

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)

(330) 785-5555  
Registrant's telephone number, including area code

Consulting Agreement  
(Full title of the Plans)

Copy to:  
John J. Craciun, III  
1035 Rosemary Blvd. #1  
Akron, Ohio 44306

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	2,000,000	\$.06	\$120,000.00	\$9.72
TOTAL	2,000,000			\$9.72

(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, Mr. Craig Cardillo, (authorized signatory, Red Room LLC) 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 June 13 2003. The Board has equated this number of shares to the value of the consulting 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:

Craig Cardillo, 2,000,000.

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, 1035 Rosemary Blvd. #1, Akron, Ohio 44306.

#### GENERAL INFORMATION

This Plan covers 2,000,000 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 June 13, 2003

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

#### ATTACHMENTS

Attorney's Opinion Letter  
Consulting Contract Red Room LLC

### 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, suitor 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 to 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

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John J. Craciun, III, President

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

June 17, 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 500,000 shares of Multi-Tech Systems, Inc. (the "Company") common stock, par value \$.001 (the "Common Stock") to be issued to Craig Cardillo of Red Room, LLC under a Business Consultant Agreement between the Company and Red Room, LLC, which agreement you have informed me has been approved by the Board of Directors of the Company June 10, 2003, I have examined the Articles of Incorporation and Bylaws of the Company, as amended, the foregoing agreement 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

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Lawrence S. Hartman, Esq.

Multi-Tech International, Corp.

BUSINESS CONSULTANT AGREEMENT

This agreement dated June 10, 2003, is made By and Between: Multi-Tech International, Corp., herein referred to as "Company" and Red Room LLC a New Jersey LLC with offices located at 83 Virginia Avenue, Manesquan New Jersey 08736, 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, 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 June 12, 2003 and will end June 11, 2004. Either party may cancel this agreement on seven (7) days notice to the other party in writing. Shares issued to consultant up to termination shall be considered payment in full for the contract. All remaining aggregate unissued shares will be retained by the Company.

3. Time Devoted by Consultant:

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 an aggregate of 2,000,000 shares of the Company's common stock as follows: 500,000 within seven days of the execution of this Agreement and 125,000 shares on each one month anniversary of this agreement during the 12 months that this Agreement is in effect. All of such shares shall be registered on a Form S-8.

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. 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 do 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 common stock in lieu of cash compensation. The Consultant is an accredited investor as defined

under Regulation D.

8. Signatures:

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

Accepted by:

/s/ Jack Craciun III  
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Mr. Jack Craciun III  
Chairman / President  
Multi-Tech International, Corp.

Dated: 6/13/03

Accepted by:

/s/Mr. Craig Cardillo  
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Mr. Craig Cardillo  
Authorized Signatory  
Red Room LLC

Dated: 6/12/03