

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

FORM 10-QSB

QUARTERLY REPORT UNDER SECTION 13 OR 15 (d) OF THE SECURITIES EXCHANGE
ACT OF 1934

For the quarterly period ended September 30, 2002

or

TRANSITION REPORT UNDER SECTION 13 OR 15 (d) OF THE EXCHANGE ACT OF 1934
For the transition period from to

Commission file number: 0-25097

YSEEK, INC.
(Exact Name of Small Business Issuer in Its Charter)

Florida
(State or other jurisdiction of
incorporation or organization)

65-0783722
(I.R.S. Employer
Identification No.)

7732 N. Mobley Drive, Odessa, Florida
(Address of principal executive offices)

33556
(Zip Code)

Registrant's telephone number, including area code: (813) 926-3298

Check whether the issuer: (1) filed all reports required to be filed by
Section 13 or 15(d) of the Exchange Act during the past 12 months (or for such
shorter period that the registrant was required to file such reports), and (2)
has been subject to such filing requirements for the past 90 days. Yes X No

The number of shares of the registrant's common stock, par value \$.0001 per
share, outstanding as of November 14, 2002 was 24,201,765.

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Part I - Financial Information Page

Item 1. Financial Statements (unaudited)

YSEEK, INC.

FINANCIAL STATEMENTS

SEPTEMBER 30, 2002

September 30,
2002
(unaudited)

ASSETS

Current assets

Cash	\$	22,103
Software license, net		534,104

Other assets	
Shareholder loan receivable, net	7,224
Total Assets	\$ 563,431

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LIABILITIES AND STOCKHOLDERS' EQUITY

Current liabilities

Accounts payable and accrued expenses	\$ 38,461
Current maturities of long-term debt	59,749

Total current liabilities	98,210
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Long-term debt, less current maturities	1,529
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Commitments and contingencies

Stockholders' equity

Common stock; \$.0001 par value; 50,000,000 shares authorized; 24,201,765 shares issued and outstanding (excluding 5,720 shares held in the treasury)	2,420
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Paid in capital	8,267,873
Accumulated deficit	(7,796,101)

	474,192
Less: Subscriptions receivable	(10,500)

Total stockholders' equity	463,692
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Total Liabilities and Stockholders' Equity	\$ 563,431
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YSEEK, INC.
STATEMENTS OF OPERATIONS

<TABLE> <S>	<C>		<C>	
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2002	2001	2002	2001
	(unaudited)	(unaudited)	(unaudited)	(unaudited)
Revenues	\$ -	\$ 214	\$ 254	\$ 385
Expenses				
Selling, general and administrative	23,840	997,689	94,229	2,835,453
Total expenses	23,840	997,689	94,229	2,835,453
Other income (expense)				
Interest income	-	583	-	6,686
Interest expense	6,002	(2,348)	(2,853)	(4,518)
Total other income (expense)	6,002	(1,765)	(2,853)	2,168
Net loss	\$ (17,838)	\$ (999,240)	\$ (96,828)	\$ (2,832,900)
Net loss per common share	\$ -	\$ (.04)	\$ -	\$ (.12)
Weighted average common shares outstanding	24,051,989	22,315,100	22,894,063	23,947,203

</TABLE>

YSEEK, INC.
STATEMENTS OF CASH FLOWS

<TABLE>

<S> <C> <C>

	Nine Months Ended September 30,	
	2002	2001
	(unaudited)	(unaudited)
Cash flows from operating activities		
Net loss	\$ (96,828)	\$ (2,832,900)
Adjustments to reconcile net loss to net cash used in operating activities:		
Contributed services	-	8,750
Stock issued for services	-	104,688
Amortization	49,050	66,691
Write down of property and equipment due to impairment	-	129,773
Recovery of amortization expense due to stock recision	-	(324,187)
Loss from disposal of equipment	-	13,566
Decrease (increase) in other receivables	2,025	(3,075)
Increase in interest receivable	-	(8,249)
Decrease in prepaid expenses	-	2,732,933
Increase (decrease) in accounts payable and accrued expenses	3,564	(18,639)
Total adjustments	54,639	2,702,251
Net cash used in operating activities	(42,189)	(130,649)
Cash flows from investing activities		
Decrease in deposits and other assets	-	30,000
Cash flows from financing activities		
Proceeds from sale of common stock	105,000	-
Payments on notes payable	(68,201)	(3,130)
Proceeds from issuance of loans payable	23,314	70,200
Net advances from a stockholder	3,941	32,540
Net cash provided by financing activities	64,054	99,610
Net increase (decrease) in cash	21,865	(1,039)
Cash, beginning of period	238	1,050
Cash, end of period	\$ 22,103	\$ 11

</TABLE>

Supplemental disclosures of noncash investing and financing activities:

In June 2001, 3,000,000 shares of common stock were returned to the Company related to goodwill originally valued at \$2,562,500.

