**CO-BRANDING Agreement**

This Co-Branding Agreement (the "Agreement") is entered into as of March

\_\_\_, 1999 (the "Effective Date") by and between theglobe.com, Inc., with its

principal place of business at 31 West 21st Street, New York, NY 10010

("theglobe"), and The Boxlot Company, with its principal place of business at

12626 High Bluff Drive, Suite 370, San Diego, CA 92130 ("Boxlot").

1. DEFINITIONS.

 (a) "Boxlot Banners" means any banner, button, text or similar ads Boxlot

provides to theglobe in connection with this Agreement.

 (b) "Boxlot Content" means any content or information (including without

limitation any text, music, sound, photographs, video, graphics, data or

software), in any medium, provided by Boxlot to theglobe (other than Boxlot

Banners), as part of the Service or on the Co-Branded Pages, including any

content specified in Exhibit A.

 (c) "Boxlot Marks" means all Boxlot domain names, trademarks, logos, and

other graphics reasonably necessary or desirable for theglobe to perform under

this Agreement.

 (d) "Boxlot Site" means the Boxlot-branded (i.e., non-co-branded) version

of the Service and associated pages.

 (e) "Co-Branded Pages" means all pages of the Service (including, without

limitation, any Java screens associated with the Service or emails or other

direct communications sent to Users by operation of the Service).

 (f) "Domain Name" means the domain name described in Exhibit A.

 (g) "Launch Date" means the first date on which the Service is made

publicly available.

 (h) "Marks" means the Boxlot Marks or theglobe Marks, as applicable.

 (i) "Net Revenues" means all monetary consideration theglobe actually

receives for CPM- or CPC-based advertisements and promotions (other than those

for its commerce partners) delivered in connection with the Co-Branded Pages,

less a sales and administration fee of 15%.

 (j) "Page Templates" means theglobe's standard page layout templates, as

revised by theglobe from time to time.

 (k) "Service" means the services described in Exhibit A, as changed over

time in accordance with this Agreement, which are co-branded using the Page

Templates. The Service

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also includes any Boxlot-operated back-end administration tools or pages used by

theglobe or Boxlot to exchange data in accordance with this Agreement.

 (l) "Shadow Site" means the password-protected site where the Co-Branded

Pages are made available for theglobe's review and approval prior to being made

publicly available.

 (m) "theglobe Marks" means all theglobe domain names, trademarks, logos,

and other graphics reasonably necessary or desirable for Boxlot to perform under

this Agreement.

 (n) "theglobe Site" means all pages under the theglobe.com domain.

 (o) "User" means any person who accesses any Co-Branded Page.

2. DEVELOPMENT AND IMPLEMENTATION.

 2.1 Pre-Launch Deliverables. On or around March 31, 1999, theglobe shall

deliver to Boxlot the Page Templates and the other materials specified in

Exhibit A.

 2.2 Initial Development. Boxlot shall develop the Co-Branded Pages using

the Page Templates and take all other steps required to co-brand the Service in

accordance with Exhibit A. In addition, if theglobe is passing any user data to

Boxlot, theglobe's standard Automatic Partner Registration procedure shall

apply, and Boxlot shall perform the development necessary to use such procedure.

The current Automatic Partner Registration procedure is described in Exhibit D.

Boxlot shall make the Service implementation available to theglobe on the Shadow

Site prior to making it publicly available. Boxlot shall not make the initial

Service implementation publicly available without theglobe's prior written

approval. Unless otherwise specified, each party shall be responsible for all

development, hosting and other costs associated with the pages living on their

servers and all emails they send.

 2.3 Changes. theglobe shall have sole control over the Service's look and

feel, and Boxlot shall not make any change in the Service's look and feel

without theglobe's prior consent. Further, Boxlot shall notify theglobe if

Boxlot changes or adds any functionality of the services described in Exhibit A

(as modified by Boxlot over time) as implemented on the Boxlot Site. Unless

requested by theglobe, Boxlot shall implement such changes or additions to the

Service and make such implementation available on the Shadow Site for theglobe's

approval within 30 days of their introduction on the Boxlot Site. However,

under no circumstances shall Boxlot offer Users any community features (such as

email, chat, message boards, or the ability to create home pages) from the Co-

Branded Pages without theglobe's consent, and if Boxlot desires to do so, the

parties will work together to discuss appropriate implementations. Boxlot shall

make available via the Shadow Site all changes to the Service or the Co-Branded

Pages completed in this Section 2, and Boxlot shall not implement such changes

on the publicly available Service or Co-Branded Pages until it has received

theglobe's approval.

 2.4 Service Operation. Boxlot shall host and operate the Service under

the Domain Name in accordance with the terms of Exhibit B.

