

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

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Multi-Tech International, Corp
(Exact name of registrant as specified in its charter)

NEVADA
(State or other jurisdiction of incorporation or organization)

86-0931332
(IRS Employer Identification Number)

760 Killian Road, Akron, Ohio 44319
(Address of principal executive offices) (Zip Code)

Laughlin International Inc
2533 N Carson St
Carson City, Nevada 89706
(Name and address of agent for service)

(216) 461-1734
Registrant's telephone number, including area code

Consulting and Legal Services agreements with Jeffrey M. Stein, Attorney
Crafty Creations, Inc., Mr. Rod K. Whiton, and Mr. Dan Moldea
(Full title of the Plans)

Copy to:
John J. Craciun, III
760 Killian Road
Akron, Ohio 44319

CALCULATION OF REGISTRATION FEE

Title of securities to be registered	Amount to be registered	Proposed maximum offering price per share(2)	Proposed maximum aggregate offering price (2)	Amount of registration fee (3)
Common Stock, \$.001 par value	2,330,000	\$.10	\$233,000.00	\$18.87
TOTAL	2,330,000			\$18.87

(1) Includes Common Stock, par value \$.001 of the company.

(2) Pursuant to Rule 457(h) under the Securities Act of 1933, as amended, the registration fee was computed on the basis of the market value of the shares of Common Stock to be registered hereby estimated in accordance with Rule 457(c), solely for the purpose of computing the registration fee, on the basis of the average of the high and low bid sales prices per share of Common Stock of the Registrant During the week ending March 28, 2003.

PART I

Additional updating and other information with respect to the Legal Retention Agreements and the Common Stock issuable thereunder may be provided in the future to participants in the Plan. The following documents listed under this Part I and the documents incorporated by reference under Item 3 of Part II to this Form S-8, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act, and are incorporated herein by reference.

ITEM 1. PLAN INFORMATION

The Company is offering shares of its common stock to the individual participants, Jeffrey M. Stein, (partner, Berkman, Henoch, Peterson & Peddy, P.C.), 100,000 shares (under a continuing Legal Agreement). Carol J. Slayton, 30,000 shares (Consulting Agreement). This issuance of shares is being made pursuant to a Consulting Agreement (the "Plan") adopted by the Board of Directors on May 8, 2003. Mr. Rod K. Whiton, 2,000,000 shares (Consulting Agreement). This issuance of shares is being made pursuant to a Consulting Agreement (the "Plan") adopted by the Board of Directors on May 14, 2003. Mr. Dan Moldea, 200,000 shares, (Consulting Agreement). This issuance of shares is being made pursuant to a Consulting Agreement (the "Plan") adopted by the Board of Directors on May 9, 2003. The Board has equated this number of shares to the value of the consulting and legal services provided or to be provided by these individuals. The shares issued hereunder will not be subject to any resale restrictions. The Plan is not qualified under ERISA.

The following individuals will receive the number of shares listed next to their names:

Jeffrey M Stein, 100,000 for legal services.
Carol J. Slayton, 30,000 for consulting services.
Rod K. Whiton, 2,000,000 for consulting services.
Dan Moldea, 200,000, for consulting services.

ITEM 2. REGISTRANT INFORMATION AND EMPLOYEE PLAN ANNUAL INFORMATION

Written statement required to be provided to participants pursuant to this Item 2:

We will provide without charge to each participant in the Consulting Services Contracts, upon written or oral request of such person, a copy (without exhibits, unless such exhibits are specifically incorporated by reference) of any or all of the documents incorporated by reference pursuant to this Registration Statement. Requests may be forwarded to Multi-Tech International, Corp, John J Cracuiun, III, 760 Killian Road, Akron, Ohio 443319.

GENERAL INFORMATION

This Plan covers 2,330,000 shares of common stock, \$.001 par value, of Multi-Tech International, Corp, a Nevada corporation, reserved for issuance pursuant to the legal agreements. The agreements were entered into by the Company on March 31, 2003, April 30, 2003 and May 8, 2003.

The purpose of the agreements are to provide consulting and legal services to the Company and its Subsidiaries.