In September 2002, the Company received a stock subscription for 700,000 common shares in exchange for a future cash payment of \$10,500.

Supplemental disclosure of cash flow information:

The Company paid approximately \$2,853 and \$1,572 in interest for the nine months ended September 30, 2002 and 2001, respectively.

The information presented herein as of September 30, 2002, and for the three and nine months ended September 30, 2002 and 2001, is unaudited.

(1) Basis of Presentation:

The accompanying financial statements of Yseek, Inc. (the Company) have been prepared in accordance with generally accepted accounting principles for interim financial information and with the instructions to Form 10-QSB and item 310(b) of Regulation S-B. Accordingly, they do not include all of the information and

footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting of normal required adjustments) considered necessary for a fair presentation have been included.

Operating results for the nine-month period ended September 30, 2002, are not necessarily indicative of the results that may be expected for the year ending December 31, 2002. For further information, refer to the financial statements and footnotes included in the Company's annual report of Form 10-KSB for the year ended December 31, 2001.

Net loss per common share is computed in accordance with the requirements of Statement of Financial Accounting Standards No. 128 (SFAS 128). SFAS 128 requires net loss per share information to be computed using a simple weighted average of common shares outstanding during the periods presented. In computing diluted loss per share, warrants exercisable into common shares were excluded because the effect is antidilutive.

(2) Reformation Agreement and Loss From Impairment of Assets:

In December 1999, the Company purchased all the outstanding stock of Rankstreet.com, Inc. In the transaction accounted for as a purchase, the total purchase price of \$2,763,510 (including the value of contingent shares issued in May 2000 and February 2001) was classified as goodwill. The goodwill was being amortized over five years and as of December 31, 2000, accumulated amortization totaled \$525,082.

Additionally, during 2000 the Company contracted with consultants to develop a web site for Rankstreet. The website was capitalized with a value of \$206,250 and was being amortized over three years. Accumulated amortization as of December 31, 2000 was \$59,289.

In April 2001, the existing management and Board of Directors of the Company resigned and were replaced by individuals with experience with internet based business. The new Board of Directors evaluated the website and the goodwill that was acquired in the purchase of Rankstreet.com, Inc. and deemed it to be impaired and of no future value to the Company.

Upon further investigation by the Company's new management it was determined that certain contingencies in the original acquisition agreement had not been met. In September 2001, the original stockholders of Rankstreet.com, Inc. entered into a reformation agreement with the Company. This agreement concluded that the 3,000,000 shares issued in December 1999 and May 2000 would be returned since the contingencies related to these shares had not been met. Those shares were returned to the Company in September 2001. This reformation results in a reduction in goodwill related to the Rankstreet acquisition of \$2,562,500, the original value of the shares issued. This resulted in the recovery of amortization in the amount of \$324,069. The Company recognized an impairment loss due to the Rankstreet website of \$129,773. The 2001 financial statements reflect this agreement.

(3) Common Stock Transactions:

During the third quarter of 2002, the Company sold 7,606,665 shares of common stock for cash of \$105,000 and a stock subscription receivable of \$10,500.

In 2000, the Company issued 5,720,000 shares of common stock under two traffic promotion agreements, with two companies related to then officers or directors of Yseek. These agreements expired one year later. The Company recognized an expense of \$1,287,000 related to these agreements. In September 2002, the two companies returned the entire 5,720,000 common shares. Yseek and the companies executed mutual releases from any future claims, losses or rights. The shares received by the Company have been reflected as treasury shares and were recorded at cost, which was zero.

