Good Reason within one (1) year after a Change in Control of the Company, then, subject to the limitations set forth in Subparagraph 23(c) below, the Executive shall be entitled to the benefits provided below:

(i) the Company shall pay the Executive the Executive's full base salary through the Date of Termination at the rate equal to the greater of the rate in effect on the date prior to the Change in Control and the rate in effect at the time Notice of Termination is given, plus all other amounts to which the Executive is entitled under any compensation plan of the Company in effect on the date, the payments are due, except as otherwise provided below;

(ii) in lieu of any further salary payments to the Executive for periods subsequent to the Date of Termination, except as provided in Paragraph 23(c) below, the Company shall pay as severance pay to the Executive a lump sum severance payment equal to 100% of the Executive's

annual salary as determined on the Date of Termination or the date on which a Change in Control occurs, whichever is greater;

(b) Date Benefits Due. The payments provided for in Paragraph 23(a) above shall be made not later than the fifth day following the Date of Termination, provided, however, that if the amounts of such payments cannot be finally determined on or before such day, the Company shall pay to the Executive on such day an estimate, as determined in good faith by the Company, of the minimum amount of such payments and shall pay the remainder of such payments (together with interest at the rate provided in Section 7872(f)(2) of the Code) as soon as the amount thereof can be determined but in no event later than the thirtieth day after the Date of Termination. In the event that the amount of the estimated payments exceeds the amount subsequently determined to have been due, such excess shall constitute a loan by the Company to the Executive repayable on the fifth day after demand by the Company (together with interest at the rate provided in Section 7872(f)(2) of the Code).

(c) Reduction to Avoid Non-Deductibility. Any of the other provisions of this Agreement notwithstanding, if any payment to be made by the

Company pursuant to this Agreement to the Executive or for the Executive's benefit (the "Payments") otherwise would not be deductible by the Company for Federal income tax purposes due to the provisions of the Code Section 280G, the aggregate present value (determined as of the date of the Change in Control) of the Payments shall be reduced (but not to a negative amount) to an amount expressed in the present value as of such date (the "Reduced Amount") that maximizes the present value of the Payments without causing any payment to be nondeductible by the Company due to the Code Section 280G. The determination of the Reduced Amount and the accompanying reduction in Payments shall be made by the independent certified public accountants for the Company. Any such decrease in Payments shall be applied to the amounts to be paid to the Executive or for the Executive's benefit hereunder in the following order but only to the extent such amounts would be taken into account in determining whether the Payments constitute "parachute payments" within the meaning of the Code Section 280G(b)(2)(A): (i) to decrease the amounts payable to the Executive pursuant to Subparagraph 5(c); (ii) to decrease the amounts payable to the Executive pursuant to Subparagraph 23(a)(ii);

(d) Determination of Reduced Amount. The determination of the Reduced Amount and of the reduction in the Payments shall be communicated to the Executive in writing by the Company. If the Executive does not agree with such determinations, the Executive may give written notice of such disagreement to the Board within five (5) days of the Executive's receipt of the

determination, and within fifteen (15) days after the Executive's notice of disagreement, the Executive shall deliver to the Board the Executive's calculation of the reduction in Payments. If the Executive fails to give notice of disagreement or to furnish the Executive's calculation in accordance with the provisions of the immediately preceding sentence, the Executive shall be conclusively deemed to have accepted the determinations made by the independent public accountants for the Company. If the accountants for the Company and the Executive's accountants are unable to agree upon the reduction of Payments within ten (10) days of the receipt of the Board of the Executive's calculation, the determination of the reduction in Payments shall be made by a third accounting firm picked by the Company's accountants and the Executive's accountants (the "Arbiter") whose determination shall be final and binding upon the Executive and the Company, except to the extent provided below. The Company shall withhold for income tax purposes all amounts that the Company's independent certified public accountants believe that the Company is required to withhold.

(e) Arbiter to Resolve Disputes. The Arbiter's and the Company's accountant's fees shall be borne solely by the Company. The Executive's accountant's fees shall be borne by the Executive.

(f) Final Payment. As promptly as practicable after the final determination of the reduction in Payments, the Company shall pay to the Executive or for the Executive's benefit the amounts determined to be payable.

(g) IRS Ruling. In the event there is a final determination by the Internal Revenue Service or by a court of competent jurisdiction that any portion of the Payments are not deductible by the Company by reason of Section 280G, then the amount of the Payments that exceeds the amount deductible by the Company shall be deemed to be a loan by the Company to the Executive, which shall be repaid by the Executive five (5) days after delivery of a demand by the Company therefore together with interest from the date paid by the Company to the date repaid by the Executive at the rate provided for a demand loan in Section 7872(f)(2) of the Code.

(h) Interpretation. The provisions of this Paragraph 23 shall be interpreted in a manner that will avoid the disallowance of a deduction to the Company pursuant to Section 280G and the imposition of excise taxes on the Executive under Section 4899 of the Code.

(i) Definitions. For the purposes of this Agreement, the following terms shall mean:

(i) "Incumbent Board" shall mean the members of the Board, who were members of the Board prior to the date of this Agreement.

(ii) "Subsidiary" shall mean any corporation of which an amount of voting securities sufficient to elect at least a majority of the directors of such corporation is beneficially owned, directly or indirectly, by the Company, or is otherwise controlled by the Company.

(iii) "Good Reason" shall mean, without the Executive's express written consent, the occurrence of any of the following circumstances unless, such circumstances are fully corrected prior to the Date of Termination specified in the Notice of Termination, as defined in Paragraphs 23(i)(iv) and (v), respectively, given in respect thereof:

(A) the assignment to the Executive of any duties inconsistent with the Executive's status as President and/or Chief Operating Officer of the Company, or a substantial adverse alteration in the nature or status of the Executive's responsibilities from those in effect immediately prior to a Change in Control of the Company;

(B) a reduction by the Company in the Executive's annual base salary as in effect on the date hereof or as the same may be increased from time to time, except for across-the-board salary reductions similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company;

(C) [Intentionally omitted];

(D) the failure by the Company, without the Executive's consent, to pay to the Executive any portion of the Executive's current compensation, except pursuant to an across-the-board compensation deferral similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company, or the failure by the Company to pay to the Executive any portion of an installment of deferred compensation under any deferred compensation program of the Company, within seven (7) days of the date such compensation is due;

(E) the failure by the Company to continue in effect any compensation plan in which the Executive participates that is material to the Executive's total compensation, including but not limited to the Company's Incentive Stock Option Plan, 401(k) plan, cafeteria or salary reduction plan, or any other or substitute plans adopted prior to a Change in Control of the Company, unless an equitable arrangement (embodied in an ongoing substitute or alternative plan) has been made with respect to such plan, or the failure by the Company to continue the Executive's participation therein (or in such substitute or alternative plan) on a basis not materially less favorable, both in terms of the amount of benefits provided and the level of the Executive's participation relative to other participants, than the Executive's participation as it existed at the time of a Change in Control of the Company;

(F) unless such action is pursuant to an across-the-board reduction in benefits similarly affecting all senior executives of the Company and all senior executives of any person in control of the Company, the failure by the Company to continue to provide the Executive with benefits substantially similar to those enjoyed by the Executive under any of the Company's pension, life insurance, automobile reimbursement, Company credit card, medical, health and accident, or disability plans, if any, in which the Executive was participating at the time of a Change in Control of the Company, or the taking of any action by the Company that would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by the Executive at the time of a Change in Control of the Company, or the failure by the Company to provide the Executive with the number of paid vacation or sick days to which the Executive is entitled under this Agreement at the time of a Change in Control of the Company;

(G) the failure of the Company to obtain a satisfaction agreement from any successor to assume and agree to perform this Agreement, as contemplated in Paragraph 5 hereof; or

(H) any purported termination of the Executive's employment that is not affected pursuant to a Notice of Termination satisfying the requirements of Subparagraph 23(i)(iv) below (and, if applicable, the requirement of Paragraph 15 above); for purposes of this Agreement, no such

purported termination shall be effective.

The Executive's right to terminate the Executive's employment pursuant to this paragraph shall not be affected by the Executive's incapacity due to physical or mental illness. The Executive's continued employment shall not constitute consent to, or a waiver of right with respect to, any circumstances constituting Good Reason hereunder.

(iv) "Notice of Termination" shall mean a notice that shall indicate the specific termination provision of this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated.

(v) "Date of Termination" shall mean (A) if employment is terminated for Disability, thirty (30) days after Notice of Termination is given (provided, that the Executive shall not return to the full-time performance of the Executive's duties during such thirty (30) day period), or (B) if employment is terminated due to Death of the Executive, upon the Death of the Executive or (C) if employment is terminated pursuant to any other provision in this Agreement, the date specified in Notice of Termination (which, in the case of a termination pursuant to any provision of this Agreement other than for

Disability and Death shall not be less than fifteen (15) nor more than sixty (60) days, respectively, from the date such Notice of Termination is given).

Anything to the contrary herein notwithstanding, twenty-four hours after written notice to the Executive, the Company may relieve the Executive of authority to act on behalf of, or legally bind, the Company, provided, that any such action by the Company shall be without prejudice to the Executive's right to the compensation and benefits provided under this Agreement and the Executive's right to termination hereunder under such circumstances and with the compensation and benefits following such termination as provided in this Agreement.

(vi) "Disability"- If the Executive, due to physical or mental illness or incapacity, is unable fully to perform his duties herein for twelve (12) consecutive months.

(vii) "Death"- If the Executive shall die during the term of this Agreement.

(viii) ""Retirement"- Shall mean termination in accordance with the Company's retirement policy, if any, including early retirement, generally applicable to its salaried employees or in accordance with any retirement arrangement established with the Executive's consent with respect to the Executive.

(ix) "Change in Control"- . No benefits shall be payable hereunder unless an event as set forth below shall have occurred (hereinafter called a "Change in Control"):

(a) Any person including any individual, firm, partnership or other entity, together with all Affiliates and Associates (as defined by ss.240.12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") of such person, directly or indirectly acquires securities of the Company's then outstanding securities representing thirty percent (30%) or more of the voting securities of DriverShield or the Company, such person being hereinafter referred to as an Acquiring Person; or, but excluding:

(A) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or any Subsidiary of the Company, or

(B) a corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of the Company, or

(C) the Company or any Subsidiary of the

Company, is or becomes the Beneficial Owner (as defined in Rule 13d-3 under the Exchange Act), or

(D) a person who acquires securities of the Company directly from the Company pursuant to a transaction that has been approved by a vote of at least a majority of the Incumbent Board, or

(b) Individuals who, on the date hereof, constitute the Incumbent Board shall cease for any reason to constitute a majority of the Board; or

(c) The stockholders of the Company or DriverShield approve a merger or consolidation of the Company or DriverShield with any other corporation, other than a merger or consolidation that would result in the voting securities of the Company or DriverShield outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least fifty percent (50)% of the combined voting power of the voting securities of the Company or DriverShield or such other surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Company or DriverShield approve a plan of complete liquidation of the Company or DriverShield or an agreement for the sale or disposition by the Company or DriverShield of all or substantially all of the Company's or DriverShield's assets.

27. Legal Fees

The Company shall bear the cost of the Executive's legal fees regarding any dispute or controversy arising under or in connection with this Agreement should the dispute be finally adjudicated in favor of the Executive.

25. Indemnification.

The Executive has provided the Company with a true and exact executed copy of an Employment Agreement dated June 30, 1995 (the "HCC Employment Agreement") by and between the Executive and Health Containment Corporation, d/b/a Health Alliance Network ("HCC") and an Amendment dated July 1, 2000 (the "HCC Amendment"). Upon the Executive satisfying the sixty (60) day written notice requirement for voluntary resignation as set forth in Section 6 of the HCC Employment Agreement and based upon the Executive's representation that the only contractual agreements between himself and HCC are the HCC Employment Agreement and the HCC Amendment, the Company shall indemnify the Executive against any and all claims, including legal representation provided by the Company, commenced against the Executive by HCC based upon his previous employment under the HCC Employment Agreement and his employment by the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

DRVR, INC.	STEVEN T. DELISI
By: _____	By: _____
Title: _____	Dated: _____
Dated: _____	

EXHIBIT 10.10

INDEX TO

OFFICE LEASE

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EXHIBIT(S)

Exhibit "A"	Legal Description
Exhibit "B"	Rules and Regulations
Exhibit "C"	Acceptance Memorandum

BASIC LEASE INFORMATION RIDER

PREAMBLE Date of Lease: May 28, 2002

PREAMBLE Landlord: B & B Lakeview Realty Corp.