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 2.5 Rebranding. If requested by theglobe, Boxlot shall implement on the

Co-Branded Pages new versions of the Page Templates if theglobe changes the Page

Templates across theglobe Site generally. Further, if requested by theglobe,

Boxlot shall create additional branded versions of the Service and Co-Branded

Pages branded with the branding of theglobe's distribution partners, which

branded versions shall be implemented within 30 days and subject to approval in

accordance with this Section 2.

 2.6 Boxlot Content. Boxlot shall provide Boxlot Content to Users via the

Co-Branded Pages, except that Boxlot shall deliver to theglobe those elements of

Boxlot Content residing on theglobe's servers in accordance with the terms of

Exhibit A. Unless otherwise directed by theglobe, the Co-Branded Pages shall

include all of the content displayed on the Boxlot Site, and the Boxlot Content

shall be updated to keep the Co-Branded Pages in parity with the Boxlot Site.

Any nonconformance with the terms of the frequency/quantity columns of Exhibit A

shall permit theglobe to terminate immediately if the breach is not cured within

12 hours.

 2.7 Navigation. Boxlot shall not, in conjunction with the Service, use any

interstitials, pop-up windows, other intermediate steps or any other technology

or content which acts as a barrier to the transition of a User from theglobe

Site to the Co-Branded Pages, nor shall Boxlot otherwise frame the Co-Branded

Pages or use any other technology which interferes with or affects the page

layout of such pages. All Co-Branded Pages shall link back to theglobe Site as

specified by theglobe.

 2.8 User Relations. Boxlot shall be responsible for providing all

customer support regarding the Service or the Co-Branded Pages, and theglobe may

redirect to Boxlot any associated customer support inquiries. Boxlot shall have

sole control over the user agreement that governs the Service, and Boxlot shall

have the sole responsibility for dealing with breaches of such user agreement.

However, if theglobe has an issue with the user agreement or Boxlot's

enforcement of it, the parties shall discuss such issues in good faith.

Furthermore, Boxlot's privacy policy shall make any disclosures, or obtain any

User consent, reasonably requested by theglobe that the parties believe are

necessary to make the disclosures about Users back to theglobe required by this

Agreement. All Users shall be treated at least as favorable in all respects

(including without limitation with respect to pricing, quality of service, and

customer support responsiveness) as Boxlot treats users of the Boxlot Site.

 2.9 Database Synchronization. If requested by theglobe and if Boxlot

captures relevant information, Boxlot shall use reasonable efforts to cooperate

with theglobe to implement ways for theglobe to capture User information to the

extent that such information would change the relevant information in theglobe's

databases.

 2.10 Promotions. Following the Launch Date, the parties shall conduct the

promotions specified in Exhibit A.

3. ADVERTISING.

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 3.1 Ad Sales. theglobe shall have sole control over all advertising and

promotion inventory on the Co-Branded Pages. Boxlot shall not introduce any

advertising spots or third party branding in conjunction with the Co-Branded

Pages or the Service without theglobe's approval. If, after theglobe (or its

designee) uses commercially reasonable efforts to sell such inventory, there

remains unsold inventory, then theglobe may, in its sole discretion, place house

or barter ads in such inventory.

 3.2 Ad Serving. theglobe or its designee shall be solely responsible for

serving all advertisements and promotions in connection with the Co-Branded

Pages. theglobe shall provide Boxlot with ad serving code, which Boxlot shall

implement at its own expense on all Co-Branded Pages. theglobe hereby grants to

Boxlot a nonexclusive license to use such code solely to permit theglobe or its

designee to serve ads in connection with the Co-Branded Pages. Boxlot shall

notify theglobe at least 15 days prior to making any changes that would affect

serving ads on the Co-Branded Pages.

 3.3 Boxlot Banners. Boxlot shall deliver to theglobe any Boxlot Banners

which are to be run in accordance with this Agreement. Such banners shall

comply with theglobe's then-current technical standards. The terms of any

insertion order or similar document regarding the Boxlot Banners are expressly

rejected, except to the extent that they specify the location, timing or

duration of the display of the Boxlot Banners and such terms are accepted by

theglobe. Unless mutually agreed otherwise, Boxlot Banners shall link to the

Co-Branded Pages. theglobe may request that Boxlot Banners be co-branded with

theglobe Marks, in which case the parties shall work together to develop a

mutually acceptable implementation. theglobe may approve or reject any Boxlot

Banner in its sole discretion. theglobe shall use commercially reasonable

efforts not to run banners on the Co-Branded Pages for the companies enumerated

on Exhibit C. Boxlot may update Exhibit C from time to time during the term;

however: (a) Boxlot may not add any site or company to Exhibit C which is not

reasonably considered to be in the online auctions business, and (b) if Boxlot

adds any new sites or companies to Exhibit C, theglobe shall be entitled to

complete any contractual obligations pursuant to contracts in place with such

sites or companies at the time of addition.