Item 2. Management's Discussion and Analysis or Plan of Operation

PLAN OF OPERATION

In the fourth quarter of 2000 and the first quarter of 2001, the Company entered into strategic alliances with companies and individuals with substantial experience in the Internet industry. The alliances allowed the Company to acquire management and marketing expertise through consulting agreements. In

April 2001, the Company's officers resigned. Individuals affiliated with the consultants noted above were elected to the Board of Directors. These individuals have substantial experience with profitable Internet companies and web sites. In September 2002 these officers and directors elected new officers and directors and then resigned. The new officers and directors have been involved with the company since its inception, except for the period from April 2001 to September 2002.

In late 2000, the Company acquired a ten-year software license for the use of a keyword biddable search engine and related domain names. The Company entered into two traffic promotion agreements whereby each promoter provided hits to the Company web site. The Company issued stock in exchange for these agreements enabling the Company to move forward on its plans without the use of any funds. The stock issued under the traffic promotion agreements was returned in September 2002. New management is determining the future plans for the search engine.

The Company's plans include acquiring profitable business ventures. The Company is currently actively exploring several possible acquisitions however there are no pending letters of intent, active negotiations or other plans.

The Companies plans to acquire other profitable business ventures will require additional funds. During September and October of 2002, the Company received \$115,500 from sales of common stock, of which \$35,000 was from one of the new officers who is a major stockholder. This initial funding was used primarily to pay off debts. The Company plans to fund the operations of the company through additional sales of common stock. Acquisitions will be funded through a combination of cash, stock and debt. The Company believes that in the current marketplace they are an attractive merger partner due to their public company status.

As of September 30, 2002 the Company had cash available of approximately \$22,000. However, the Company's operations are currently minimal and the cash outflows have been substantially reduced.

Additionally the Company's officers and board members have agreed to fund the Company's operations if necessary.

In October, 2002 the Company entered into employment agreements with its vice president and treasurer. The employment agreements are for the period October 1, 2002 through September 30, 2003. Compensation under both agreements will be 4,500,000 common shares valued at \$.01 per share.

Part II.

Item. 2. Changes in Securities

From September 9, 2002, to September 25, 2002, Registrant sold a total of 6,966,665 common shares for a cash purchase price of \$.015 per share as follows:

Name	Number Common Shares Purchased	Date
Rachel L. Steele	2,300,000	09-10-02
Gary H. Anderson	1,000,000	09-25-02
Barbara B. Reschly	1,000,000	09-09-02
Alvin L. Ferrer	333,333	09-10-02
Jainarine Leonard	66,666	09-19-02
Frances Best-Ferrer	266,666	09-18-02
Timothy C. Minnehan	2,000,000	09-09-02

All sales were made pursuant to Section 4(2) of the 1933 Act. The proceeds of the sale of these securities were used to pay \$53,439.05 due to 2D&H, Inc. a corporation controlled by David G. Marshlack and Charles Bruce Hammil, \$80,000 to David G. Marshlack, Dan Marshlack, and Charles Bruce Hammil, and to provide operating capital.

Item 6. Exhibits and Reports on Form 8-K

Exhibits

<i>Exhibit</i>	<i>Description</i>	<i>Number</i>
(2)	<i>Plan of Acquisition, Reorganization, Arrangement, Liquidation or Succession.....</i>	<i>None</i>
(4)	<i>Instruments defining the rights of holders, including Indentures</i>	<i>None</i>
(10)	<i>Material contracts</i>	<i>None</i>
(10.1)	<i>Employment Agreement with Rachel L. Steele dated October 1, 2002....*</i>	
(10.2)	<i>Employment Agreement with Tanya Ostrowski dated October 1, 2002... ..*</i>	
(11)	<i>Statement re: computation of per share earnings.....</i>	<i>Note 1 to Financial Statements</i>
(15)	<i>Letter re: Unaudited Interim Financial Information.....</i>	<i>None</i>
(18)	<i>Letter on change in accounting principles.....</i>	<i>None</i>
(19)	<i>Report Furnished to Security Holders</i>	<i>None</i>
(22)	<i>Published report regarding matters submitted to vote.....</i>	<i>None</i>
(23)	<i>Consents of Experts and Counsel.....</i>	<i>None</i>
(24)	<i>Power of Attorney.....</i>	<i>None</i>
(99)	<i>Additional Exhibits.....</i>	<i>None</i>
	<i>99.1 Certification of CEO and CFO.....*</i>	

** Filed herewith*

(b) REPORTS ON FORM 8-K:

Report on Form 8-K filed September 11, 2002, reporting Item 1 and Item 6.