PREAMBLE Tenant: DriverShield Corp.

SECTION 1 Premises: the Rentable Area located in that certain building (the "Building") located on West Atlantic Boulevard, Coral Springs, Florida 33071. The Building is legally described on Exhibit "A" attached to this Lease.

SECTION 1 Rentable Area of Premises: 7,358 square feet, which is stipulated and agreed by the parties.

SECTION 2 Commencement Date: As set forth in Section 6 of the Lease. Estimated as August 1, 2002. Tenant shall complete, execute and return to Landlord an Acceptance of Premises Memorandum in the form attached hereto as Exhibit "C" within 3 business days after Landlord's request therefor.

SECTION 2 Expiration Date: 5 years and 6 months after Commencement Date

SECTION 2 Lease Term: 5 years and 6 months

SECTION 3 Each year commencing on the Commencement Date (or commencing on the first day of the first month following the Commencement Date if the Commencement Date is other than the first day of the month, in which event the First Lease Year shall include the period between the Commencement Date and the first month thereafter) or anniversary thereof is hereafter referred to as a "Lease Year."

LEASE YEAR	$/PSF	ANNUAL	MONTHLY
1	$17.00	$125,086.00	$10,423.83
2	$18.25	$134,283.50	$11,190.29
3	$19.50	$143,481.00	$11,956.75
4	$21.00	$154,518.00	$12,876.50
5	$22.50	$165,555.00	$13,769.25
6	$24.00	$176,592.00	$14,716.00

SECTION 4

Security Deposit Received:	$22,098.52
First Month's Rent Received:	$11,049.26 (includes 6% Florida sales tax)
Last Month's Rent Received:	none

SECTION 5 Use of Premises: General office use.

SECTION 6 Landlord's Work: construction of improvements contemplated by those certain architectural drawings prepared by Quincy, Johnson Architects, project number 6572.01. Except to the extent specifically designated in such drawings, all finishes and materials shall be Building standard as selected by Landlord. No later than the Commencement Date, Tenant shall reimburse Landlord for any costs associated with Landlord's Work that exceed the sum of $147,160.00.

SECTION 14 Amount of General Liability Insurance: $2,000,000 per occurrence and $5,000,000 in the aggregate; provided, however, Landlord reserves the right to require such higher amount during any renewal Term if the parties subsequently agree to same) as Landlord reasonably deems necessary consistent with sound risk management practice.

SECTION 27 Tenant's Address for Notices: the Premises

Landlord's Address for Notices through June 30, 2002:

B & B Lakeview Realty Corp.
Barry J. Spiegel
C/o DriverShield Corp.
51 E. Bethpage Road
Plainview, N.Y. 11803-4224

Landlord's Address for notices from July 1 until the Commencement Date:
Barry J. Spiegel
C/o DriverShield Corp.
3075 Veterans Highway
Ronkonkoma NY

Landlord's Address for Notices from and after the Commencement Date:
Barry J. Spiegel
C/o DriverShield Corp.
12514 West Atlantic Blvd
Coral Springs, 33071

Certain of the information relating to the Lease, including many of the principal economic terms, are set forth in the foregoing Basic Lease Information Rider (the "BLI Rider"). The BLI Rider and the Lease are, by this reference, hereby incorporated into one another. In the event of any direct conflict between the terms of the BLI Rider and the terms of the Lease, the BLI Rider shall control. Where the Lease simply supplements the BLI Rider and does not conflict directly therewith, the Lease shall control.

[REST OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have signed this BLI Rider as of the dates below their names.

WITNESSES (SIGN AND PRINT NAME): "LANDLORD"

Sign _____ B & B Lakeview Realty Corp.
Print _____

Sign _____
Print _____ By: _____
(As to Landlord) President
Dated: _____

WITNESSES (SIGN AND PRINT NAME): "TENANT"

Sign _____ DriverShield Corp.
Print _____

Sign _____
Print _____
(As to Tenant) By: _____
President
Dated: _____

OFFICE LEASE

1. PREMISES; COMMON AREAS

Landlord leases to Tenant and Tenant leases from Landlord the Building described in the Basic Lease Information Rider (the "BLI Rider") attached to the front of this Lease and incorporated into this Lease by this reference. The Building includes both the Premises and all other areas of the Building including, without limitation, all parking spaces, driveways, truck service areas, and sidewalks (the "Building Areas").

2. LEASE TERM; LEASE DATE

A. GENERAL. The lease term ("Lease Term") is for the period of time set forth in the BLI Rider, commencing on the Lease commencement date set forth in the BLI Rider ("Commencement Date") and ending on the Lease expiration date set forth in the BLI Rider ("Expiration Date"). Tenant's obligation to pay all rent, including Base Rent, Taxes and Additional Rent, (collectively, "Rent"), as such terms are hereafter defined, will commence on the Commencement Date.

3. RENT

A. BASE RENT. During the Lease Term, Tenant will pay as the base rent for the Premises ("Base Rent") the amounts set forth in the BLI Rider, with same being payable without demand, setoff or deduction, in advance, on or before the first day of each month, in equal monthly installments of the amounts set forth in the BLI Rider plus applicable sales and other such taxes as are now or later enacted. The term "Rent" shall refer collectively to Base Rent, Taxes and Additional Rent. The term "Additional Rent" is sometimes used herein to refer to any and all other sums payable by Tenant hereunder. The Rent shall be paid by Tenant at the Building management office located in the Building or elsewhere as designated by Landlord in writing to Tenant. Any Rent payable for a portion of a month shall be prorated based upon the number of days in the applicable calendar month.

B. TAXES. Beginning on the Commencement Date, Tenant shall pay 100% of the total amount of Taxes (as hereafter defined). Beginning on the Commencement Date, Landlord shall, in advance, reasonably estimate for each such calendar year the total amount of the Taxes. One-twelfth (1/12) of the estimated Taxes shall be payable monthly, along with the monthly payment of the Base Rent. On or before March 31 of each calendar year following the year in which the Commencement Date occurs, Landlord shall use diligent efforts to provide Tenant with a reconciliation statement showing the amount of Taxes for the previous calendar year. If the reconciliation statement reflects an underpayment in Taxes, Landlord shall also deliver to Tenant an invoice which Tenant shall pay within thirty (30) days following receipt of such invoice or with the due date of its next monthly payment of Rent, whichever shall first occur. If the reconciliation statement reflects an overpayment in Taxes, Tenant shall be entitled to a credit against the next payment(s) of Rent in an amount equal to the overpayment. When calculating annual Taxes, such calculation shall, with respect to ad valorem taxes, be calculated with reference to the gross amount set forth in the official tax bill issued by the appropriate taxing authorities, irrespective of the amount actually paid by Landlord for such calendar year in light of a protest or dispute over the amount of such Taxes. In the event the Taxes for any calendar year are in fact contested by Landlord, however, ultimately the amount payable for that calendar year shall be the amount found to be payable in a final determination, whether such final determination is in the form of a pronouncement from the appropriate tribunal or a settlement. The

delivery of the aforedescribed projection statement after January 1 and/or the reconciliation after March 31 shall not be deemed a waiver of any of Landlord's rights to collect monies and/or a waiver of any of the duties and obligations of Tenant as described in this section or as provided elsewhere in the Lease. As used in this Lease, the term "Taxes" shall mean the gross amount of all impositions, taxes, assessments (special or otherwise), water and sewer assessments and other governmental liens or charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefor, including all taxes whatsoever (except for taxes for the following categories which shall be excluded from the definition of Taxes: any inheritance, estate, succession, transfer or gift taxes imposed upon Landlord or any income taxes specifically payable by Landlord as a separate tax-paying entity without regard to Landlord's income source as arising from or out of the Building and/or the land on which it is located) attributable in any manner to the Building, the land on which the Building is located or the rents (however the term may be defined) receivable therefrom, or any part thereof, or any use thereon, or any facility located therein or used in conjunction therewith or any charge or other amount required to be paid to any governmental authority, whether or not any of the foregoing shall be designated "real estate tax", "sales tax", "rental tax", "excise tax", "business tax", or designated in any other manner. Notwithstanding the foregoing, for so long as the there has been no transfer (as defined in Section 13 of this Lease) and Tenant has at all times remained current in its monetary obligations under this Lease, the following shall apply if not prohibited by the holder of any first mortgage encumbering the Building: (i) In lieu of escrowing estimated payments on account of Taxes with Landlord, Tenant shall pay Taxes directly to the taxing authority on the later to occur of (x) the last day on which Taxes can be paid without imposition of late charge or penalty and (y) 10 days after Tenant's receipt of a copy of the bill for Taxes; and (ii) with Landlord's prior written consent which shall not be unreasonably withheld, Tenant shall be entitled to challenge Taxes provided such challenge is conducted in accordance with applicable requirements and Tenant does not delay payment of the full amount of the Tax bill irrespective of the challenge.

C. LATE CHARGE. Tenant covenants and agrees to pay a late charge for any payment of Rent not received by Landlord on or before the date when same is due. The late charge shall be $250.00 for the first late payment, and $500.00 for each subsequent late payment within any 12 month period. Tenant shall also pay Landlord interest at a rate equal to eighteen percent (18%) per annum accruing on any Rent(s) outstanding. Tenant shall pay Landlord any such late charge(s) or interest within five (5) days after Landlord notifies Tenant of same.

D. RENT TAXES. In addition to Base Rent and Taxes, Tenant shall and hereby agrees to pay to Landlord each month a sum equal to any sales tax, tax on rentals and any other similar charges now existing or hereafter imposed, based upon the privilege of leasing the space leased hereunder or based upon the amount of rent collected therefor.

E. COMMENCEMENT OTHER THAN FIRST DAY. If Tenant's possession of the Premises commences on any day other than the first day of the month, Tenant shall occupy the Premises under the terms of this Lease and the pro rata portion of the Rent shall be paid by Tenant; provided, however, that in such an event the Commencement Date, for the purposes of this Lease, shall be deemed to be the first day of the month immediately following the month in which possession is given.

F. TAXES AFTER EXPIRATION DATE. Taxes for the final months of this Lease are due and payable even though it may not be calculated until subsequent to the Expiration Date of the Lease. Tenant expressly agrees that Landlord, at Landlord's sole discretion,

may apply the Security Deposit, as defined in the BLI Rider, in full or partial satisfaction of any Taxes due for the final months of this Lease. If said Security Deposit is greater than the amount of any such Taxes and there are no other sums or amounts owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease, then Landlord shall refund the balance of said Security Deposit to Tenant as provided herein. Nothing herein contained shall be construed to relieve Tenant, or imply that Tenant is relieved, of the liability for or the obligation to pay any Taxes due for the final months of this Lease by reason of the provisions of this paragraph, nor

shall Landlord be required first to apply said Security Deposit to such Taxes if there are any other sums or amounts owed Landlord by Tenant by reason of any other terms, provisions, covenants or conditions of this Lease.

G. TRIPLE NET RENT. All Base Rent payable hereunder shall be paid as "triple net" rent without deduction or offset. It is the intent of the parties that Base Rent shall be absolutely net to Landlord, and Tenant shall pay all costs, charges, insurance premiums, taxes, utilities, expenses and assessments of every kind and nature incurred for, against, or in connection with the Leased Premises including, without limitation, costs of repairs and replacements necessitated by any reason including casualty. All such costs, charges, insurance premiums, taxes, utilities, expenses and assessments covering the Leased Premises shall be approximately prorated upon the expiration of this Lease. Tenant's obligations under this paragraph shall require Tenant to pay any assessments by the community association operating the community of which the Building is part. Notwithstanding anything herein to the contrary, if Landlord chooses to purchase insurance in addition to the insurance required of Tenant under this Lease, Tenant shall not be required to pay for such additional insurance.