4. LICENSES AND STANDARDS.

 4.1 Content. Boxlot hereby grants to theglobe a non-exclusive, worldwide

license to use, reproduce, create derivative works of (only as necessary to

build pages in a manner consistent with this Agreement), publicly display,

publicly perform and digitally perform Boxlot Banners, and those elements of the

Boxlot Content served from theglobe's servers (as denoted in Exhibit A), on

theglobe Site or otherwise as reasonably appropriate to advertise and promote

the Service and the Co-Branded Pages. Subject to the approval process in

Section 2, theglobe hereby grants to Boxlot a non-exclusive, worldwide license

to use, reproduce, create derivative works of (only as necessary to build Co-

Branded Pages), publicly display, publicly perform and digitally perform the

Page Templates on Co-Branded Pages.

 4.2 Trademarks. Boxlot hereby grants to theglobe a non-exclusive license

to use the Boxlot Marks (including the Domain Name if applicable) to advertise

and promote the Service.

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theglobe hereby grants to Boxlot a non-exclusive license to use theglobe Marks

(including the Domain Name if applicable) on the Co-Branded Pages.

 4.3 Trademark Restrictions. The Mark owner may terminate the foregoing

trademark license if, in its reasonable discretion, the licensee's use of the

Marks tarnishes, blurs or dilutes the quality associated with the Marks or the

associated goodwill and such problem is not cured within 10 days of notice of

breach; alternatively, instead of terminating the license in total, the owner

may specify that certain licensee uses may not contain the Marks. Title to and

ownership of the owner's Marks shall remain with the owner. The licensee shall

use the Marks exactly in the form provided and in conformance with any trademark

usage policies. The licensee shall not take any action inconsistent with the

owner's ownership of the Marks, and any benefits accruing from use of such Marks

shall automatically vest in the owner. The licensee shall not form any

combination marks with the other party's Marks other than the Domain Name (if

applicable). If the Domain Name is deemed a combination mark, neither party

shall use the Domain Name for any purpose except as expressly provided herein or

attempt to register the Domain Name, and the parties will jointly cooperate on

any enforcement action of infringement of the Domain Name.

 4.4 Ownership. As between theglobe and Boxlot: (a) theglobe and its

suppliers retain all rights, title and interest in and to all intellectual

property rights embodied in or associated with the Page Templates, and (b)

Boxlot and its suppliers retain all rights, title and interest in and to all

intellectual property rights embodied in or associated with the Boxlot Content,

Boxlot Banners and Boxlot Marks. There are no implied licenses under this

Agreement, and any rights not expressly granted to a licensee hereunder are

reserved by the licensor or its suppliers. Neither party shall exceed the scope

of the licenses granted hereunder.

 4.5 Standards. Boxlot shall not provide Boxlot Banners or Boxlot Content,

and theglobe shall not provide to Boxlot any Page Templates, that: (a) infringe

any third party's intellectual property right or right of publicity or privacy;

(b) violate any law or regulation; (c) are defamatory, obscene, harmful to

minors or child pornographic; (d) contain any viruses, trojan horses, worms,

time bombs, cancelbots or other computer programming routines that are intended

to damage, detrimentally interfere with, surreptitiously intercept or

expropriate any system, data or personal information; or (e) are materially

false, inaccurate or misleading.

5. USER DATA.

 5.1 Rights/Restrictions. Except as specified in this section, each party

may freely use and disclose any information (both individual and aggregated)

about Users ("User Data"). Neither party shall disclose any User Data in any

manner that permits the User Data to be associated with the other party or

permits the targeting of Users on the basis of their status as Users (in

theglobe's case) or theglobe users (in Boxlot's case), nor shall a party use the

User Data to target Users on the basis of their status as Users (in theglobe's

case) or theglobe users (in Boxlot's case). However, either party may disclose

User Data if it is aggregated (in a non-associatable way) with data from

multiple online properties. Each party shall use and disclose User Data only in

accordance with the privacy policy under which it was collected.

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 5.2 Delivery to theglobe. Boxlot shall deliver to theglobe all

information about Users who register with Boxlot on the Co-Branded Pages that

Boxlot collects from its registration process. Such information shall be

delivered weekly in an electronic format specified by theglobe using a process

reasonably specified by theglobe.

6. PAYMENT TERMS.

 6.1 Payments. The parties shall make the payments described in Exhibit A.

Overdue payments shall accrue interest, at the lesser of 1 1/2% per month or the

maximum allowable interest under applicable law, from due date until paid, and

the owing party shall pay the owed party's costs of collection (including

reasonable attorneys' fees).

 6.2 Taxes. All fees and payments stated herein exclude, and the party

making payment shall pay, any sales, use or other tax related to the parties'

performance of their obligations or exercise of their rights under this

Agreement, exclusive of taxes based on the receiving party's net income.