Amended Report on Form 8-K filed September 25, 2002, amending the Report on Form 8-K filed September 11, 2002.

SIGNATURES

In accordance with the requirements of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

YSEEK, INC.

Dated: November 14, 2002

By: /s/ David Weintraub

David Weintraub
Chief Executive Officer
Chief Financial Officer

Yseek/Employment/Steele

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT made and entered into as of the ____ day of _____, 2002, by and among YSEEK, INC., a Florida corporation with its principal executive office at 7732 N. Mobley Drive, Odessa FL 33556 ("Yseek"), and RACHEL L. STEELE, an individual residing at 7732 N. Mobley Drive, Odessa FL 33556 (the "Employee").

W I T N E S S E T H

WHEREAS, the Employee has been employed by the Employer for a period of time in a senior executive capacity; and

WHEREAS, YSEEK wishes to assure itself of the services of the Employee for a period provided in this Employment Agreement and the Employee is willing to serve in the employ of YSEEK for said period, subject to and upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Employment. a) YSEEK hereby employs the Employee as Vice President subject to the supervision and direction of the Chief Executive Officer of YSEEK, or such person or persons who shall be designated by the Chief Executive Officer of YSEEK, for the period (the "Employment Period") commencing on October 1, 2002, and ending on September 30, 2003. The Employee shall initially be employed in the capacity of Vice President and shall remain employed during the Employment Period in said capacity for so long as required by the Chief Executive Officer of YSEEK. The Employee hereby accepts such employment, agrees to perform those services of a nature concomitant with her positions and offices as shall from time to time be assigned to her by or pursuant to authorization of the Chief Executive Officer or the Board of Directors of YSEEK and agrees diligently and competently to devote all of her business time, efforts, skill and attention to such services.

b) The Employee shall report to and be responsible to the Chief Executive Officer.

c) The Employee's office shall be located at 7732 N. Mobley Drive, Odessa FL 33556, or in such other office as Employer and Employee shall agree.

2. Compensation During the Employment Period. a) Employer shall pay to the Employee, and the Employee shall accept from Employer, for her services hereunder, 4,500,000 common shares of Yseek, Inc. common stock, valued at \$0.01 per share. Said shares shall bear a restrictive legend. Said shares shall be issued upon the full execution of this Agreement.

b) Employer will make available to the Employee, to the extent she satisfies the eligibility requirements thereof and to the extent permitted by law, any fringe benefit program in which employees are eligible to participate. Fringe benefits include, but are not limited to, health insurance, hospitalization and other plans and policies authorized now or in the future. In addition to any other benefits provided to the Employee hereunder, Employer shall provide the Employee with such other benefits and prerequisites as are being provided to the Employee by Employer on the date hereof.

c) The Employee shall be entitled to receive additional compensation, if any, whether in the form of bonus, other incentive compensation or otherwise, as the Board of Directors of YSEEK may specify from time to time.

3. Notice of Breach. Employer and Employee agree that, prior to the termination of the employment of Employee hereunder by reason of any breach of any provisions of this Employment Agreement, the injured party will give the party in breach written notice specifying such breach and permitting the party in breach to cure such breach within a period of thirty (30) days after receipt of such notice.

4. Disability and Death. a) If the Employee shall be unable substantially to perform the duties required of her pursuant to her office and the provisions of this Employment Agreement due to any disability preventing her from performing such services for either a period of three (3) consecutive months or for any six (6) months in a one (1) year period, Employer shall have the right to terminate the Employee's employment hereunder on thirty (30) days' written notice. Notwithstanding any such termination, the Employee shall be entitled to receive any compensation accrued or accruable to the Employee at the time of such termination pursuant to the provisions of Article 2 hereof.

b) The term "disability" shall mean the complete inability of the Employee to perform her duties under this Employment Agreement due to injury, illness or disease as determined by an independent physician mutually acceptable to the Employer and the Employee.

c) In the event of the Employee's death during the Employment Period, the Employee's legal representatives shall be entitled to receive her salary at the rate provided in Article 2 to the last day of the Employer's payroll accounting period in which her death shall occur.