ATTACHMENTS

Attorney's Opinion Letter
Consulting Contract Crafty Creations, Inc.
Consulting Agreement Rod K. Whiton
Consulting Agreement Dan Moldea

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The contents of the following documents filed by MULTI-TECH INTERNATIONAL, INC., a Nevada corporation ("Multi-Tech International, Inc." or the Registrant"), with the Securities and Exchange Commission (the "Commission") are hereby incorporated into this registration statement ("Registration Statement") by reference:

(i) Registrant's Registration Statement on Form 10-SB filed pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended ("Exchange Act"), dated September 16, 1999; and

(ii) Registrant's quarterly reports on Form 10-QSB for the quarters ended June 30, 1999, September 30, 1999, March 31, 2000, June 30, 2000, September 30, 2000, March 31, 2001, June 30, 2001, September 30, 2001, March 31, 2002, June 30, 2002 and September 30, 2002.

(iii) Registrant's annual reports on Form 10-KSB for the years ended December 31, 2000, December 31, 2001 and December 31, 2002.

All documents filed by us with the Commission pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, subsequent to the filing date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which registers all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing such documents. We will provide without charge to each participant in the written compensation contracts, upon written or oral request of such person, a copy (without exhibits, unless such exhibits are specifically incorporated by reference) of any or all of the documents incorporated by reference pursuant to this Item 3.

ITEM 4. DESCRIPTION OF SECURITIES

Not Applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

Not Applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Article XI of the Company's Articles of Incorporation for the Company do contain provisions for indemnification of the officers and directors; in addition, Section 78.751 of the Nevada General Corporation Laws provides as follows: 78.751 Indemnification of officers, directors, employees and agents; advance of expenses.

1. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the corporation, by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful.

2. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation. Indemnification may not be made for any claim, issue or matter as to which such a person has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals there from, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court in which the action or suit was brought or other court of competent jurisdiction determines upon application that in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections 1 and 2, or in defense of any claim, issue or matter therein, he must be indemnified by the corporation against expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense.

4. Any indemnification under subsections 1 and 2, unless ordered by a court or advanced pursuant to subsection 5, must be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances. The determination must be made: (a) By the stockholders; (b) By the board of directors by majority vote of a quorum consisting of directors who were not parties to act, suit or proceeding; (c) If a majority vote of a quorum consisting of directors who were not parties to the act, suit or proceeding so orders, by independent legal counsel in a written opinion; or (d) If a quorum consisting of directors who were not parties to the act, suit or proceeding cannot be obtained, by independent legal counsel in a written opinion; or

5. The articles of incorporation, the bylaws or an agreement made by the corporation may provide that the expenses of officers and directors incurred in defending a civil or criminal, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by corporation. The provisions of this subsection do not affect any rights to advancement of expenses to which corporate personnel other than the directors or officers may be entitled under any contract or otherwise by law.

6. The indemnification and advancement of expenses authorized in or ordered by a court pursuant to this section: (a) Does not exclude any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the articles of incorporation or any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, for either an action in his official capacity or an action in another capacity while holding his office, except that indemnification, unless ordered by a court pursuant to subsection 2 or for the advancement of expenses made pursuant to subsection 5, may not be made to or on behalf of any director or officer if a final

adjudication establishes that his act or omissions involved intentional misconduct, fraud or a knowing violation of the law and was material to the cause of action. (b) Continues for a person who has ceased to be a director, officer, employee or agent and endures to the benefit of the heirs, executors and administrators of such a person.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the

Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not Applicable.

Multi-Tech International, Corp

By: /s/ John J. Craciun, III

John J. Craciun, III, President

THE OFFICES OF
LAWRENCE S. HARTMAN, ESQ.
12 KAROW COURT
CHESTNUT RIDGE, NY 10952
NYS Bar Membership Number: 251703

May 14, 2003

Multi-Tech international Corp.
760 Killian Road
Akron, Ohio 44319

RE: S-8 Legal Opinion

Dear Sirs:

In connection with the filing of a Registration Statement on Form S-8 with the Securities and Exchange Commission under the Securities Act of 1933, as amended, (the "Registration Statement") for the purpose of registering (1) 100,000 shares of Multi-Tech Systems, Inc. (the "Company") common stock, par value \$.001 (the "Common Stock") to be issued to BERKMAN, HENoch, PETERSON & PEDDY, P.C. under a Legal Services Agreement, as amended, and (2) 2,000,000 shares of the Company's Common Stock to be issued to Rod K. Whiton under a Business Consultant Agreement, (3) 200,000 shares of the Company's Common Stock to be issued to Dan Moldea under a Business Consultant Agreement, and (4) 30,000 shares of the Company's Common Stock to be issued to Crafty Creations, Inc. under a Consulting Services Contract, all of which you have informed me have been approved by the Board of Directors of the Company May 8, 2003, I have examined the Articles of Incorporation and Bylaws of the Company, as amended, the foregoing agreements and such other documents of the Company as I have deemed necessary or appropriate for the purposes of my opinion expressed herein. In the foregoing examination, I have assumed the genuineness of all signatures, the authenticity of all documents submitted to me and the representation of Board Approval for these agreements.