 6.3 Audit Rights. A party obligated to make payments hereunder shall keep

for 3 years proper records and books of account relating to the computation of

such payments. Once every 12 months, the party receiving payment or its

designee may inspect such records to verify reports. Any such inspection will

be conducted in a manner that does not unreasonably interfere with the inspected

party's business activities. The inspected party shall immediately make any

overdue payments disclosed by the audit plus applicable interest. Such

inspection shall be at the inspecting party's expense; however, if the audit

reveals overdue payments in excess of 5% of the payments owed to date, the

inspected party shall immediately pay the cost of such audit, and the inspecting

party may conduct another audit during the same 12 month period.

7. REPORTS.

 7.1 By theglobe. Within 30 days following the end of each month, theglobe

shall provide Boxlot with its standard reports regarding theglobe's promotions

hereunder and reports on the computation of Net Revenues.

 7.2 By Boxlot. In addition to any other reports specified herein, Boxlot

shall provide to theglobe the following reports: (a) daily usage reports

regarding the Co-Branded Pages describing the number of page impressions, number

of Users and such other information as Boxlot generally provides to its other

similar partners, (b) weekly demographic reports regarding the Service

containing summary information regarding user demographic profiles, and (c) if

applicable, within 30 days following the end of each month, reports regarding

the computation of the fees it owes under Section 6.

 In addition to the foregoing, as soon as commercially reasonable (but in no

event later than 6 months following the Launch Date), Boxlot (with assistance as

necessary from theglobe) shall deliver reports to theglobe about individual

registered Users on the Co-Branded Pages when the User bids on an item,

purchases an item, lists an item for sale and successfully sells an item. The

report shall be broken down into at least the following categories: the User's

unique UserID

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number assigned by theglobe, the action being logged (bid, purchase, list,

sale), the date and time of the event, and the topic/category in which the event

occurred. Such reports shall be provided to theglobe on at least a monthly basis

in an electronic format that is easily decoded in an automated manner for import

into theglobe's statistics database, and the file shall be a <TAB> delimited

text file with each line corresponding to an event and including the information

outlined above.

8. TERM AND TERMINATION.

 8.1 Term. This Agreement will become effective on the Effective Date and

will continue in effect for 2 years following the Launch Date.

 8.2 Termination for Failure to Perform. By providing written notice, a

party may immediately terminate this Agreement: (a) if the other party

materially breaches this Agreement and fails to cure that breach within 15 days

after receiving written notice of the breach, or (b) as provided in Sections 2.6

or 12.7 or Exhibit B. In addition, by providing written notice, theglobe may

immediately terminate this Agreement, or at its option immediately suspend its

promotion and other efforts hereunder, in the case of Boxlot's breach of Section

12.1.

 8.3 Termination for Change of Control. By providing written notice,

theglobe may terminate this Agreement in its sole discretion if one of the

following companies (or their subsidiaries) does an "Ownership Change Event":

Lycos, Yahoo (including GeoCities, which shall be included even if their

proposed merger does not occur), Xoom, Fortune City, Excite, Go Network

(including Disney and Infoseek), Snap! (including NBC) and AOL. An "Ownership

Change Event" means: (x) the acquisition of 50% or more of Boxlot's equity or

voting interests; (y) a merger or consolidation of Boxlot; or (z) the sale,

exchange or transfer of all or substantially all of Boxlot's assets related to

the Service.

 8.4 Termination for Changes. By providing written notice, theglobe may

terminate this Agreement in its sole discretion if: (a) Boxlot's business model

changes such that the Service is no longer Boxlot's primary line of business, or

(b) at the one year anniversary of the Launch Date, the Service is significantly

inferior to the comparable services being offered by the market leaders in the

person to person auction space.

 8.5 Termination for Failure to Grow. By providing written notice, Boxlot

may immediately terminate this Agreement if theglobe's registered user base has

not increased by \*\*\* users by the 1 year anniversary of the Effective Date.

 8.6 Effects of Termination. Upon expiration or termination, all licenses

granted hereunder shall terminate unless such licenses are expressly stated as

surviving. Boxlot shall promptly remove all theglobe Marks and Page Templates

from its servers, and theglobe shall promptly remove all Boxlot Marks, Boxlot

Banners and Boxlot Content from its servers. Sections 1, 4.4, 5.1, 6.2, 6.3,

8.6, 9, 10, 11 and 12.2 to 12.9, and any obligation to pay any owed but unpaid

amounts, shall survive any expiration or termination.