5. Termination. a) Employer shall have just legal cause to terminate the employment of the Employee under this Employment Agreement only upon a good faith determination of the Chief Executive Officer of YSEEK that the termination of such employment is necessary and in the best interests of the Employer by reason of:

i) the conviction of the Employee of a felony under state or federal law, or the equivalent under foreign law; unless in any such case the Employee performed such act in good faith and in a manner the Employer reasonably believed to be in or not opposed to Employer's best interests, or

ii) the material and continued breach by the Employee of her obligations under this Employment Agreement, after compliance with the provisions of Article 3.

Notwithstanding the foregoing, no termination of the Employee's employment under this Employment Agreement shall diminish or affect in any way the Employee's rights to the payments provided for hereunder which have accrued or are accruable to and including the date of such termination; provided that in the event of termination for cause, Employee shall not be entitled to any compensation for periods following the date of termination.

b) Employer shall have the right to terminate the employment of the Employee under this Employment Agreement in its sole and absolute discretion and without cause.

6. Confidentiality. The Employee agrees, during and after the Employment Period, to keep secret and confidential all information heretofore or hereafter acquired by her concerning Employer's business and affairs and/or the business and affairs of any of its subsidiaries as may be established from time to time, and further agrees that she will at no time during the Employment Period or thereafter disclose any such information to any person, firm or corporation, other than to Employer, its directors, officers, employees, auditors and legal advisors otherwise than in the regular course of Employer's business or that of its subsidiaries as may be established from time to time, or use the same in any manner other than in connection with Employer's business and affairs or the business and affairs of any subsidiaries as may be established from time to time, except (i) as may be required by law, (ii) in connection with the Employee's enforcement of her rights under this Employment Agreement, (iii) as to such information as may already have become publicly known other than through the Employee in violation of this Article 6 and (iv) with Employer's consent.

7. Inventions. The Employee agrees for no additional consideration to assign to Employer, immediately upon the execution of this Employment Agreement and thereafter immediately upon making or acquiring them, as the case may be, any and all inventions, patent rights, letters patent, copyrights, trademarks, trade names, and applications therefor, in the United States and all other countries, and any and all rights and interests in, to and under the same which she may legally transfer, now possessed by her or acquired by her during the period of her employment hereunder, relating in any way to the business and activities of, or the equipment, devices, processes and formulas connected with,

Employer's business or any other business conducted by Employer and any subsidiaries as may be established from time to time and agrees that, upon request, the Employee will promptly make all disclosures, execute all instruments and papers and perform all acts reasonably necessary or desired by Employer to vest and confirm in it, its successors, assigns and nominees, fully and completely, all rights created or contemplated by this Article 7 and which may be necessary to enable Employer, its successors, assigns and nominees to secure and enjoy the full benefits and advantages thereof.

8. Noncompete. The Employee agrees, to the extent permitted by law, that she shall not during the Employee's employment with Employer and until the later of (a) three (3) years following the date of the termination of such employment or (b) the completion of the payments provided for in clause (ii) of paragraph (b) of Article 5 hereof, directly or indirectly, own, manage, operate, join or control, or participate in the ownership, management, operation or control of, or be a director or employee of, or a consultant to, or authorize the use of her name by, or be connected in any manner with, any business, firm or corporation, in any town, city, county or state of the United States of America or of any country in the world, which manufactures, sells, leases or distributes products competitive with any products or services of the Employer (or any subsidiaries as may be established from time to time); provided, however, that the provisions of this Article 8 shall not apply to investments by the Employee in shares of stock traded on a national securities exchange or on the national over-the-counter market which (a) shall have an aggregate market value, at the time of acquisition, of less than Twenty Thousand Dollars (\$20,000) and (b) shall constitute less than three percent (3%) of the outstanding shares of such stock.

9. Equitable Relief. The Employee acknowledges and agrees that, because of the unique and extraordinary nature of her services, and breach or threatened breach of the provisions of Articles 6, 7, or 8 will cause irreparable injury and incalculable harm to Employer and that Employer shall, accordingly, be entitled to injunctive or other equitable relief. The foregoing, however, shall not be deemed to waive or to limit in any respect any other right or remedy which Employer may have with respect to such breach.