Based upon and subject to the foregoing, it is my opinion that the Common Stock, when issued, delivered and paid for in accordance with the terms of the foregoing Agreements, will be legally issued, validly outstanding, fully paid, and non assessable.

I hereby consent to the filing of a copy of this opinion as an exhibit to the Registration Statement. I also consent to the use of my name and the making of statements with respect to myself in the Registration Statement constituting a part thereof.

Sincerely,

/s/ Lawrence S. Hartman

Lawrence S. Hartman, Esq.

CONSULTING SERVICES CONTRACT
WITH CRAFTY CREATIONS, INC.

This consulting services agreement ("Consulting Agreement") is made as of this 8th day of May, 2003, by and between the undersigned Crafty Creations, Inc. ("Consultant"), with an office located at 1711 E. Ogden Ave, Las Vegas, Nevada 89101, and Multi-Tech International, Corp., 760 Killian Road, Akron, Ohio 44319 (referred to herein as the "Company"), with Consultant and Company collectively sometimes herein referred to as the "Parties". The Parties hereto, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

WHEREAS, the Company (a Nevada corporation) is a fully reporting company whose securities are traded on the Over-the-Counter Bulletin Board under the ticker symbol "MLTI"; and

WHEREAS, Crafty Creations, Inc., is in the business of consulting with private and public companies regarding issues of business development, computer systems, computer Information Technology, accounting systems, and related technologies; strategies;

WHEREAS, the Company wishes to retain the Consultant on a non-exclusive basis; and

IT IS, THEREFORE agreed that:

1. Services. The Company shall retain the Consultant to provide, review and revise as necessary the Company's business plans, provide business consultation, review documents, and provide management advisory services on a as needed basis. Consultant shall agree to make himself available for the foregoing purposes and devote such business time and attention thereto as it shall determine is required.

The Company understands that any and all suggestions, opinions or advice given to the Company by Consultant are advisory only and the ultimate responsibility, liability and decision regarding any action(s) taken or decisions made lies solely with the Company and not with Consultant.

2. Term. The term of this Consulting Agreement shall be from the 8th day of May, 2003 hereof until March 31, 2004 (the "Term").

3. Compensation. As compensation for entering into this Consulting Agreement and for services rendered, the Consultant shall be issued Thirty Thousand (30,000) shares of Multi-Tech International, Corp., common stock, par value \$.001 per share. The stock is to be issued pursuant to the consent of the Company's Board of Directors, shall be issued in the name of Carol Slayton. The Company hereby agrees to register the shares of common stock on a Form S-8 registration statement and the Company shall obtain the requisite opinion letter from its corporate counsel as to the legality of such registration.

4. Arbitration. The parties hereby agree that any and all claims (except only for requests for injunctive or other equitable relief) whether existing now, in the past or in the future as to which the parties or any affiliates may be adverse parties, and whether arising out of this Consulting Agreement or from any other cause, will be resolved by arbitration before the American Arbitration Association within the State of Nevada. The parties hereby irrevocably consent to the jurisdiction of the American Arbitration Association and the situs of the arbitration (and of any action for injunctive or other equitable relief) within the State of Nevada. Any award in arbitration may be entered in any domestic or foreign court having jurisdiction over the enforcement of such awards. The law applicable to the arbitration and this Consulting Agreement shall be that of the State of Nevada, determined without regard to its provisions which would otherwise apply to a question of conflict of laws.

5. Miscellaneous.

5.1 Assignment. This Agreement is not transferable or assignable.

5.2 Execution and Delivery of Agreement. Each of the parties shall be entitled to rely on delivery by fax transmission of an executed copy of this agreement by the other party, and acceptance of such fax copies shall create a valid and binding agreement between the parties.

5.3 Titles. The titles of the sections and subsections of this agreement are for the convenience of reference only and are not to be considered in construing this agreement.