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 In addition, Boxlot acknowledges that the placement fees set forth in

Exhibit A were intended to be \*\*\* in year 1 and \*\*\* in year 2, even though

theglobe has agreed to extend credit terms to Boxlot by allowing Boxlot to pay

over time. Thus, in the event that this Agreement terminates under Section 8.2

due to Boxlot's failure to perform (excluding the cross-reference to Section

12.7) prior to the end of the applicable year, Boxlot shall immediately pay to

theglobe the amount necessary to pay the total year's placement fee for that

year. Boxlot waives any right to assert that the foregoing fee is a liquidated

damage or a penalty.

9. NO WARRANTIES. EACH PARTY PROVIDES ALL MATERIALS AND SERVICES TO THE OTHER

PARTY "AS IS." EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS,

IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF

TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

Each party acknowledges that it has not entered into this Agreement in reliance

upon any warranty or representation except those specifically set forth herein.

Unless an approval process is specified herein, all deliverables provided by one

party to the other shall be deemed accepted (for purposes of the UCC) when

delivered.

10. INDEMNITY. Each party (the "Indemnifying Party") shall indemnify the other

party (the "Indemnified Party") against any and all claims, losses, costs and

expenses, including reasonable attorneys' fees, which the Indemnified Party may

incur as a result of claims in any form by third parties arising from: (x) the

Indemnifying Party's acts, omissions or misrepresentations to the extent that

the Indemnifying Party is deemed an agent of the Indemnified Party, or (y) the

Indemnifying Party's breach of its privacy policy. In addition, theglobe shall

indemnify Boxlot against any and all claims, losses, costs and expenses,

including reasonable attorneys' fees, which Boxlot may incur as a result of

claims in any form by third parties arising from the Page Templates or theglobe

Marks. In addition, Boxlot shall indemnify theglobe against any and all claims,

losses, costs and expenses, including reasonable attorneys' fees, which theglobe

may incur as a result of claims in any form by third parties arising from Boxlot

Banners, Boxlot Content, Boxlot Marks, the Service (excluding the Page Templates

or theglobe Marks) or Boxlot's breach of Section 12.1. The foregoing

obligations are conditioned on the Indemnified Party: (i) giving the

Indemnifying Party notice of the relevant claim, (ii) cooperating with the

Indemnifying Party, at the Indemnifying Party's expense, in the defense of such

claim, and (iii) giving the Indemnifying Party the right to control the defense

and settlement of any such claim, except that the Indemnifying Party shall not

enter into any settlement that affects the Indemnified Party's rights or

interest without the Indemnified Party's prior written approval. The

Indemnified Party shall have the right to participate in the defense at its

expense.

11. LIABILITY LIMITS. NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS OR

SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING

NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE

PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE EVENT OF A CLAIM UNDER SECTION 10 OR FAILURE TO PAY UNDER SECTION

6, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE

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OTHER PARTY IN AN AMOUNT GREATER THAN THE AMOUNT BOXLOT ACTUALLY PAYS TO

THEGLOBE HEREUNDER.

12. GENERAL.

 12.1 Compliance with Laws. At its own expense, Boxlot shall comply with

all applicable laws and regulations regarding providing and operating the

Service. Without limiting the foregoing, Boxlot shall (a) obtain all

governmental approval, permits and licenses, and make all governmental filings

and registrations, necessary for the marketing and performance of the Service in

every United States jurisdiction, (b) ensure that theglobe is not required to

obtain any governmental approval, permits or licenses as a result of this

Agreement, theglobe's performance hereunder or any payments made to theglobe

hereunder, and (c) promptly resolve any assertions that the Service is illegal

or violating a protected third party interest.

 12.2 Governing Law. This Agreement will be governed and construed in

accordance with the laws of the State of New York without giving effect to

conflict of laws principles. Both parties submit to personal jurisdiction in New

York and further agree that any cause of action arising under this Agreement

shall be brought in a court in New York City, NY.

 12.3 Publicity. Prior to the release of any press releases or other

similar promotional materials related to this Agreement, the releasing party

shall submit a written request for approval to the other party with a copy of

the materials to be released, which request shall be made no less than 3

business days prior to the requested release date. A party shall not

unreasonably withhold or delay the granting of its approval of such materials.

The parties shall issue the first press release jointly.

 12.4 Independent Contractors. The parties are independent contractors, and

no agency, partnership, franchise, joint venture or employment relationship is

intended or created by this Agreement. Neither party shall make any warranties

or representations on behalf of the other party.

 12.5 Assignment. Neither party may assign its rights or delegate its

duties hereunder (except to an affiliated company, or to a successor in interest

in the event of a merger, sale of assets of the business to which this Agreement

is related, or consolidation) without the other party's prior written consent,

and any purported attempt to do so is null and void.