10. Indemnification. Employer will indemnify the Employee (and her legal representatives or other successors) to the fullest extent permitted by the laws of the State of Florida and Employer's existing certificate of incorporation and by-laws, and the Employee shall be entitled to the protection of any insurance policies Employer may elect to maintain generally for the benefit of its directors and officers, against all costs, charges and expenses whatsoever incurred or sustained by her or her legal representatives in connection with any action, suit or proceeding to which she (or her legal representatives or other successors) may be made a party by reason of her being or having been a director or officer of Employer and any subsidiaries as may be established from time to time.

11. Notices. All notices hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested. Any such notice intended for Employer shall be addressed to it, attention of its Chairman of the Board at its address hereinbefore set forth or at such other address of which Employer shall have given notice to the Employee in the manner herein provided; and if intended for the Employee, shall be addressed to her at her address hereinbefore set forth or at such other address of which the Employee shall have given notice to Employer in the manner herein provided.

12. Entire Agreement. This Employment Agreement constitutes the entire understanding between the parties with respect to the matter referred to herein and no waiver or modification to the terms hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth. All prior and contemporaneous agreements and understandings between the parties with respect to the subject matter of this Employment Agreement are superseded by this Employment Agreement.

13. Severability. If any provision in this Employment Agreement is invalid, illegal and unenforceable, the balance of this Employment Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

14. Waiver of Breach. A waiver by the Company or the Employee of a breach of any provision of this Agreement by the other party shall not

operate or be construed as a waiver of any subsequent breach by the other party.

15. *Non-Assignability.* This Employment Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, executors, personal representatives, successors and assigns; provided, however, that this Employment Agreement may not be assigned by any of the parties hereto other than by and among Employer and any subsidiaries and/or affiliates as may be established from time to time.

16. *Law.* This Employment Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17. *Withholding.* All payments hereunder shall be subject to withholding and to such other deductions as shall at the time of such payment be required pursuant to any income tax or other law, whether of the United States or any other jurisdiction, and, in the case of payments to the executors or administrators of the Employee's estate, the delivery to Employer of all necessary tax waivers and other documents.

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

YSEEK, Inc.

EMPLOYEE

By: _____

RACHEL L. STEELE

Title: _____

Yseek/Employment/Ostroski

EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT made and entered into as of the ____ day of _____, 2002, by and among YSEEK, INC., a Florida corporation with its principal executive office at 7732 N. Mobley Drive, Odessa FL 33556 ("Yseek"), and TANYA OSTROWSKI, an individual residing at 33 Orchard Drive, Northport NY 11768 (the "Employee").

W I T N E S S E T H

WHEREAS, the Employee has been employed by the Employer for a period of time in a senior executive capacity; and

WHEREAS, YSEEK wishes to assure itself of the services of the Employee for a period provided in this Employment Agreement and the Employee is willing to serve in the employ of YSEEK for said period, subject to and upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Employment. a) YSEEK hereby employs the Employee as Treasurer subject to the supervision and direction of the Chief Executive Officer of YSEEK, or such person or persons who shall be designated by the Chief Executive Officer of YSEEK, for the period (the "Employment Period") commencing on October 1, 2002, and ending on September 30, 2003. The Employee shall initially be employed in the capacity of Treasurer and shall remain employed during the Employment Period in said capacity for so long as required by the Chief Executive Officer of YSEEK. The Employee hereby accepts such employment, agrees to perform those services of a nature concomitant with her positions and offices as shall from time to time be assigned to her by or pursuant to authorization of the Chief Executive Officer or the Board of Directors of YSEEK and agrees diligently and competently to devote all of her business time, efforts, skill and attention to such services.

b) The Employee shall report to and be responsible to the Chief Executive Officer.

c) The Employee's office shall be located at 7732 N. Mobley Drive, Odessa FL 33556, or in such other office as Employer and Employee shall agree.

2. Compensation During the Employment Period. a) Employer shall pay to the Employee, and the Employee shall accept from Employer, for her services hereunder, 4,500,000 common shares of Yseek, Inc. common stock, valued at \$0.01 per share. Said shares shall bear a restrictive legend. Said shares shall be issued upon the full execution of this Agreement.

b) Employer will make available to the Employee, to the extent she satisfies the eligibility requirements thereof and to the extent permitted by law, any fringe benefit program in which employees are eligible to participate. Fringe benefits include, but are not limited to, health insurance, hospitalization and other plans and policies authorized now or in the future. In addition to any other benefits provided to the Employee hereunder, Employer shall provide the Employee with such other benefits and prerequisites as are being provided to the Employee by Employer on the date hereof.

c) The Employee shall be entitled to receive additional compensation, if any, whether in the form of bonus, other incentive compensation or otherwise, as the Board of Directors of YSEEK may specify from time to time.