4. SECURITY DEPOSIT

A. SECURITY DEPOSIT. Tenant, concurrently with the execution of this Lease, has deposited with Landlord the Security Deposit set forth in the BLI Rider. Except as provided in the BLI Rider, this sum will be retained by Landlord as security for the payment by Tenant of the Rent and Additional Rent and for the faithful performance by Tenant of all the other terms and conditions of this Lease. In the event Tenant fails to faithfully perform the terms and conditions of this Lease, Landlord, at Landlord's option, may at any time apply the Security Deposit or any part thereof toward the payment of the Rent and/or Additional Rent and/or toward the performance of Tenant's obligations under this Lease; in such event, within five (5) days after notice, Tenant will deposit with Landlord cash sufficient to restore the Security Deposit to its original amount. The Security Deposit is not liquidated damages. Landlord will return the unused portion of the Security Deposit to Tenant within thirty (30) days after the Expiration Date if Tenant is not in violation of any of the provisions of this Lease. Landlord may (but is not obligated to) exhaust any or all rights and remedies against Tenant before resorting to the Security Deposit. Landlord will not be required to pay Tenant any interest on the Security Deposit nor hold same in a separate account. If Landlord sells or otherwise conveys the Building, Landlord will deliver the Security Deposit or the unapplied portion thereof to the new owner. Tenant agrees that if Landlord turns over the Security Deposit or the unapplied portion thereof to the new owner Tenant will look to the new owner only and not to Landlord for its return upon expiration of the Lease Term. If Tenant assigns this Lease with the consent of Landlord, the Security Deposit will remain with Landlord for the benefit of the new tenant and will be returned to such tenant upon the same conditions, as would have entitled Tenant to its return.

5. USE

Tenant will use and occupy the Premises solely for the operation of the business set forth in the BLI Rider and for no other use whatsoever. Tenant acknowledges that its type of business, as above specified, is a material consideration for Landlord's execution of this Lease. Tenant will not commit waste upon the Premises nor suffer or permit the Premises or any part of them to be used in any manner, or suffer or permit anything to be done in or brought into or kept in the Premises or the Building, which would: (i) violate any law or requirement of public authorities, (ii) cause injury to the Building or any part thereof, (iii) interfere with the normal operations of HVAC, plumbing or other mechanical or electrical systems of the Building, (iv) constitute a public or private nuisance, or (v) alter the appearance of the exterior of the Building or of any portion of the interior other than the Premises pursuant to the provisions of this Lease. Tenant agrees and acknowledges that Tenant shall be responsible for obtaining any special amendments to the certificate of occupancy for the Premises and/or the Building and any other governmental permits, authorizations or consents required solely on account of Tenant's use of the Premises. Tenant will at all times maintain a level of air conditioning in the Premises (not greater than 78(Degree) Fahrenheit) as Landlord reasonably deems sufficient to prevent mildew and/or damage to the Premises.

6. ACCEPTANCE OF PREMISES; LANDLORD'S WORK

Tenant accepts the Premises in its as-is condition and acknowledges that Landlord has no obligation to perform any renovation or improvement of the Premises or contribute to the cost thereof except for Landlord's Work described in the BLI Rider. All leasehold improvements (as distinguished from trade fixtures and apparatus) installed in the Premises at any time, whether by or on behalf of Tenant or by or on behalf of Landlord, shall not be removed from the Premises at any time, unless such removal is consented to in advance by Landlord; and at the expiration of this Lease (either on the Termination Date or upon such earlier termination as provided in this Lease), all such leasehold improvements shall be deemed to be part of the Premises, shall not be removed by Tenant when it vacates the Premises, and title thereto shall vest solely in Landlord without payment of any nature to Tenant. All trade fixtures and apparatus (as distinguished from leasehold improvements) owned by Tenant and installed in the Premises shall remain the property of Tenant and shall be removable at any time, including upon the expiration of the Term; provided Tenant shall not at such time be in default of any terms or covenants of this Lease, and provided further, that Tenant shall repair any damage to the Premises caused by the removal of said trade fixtures and apparatus and shall restore the Premises to substantially the same condition as existed prior to the installation of said trade fixtures and apparatus. As used herein, "Substantial Completion" shall mean that Landlord's Work has been completed but for "punch list" items that do not prevent Tenant from occupying the Premises and that Landlord has obtained a certificate of occupancy (or its equivalent) with respect to Landlord's Work; provided however, Tenant may elect to waive the requirement of a certificate of occupancy and shall be deemed to have waived it if Tenant accepts possession of the Premises. Landlord shall, subject to Tenant Delays and any other cause beyond Landlord's reasonable control, use due diligence to complete Landlord's Work as soon as may be practicable, but Landlord shall not be liable in any manner whatsoever for its failure to do so by any particular date. Landlord's Work shall be deemed completed and satisfactory in all respects except for any such "punch list" items identified in writing by Tenant during a walk-through inspection of the Premises prior to Tenant occupying same. As used in the Lease, the "Commencement Date" shall be the earliest of the following: (a) the date of Substantial Completion; (b) the date on which Tenant takes possession of the Premises; and (c) the date that Substantial Completion would have occurred but for any Tenant Delay as determined by Landlord in its reasonable discretion. As used herein, Tenant Delay means any delay in the completion of Landlord's Work that is caused by or attributable to Tenant, including without limitation, the following: Tenant's failure to respond to requests for information or to furnish plans, drawings, and specifications as required by Landlord for it to perform Landlord's work, within a reasonable time period established by Landlord; or the failure of Tenant or any of its consultants or agents to fully respond within 3 business days to requests of Landlord or any of its

consultants or agents for input and/or information; any delays resulting from the disapproval by Landlord of all or a portion of Tenant's revised plans and specifications as resubmitted after initial submission; any delays resulting from Tenant's request for changes to the scope of Landlord's Work; or entry into the Premises prior to completion of Landlord's Work by Tenant or any employee, agent or contractor of Tenant acting on Tenant's behalf.

7. PARKING

Tenant acknowledges that: (i) Landlord has made no representations or warranties with respect to the parking area, the number of spaces located therein or access thereto; (ii) Landlord has no obligation to provide a parking attendant and Landlord shall have no liability on account of any loss or damage to any vehicle or the contents thereof, Tenant hereby agreeing to bear the risk of loss for same.

8. UTILITY SERVICES

GENERAL. The Tenant shall pay directly all charges for electric, telephone and any other utilities used or consumed in the Building, including the cost of utility meters and connection charges. Notwithstanding the foregoing, Landlord at its expense shall be responsible for bringing utility mains to the Building. If Tenant requires utility services in addition to or in excess of those initially provided to the Building, Tenant shall pay all costs

of bringing such services to the Premises and for the use of such services, but Tenant shall not bring additional utilities or utility services to the Premises without the express written consent of Landlord.

B. INTERRUPTION OF SERVICES. It is understood and agreed that Landlord does not warrant that any of the services referred to above will be free from interruption. Tenant acknowledges that any one or more of such services may be suspended by reason of accident or repairs, alterations or improvements necessary to be made, or by reason of operation of law, or other causes beyond the control of Landlord. No such interruption or discontinuance of service will be deemed an eviction or a disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages or abatement of Rent or relieve Tenant from the responsibility of performing any of Tenant's obligations under this Lease.

9. SECURITY

It is hereby agreed by both parties that security of the Premises is the sole responsibility of the Tenant and that the Landlord has no liability for breach of security to the Premises. Tenant may at Tenant's expense install a security system to the Premises; provided, however, that Tenant, in addition to access otherwise required hereunder, will provide Landlord adequate access to the Premises in case of emergencies particularly regarding Premises that contain fire sprinkler risers and equipment. All repairs required to the Premises caused by security breaches are the responsibility of the Tenant; however, Landlord may elect to effect such repairs, if appropriate to insure continued security, protection of property, or safety of life. The cost of such repairs shall be Additional Rent.

10. REPAIRS, MAINTENANCE AND UTILITIES

A. TENANT'S RESPONSIBILITIES. During the Lease Term, Tenant will repair and maintain at Tenant's sole expense the entire Building pursuant to levels of repairs and maintenance established by Landlord. Tenant's obligations include the following:

(1) All interior and exterior walls and doors.

(2) All utility systems, facilities and equipment (including without limitation electrical and plumbing), HVAC, life safety and mechanical systems of the Building. Tenant shall, at its expense, contract with a reputable firm for periodic servicing of the HVAC systems as recommended by the manufacturer of such equipment. Tenant shall furnish Landlord not less than once per year, with a copy of a current maintenance agreement with a qualified heating and air-conditioning contractor stipulating that the HVAC contractor will be required to service the HVAC system at least four (4) times per year. Notwithstanding anything to the contrary in this Lease: (i) Landlord shall be responsible for maintenance of all structural elements initially comprising the Building as of the Commencement Date; (ii) provided Tenant properly discharges its obligations to perform routine maintenance of the HVAC system including keeping in place and causing performance of the required HVAC maintenance contract, Landlord shall be responsible for necessary replacement of the HVAC system to the extent that such replacement is not necessitated by Tenant's misuse of the HVAC system; and (iii) Landlord shall be responsible for maintenance of plumbing lines below the slab of the Building provided that the need for any such maintenance is not necessitated by Tenant's misuse of plumbing.

(3) All floors.

(4) All cabinets and millwork.

(5) All personal property, improvements or fixtures within the Building.

(6) The structural and roof systems of the Building.

(7) All Building Areas including landscaping, parking areas and external lighting except to the extent that same is performed by the community association referenced in Section 3.

(8) Removal of trash and garbage except to the extent

that same is performed by the community association referenced in Section 3.

11. TENANT'S ALTERATIONS

A. GENERAL. During the Lease Term, Tenant will make no alterations, additions or improvements in or to the

Premises or the Building, of any kind or nature, excluding telephone or computer installations to the extent that such installation does not affect structural elements of the Building (any and all of such alterations, additions or improvements are collectively referred to in this Lease as the "Alteration(s)"), without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall submit to Landlord detailed drawings and plans of the proposed alterations at the time Landlord's consent is sought. Should Landlord consent to any proposed Alterations by Tenant, such consent will be conditioned upon Tenant's agreement to comply with all requirements established by Landlord, including safety requirements and the matters referenced in Section 21 of this Lease. As stated herein, all Alterations made hereunder will become Landlord's property when incorporated into or affixed to the Building. However, at Landlord's option Landlord may, at the expiration of the Lease Term, require Tenant, at Tenant's expense, to remove Alterations made by or on behalf of Tenant and to restore the Premises to their original condition.

B. ALTERATION FEE. Tenant shall pay Landlord's reasonable out-of-pocket costs and expenses incurred by Landlord should it elect to retain consultants to review plans and specifications of any Alterations and/or monitor the performance thereof.

12. LANDLORD'S ADDITIONS AND ALTERATIONS

Landlord has the right to make changes in and about the Building and parking areas, including, but not limited to, signs, entrances, address or name of Building. Such changes may include, but not be limited to, rehabilitation, redecoration, refurbishment and refixturing of the Building and expansion of or structural changes to the Building. The right of Tenant to quiet enjoyment and peaceful possession given under the Lease will not be deemed breached or interfered with by reason of Landlord's actions pursuant to this paragraph so long as such actions do not materially deprive Tenant of its use and enjoyment of the Premises.