 12.6 Severability; Headings. If any provision herein is held to be

invalid or unenforceable for any reason, the remaining provisions will continue

in full force without being impaired or invalidated in any way. The parties

agree to replace any invalid provision with a valid provision that most closely

approximates the intent and economic effect of the invalid provision. Headings

are for reference purposes only and in no way define, limit, construe or

describe the scope or extent of such section.

 12.7 Force Majeure. Except as otherwise provided, if performance

hereunder (other than payment) is interfered with by any condition beyond a

party's reasonable control, the affected party, upon giving prompt notice to the

other party, shall be excused from such performance to

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the extent of such condition. However, if a force majeure detrimentally affects

a party's performance of a material covenant hereunder for 14 days or more, the

other party can terminate this Agreement. Each party acknowledges that website

operations may be affected by numerous factors outside of a party's control. In

the case of Boxlot's performance, a Boxlot force majeure includes theglobe's

failure to perform its obligations described in this Agreement or an outage that

affects the entire Internet in the United States; however, in no event shall a

failure of any Boxlot supplier or vendor be deemed a Boxlot force majeure.

 12.8 Notice. Any notice under this Agreement will be in writing and

delivered by personal delivery, overnight courier, confirmed facsimile,

confirmed email, or certified or registered mail, return receipt requested, and

will be deemed given upon personal delivery, 1 day after deposit with an

overnight courier, 5 days after deposit in the mail, or upon confirmation of

receipt of facsimile or email. Notices will be sent to a party at its address

set forth above or such other address as that party may specify in writing

pursuant to this Section.

 12.9 Entire Agreement; Waiver. This Agreement sets forth the entire

understanding and agreement of the parties, and supersedes any and all oral or

written agreements or understandings between the parties, as to the subject

matter of the Agreement. This Agreement may be changed only by a writing signed

by both parties. The waiver of a breach of any provision of this Agreement will

not operate or be interpreted as a waiver of any other or subsequent breach.

 12.10 Equity Stake. Boxlot shall grant to theglobe, pursuant to industry-

standard terms negotiated between the parties in good faith, immediately vested

options to purchase shares of common stock equal to up to 4% of Boxlot's fully

diluted capital stock (in accordance with the chart below). Theglobe shall be

restricted from exercising such options until the first anniversary of the

Effective Date, and such options shall have a five-year term. Each such option

shall have an exercise price equal to the lesser of (1) the price at which

Boxlot's common stock is sold to the public in an initial public offering or (2)

$6 per share; each of the foregoing as may be adjusted for any stock splits,

combinations or re-organizations affecting Boxlot's capital stock. Boxlot shall

grant to theglobe registration rights for such options and any shares of common

stock issued or issuable upon the exercise of such options (including without

limitation, two demand registration rights and unlimited piggyback registration

rights) on Form S-1, Form S-3 or such other form as may be applicable pursuant

to the Securities Act of 1933 as amended.

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 Number of aggregate unique users, as measured by Aggregate percent of Boxlot's equity subject to the

 unique IP addresses, in a month who visit a page options upon achieving such level once

 under the Domain Name

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500,000 1%

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1,000,000 2%

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1,500,000 3%

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1,750,000 3.5%

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2,000,000 4%

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THEGLOBE.COM, INC.: THE BOXLOT COMPANY:

By: /s/ Dean Daniels By: /s/ Frederick Cary

Name: Dean Daniels Name: Frederick Cary

Title: COO Title: CEO

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 EXHIBIT A

 BUSINESS TERMS

Description of the Service: person-to-person auctions

Description of Boxlot Content:

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Domain Name for the Co-Branded Pages: auctions.theglobe.com

theglobe's Promotions. In positions determined by theglobe in its sole

discretion, theglobe shall:

 . list "Classifieds/Auctions" in the tools category of the left hand nav bar

 . list auctions in relevant theme areas

 . list auctions in myglobe [Note: this will be done when commercially

 reasonable to do so some time after the Launch Date]

 . list auctions in shop.theglobe.com

theglobe may provide substitute placement if theglobe changes or reorganizes its

site or navigation/directory structure. theglobe shall provide a minimum of \*\*\*

impressions per month of promotion for auctions on the Co-Branded Pages

(including without limitation any of the foregoing). theglobe's sole and

exclusive obligation for failing to deliver the minimum number of impressions

shall be to continue performing the promotion until it delivers the total number

of required impressions.

Boxlot's Promotions. theglobe may place up to 100 listings a month on the

Boxlot Site (and all co-branded versions thereof) promoting products being sold

by theglobe or its affiliates without having to pay any listing fee, closing

value fee, transaction fee or other fee.

theglobe Pre-Launch Deliverables: In addition to developing the Page Templates,

theglobe shall provide to Boxlot a media and promotional plan and a plan for

doing the production/design services related to the Service's integration into

theglobe Site.