5.4 Severability. The invalidity or unenforceability of any particular provision of this agreement shall not affect or limit the validity or enforceability of the remaining provisions of this agreement.

5.5 Entire Agreement. This agreement constitutes the entire

agreement and understanding between the parties with respect to the subject matters herein and supersedes and replaces any prior agreements and understandings, whether oral or written, between them with respect to such matters.

5.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

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

Multi-Tech International, Corp.

By:

/s/ John J. Craciun, III

John J. Craciun III

AGREED AND ACCEPTED

By:

/s/ Carol J. Slayton

Carol J. Slayton

Crafty Creations, Inc.

Multi-Tech International, Corp.

BUSINESS CONSULTANT AGREEMENT

This agreement dated April 30, 2003, is made By and Between: Multi-Tech International, Corp., herein referred to as "Company" and Mr. Rod K. Whiton, herein referred to as "Consultant".

W I T N E S S E T H :

1. Consultation Services:

The company hereby employs the consultant to perform the following services in accordance with the terms and conditions set forth in this agreement: The consultant will consult with the officers, employees and consultants of the company concerning matters relating to the management and organization of the company, including but not limited to serve as consultant on short and long term trade and economic development initiatives; recommend, design and implement strategies for team development, market research, budgeting, marketing materials, primary market development, due diligence, territory/corporate licensing, product, and service marketing/sales programs, broker relations, and public relations programs, service provided by the consultant, which include recommendations for resolving disputes and to generally consult any matter arising out of the business affairs of the company, which are accepted and agreed to by the consultant. The Consultant will issue timely and clearly written reports for each service provided.

2. Terms of Agreement:

This agreement will begin May 13, 2003 and will end May 12, 2004. Either party may cancel this agreement on seven (7) days notice to the other party in writing, by registered letter.

3. Time Devoted by Consultant:

It is anticipated the consultant will spend sufficient time to fulfill its obligations under this agreement. The particular amount of time may vary from day to day or week to week.

4. Payment to Consultant:

For the services rendered by the consultant as set forth herein the consultant will be paid a fee of 2,000,000 (two million) free trading shares of the company's common stock, which shall be registered on a Form S-8. The consultant is prohibited from selling the free trading shares issued in this agreement, throughout the term of this agreement, unless otherwise notified in writing by the company.

5. Independent Contractor:

Both the company and the consultant agree that the consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

6. Confidential Information:

The consultant agrees that any information received by the consultant during any furtherance of the consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the consultant in full confidence and will not be revealed to any other persons, firms or organizations.

7. Employment of Others:

The company may from time to time request that the consultant arrange for the services of others. All costs to the consultant for those services will be paid by the company but in no event shall the consultant employ others without the prior authorization of the company.

8. Representation.

The consultant represents that he is familiar with securities laws (both federal and state) and is receiving the shares of common stock set forth herein for the services rendered pursuant to the terms of this agreement. The services to be performed by the consultant to not include any form of capital raising activities. The consultant is a sophisticated investor and

is aware of the risks involved in accepting shares of commons tock in lieu of cash compensation. The consultant is an accredited investor as defined under Regulation D.

9. Termination:

In the event the consultant terminates this agreement for any reason whatsoever or the company terminates this agreement by written notice to the consultant, for breach by consultant or consultant's failure to perform, the consultant shall return that portion of the shares within five business days, which have not been accounted for to the company.

9. Signatures:

Both the company and the consultant agree to the above contract:

Accepted by:

Accepted by:

By: /s/ John J. Craciun, III

By Rod Whiton

John J. Craciun, III, President
Multi-Tech International, Corp.
Date: May 13, 2003

Mr. Rod Whiton
Date: May 14, 2003

Multi-Tech International, Corp.

BUSINESS CONSULTANT AGREEMENT

This agreement dated May 8, 2003, is made By and Between: Multi-Tech International, Corp., herein referred to as "Company" and Mr. Dan Moldea, herein referred to as "Consultant".

W I T N E S S E T H :

1. Services:

1.1 MLTI (the "Company") hereby engages Consultant as an independent contractor, to prepare a memorandum for the board of directors of MLTI setting for the historical background of MLTI and AlphaCom from their respective inception to date (the "Report"). In addition, the Consultant will advise the officers, employees, and other consultants of the company concerning matters relating to management and organization of the company. This will include but is not limited to investigative consulting, general research, resolving disputes, and/or any other assignment accepted and agreed to by the Consultant. The Consultant will issue timely and clearly-written reports for each service provided.