13. ASSIGNMENT AND SUBLETTING

A. LANDLORD'S CONSENT REQUIRED. Except as provided below with respect to assignment of this Lease following Tenant's bankruptcy, Tenant will not effect a transfer without first obtaining the consent of Landlord, which consent Landlord shall not unreasonably withhold provided that all of the requirements of paragraph B. of this Section 13 are satisfied. As used in this Section 13, any of the following shall be deemed to be a transfer: assignment of this Lease, in whole or in part; sublet of all or any part of the Premises; any license allowing anyone other than Tenant to use or occupy all or any part of the Premises; a pledge or encumbrance by mortgage or other instrument of Tenant's interest in this Lease; any transfer of corporate shares as described in paragraph C. of this Section 13; or any transfer of partnership interest as described in paragraph D. of this Section 13. Consent by Landlord to any transfer shall not constitute a waiver of the requirement for such consent to any subsequent transfer. In lieu of approving any transfer, Landlord may elect to terminate this Lease as to the portion of the Premises affected by such transfer (together with such additional portion of the Premises needed by Landlord to render the terminated portion marketable) by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice which date shall not be less than sixty (60) days after the date of such notice. In the event of any such termination, all Rent (other than any Additional Rent due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

B. CONDITIONS FOR TRANSFER APPROVAL. The parties recognize that this Lease and the Premises are unique, and that the nature and character of the operations within and management of the Premises are important to the

success of the Building. Accordingly, Landlord shall be entitled to arbitrarily withhold its consent to any transfer, unless all of the following conditions are satisfied, in which event, Landlord agrees that it shall not unreasonably withhold its consent to the transfer in question:

(1) In Landlord's reasonable judgment, the proposed assignee or subtenant or occupant is engaged in a business or activity, which (a) is in keeping with the then standards of the Building, (b) is limited to the use of the Premises as general and executive offices, and (c) will not violate any negative covenant as to use contained in any other lease of office space in the Building;

(2) The proposed assignee or subtenant or occupant is a reputable person of good character and with sufficient financial worth considering the responsibility involved, and Landlord has been furnished with reasonable proof thereof;

(3) The form of the proposed sublease or instrument of assignment or occupancy shall be reasonably satisfactory to Landlord, and shall comply with the applicable provisions of this Paragraph;

(4) The proposed subtenant or assignee or occupant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to the service of process in, and the jurisdiction of the courts of the State of Florida.

(7) Such transferee shall assume in writing, in a form acceptable to Landlord, all of Tenant's obligations hereunder and Tenant shall provide Landlord with a copy of such assumption/ transfer document;

(8) Tenant shall pay to Landlord a transfer fee of One Thousand Five Hundred Dollars ($1,500.00) prior to the effective date of the transfer in order to reimburse Landlord for all of its internal costs and expenses incurred with respect to the transfer, including, without limitation, costs incurred in connection with the review of financial materials, meetings with representative of transferor and/or transferee and preparation, review, approval and execution of the required transfer documentation, and, in addition, Tenant shall reimburse Landlord for any out-of-pocket costs and expenses incurred with respect to such transfer;

(9) As of the effective date of the transfer and continuing throughout the remainder of the Term, the Base Rent shall not be less than the greater of Base Rent set forth in the BLI Rider or fair market rental value of the space in question;

(10) Tenant to which the Premises were initially leased shall continue to remain liable under this Lease for the performance of all terms, including but not limited to, payment of Rental due under this Lease;

(11) Tenant shall give notice of a requested transfer to Landlord, which notice shall be accompanied by (a) a conformed or photostatic copy of the proposed assignment or sublease, the effective or commencement date of which shall be at least 60 days after the giving of such notice, (b) a statement setting forth in reasonable detail the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the Premises, (c) current financial information with respect to the proposed assignee or subtenant, including, without limitation, its most recent financial report and (d) such other information as Landlord may reasonably request.

C. TRANSFER OF CORPORATE SHARES. If at any time after execution of this Lease any part or all of the corporate shares shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including, but not limited to, such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency, or other proceedings) so as to result in a transfer in the aggregate of 35% of said corporate shares, a transfer shall be deemed to have occurred. Tenant shall give Landlord notice that such transfer is imminent at least fifteen (15) days prior to the date of such transfer. If any such transfer is made (and regardless of whether Tenant has given notice of same), Landlord may elect to terminate this Lease at any time thereafter by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of

a date set forth in such notice which date shall not be less than sixty (60) days after the date of such notice. In the event of any such termination, all Rent (other than any Additional Rent due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

D. TRANSFER OF PARTNERSHIP INTERESTS. If Tenant is a general or limited partnership and if at any time after execution of this Lease any part or all of the interests in the capital or profits of such partnership or any voting or other interests therein shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including, but not limited to, such a transfer to or by a receiver or trustee in federal or state bankruptcy, insolvency or other proceedings, and also including, but not limited to, any adjustment in such partnership interests) so as to result in a change in the present control of said partnership by the person or persons now having control of same, a transfer shall be deemed to have occurred. Tenant shall give Landlord notice that such transfer is imminent at least fifteen (15) days prior to the date of such transfer. If any such transfer is made (and regardless of whether Tenant has given notice of same), Landlord may elect to terminate this Lease at any time thereafter by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice which date shall be not less than sixty (60) days after the date of such notice. In the event of any such termination, all Rent (other than any Additional Rent due Landlord by reason of Tenant's failure to perform any of its obligations hereunder) shall be adjusted as of the date of such termination.

E. ACCEPTANCE OF RENT FROM TRANSFEREE. The acceptance by Landlord of the payment of Rent following any assignment or other transfer prohibited by this Article shall not be deemed to be a consent by Landlord to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

F. ADDITIONAL PROVISIONS RESPECTING TRANSFERS. If Landlord shall consent to any Transfer, Tenant shall in consideration therefor, pay to Landlord as Additional Rent an amount equal to the Transfer Consideration. For purposes of this paragraph, the term Transfer Consideration shall mean in any Lease Year (i) any rents, additional charges or other consideration payable to Tenant by the transferee of the Transfer which is in excess of the Base Rent and Taxes accruing during such Lease Year, (ii) all sums paid for the sale or rental of Tenant's fixtures, leasehold improvements, equipment, furniture or other personal property in excess of the fair market sale or rental value thereof as of the date of the Transfer and (iii) all sums paid for services provided by Tenant to the transferee (including, without limitation, secretarial, word processing, receptionist, conference rooms, and library) in excess of the fair market value of such services. The Transfer Consideration shall be paid to Landlord as and when paid by the transferee to Tenant. Landlord shall have the right to audit Tenant's books and records upon reasonable notice to determine the amount of Transfer Consideration payable to Landlord. In the event such audit reveals an understatement of Transfer Consideration in excess of five percent (5%) of the actual Transfer Consideration due Landlord, Tenant shall pay for the cost of such audit within ten (10) days after Landlord's written demand for same.

14. TENANT'S INSURANCE COVERAGE

A. COMPREHENSIVE LIABILITY INSURANCE. Tenant shall, at its cost and expense, at all times during the Term, maintain in force, for the joint benefit of Landlord and Tenant, and any holder of a mortgage on the Building, a broad form comprehensive coverage policy of public liability insurance issued by a carrier satisfactory to Landlord and licensed to do business the State of Florida with at least a Best's Insurance Guide Rating of B+ or better,by the terms of which Landlord and Tenant, and at Landlord's request any holder of a mortgage on Landlord's interest in the Building, are named as insureds and are indemnified against liability for damage or injury to the property or person (including death) of Tenant, any of its invitees or any other person entering upon or using the Leased Premises, or any structure thereon or any part thereof. Such insurance policy or policies shall be maintained in an amount no less than as set forth in the BLI Rider, with a deductible not exceeding $5,000.00. Landlord reserves the right to require reasonable increases in the limits of coverage within the period of thirty (30) days prior to or following annual renewal of the policy from time to time during the Term. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance

which may be carried by Landlord. A certificate of said insurance shall be delivered to Landlord on the Commencement Date, effective from and after the Commencement Date, and renewal certificates shall be delivered to Landlord not later than seven (7) days following the binding of any such insurance policies during the Term and any Extended Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Landlord and Tenant, and any holder of a mortgage on the Leased Premises. In the event Tenant fails to timely pay any premium when due, Landlord shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Tenant, to be paid by Tenant as additional rent hereunder.

B. SPECIAL FORM PROPERTY INSURANCE. Tenant shall, at its cost and expense and at all times during the Term, maintain in force, for the joint benefit of Landlord and Tenant, and any holder of a mortgage on the Building, a policy of special form property insurance that insures against loss or damage by fire and lightning, and such other perils as are covered under the broadest form of special form property insurance with "extended coverage" or "all risk" endorsements available in Florida, including, but not limited to, damage by wind storm, flood, hurricane, explosion, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements. Landlord shall be named as an additional insured on such policy of insurance as its interests appear, and the leasehold mortgagee shall be named as required by its loan documents; however, any insurance proceeds shall be applied in the manner as set forth in this Lease. The insurance shall be carried and maintained to the extent of full (actual) replacement cost of the value of the Building (real property) and personal property (contents) with a deductible not to exceed two percent (2%) of the total value insured. Such insurance policy or policies shall be stated to be primary and noncontributing with any insurance which may be carried by Landlord. A certificate of said insurance shall be delivered to Landlord on the Commencement Date, to be effective from and after the Commencement Date. Any renewal certificates shall be delivered to Landlord not later than seven (7) days following the binding of any such insurance policies during the Term. Such insurance shall be cancelable only after thirty (30) days' prior written notice to Landlord, Tenant, and at Landlord's request any holder of a mortgage on Landlord's interest in the Leased Premises. In the event Tenant fails to timely pay any premium when due, Landlord shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Tenant, to be paid by Tenant as additional rent hereunder.

15. (INTENTIONALLY DELETED)

16. WAIVER OF CLAIMS

Tenant acknowledges that Landlord will not carry insurance on the Building improvements, nor on the furniture, furnishings, trade fixtures, equipment installed in or made to the Building by or for Tenant, and Tenant agrees that Tenant, and not Landlord, will be obligated to promptly repair any damage thereto or replace the same. Landlord shall not be liable to Tenant for any damage to any building, structure or other tangible property, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of Landlord, its agents or employees.

17. DAMAGE OR DESTRUCTION BY CASUALTY

A. ABSOLUTE RIGHT TO TERMINATE. If by fire or other casualty the Premises are damaged or destroyed to the extent of fifty percent (50%) or more of the replacement cost thereof, or the Building is damaged or destroyed to the extent of fifty percent (50%) or more of the replacement cost thereof, Landlord will have the option of terminating this Lease or any renewal thereof by serving written notice upon Tenant within one hundred and eighty (180) days from the date of the casualty and any prepaid Rent or Additional Rent will be prorated as of the date of destruction and the unearned portion of such Rent will be refunded to Tenant without interest.

B. QUALIFIED RIGHT TO TERMINATE. If by fire or other casualty either the Premises or the Building is damaged or destroyed to the extent of less than fifty percent (50%) but more than twenty-five per cent (25%) of the replacement cost of the Premises or the Building (as applicable) (or the Premises or Building are damaged to a lesser degree but Section 17C does not apply because of the number of years remaining in the Lease Term), then Landlord

may either terminate this Lease by serving written notice upon Tenant within one hundred and eighty (180) days of the date of destruction or Landlord may restore the Premises.

C. OBLIGATION TO RESTORE. If by fire or other casualty either the Premises or the Building is destroyed or damaged, but only to the extent twenty-five per cent (25%) or less of the replacement cost of the Premises or the Building (as applicable), and, also, the unexpired Lease Term is more than three years, then Landlord will restore the Premises.

D. RENT ADJUSTMENTS. There shall be no abatement or suspension of any of Tenant's Rent obligations on account of any damage or destruction, and in lieu thereof, Tenant shall maintain such business interruption insurance coverage as it deems appropriate.

E. QUALIFICATIONS. Said restoration, rebuilding or repairing will exist and will be at Landlord's sole cost and expense, subject to the availability of applicable insurance proceeds. Landlord shall have no duty to restore, rebuild or replace Tenant's personal property and trade fixtures. Notwithstanding anything to the contrary in this Lease, including, but not limited to this Section 17A, Landlord's obligation(s) to repair, rebuild or restore the Building or the Premises shall exist (i) only to the extent of insurance proceeds received by Landlord in connection with the condition or event which gave rise to Landlord's obligation to repair, rebuild or restore and/or (ii) only so long as the area unaffected by the casualty may, as determined by Landlord using reasonable business judgment, be restored as a profitable, self functioning unit.