PAYMENTS

 . \*\*\*

 . Placement Fee. The following schedule of payments apply:

------------------------------------------------------------------------------------------------------------------

 Time of Payment Amount of Payment

------------------------------------------------------------------------------------------------------------------

Execution \*\*\*

------------------------------------------------------------------------------------------------------------------

Launch Date \*\*\*

------------------------------------------------------------------------------------------------------------------

1st monthly anniversary of Launch Date \*\*\*

------------------------------------------------------------------------------------------------------------------

2nd monthly anniversary of Launch Date \*\*\*

------------------------------------------------------------------------------------------------------------------

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3rd monthly anniversary of Launch Date \*\*\*

------------------------------------------------------------------------------------------------------------------

4th monthly anniversary of Launch Date \*\*\*

------------------------------------------------------------------------------------------------------------------

5th monthly anniversary of Launch Date \*\*\*

------------------------------------------------------------------------------------------------------------------

6th monthly anniversary of Launch Date \*\*\*

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7th monthly anniversary of Launch Date \*\*\*

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8th monthly anniversary of Launch Date \*\*\*

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9th monthly anniversary of Launch Date \*\*\*

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10th monthly anniversary of Launch Date \*\*\*

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11th monthly anniversary of Launch Date \*\*\*

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Each monthly anniversary thereafter (excluding the \*\*\*

final monthly anniversary (e.g., the last day of the

contract))

------------------------------------------------------------------------------------------------------------------

 . Ad Split. theglobe shall pay Boxlot \*\*\* of Net Revenues.

 . Transactional Revenue. Boxlot shall retain \*\*\* of the transaction revenues

 it generates from operation of the Service.

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 EXHIBIT B

 PERFORMANCE STANDARDS

A. Service Availability. The Service generally shall be publicly available to

Users a minimum of 95% of the time during any 7 day period and 98% of the time

during any 30 day period, excluding "Maintenance." Maintenance is defined as

scheduled Service outages for Service maintenance or upgrades of which theglobe

is notified at least 48 hours in advance, so long as such outages are scheduled

for low-usage time periods and do not exceed a total of 20 hours in any 30 day

period.

B. Response Time. The mean response time for server response to access the

Service shall not exceed more than 6 seconds during any 1 hour period.

C. Bandwidth. Throughout the term, Boxlot shall have an agreement in place

with its Internet connectivity provider which requires such provider to

automatically increase bandwidth capacity if such capacity exceeds 25%

utilization.

D. Security. Boxlot shall prevent unauthorized access to restricted areas of

its servers and any databases or other sensitive material generated from or used

in conjunction with the Service. In addition, Boxlot shall immediately notify

theglobe of any known security breaches or holes in the Service or Co-Branded

Pages.

E. Error Correction. Boxlot shall resolve any errors with the Service

(including without limitation any Javascripts or ActiveX controls used in

connection with such pages) that cause such services not to be able to perform

one or more major functions within 24 hours of the earlier of its discovery of

the error or theglobe's notice of the error. Boxlot shall resolve all other

errors with such services within 7 days of the earlier of its discovery of the

error or theglobe's notice of the error.

F. Browser Compatibility. The Service shall initially be compatible with

Netscape Navigator 3.X and 4.X and Microsoft Internet Explorer 3.X and 4.X.

theglobe may unilaterally add additional browsers or versions that the Service

must be compatible with, effective after 30 days advance written notice, if

theglobe certifies that such additional browsers or versions are used by more

than 5% of its Users. Users shall not require any plug-ins in order to access

any Service functionality.

G. Data Authentication. Boxlot shall use commercially reasonable efforts, no

less than industry-standard, to authenticate the origin of all information

provided by theglobe as having come from theglobe.

H. Customer Support. Boxlot shall auto-respond to all customer and technical

support inquiries within 10 minutes of the receipt of inquiry. Boxlot shall

manually respond to all such inquiries within 24 hours. Boxlot shall resolve

all such inquiries within 72 hours or shall notify theglobe that it cannot do

so, in which case theglobe at its sole discretion may intervene to assist in

resolving the inquiry.

I. Remedies. In addition to other applicable remedies, theglobe may

immediately terminate this Agreement without a further cure period if: (a) any

breach of this Exhibit lasts 2 consecutive specified time periods, or if no time

period for measurement is specified, 10 days, or (b) the same provision is

breached on two separate occasions (even if the first was cured).

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 EXHIBIT C

 BOXLOT COMPETITIVE SET

aciauction

Auction 123

Auction Net Online

Auction Network

Auction Online

Auction Sales Online

Auction Universe

Auction USA

Auction Warehouse

Auction World

AuctionAddict

AuctionFloor

AuctionGate

AuctionInc.

AuctionLine

AuctionPC

AuctionPort-Interactive Online Auctions

Auctionsamerica

Auctionware Technologies

AuctionWorks

AuctionX

Autographs...and more!