3. Notice of Breach. Employer and Employee agree that, prior to the termination of the employment of Employee hereunder by reason of any breach of any provisions of this Employment Agreement, the injured party will give the party in breach written notice specifying such breach and permitting the party in breach to cure such breach within a period of thirty (30) days after receipt of such notice.

4. Disability and Death. a) If the Employee shall be unable substantially to perform the duties required of her pursuant to her office and the provisions of this Employment Agreement due to any disability preventing her from performing such services for either a period of three (3) consecutive months or for any six (6) months in a one (1) year period, Employer shall have the right to terminate the Employee's employment hereunder on thirty (30) days' written notice. Notwithstanding any such termination, the Employee shall be entitled to receive any compensation accrued or accruable to the Employee at the time of such termination pursuant to the provisions of Article 2 hereof.

b) The term "disability" shall mean the complete inability of the Employee to perform her duties under this Employment Agreement due to injury, illness or disease as determined by an independent physician mutually acceptable to the Employer and the Employee.

c) In the event of the Employee's death during the Employment Period, the Employee's legal representatives shall be entitled to receive her salary at the rate provided in Article 2 to the last day of the Employer's payroll accounting period in which her death shall occur.

5. Termination. a) Employer shall have just legal cause to terminate the employment of the Employee under this Employment Agreement only upon a good faith determination of the Chief Executive Officer of YSEEK that the termination of such employment is necessary and in the best interests of the Employer by reason of:

i) the conviction of the Employee of a felony under state or federal law, or the equivalent under foreign law; unless in any such case the Employee performed such act in good faith and in a manner the Employer reasonably believed to be in or not opposed to Employer's best interests, or

ii) the material and continued breach by the Employee of her obligations under this Employment Agreement, after compliance with the provisions of Article 3.

Notwithstanding the foregoing, no termination of the Employee's employment under this Employment Agreement shall diminish or affect in any way the Employee's rights to the payments provided for hereunder which have accrued or are accruable to and including the date of such termination; provided that in the event of termination for cause, Employee shall not be entitled to any compensation for periods following the date of termination.

b) Employer shall have the right to terminate the employment of the Employee under this Employment Agreement in its sole and absolute discretion and without cause.

6. Confidentiality. The Employee agrees, during and after the Employment Period, to keep secret and confidential all information heretofore or hereafter acquired by her concerning Employer's business and affairs and/or the business and affairs of any of its subsidiaries as may be established from time to time, and further agrees that she will at no time during the Employment Period or thereafter disclose any such information to any person, firm or corporation, other than to Employer, its directors, officers, employees, auditors and legal advisors otherwise than in the regular course of Employer's business or that of its subsidiaries as may be established from time to time, or use the same in any manner other than in connection with Employer's business and affairs or the business and affairs of any subsidiaries as may be established from time to time, except (i) as may be required by law, (ii) in connection with the Employee's enforcement of her rights under this Employment Agreement, (iii) as to such information as may already have become publicly known other than through the Employee in violation of this Article 6 and (iv) with Employer's consent.

7. Inventions. The Employee agrees for no additional consideration to assign to Employer, immediately upon the execution of this Employment Agreement and thereafter immediately upon making or acquiring them, as the case may be, any and all inventions, patent rights, letters patent, copyrights, trademarks, trade names, and applications therefor, in the United States and all other countries, and any and all rights and interests in, to and under the same which she may legally transfer, now possessed by her or acquired by her during the period of her employment hereunder, relating in any way to the business and activities of, or the equipment, devices, processes and formulas connected with,

Employer's business or any other business conducted by Employer and any subsidiaries as may be established from time to time and agrees that, upon request, the Employee will promptly make all disclosures, execute all instruments and papers and perform all acts reasonably necessary or desired by Employer to vest and confirm in it, its successors, assigns and nominees, fully and completely, all rights created or contemplated by this Article 7 and which may be necessary to enable Employer, its successors, assigns and nominees to secure and enjoy the full benefits and advantages thereof.