F. APPLICATION OF INSURANCE PROCEEDS. Any and all fire or other insurance proceeds that become payable at any time during the Term because of damage to or destruction of any buildings or improvements on the Building shall be paid to Landlord, and applied toward the cost of repairing and restoring the damaged or destroyed buildings or improvements in the manner required this Article; provided, however, that should Landlord exercise its option granted by this Lease to terminate this Lease because of damage to or destruction of buildings or improvements on the Building, then, in that event, any and all fire or other insurance proceeds that become payable because of such damage or destruction shall be paid to Landlord.

G. TENANT'S TERMINATION RIGHT. In the event (i) Landlord does not commence restoration, as contemplated under this Section 17, within one hundred eighty (180) days after the date of such casualty ("Commencement Deadline") and such casualty is not caused by the willful misconduct of Tenant or (ii) Landlord does not complete such restoration of the Premises within one (1) year after Landlord commences such restoration ("Completion Deadline") and such casualty is not caused by the willful misconduct of Tenant, Tenant shall be entitled to terminate this Lease by giving Landlord notice of intent to terminate within ten (10) days after either the Completion Deadline or the Commencement Deadline, as the case may be.

18. CONDEMNATION AND EMINENT DOMAIN

A. ABSOLUTE RIGHT TO TERMINATE. If all or a material part of the Premises or the Building or the parking spaces is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which they are then being used, this Lease will terminate and the Rent and Additional Rent will be abated during the unexpired portion of this Lease effective on the date physical possession is taken by the condemning authority. Tenant will have no claim to the condemnation award.

B. OBLIGATION TO RESTORE. In the event an immaterial part of the Premises or the Building or the parking spaces is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in subsection A above, then Landlord shall, subject to the remaining provisions of this Section, at Landlord's expense, restore the Premises to the extent necessary to make them reasonably tenantable. The Rent and Additional Rent payable under this Lease during the unexpired portion of the Lease Term shall be adjusted to such an extent as may be fair and reasonable under the circumstances. Tenant shall have no claim to the condemnation award with respect to the leasehold estate but, in a subsequent, separate proceeding,

may make a separate claim for trade fixtures installed in the Premises by and at the expense of Tenant and Tenant's moving expense. In no event will Tenant have any claim for the value of the unexpired Lease Term.

C. QUALIFICATIONS. Notwithstanding the foregoing, Landlord's obligation to restore exists (i) only if and/or to the extent, that the condemnation or similar award received by Landlord is sufficient to compensate Landlord for its loss and its restoration costs and/or (ii) the area unaffected by the condemnation or similar proceeding may, as determined by Landlord's reasonable business judgment, be restored as a profitable, and self functioning unit.

19. LIMITATION OF LANDLORD'S LIABILITY; INDEMNIFICATION

A. PERSONAL PROPERTY. All personal property placed or moved into the Building will be at the sole risk of Tenant or other owner. Landlord will not be liable to Tenant or others for any damage to person or property arising from theft, vandalism, HVAC malfunction, the bursting or leaking of water pipes, or any act or omission of any person. Landlord agrees, however, this if it possesses claim regarding any such damage against unrelated third parties, Landlord will upon request of Tenant or its insurance company assign such claims to Tenant's designee.

B. LIMITATIONS. Notwithstanding any contrary provision of this Lease: (i) Tenant will look solely (to the extent insurance coverage is not applicable or available) to the interest of Landlord (or its successor as Landlord hereunder) in the Building for the satisfaction of any judgment or other judicial process requiring the payment of money as a result of any negligence or breach of this Lease by Landlord or its successor or of Landlord's managing agent (including any beneficial owners, partners, corporations and/or others affiliated or in any way related to Landlord or such successor or managing agent) and Landlord has no personal liability hereunder of any kind, and (ii) Tenant's sole right and remedy in any action or proceeding concerning Landlord's reasonableness (where the same is required under this Lease) will be an action for declaratory judgment and/or specific performance.

C. INDEMNITY. Tenant agrees to indemnify, defend and hold harmless Landlord and Landlord's employees, officers, directors and agents ("Landlord's Agents") from and against all claims, causes of actions, liabilities, judgments, damages, losses, costs and expenses, including reasonable attorneys' fees and costs, including appellate proceedings and bankruptcy proceedings, incurred or suffered by Landlord and arising from or in any way connected with the Building or the use thereof or any acts, omissions, neglect or fault of Tenant or any of Tenant's Agents, including, but not limited to, any breach of this Lease or any death, personal injury or property damage occurring in or about the Building. Tenant will reimburse Landlord upon request for all costs incurred by Landlord in the interpretation and enforcement of any provisions of this Lease and/or the collection of any sums due to Landlord under this Lease, including collection of agency fees, and reasonable attorneys' fees and costs, regardless of whether litigation is commenced, and through all appellate actions and proceedings, including bankruptcy proceedings, if litigation is commenced. The foregoing claims, causes of actions, liabilities, judgments, damages, losses, costs and expenses shall include but not be limited to any of same arising from Tenant's failure to comply with any of the requirements of Americans with Disabilities Act ("ADA") within the Premises.

20. (INTENTIONALLY DELETED)

21. COMPLIANCE WITH LAWS AND PROCEDURES

A. COMPLIANCE. Tenant, at its sole cost, will promptly comply with all applicable laws, guidelines, rules, regulations and requirements, whether of federal, state, or local origin, applicable to the Premises and the Building, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. ss. 12101 et seq, and those for the correction, prevention and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Premises. Notwithstanding the foregoing, Tenant shall not be responsible for violations of laws, which violations exist as of the Commencement Date. Further, in the event that any laws require capital expenses on account of structural elements of the Building and the effect of

laws is not triggered by Tenant's particular use of the Premises including any Alterations by Tenant, Tenant shall be responsible only for its proportionate share of such capital costs with the balance being paid by Landlord. Tenant's proportionate share such capital costs shall be a fraction, the numerator of which is the number of months remaining in this Term and the denominator of which is the number of months of useful life of the capital improvement in question as reasonably estimated by Landlord. In the event that the parties subsequently agree to renew the Term, Tenant's proportionate share shall be ratably adjusted and Tenant shall pay Landlord for any resulting increase in the amount owed by Tenant.

B. RADON. In accordance with Florida Law, the following disclosure is hereby made: RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISK TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

22. RIGHT OF ENTRY

Landlord and its agents will have the right to enter the Premises during all reasonable hours to make necessary repairs to the Premises. In the event of an emergency, Landlord or its agents may enter the Premises at any time, without notice, to appraise and correct the emergency condition. Said right of entry will, after reasonable notice, likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Lease. Landlord or its agents will have the right to exhibit the Premises at any time to prospective tenants within one hundred and eighty days (180) before the Expiration Date of the Lease.

23. DEFAULT

A. EVENTS OF DEFAULT BY TENANT. If (1) Tenant vacates, abandons or surrenders all or any part of the Premises prior to the Expiration Date, or (2) Tenant fails to fulfill any of the terms or conditions of this Lease or any other lease heretofore made by Tenant for space in the Building or (3) the appointment of a trustee or a receiver to take possession of all or substantially all of Tenant's assets occurs, or if the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises, or of Tenant's interest in this Lease, occurs, or (4) Tenant or any of its successors or assigns or any guarantor of this Lease ("Guarantor") should file any voluntary petition in bankruptcy, reorganization or arrangement, or an assignment for the benefit of creditors or for similar relief under any present or future statute, law or regulation relating to relief of debtors, or (5) Tenant or any of its successors or assigns or any Guarantor should be adjudicated bankrupt or have an involuntary petition in bankruptcy, reorganization or arrangement filed against it, or (6) Tenant shall permit, allow or suffer to exist any lien, judgment, writ, assessment, charge, attachment or execution upon Landlord's or Tenant's interest in this Lease or to the Premises; then, Tenant shall be in default hereunder.

B. TENANT'S GRACE PERIODS.

(1) If Tenant fails to cure any default in the payment of Rent within 3 days after notice from Landlord notice of such payment, then Landlord shall have such remedies as are provided under this Lease and/or under the laws of the State of Florida. Notwithstanding the foregoing, Landlord shall not be required to give such notice more than twice in any calendar year, and after two such notices in any calendar year, Tenant's failure to make any payment of Rent on its due date shall automatically entitle Landlord to exercise its remedies under this Lease and/or Florida law without any notice to Tenant.

(2) If Tenant fails to cure any other default within ten (10) days after notice from Landlord specifying the nature of such default (unless such default is of a nature that it cannot be completely cured within said ten (10) day period and steps have been diligently commenced to cure or remedy it within such ten (10) day period and are thereafter pursued with reasonable diligence and in good faith), then Landlord shall have such remedies as are provided under this Lease and/or under the laws of the State of Florida.

C. LANDLORD'S DEFAULT. If Tenant asserts that Landlord has failed to meet any of its obligations under this Lease, Tenant shall provide written notice ("Notice of Default") to Landlord specifying the alleged failure to perform, and Tenant shall send by certified mail, return receipt requested, a copy of such Notice of Default to any and all mortgage holders, provided that Tenant has been previously advised of the address(es) of such mortgage holder(s). Landlord shall have a thirty (30) day period after receipt of the Notice of Default in which to commence curing any non-performance by Landlord, and Landlord shall have as much time thereafter to complete such cure as is necessary so long as Landlord's cure efforts are diligent and continuous. If Landlord has not begun the cure within thirty (30) days of receipt of the Notice of Default, or Landlord does not thereafter diligently and continuously attempt to cure, then Landlord shall be in default under this Lease. If Landlord is in default under this Lease, then the mortgage holder(s) shall have an additional thirty (30) days within which to cure such default or, if such default cannot be cured within that time, then such additional time as may be necessary so long as their efforts are diligent and continuous.

24. LANDLORD'S REMEDIES FOR TENANT'S DEFAULT

A. LANDLORD'S OPTIONS. If Tenant is in default of this Lease, Landlord may, at its option, in addition to such other remedies as may be available under Florida law:

(1) terminate this Lease and Tenant's right of possession; or

(2) terminate Tenant's right to possession but not the Lease and/or proceed in accordance with any and all provisions of paragraph B below.

B. LANDLORD'S REMEDIES.

(1) Landlord may without further notice reenter the Premises either by force or otherwise and dispossess Tenant by summary proceedings or otherwise, as well as the legal representative(s) of Tenant and/or other occupant(s) of the Premises, and remove their effects and hold the Premises as if this Lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end; and/or at Landlord's option,

(2) All Rent and all Additional Rent for the balance of the Term will, at the election of Landlord, be accelerated and the present worth of same for the balance of the Lease Term, net of amounts actually collected by Landlord, shall become immediately due thereupon and be paid, together with all expenses of every nature which Landlord may incur such as (by way of illustration and not limitation) those for attorneys' fees, brokerage, advertising, and refurbishing the Premises in good order or preparing them for re-rental. For purposes of the preceding sentence, "present worth" shall be computed by discounting such amount to present worth at an interest rate equal to one percentage point above the discount rate then in effect at the Federal Reserve Bank nearest to the location of the Building; and/or at Landlord's option,

(3) Landlord may re-let the Premises or any part thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Lease Term, and may grant concessions or free rent or charge a higher rental than that reserved in this Lease; and/or at Landlord's option (however, Landlord may elect to take no action and collect rent as it accrues, it being the intent of the parties that Landlord shall not be required to mitigate damages resulting from Tenant's default, and Tenant waives to the fullest extent not prohibited by law any implied obligation of Landlord to mitigate such damages),

(4) Tenant or its legal representative(s) will also pay to Landlord as liquidated damages any deficiency between the Rent and all Additional Rent hereby reserved and/or agreed to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Premises for each month of the period which would otherwise have constituted the balance of the Lease Term.

25. LANDLORD'S RIGHT TO PERFORM FOR TENANT'S ACCOUNT

If Tenant fails to observe or perform any term or condition of this Lease within the grace period, if any, applicable thereto, then Landlord may immediately or at any time thereafter perform the same for the account of Tenant. If Landlord makes any expenditure or incurs any obligation for the payment of money in connection with such performance for Tenant's account (including reasonable attorneys' fees and costs in instituting, prosecuting and/or defending any action or proceeding through appeal), the sums paid or obligations incurred, with interest at eighteen percent (18%) per annum, will be paid by Tenant to Landlord within ten (10) days after rendition of a bill or statement to Tenant. In the event Tenant in the performance or non-performance of any term or condition of this Lease should cause an emergency situation to occur or arise within the Premises or in the Building, Landlord will have all rights set forth in this paragraph immediately without the necessity of providing Tenant any advance notice.