1.2 The term of this Agreement will be one year. Consultant will forward the Report to the Company on or before November 30, 2003 and will forward period status updates as requested by the Company.

1.3 Although Consultant will routinely cover the cost of his own day-to-day activities, MLTI shall reimburse Consultant for expenses resulting from mutually agreed upon matters.

1.4 If MLTI becomes insolvent, enters bankruptcy voluntarily or involuntarily, has a receiver or creditors committee appointed, has an assignment for the benefit of creditors, its stock no longer has any value, or the President is removed from office, Consultant will have no further responsibility to the company.

1.5 If a person or company acquires a controlling stake in MLTI, or MLTI is merged with another company, Consultant shall have redemption rights. In other words, upon such acquisition or merger, Consultant or its estate, heirs, successors, assigns, Trustee, or guardian, shall have the right, but not the obligation, to require MLTI and/or its successor to purchase all Consultant's shares for cash. The price per share shall equal the greater of the price per share received by other shareholders in such acquisition or merger, the book value per share of MLTI at the time of acquisition or merger, or the price per share traded on any open market or exchange at the time of acquisition or merger. MLTI shall pay Consultant the full sum within fourteen (14) days from the date Consultant notifies MLTI that Consultant is exercising its redemption rights.

1.6 In the event of a dispute arising out of this agreement and the matters contemplated herein, we agree to submit our dispute to binding arbitration.

1.7 Consultant agrees to keep confidential all confidential information that it receives from MLTI, except as compelled by a judicial or administrative process; provided, however, before providing Consultant with confidential information, MLTI will designate it as confidential by applying an appropriate confidentiality legend or similar device.

1.8 Consultant's name may not be used in any public way by MLTI without my prior, express written permission.

1.9 MLTI shall defend, indemnify, and hold Consultant harmless against any and all claims and suits arising out of any and all acts and omissions committed by MLTI. Consultant shall defend, indemnify, and hold MLTI harmless against any and all claims and suits arising out of Consultant's own acts and omissions, in which MLTI had no involvement or responsibility, except those acts of Consultant which constitute gross negligence.

2. Terms of Agreement:

This agreement will begin May 8, 2003 and will end May 7, 2004. In the event Consultant cancels this agreement prior to forwarding the completed Report to the Company the Consultant shall return a portion of the shares.

3. Time Devoted by Consultant:

The Consultant will spend sufficient time to fulfill its obligations under this agreement. The particular amount of time may vary from day to day or week to week.

4. Payment to Consultant:

MLTI will issue to Consultant 200,000 common shares of MLTI stock by May 15, 2003. Such shares are or will shortly be properly registered with the Securities and Exchange Commission and all other necessary Federal and state regulatory bodies. Such MLTI common shares shall be free and clear of all liens, claims, charges and encumbrances. Consultant shall have the complete and unrestricted right and authority to transfer and assign such common stock shares. All such MLTI common stock shall be duly authorized and issued, fully paid and non-assessable, and shall not have been issued in violation of, or subject to, any preemptive or similar rights. Furthermore, such MLTI shares shall not be restricted in any way, including, but not limited to, by Section 144 of the Securities and Exchange Act. MLTI shall ensure it properly records issuance of such shares to Consultant on its transfer ledger and corporate books, and shall promptly issue to Consultant a stock certificate(s) reflecting his stock ownership.

Upon completion of Consultant's work, MLTI and Consultant shall negotiate an additional bonus of shares of MLTI common stock, subject to the same terms and conditions as stated above. This is not meant to state that a bonus is guaranteed.

5. Independent Contractor:

Both the company and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

6. Confidential Information:

The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the company will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations.

7. Employment of Others:

The company may from time to time request that the Consultant arrange for the services of others. All costs to the Consultant for those services will be paid by the company but in no event shall the Consultant employ others without the prior authorization of the company.

8. Representation. Consultant is an accredited investor as defined under Regulation D and is sophisticated in investments, and is aware of the risk entailed in accepting stock in lieu of cash for his services provided hereunder.

9. Signatures:

Both the company and the Consultant agree to the above contract:

Accepted by:

Accepted by:

By: /s/ John J. Craciun, III

By Dan Moldea

John J. Craciun, III, President

Mr. Dan Moldea

Multi-Tech International, Corp.

Date: May 9, 2003

Date: May 9, 2003