8. Noncompete. The Employee agrees, to the extent permitted by law, that she shall not during the Employee's employment with Employer and until the later of (a) three (3) years following the date of the termination of such employment or (b) the completion of the payments provided for in clause (ii) of paragraph (b) of Article 5 hereof, directly or indirectly, own, manage, operate, join or control, or participate in the ownership, management, operation or control of, or be a director or employee of, or a consultant to, or authorize the use of her name by, or be connected in any manner with, any business, firm or corporation, in any town, city, county or state of the United States of America or of any country in the world, which manufactures, sells, leases or distributes products competitive with any products or services of the Employer (or any subsidiaries as may be established from time to time); provided, however, that the provisions of this Article 8 shall not apply to investments by the Employee in shares of stock traded on a national securities exchange or on the national over-the-counter market which (a) shall have an aggregate market value, at the time of acquisition, of less than Twenty Thousand Dollars (\$20,000) and (b) shall constitute less than three percent (3%) of the outstanding shares of such stock.

9. Equitable Relief. The Employee acknowledges and agrees that, because of the unique and extraordinary nature of her services, and breach or threatened breach of the provisions of Articles 6, 7, or 8 will cause irreparable injury and incalculable harm to Employer and that Employer shall, accordingly, be entitled to injunctive or other equitable relief. The foregoing, however, shall not be deemed to waive or to limit in any respect any other right or remedy which Employer may have with respect to such breach.

10. Indemnification. Employer will indemnify the Employee (and her legal representatives or other successors) to the fullest extent permitted by the laws of the State of Florida and Employer's existing certificate of incorporation and by-laws, and the Employee shall be entitled to the protection of any insurance policies Employer may elect to maintain generally for the benefit of its directors and officers, against all costs, charges and expenses whatsoever incurred or sustained by her or her legal representatives in connection with any action, suit or proceeding to which she (or her legal representatives or other successors) may be made a party by reason of her being or having been a director or officer of Employer and any subsidiaries as may be established from time to time.

11. Notices. All notices hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested. Any such notice intended for Employer shall be addressed to it, attention of its Chairman of the Board at its address hereinbefore set forth or at such other address of which Employer shall have given notice to the Employee in the manner herein provided; and if intended for the Employee, shall be addressed to her at her address hereinbefore set forth or at such other address of which the Employee shall have given notice to Employer in the manner herein provided.

12. Entire Agreement. This Employment Agreement constitutes the entire understanding between the parties with respect to the matter referred to herein and no waiver or modification to the terms hereof shall be valid unless in writing signed by the party to be charged and only to the extent therein set forth. All prior and contemporaneous agreements and understandings between the parties with respect to the subject matter of this Employment Agreement are superseded by this Employment Agreement.

13. Severability. If any provision in this Employment Agreement is invalid, illegal and unenforceable, the balance of this Employment Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

14. Waiver of Breach. A waiver by the Company or the Employee of a breach of any provision of this Agreement by the other party shall not

operate or be construed as a waiver of any subsequent breach by the other party.

15. *Non-Assignability.* This Employment Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, executors, personal representatives, successors and assigns; provided, however, that this Employment Agreement may not be assigned by any of the parties hereto other than by and among Employer and any subsidiaries and/or affiliates as may be established from time to time.

16. *Law.* This Employment Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17. *Withholding.* All payments hereunder shall be subject to withholding and to such other deductions as shall at the time of such payment be required pursuant to any income tax or other law, whether of the United States or any other jurisdiction, and, in the case of payments to the executors or administrators of the Employee's estate, the delivery to Employer of all necessary tax waivers and other documents.

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

YSEEK, Inc.

EMPLOYEE

By: _____

TANYA OSTROWSKI

Title: _____

CERTIFICATION PURSUANT TO
SECTION 1350, CHAPTER 63 OF TITLE 18
OF THE UNITED STATES CODE,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of YSEEK, Inc. (the "Company") on Form 10QSB for the period ending September 30, 2002 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David Weintraub, Chief Executive Officer and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13 (a) or 15 (d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ David Weintraub

David Weintraub
Chief Executive Officer
Chief Financial Officer
November 14, 2002