26. LIENS

A. GENERAL. In accordance with the applicable provisions of the Florida Mechanic's Lien Law and specifically Florida Statutes, Section 713.10, no interest of Landlord whether personally or in the Premises, or in the underlying land or Building of which the Premises are a part or the leasehold interest aforesaid shall be subject to liens for improvements made by Tenant or caused to be made by Tenant hereunder. Further, Tenant acknowledges that Tenant, with respect to improvements or alterations made by Tenant or caused to be made by Tenant hereunder, shall promptly notify the contractor making such improvements to the Premises of this provision exculpating Landlord's liability for such liens.

B. DEFAULT. Notwithstanding the foregoing, if any mechanic's lien or other lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the Building or the Premises or this leasehold, or any alterations, fixtures or improvements therein or thereto, as a result of any work action or inaction done by or at the direction of Tenant or any of Tenant's Agents,

Tenant will discharge same of record within ten (10) days after the filing thereof, failing which Tenant will be in default under this Lease. In such event, without waiving Tenant's default, Landlord, in addition to all other available rights and remedies, without further notice, may discharge the same of record by payment, bonding or otherwise, as Landlord may elect, and upon request Tenant will reimburse Landlord for all costs and expenses so incurred by Landlord plus interest thereon at the rate of eighteen percent (18%) per annum.

27. NOTICES

Notices to Tenant under this Lease will be addressed to Tenant and mailed or delivered to the address set forth for Tenant in the BLI Rider. Notices to Landlord under this Lease (as well as the required copies thereof) will be addressed to Landlord (and its agents) and mailed or delivered to the address set forth in the BLI Rider. Notices will be personally delivered or given by registered or certified mail, return receipt requested. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by mail will be deemed to have been upon receipt by Tenant or attempted delivery by the U.S. Postal Service. Each party may change its address from time to time by written notice given to the other as specified above.

28. ENCUMBERANCES

This Lease and Tenants rights hereunder shall at all times be subordinate and inferior to any mortgages, deeds of trust, major leases, ground leases, or an other encumbrances, now or hereafter affecting the Building. Tenant agrees in the event of any act or omission by Landlord which would otherwise give Tenant the right to terminate this Lease or to claim a partial or total eviction, Tenant shall not exercise any such right (i) until it has notified in writing the holder of such mortgage or encumbrances which at the time shall be in a lien on or encumber the Premises of such act or omission; (ii) until thirty (30) days shall elapsed following the giving of such notice and such holder shall not commenced and continued, with reasonable diligence, to remedy such act or omission or to cause the same to be remedied. During the

period between the giving of such notice and the remedying of such act or omission, the rental herein recited shall be abated or apportioned to the extent that any part of the Premises shall be untenantable. If such mortgage is foreclosed, or if the Building is conveyed to the mortgagee or its designee in lieu of foreclosure, then upon request of the mortgagee, Tenant shall attorn to the purchaser at any foreclosure sale there under or to the grantee of such conveyance, and Tenant shall execute and deliver such instruments or agreements as may, in the judgment of such purchaser or grantee be necessary or appropriate to evidence such attornment. Tenant agrees that within seven (7) days after request by Landlord or any mortgagee of the Building, Tenant will execute, acknowledge and deliver to the Landlord and/or the mortgagee an estoppel letter in form and substance satisfactory to Landlord and/or the mortgagee (as prepared by Landlord), setting forth such information as Landlord and/or the mortgagee may require including status of this Lease and/or the Premises. If for any reason Tenant does not timely comply with the provisions of this paragraph, Tenant will be deemed to have confirmed all matters set forth in the estoppel letter prepared by Landlord. Landlord shall use commercially reasonable efforts to obtain a non-disturbance agreement from the holder of any mortgage which is superior to this Lease, which non-disturbance agreement shall provide in effect that Tenant's right to use and occupy the Premises will not be deprived as a result of a foreclosure of such mortgage so long as Tenant shall not be in default under this Lease; provided, however, the rights and obligations of Landlord and Tenant under this Lease shall be unaffected if Landlord is unable to obtain such non-disturbance agreement.

29. (INTENTIONALLY DELETED)

30. TRANSFER BY LANDLORD

If Landlord's interest in the Building terminates by reason of a bona fide sale or other transfer, Landlord will, upon transfer of the Security Deposit to the new owner, thereupon be released from all further liability to Tenant under this Lease. At the expiration or termination of the Lease Term, Tenant shall deliver to Landlord all keys to the Premises and make known to Landlord the location and combination of all safes, locks and similar items.

31. SURRENDER OF PREMISES; HOLDING OVER

A. SURRENDER. Tenant agrees to surrender the Premises to Landlord on the Expiration Date (or sooner termination of the Lease Term pursuant to other applicable provisions hereof) in as good condition as they were at the commencement of Tenant's occupancy, ordinary wear and tear, and damage by fire and windstorm excepted.

B. RESTORATION. In all events, Tenant will promptly restore all damage caused in connection with any removal of Tenant's personal property. Tenant will pay to Landlord, upon request, all damages that Landlord may suffer on account of Tenant's failure to surrender possession as and when aforesaid and will indemnify Landlord against all liabilities, costs and expenses (including all reasonable attorneys' fees and costs if any) arising out of Tenant's delay in so delivering possession, including claims of any succeeding tenant.

C. REMOVAL. Upon expiration of the Lease Term, Tenant will not be required to remove from the Premises Building standard items, all of such Building standard items are the property of Landlord.

D. HOLDOVER. If Tenant shall be in possession of the Premises after the expiration of the Term, in the absence of any agreement extending the Term, the tenancy under this Lease shall become one from month to month, terminable by either party on thirty (30) days' prior notice, and shall be subject to all of the terms and conditions of this Lease as though the Term had been extended from month to month, except that (i) the Base Rent payable hereunder for each of the first 2 months during said holdover period shall be equal to 150% of the monthly installment of Base Rent payable during the last month of the Term, and the Base Rent payable hereunder for each additional month of said holdover period shall be equal to twice the monthly installment of Base Rent payable during the last month of the Term and (ii) all Taxes payable hereunder shall be prorated for each month during such holdover period.

E. NO SURRENDER. No offer of surrender of the Premises, by delivery to Landlord or its agent of keys to the Premises or otherwise, will be binding on Landlord unless accepted by Landlord, in writing, specifying the effective surrender of the Premises. At the expiration or termination of the

Lease Term, Tenant shall deliver to Landlord all keys to the Premises and make known to Landlord the location and combinations of all locks, safes and similar items. No receipt of money by Landlord from Tenant after the Expiration Date (or sooner termination) shall reinstate, continue or extend the Lease Term, unless Landlord specifically agrees to same in writing signed by Landlord at the time such payment is made by Tenant.

32. NO WAIVER; CUMULATIVE REMEDIES

A. NO WAIVER. No waiver of any provision of this Lease by either party will be deemed to imply or constitute a further waiver by such party of the same or any other provision hereof. The rights and remedies of Landlord under this Lease or otherwise are cumulative and are not intended to be exclusive and the use of one will not be taken to exclude or waive the use of another, and Landlord will be entitled to pursue all rights and remedies available to landlords under the laws of the State of Florida. Landlord, in addition to all other rights which it may have under this Lease, hereby expressly reserves all rights in connection with the Building or the Premises not expressly and specifically granted to Tenant under this Lease and Tenant hereby waives all claims for damages, loss, expense, liability, eviction or abatement it has or may have against Landlord on account of Landlord's exercise of its reserved rights, including, but not limited to, Landlord's right to alter the existing name, address, style or configuration of the Building or the Building Areas, signage, suite identifications, parking facilities, lobbies, entrances and exits, elevators and stairwells.

B. RENT PAYMENTS. No receipt of money by Landlord from Tenant at any time, or any act, or thing done by, Landlord or its agent shall be deemed a release of Tenant from any liability whatsoever to pay Rent, Additional Rent, or any other sums due hereunder, unless such release is in writing, subscribed by a duly authorized officer or agent of Landlord and refers expressly to this Section. Any payment by Tenant or receipt by Landlord of less than the entire amount due at such time shall be deemed to be on account of the earliest sum due. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction. In the case of such a partial payment or endorsement, Landlord may accept such payment, check or letter without prejudice to its right to collect all remaining sums due and pursue all of its remedies under the Lease.

33. WAIVER

LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH (i) THIS LEASE, (ii) THE PREMISES, (iii) TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR (iv) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION OR PROCEEDING COMMENCED BY LANDLORD TO OBTAIN POSSESSION OF THE PREMISES. IF TENANT VIOLATES THIS PROVISION BY FILING A PERMISSIVE COUNTERCLAIM, WITHOUT PREJUDICE TO LANDLORD'S RIGHT TO HAVE SUCH COUNTERCLAIM DISMISSED, THE PARTIES STIPULATE THAT SHOULD THE COURT PERMIT TENANT TO MAINTAIN THE COUNTERCLAIM, THE COUNTERCLAIM SHALL BE SEVERED AND TRIED SEPARATELY FROM THE ACTION FOR POSSESSION PURSUANT TO RULE 1.270(b) OF THE FLORIDA RULES OF CIVIL PROCEDURE OR OTHER SUMMARY PROCEDURES SET FORTH IN SECTION 51.011, FLORIDA STATUTES (1993). THE WAIVERS SET FORTH IN THIS SECTION ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT. TENANT FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THESE WAIVERS WITH COUNSEL. THIS PROVISION IS A MATERIAL INDUCEMENT TO LANDLORD IN AGREEING TO ENTER INTO THIS LEASE. In the event of any dispute hereunder, or any default in the performance of any term or condition of this Lease, the prevailing party in litigation shall be entitled to recover all costs and expenses associated therewith, including reasonable attorneys' fees through all appeals.

34. CONSENTS AND APPROVALS

If Tenant requests Landlord's consent or approval under this Lease, and if in connection with such requests Landlord deems it necessary to seek the advice of its attorneys, architects and/or other experts, then Tenant shall pay the reasonable fee of Landlord's attorneys, architects and/or other experts in connection with the consideration of such request and/or the

preparation of any documents pertaining thereto. Whenever under this Lease Landlord's consent or approval is expressly or impliedly required, the same may be arbitrarily withheld except as otherwise specified herein.

35. RULES AND REGULATIONS

Tenant agrees to abide by all rules and regulations attached hereto as Exhibit "B" and incorporated herein by this reference, as reasonably amended and supplemented from time to time by Landlord. Landlord will not be liable to Tenant for violation of the same or any other act or omission by any other tenant. Tenant shall also abide by all rules and regulations of the community association referenced in Section 3 above.

36. SUCCESSORS AND ASSIGNS

This Lease will be binding upon and inure to the benefit of the respective heirs, personal and legal representatives, successors and permitted assigns of the parties hereto.

37. QUIET ENJOYMENT

In accordance with and subject to the terms and provisions of this Lease, Landlord warrants that it has full right to execute and to perform under this Lease and to grant the estate demised and that Tenant, upon Tenant's payment of the required Rent and Additional Rent and performing of all of the terms, conditions, covenants, and agreements contained in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the full Lease Term.

38. ENTIRE AGREEMENT

This Lease, together with the BLI Rider, exhibits, schedules, addenda and guaranties (as the case may be) fully incorporated into this Lease by this reference, contains the entire agreement between the parties hereto regarding the subject matters referenced herein and supersedes all prior oral and written agreements between them regarding such matters. This Lease may be modified only by an agreement in writing dated and signed by Landlord and Tenant after the date hereof.

39. HAZARDOUS MATERIALS

A. REPRESENTATION. Tenant represents, warrants and covenants that (1) the Premises will not be used for any dangerous, noxious or offensive trade or business and that it will not cause or maintain a nuisance there, (2) it will not bring, generate, treat, store, use or dispose of Hazardous Substances at the Premises, (3) it shall at all times comply with all Environmental Laws (as hereinafter

defined) and shall cause the Premises to comply, and (4) Tenant will keep the Premises free of any lien imposed pursuant to any Environmental Laws. Notwithstanding anything to the contrary in this Lease, Tenant shall have no responsibility or liability with respect to Hazardous Substances not introduced by Tenant or by any employee, agent or contractor of Tenant.