B2BAuction

BargainsUSA

Bid on Collectibles

Bid Online

Bid4it

BidAway Web Auctions

Biddernet

Bidders Paradise

BidderSuite

bidnask.com

Bidnow

Boekhout's Collectibles Mall

Buck Auction

Butterfield & Butterfield

Central Missouri Internet Auction

Christie's

CityAuction

Classifieds Live

CoinTrade Online

CommPublic Online

Consultants Research Institute

CSL Associates Online Auction for Pearls

Dan's Online Auction

DealDeal

Deep Discount Network

Digitalauction

eBay

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Electronic Auction

Encore E-Z Auction

FairAuction

FinalBid Internet Auction Service

First Auction

FocalPoint Online Photo Auction

Foryourneeds

Fun Time Auction

G.B. Tate & Sons Online Auction

GEMS AUCTION

Gifts and More Online Auction

Glenn Johnson Coins

Going Going Sold

Going Once

Going, Going...Sold!

Golden Age Antiques and Collectibles

Golf Auction

GolfClubExchange

GolfWeb GolfAuction

Haggle Online

Hobby Markets Online

Human Digital Auction

Infinite Auction

Insight Corp Auction

Interactive Auction Online

interAUCTION Services

Intermodal Equipment Exchange

International Electronic Auction

Internet Auction House

Internet Liquidators Int

IWA Auction House

John Morelli Auctioneers

Keybuy Auction House

Klik-Klok Dutch Auction

Labx

Lightningauctions

Magnolia Auction

Metric Equipment Sales

ML Coins

Motherlode Gold Auction

Nab-it

National Auction Properties, Inc.

Nationwide Dealer Exchange

Netauction

Netauctions

NetMarket

Nettworth

NonProfitAuction

Northerbys Online Auctions

Numisma Online Coin Auctions

Numismatists Online Coin Auctions

Old Auction Barn

OneWebPlace

Online Auction Services

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OnLine Exchange

ONSALE Interactive Marketplace

Paulus Swaen Internet Auction

PC Buyer

Philatelists Online

Prizefight

ProAuctions

RacerX

Remington York Online Auction

Rotman Collectibles

Sandafayre

Sandy's Super Auction

Save the Earth Foundation ArtRock Auction

Scala-Mathis Auctions, Inc.

SCC Exchange

Southeast Auction Company

Sotheby's

Sportsauctionsusa

Steal-a-Record Auction

Super Auction

Superior Coin & Stamp Auction Galleries

SurplusAuction

Teletrade

The Auction Block

The Auction Store

The Sell And Trade Internet Marketplace

TIME MACHINE....Silent Watch Auction

u-Auction-it

uBid

Universe Auctions

University of Michigan AuctionBot

Up4Sale

USAuctions

USCents

VintageUSA Direct Auction

WebAuction

Wild Auction

World Wide Auctions

Yahoo Auction

ZAuction

1st Sporting Equipment Auction

3WAuction

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 EXHIBIT D

 AUTOMATIC PARTNER REGISTRATION

To maintain a consistent user experience, any theglobe member should not need to

separately log in to the Service or the Co-Branded Pages. The only login or

registration that should be required to access the Service or the Co-Branded

Pages is theglobe Site's login or registration. Because Boxlot hosts the

Service and the Co-Branded Pages, theglobe will pass to Boxlot information about

each User accessing the Service or the Co-Branded Pages as described below:

 . Accounts will be created for each User via a one-time "welcome" page

 (hosted by theglobe) when the User tries to access the portion of the

 Service requiring such registration for the first time.

 . The "welcome" page will include registration fields for any information

 about the User needed to use the Service but not currently in theglobe's

 database.

 . The "welcome" page will include a "Privacy Policy" informing the User that

 their data is being passed to a third party (Boxlot) in order to use the

 Services.

 . Any additional required User information is collected and entered into

 theglobe's database. Then, the required User information is sent to Boxlot

 all at once to create the new account. theglobe will include the User's

 "username" and "UserID#" in the data passed to Boxlot.

Additional notes on account creation:

 . The User will only see the "Welcome" page until they consent to the privacy

 policy and enter any required information. This page will not appear after

 the User completes the initial account creation process.

 . Account information stored on Boxlot's servers in connection to the Service

 will need to be kept in parity with theglobe. To do so, the parties shall

 work together to implement a mechanism for updating information on Boxlot's

 servers when User information changes on theglobe Site.

 . The technology used to pass the data to Boxlot for account creation and

 ongoing account updates will be determined jointly by Boxlot and theglobe.

 . The UserID# theglobe passes to Boxlot during account creation will be

 stored by Boxlot in association with each User. This UserID# is necessary

 to link individual user reporting and individual account updates between

 Boxlot and theglobe on an ongoing basis.