B. REPORTING REQUIREMENTS. Tenant warrants that it will promptly deliver to the Landlord, (i) copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning the Tenant's operations upon the Premises; (ii) copies of any documents submitted by the Tenant to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning its operations on the Premises, including but not limited to copies of permits, licenses, annual filings, registration forms and, (iii) upon the request of Landlord, Tenant shall provide Landlord with evidence of compliance with Environmental Laws.

C. TERMINATION, CANCELLATION, SURRENDER. At the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord free of any and all Hazardous Substances and in compliance with all Environmental Laws and to the complete satisfaction of Landlord. Landlord may require, at Tenant's sole expense at the end of the term, a clean-site certification, environmental audit or site assessment.

D. ACCESS AND INSPECTION. Landlord shall have the right but not the obligation, at all times during the term of this Lease to (i) enter upon and inspect the Premises, (ii) conduct tests and investigations and take samples to determine whether Tenant is in compliance with the provisions of this Article, and (ii) request lists of all Hazardous Substances used, stored or located on the Premises; the cost of all such inspections, tests and investigations to be borne by Tenant. Promptly upon the written request of Landlord, from time to time, Tenant shall provide Landlord, at Tenant's expense, with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable to Landlord to assess with a reasonable degree of certainty the presence or absence of any Hazardous Substances and the potential costs in connection with abatement, cleanup, or removal of any Hazardous Substances found on, under, at, or within the Premises. Tenant will cooperate with Landlord and allow Landlord and Landlord's representatives access to any and all parts of the Premises and to the records of Tenant with respect to the Premises for environmental inspection purposes at any time. In connection therewith, Tenant hereby agrees that Landlord or Landlord's representatives may perform any testing upon or of the Premises that Landlord deems reasonably necessary for the evaluation of environmental risks, costs, or procedures, including soils or other sampling or coring.

E. VIOLATIONS - ENVIRONMENTAL DEFAULTS. Tenant shall give to Landlord immediate verbal and follow-up written notice of any actual or threatened spills, releases or discharges of Hazardous Substances on the Premises, caused by the acts or omissions of Tenant or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant covenants to promptly investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Substances caused by the acts or omissions of Tenant or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant's sole cost and expense; such investigation, clean up and remediation to be performed in accordance with all Environmental Laws and to the satisfaction of Landlord and after Tenant has obtained Landlord's written consent. Tenant shall return the Premises to the condition existing prior to the introduction of any such Hazardous Substances.

(1) In the event of (1) a violation of an Environmental Law, (2) a release, spill or discharge of a Hazardous Substance on or from the Premises, or (3) the discovery of an environmental condition requiring response which violation, release, or condition is attributable to the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers, or contractors, or (4) an emergency environmental condition (collectively "Environmental Defaults"), Landlord shall have the right, but not the obligation, to immediately enter the Premises, to supervise and approve any actions taken by Tenant to address the violation, release or environmental condition; and in the event Tenant fails to immediately address such violation, release, or environmental condition, or if the Landlord deems it necessary, then Landlord may perform, at Tenant's expense, any lawful actions necessary to address the violation, release, or environmental condition.

(2) Landlord has the right, but not the obligation to cure any Environmental Defaults, has the right to suspend some or all of the operations of the Tenant until it has determined to its sole satisfaction that appropriate measures have been taken, and has the right to terminate this Lease upon the occurrence of an Environmental Default.

F. ADDITIONAL RENT. Any expenses, which the Landlord incurs, which are to be at Tenant's expense pursuant to this Article, will be considered Additional Rent under this Lease and shall be paid by Tenant on demand by Landlord.

G. ASSIGNMENT AND SUBLETTING. Notwithstanding anything to the contrary in this Lease, the Landlord may condition its approval of any assignment or subletting by Tenant to an Assignee or Subtenant that in the sole judgment of the Landlord does not create any additional environmental exposure.

H. INDEMNIFICATION. Tenant shall indemnify, defend (with counsel approved by Landlord) and hold Landlord and Landlord's affiliates, shareholders, directors, officers, employees and agents harmless from and against any and all claims, judgments, damages (including consequential damages), penalties, fines, liabilities, losses, suits, administrative proceedings, costs and expenses of any kind or nature, known or unknown,

contingent or otherwise, which arise out of or in anyway related to the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors during or after the term of this Lease (including, but not limited to, attorneys', consultant, laboratory and expert fees expert fees and including without limitation, diminution in the value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises and damages arising from any adverse impact on marketing of space), arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of hazardous Substances on or about the Premises.

I. DEFINITIONS.

(1) "Hazardous Substance" means, (i) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any applicable laws or regulations as a "hazardous substance", "hazardous material", "hazardous waste", "infectious waste", "toxic substance", "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity, (ii) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources and (iii) petroleum products, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source,

special nuclear, or by-product material), and medical waste.

(2) Environmental Laws" collectively means and includes all present and future laws and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits, and other requirements or guidelines of governmental authorities applicable to the Premises and relating to the environment and environmental conditions or to any Hazardous Substance (including, without limitation, CERCLA, 42 U.S.C.ss.9601, et. seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C.ss. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C.ss.1801, et seq., the Federal Water Pollution Control Act, 33 U.S.C.ss.1251, et seq., the Clean Air Act, 33 U.S.C.ss.7401, et seq., the Clear Air Act, 42 U.S.C.ss.741, et seq., the Toxic Substances Control Act, 15 U.S.C.ss. 2601-2629, the Safe Drinking Water Act, 42 U.S.C.ss. 300f-300j, the Emergency Planning and Community Right-To-Know Act, 42 U.S.C.ss. 1101, et seq., and any so-called "Super Fund" or "Super Lien" law, any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency, and any similar state and local laws and regulations, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety.)

J. RADON. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

40. BANKRUPTCY PROVISIONS

A. EVENT OF BANKRUPTCY. If this Lease is assigned to any person or entity pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq. (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord, and shall not constitute the property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under this Section not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and shall be promptly paid or delivered to Landlord. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such

assignment.

B. ADDITIONAL REMEDIES. In addition to any rights or remedies hereinbefore or hereinafter conferred upon Landlord under the terms of this Lease, the following remedies and provisions shall specifically apply in the event Tenant is in default of this Lease:

(1) In all events, any receiver or trustee in bankruptcy shall either expressly assume or reject this Lease within sixty (60) days following the entry of an "Order for Relief" or within such earlier time as may be provided by applicable law.

(2) In the event of an assumption of this Lease by a debtor or by a trustee, such debtor or trustee shall within fifteen (15) days after such assumption (i) cure any default or provide adequate assurance that defaults will be promptly cured; (ii) compensate Landlord for actual pecuniary loss or provide adequate assurance that compensation will be made for actual monetary loss, including, but not limited to, all attorneys' fees and costs incurred by Landlord resulting from any such proceedings; and (iii) provide adequate assurance of future performance.

(3) Where a default exists under this Lease, the trustee or debtor assuming this Lease may not require Landlord to provide services or supplies incidental to this Lease before its assumption by such trustee or debtor, unless Landlord is compensated under the terms of this Lease for such services and supplies provided before the assumption of such Lease.

(4) The debtor or trustee may only assign this Lease if (i) it is assumed and the assignee agrees to be bound by this Lease, (ii) adequate assurance of future performance by the assignee is provided, whether or not there has been a default under this Lease, and (iii) the debtor or trustee has received Landlord's prior written consent pursuant to the provisions of this Lease. Any consideration paid by any assignee in excess of the rental reserved in this Lease shall be the sole property of, and paid to, Landlord.

(5) Landlord shall be entitled to the fair market value for the Premises and the services provided by Landlord (but in no event less than the rental reserved in this Lease) subsequent to the commencement of a bankruptcy event.

(6) Any security deposit given by Tenant to Landlord to secure the future performance by Tenant of all or any of the terms and conditions of this Lease shall be automatically transferred to Landlord upon the entry of an "Order of Relief".

(7) The parties agree that Landlord is entitled to adequate assurance of future performance of the terms and provisions of this Lease in the event of an assignment under the provisions of the Bankruptcy Code. For purposes of any such assumption or assignment of this Lease, the parties agree that the term "adequate assurance" shall include, without limitation, at least the following: (i) any proposed assignee must have, as demonstrated to Landlord's satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) in an amount sufficient to assure that the proposed assignee will have the resources to meet the financial responsibilities under this Lease, including the payment of all Rent; the financial condition and resources of Tenant are material inducements to Landlord entering into this Lease; (ii) any proposed assignee must have engaged in the permitted use described in the BLI Rider for at least five (5) years prior to any such proposed assignment, the parties hereby acknowledging that in entering into this Lease, Landlord considered extensively Tenant's permitted use and determined that such permitted business would add substantially to the tenant balance in the Building, and were it not for Tenant's agreement to operate only Tenant's permitted business on the Premises, Landlord would not have entered into this Lease, and that Landlord's operation of the Building will be materially impaired if a trustee in bankruptcy or any assignee of this Lease operates any business other than Tenant's permitted business; (iii) any assumption of this Lease by a proposed assignee shall not adversely affect Landlord's relationship with any of the remaining tenants in the Building taking into consideration any and all other "use" clauses and/or

"exclusivity" clauses which may then exist under their leases with Landlord; and

(iv) any proposed assignee must not be engaged in any business or activity which it will conduct on the Premises and which will subject the Premises to contamination by any Hazardous Materials.

41. MISCELLANEOUS

A. If any term or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, is not to be affected thereby and each term and condition of this Lease is to be valid and enforceable to the fullest extent permitted by law. This Lease will be construed in accordance with the laws of the State of Florida.

B. Submission of this Lease to Tenant does not constitute an offer, and this Lease becomes effective only upon execution and delivery by both Landlord and Tenant.

C. Tenant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein.

D. Tenant will pay before delinquency all taxes assessed during the Lease Term against any occupancy interest in the Premises or personal property of any kind owned by or placed in, upon or about the Premises by Tenant.

E. Each party represents and warrants that it has not dealt with any agent or broker in connection with this transaction except for the agents or brokers specifically set forth in the BLI Rider with respect to each Landlord and Tenant. If either party's representation and warranty proves to be untrue, such party will indemnify the other party against all resulting liabilities, costs, expenses, claims, demands and causes of action, including reasonable attorneys' fees and costs through all appellate actions and proceedings, if any. The foregoing will survive the end of the Lease Term.

F. Neither this Lease nor any memorandum hereof will be recorded by Tenant.

G. Nothing contained in this Lease shall be deemed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any other provisions contained in this Lease nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

H. Whenever in this Lease the context allows, the word "including" will be deemed to mean "including without limitation". The headings of articles, sections or paragraphs are for convenience only and shall not be relevant for purposes of interpretation of the provisions of this Lease.

I. This Lease does not create, nor will Tenant have, any express or implied easement for or other rights to air, light or view over or about the Building or any part thereof.

J. Any acts to be performed by Landlord under or in connection with this Lease may be delegated by Landlord to its managing agent or other authorized person or firm.

K. It is acknowledged that each of the parties hereto has been fully represented by legal counsel and that each of such legal counsel has contributed substantially to the content of this Lease. Accordingly, this Lease shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

L. Landlord has made no inquiries about and makes no representations (express or implied) concerning whether Tenant's proposed use of the Premises is permitted under applicable law, including applicable zoning law;

should Tenant's proposed use be prohibited, Tenant shall be obligated to comply with applicable law and this Lease shall nevertheless remain in full force and effect.

M. Notwithstanding anything to the contrary in this Lease, if Landlord cannot perform any of its obligations due to events beyond Landlord's control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's control include, but are not limited to, hurricanes and floods and other acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.

N. Tenant agrees to pay, before delinquency, all taxes assessed during the Lease Term agreement (i) all personal property, trade fixtures, and improvements located in or upon the Premises and (ii) any occupancy interest of Tenant in the Premises.

O. At the request of Landlord, Tenant shall, not later than ninety (90) days following the close of each fiscal year of Tenant during the Term, furnish to Landlord a balance sheet of Tenant as of the end of such fiscal year and a statement of income and expense for the fiscal year then ended, together with an opinion of an independent certified public accountant of recognized standing to the effect that said financial statements have been prepared in conformity with generally accepted accounting principles consistently applied, and fairly present the financial condition and results of operations of Tenant as of and for the periods covered.

EXHIBIT "A"
LEGAL DESCRIPTION

A PORTION OF PARCEL "A", "WEST GLEN SQUARE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL "A";

THENCE NORTH 00(degree)11'23" WEST ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 25.52 FEET;

THENCE SOUTH 90(degree)00'00" WEST, A DISTANCE OF 215.04 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 90(degree)00'00" WEST, A DISTANCE OF 87.75 FEET;

THENCE NORTH 00(degree)00'00" EAST, A DISTANCE OF 69.72 FEET;

THENCE NORTH 90(degree)00'00" EAST, A DISTANCE OF 87.75 FEET;

THENCE SOUTH 00(degree)00'00" WEST, A DISTANCE OF 69.72 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF PARCEL "A", "WEST GLEN SQUARE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 3 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID PARCEL "A";

THENCE NORTH 00(degree)11'23" WEST ALONG THE EAST LINE OF SAID PARCEL "A", A DISTANCE OF 25.52 FEET;

THENCE SOUTH 90(degree)00'00" WEST, A DISTANCE OF 302.79 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 90(degree)00'00" WEST, A DISTANCE OF 88.33 FEET;

THENCE NORTH 00(degree)00'00" EAST, A DISTANCE OF 69.72 FEET;

THENCE NORTH 90(degree)00'00" EAST, A DISTANCE OF 88.33 FEET;

THENCE SOUTH 00(degree)00'00" WEST, A DISTANCE OF 69.72 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

RULES AND REGULATIONS

1. NO AWNINGS OR OTHER PROJECTIONS SHALL BE ATTACHED TO THE OUTSIDE WALLS OF THE BUILDING WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD. NO CURTAINS, BLINDS, SHADES, OR SCREENS SHALL BE ATTACHED TO OR HUNG IN, OR USED IN CONNECTION WITH, ANY WINDOW OR DOOR OF THE PREMISES, WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD. SUCH AWNINGS, PROJECTIONS, CURTAINS, BLINDS, SHADES, SCREENS OR OTHER FIXTURES MUST BE OF A QUALITY, TYPE, DESIGN, AND COLOR, AND ATTACHED IN THE MANNER APPROVED BY LANDLORD. NOTWITHSTANDING THE FOREGOING, SUBJECT TO COMPLIANCE WITH APPLICABLE LAWS AS WELL AS RULES AND REGULATIONS OF THE COMMUNITY ASSOCIATION REFERENCED IN SECTION 3 ABOVE, TENANT SHALL BE ENTITLED TO AFFIX ITS IDENTIFICATION SIGNAGE ON ANY MONUMENT SIGN THAT MAY BE INSTALLED IN THE BUILDING.

2. NO SIGN, ADVERTISEMENT, NOTICE OR OTHER LETTERING SHALL BE EXHIBITED, INSCRIBED, PAINTED OR AFFIXED BY TENANT ON ANY PART OF THE OUTSIDE OF THE PREMISES OR BUILDING OR ON THE INSIDE OF THE PREMISES IF THE SAME CAN BE SEEN FROM THE OUTSIDE OF THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD EXCEPT THAT THE NAME OF TENANT MAY APPEAR ON THE ENTRANCE DOOR OF THE PREMISES

3. TENANT SHALL NOT OCCUPY OR PERMIT ANY PORTION OF THE PREMISES DEMISED TO IT TO BE OCCUPIED AS AN OFFICE FOR A PUBLIC STENOGRAPHER OR TYPIST, OR AS A BARBER OR MANICURE SHOP. TENANT SHALL NOT ENGAGE OR PAY ANY EMPLOYEES ON THE PREMISES, EXCEPT THOSE ACTUALLY WORKING FOR TENANT AT THE PREMISES, NOR ADVERTISE FOR LABOR GIVING AN ADDRESS AT THE PREMISES. THE PREMISES SHALL NOT BE USED FOR GAMBLING, LODGING, OR SLEEPING OR FOR ANY IMMORAL OR ILLEGAL PURPOSES. THE PREMISES SHALL NOT BE USED FOR THE MANUFACTURE, STORAGE, OR SALE OF MERCHANDISE, GOODS OR PROPERTY OF ANY KIND WHATSOEVER.

4. THE WATER AND WASH CLOSETS AND OTHER PLUMBING FIXTURES SHALL NOT BE USED FOR ANY PURPOSES OTHER THAN THOSE FOR WHICH THEY WERE CONSTRUCTED AND NO SWEEPINGS, RUBBISH, RAGS, OR OTHER SUBSTANCES SHALL BE THROWN THEREIN. ALL DAMAGES RESULTING FROM ANY MISUSE OF THE FIXTURES BY TENANT, ITS SERVANTS, EMPLOYEES, AGENTS, OR LICENSEES SHALL BE BORNE BY TENANT.

5. LANDLORD SHALL HAVE THE RIGHT TO RETAIN A PASSKEY AND TO ENTER THE PREMISES AT ANY TIME, TO EXAMINE SAME OR TO MAKE SUCH ALTERATIONS AND REPAIRS AS MAY BE DEEMED NECESSARY, OR TO EXHIBIT SAME TO PROSPECTIVE TENANTS DURING NORMAL BUSINESS HOURS.

6. NO ADDITIONAL LOCKS OR BOLTS OF ANY KIND SHALL BE PLACED UPON ANY OF THE DOORS OR WINDOWS BY TENANT, NOR SHALL ANY CHANGES BE MADE IN EXISTING LOCKS OR THE MECHANISM THEREOF. TENANT MUST, UPON THE TERMINATION OF ITS TENANCY RESTORE TO THE LANDLORD ALL KEYS OF OFFICES AND TOILET ROOMS, EITHER FURNISHED TO, OR OTHERWISE PROCURED BY, TENANT. TENANT SHALL PAY TO THE LANDLORD THE COST OF ANY LOST KEYS.

7. LANDLORD WILL NOT BE RESPONSIBLE FOR LOST, STOLEN, OR DAMAGED PROPERTY, EQUIPMENT, MONEY, OR JEWELRY.

8. LANDLORD RESERVES THE RIGHT TO MAKE SUCH OTHER AND FURTHER REASONABLE RULES AND REGULATIONS AS IN ITS JUDGMENT MAY FROM TIME TO TIME BE NEEDED FOR THE SAFETY, CARE AND CLEANLINESS OF THE PREMISES, AND FOR THE PRESERVATION OF GOOD ORDER THEREIN AND ANY SUCH OTHER OR FURTHER RULES AND REGULATIONS SHALL BE BINDING UPON THE PARTIES HERETO WITH THE SAME FORCE AND EFFECT AS IF THEY HAD BEEN INSERTED HEREIN AT THE TIME OF THE EXECUTION HEREOF.

EXHIBIT "C"

ACCEPTANCE OF PREMISES MEMORANDUM

This Acceptance of Premises Memorandum is being executed pursuant to that certain Office Lease dated the day of , 2002, between B & B Lakeview Realty Corp. as Landlord, and DriverShield Corp., as Tenant, pursuant to which Landlord leased to Tenant and Tenant leased from Landlord certain space more particularly described in the Lease. Unless specified otherwise herein, all capitalized terms used herein shall have the meanings assigned to them in the Lease. Landlord and Tenant hereby agree that:

1. Except for the "Punch List Items" (herein so called, as shown on the attached Punch List, if any) Landlord's Work (if any) required under the terms of the Lease and the Work Letter attached thereto has been fully completed.

2. Tenant hereby acknowledges that the Premises are tenantable and that Landlord has no further obligation for construction with respect to the Premises , and Tenant further hereby acknowledges that the Building and the Premises are satisfactory in all respects, except for the Punch List Items, and are suitable for the Permitted Use as set forth in the Lease.

3. The Commencement Date of the Lease is hereby acknowledged and agreed to be _____ .

4. Tenant acknowledges receipt of the current Rules and Regulations for the Building, which current Rules and Regulations are attached as an exhibit to the Lease.

Agreed and Executed this _____ day of _____, 2002.

LANDLORD:

B & B Lakeview Realty Corp.

By: _____

Name: _____

Title: _____

TENANT:

DriverShield Corp.

By: _____

Name: _____

Title: _____

EXHIBIT 10.11

FIRST AMENDMENT TO LEASE AGREEMENT

FIRST AMENDMENT TO LEASE AGREEMENT dated July 10, 2002 (the "Lease Amendment"), by and between B & B Lakeview Realty Corp. (the "Landlord") and DriverShield Corp. (the "Tenant").

WHEREAS, the Landlord and the Tenant have heretofore executed and delivered a Lease dated May 28, 2002 (the "Lease"); and

WHEREAS, the Landlord and Tenant have felt it necessary to amend certain terms of the Lease;

NOW THEREFORE, the Landlord and the Tenant agree as follows:

1. Section 6 of the Basic Lease Information Rider (the "BLI Rider"). The last sentence of Section 6 of the BLI Rider is hereby deleted in it entirety and replaced with the following language: Upon the execution of this Lease Amendment, the Tenant shall pay the Landlord for any costs associated with the Landlord's Work that exceeds the sum of $******* (the "Tenant's Portion"), payable as follows: (a) $51,000 payable to the Landlord and (b) the balance payable into the Escrow Account. The parties hereby agree that an escrow account shall be established, the escrow agent to be mutually agreed upon between the Landlord and the Tenant, for disbursement to the Landlord's contractor in the form of progress payments, at the discretion of the Landlord, for the contractor's completion of the Landlord's Work (the "Escrow Account"). The Tenant shall make additional payments into the Escrow Account should the Tenant's Portion exceed the Tenant's initial payment into the Escrow Account. Additionally, the Tenant shall be refunded the balance in the Escrow Account should the Tenant's Portion be less than the Tenant's initial payment.

2. The Landlord and its shareholders individually (Barry Siegel, Barry J. Spiegel and Kenneth J. Friedman) (the "Guarantors"), shall jointly and severally guaranty the completion of the Landlord's Work by the Landlord's contractor and should the Landlord's Work not be completed to the point of Substantial Completion, as defined in the Lease, for whatever reason, then the Guarantors will be responsible for completing the Landlord's Work as set forth in the Lease at their sole cost and expense.

IN WITHNESS WHEREOF, the parties hereto have executed this Lease Amendment as of the date written below.

B & B LAKEVIEW REALTY CORP.	DRIVERSHIELD CORP.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
BARRY SIEGEL (INDIVIDUALLY, LIMITED TO SECTION 2 HEREIN)	BARRY J. SPIEGEL (INDIVIDUALLY, LIMITED TO SECTION 2 HEREIN)
By: _____	By: _____
Date: _____	Date: _____

KENNETH J. FRIEDMAN (INDIVIDUALLY, LIMITED TO SECTION 2 HEREIN)

By: _____

Date: _____

EXHIBIT 21

LIST OF SUBSIDIARIES

Name of Subsidiary	State of Incorporation
DriverShield CRM Corp.	Delaware
Sentaur Corp.	Florida
DriverShield ADS Corp.	New York

EXHIBIT 99.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Accessity Corp. (the "Company") on Form 10-KSB for the period ended December 31, 2002, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Barry Siegel, Chairman of the Board, Secretary and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report containing the financial statements for the Company fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects the financial condition and results of operations of the Company.

By /s/ Barry Siegel

Barry Siegel
Chairman of the Board, Secretary and
Chief Executive Officer

EXHIBIT 99.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Accessity Corp. (the "Company") on Form 10-KSB for the period ended December 31, 2002, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Philip Kart, Senior Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report containing the financial statements for the Company fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects the financial condition and results of operations of the Company.

By /s/ Philip Kart

Philip Kart
Senior Vice President and
Chief Financial Officer