

SECURITIES AND EXCHANGE COMMISSION
Washington, D. C. 20549

FORM 8-K

Current Report

Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): September 11, 2002

YSEEK, INC.

(Exact name of registrant as specified in its charter)

Florida	000-25097	65-078-3722
(State or other jurisdiction incorporation)	(Commission File Number)	(IRS Employer Identification No.)

7732 N. Mobley Road, Odessa, FL 33556
(Address of principal executive offices) (Zip Code)

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

(Former name or former address, if changed since last report.)
412 E. Madison, Suite 1000, Tampa, Florida 33602

Item 1: Changes in Control of Registrant and Item 6: Resignations of
Registrant's Directors.

Item 1. On September 10, 2002, Registrant executed a convertible promissory note in the amount of \$53,439.05 to 2D&H, Inc., a corporation controlled by David G. Marshlack and Charles Bruce Hammil, and paid \$80,000 to David G. Marshlack, Dan Marshlack, the father of David G. Marshlack, and Charles Bruce Hammil, in repayment in full for loans made to the Registrant. The promissory note bears interest at the rate of 6.5% per annum and is repayable on or before November 10, 2002. The promissory note is convertible at the option of the holder prior to payment at a conversion ratio of \$.015 per share or at a price equal to the average of the closing offer price of the five trading days prior to holder's delivery of notification of conversion. The promissory note is guaranteed by Rachel L. Steele and David Weintraub. Repayment of the loans to was financed by the sale of 5,333,333 restricted common shares in a private placement for a total consideration of \$80,000.00.

In connection with repayment of the loans, NeuTelligent, Inc. and Voice Media, Inc. each transferred 2,860,000 of Registrant's common shares to Registrant. Additionally, the parties agreed to terminate the Traffic Promotion Agreements and the Consulting/Option Agreements previously entered into with NeuTelligent, Inc. f/k/a CandidHosting.com, Inc. and Voice Media, Inc.

On September 10, 2002, the Board of Directors elected the following persons to serve on the Board of Directors until the next Annual Meeting of Shareholders: David Weintraub, Glen Ostroski, Rachel Steele, and Tanya Ostroski.

On September 10, 2002, the following persons were elected to hold the following offices: David Weintraub, Chief Executive Officer; Glen Ostroski, President; Rachel Steele, Vice President; and Tanya Ostroski, Treasurer. On September 11, 2002, the following directors resigned: Mark R. Dolan, David G. Marshlack, Charles Bruce Hammil, Paul Runyon, Ronald M. Levi.

Item 6. On September 11, 2002, the following directors resigned: Mark R. Dolan, David G. Marshlack, Charles Bruce Hammil, Paul Runyon, Ronald M. Levi.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the

undersigned thereunto duly authorized.

YSEEK, INC.
(Registrant)

Dated: September 16, 2002

_____/s/DAVID WEINTRAUB
DAVID WEINTRAUB,
Chief Executive Officer

EXHIBITS

- (1) Underwriting agreement
- (2) Plan of acquisition, reorganization, arrangement, liquidation or succession.
- (3) (i) Articles of Incorporation
 - (ii) Bylaws
- (4) Instruments defining the rights of holders, incl. Indentures
- (16) Letter on changes in certifying accountant
- (17) Letter on director resignator
- (20) Other documents or statements to security holders
- (23) Consents of experts and counsel
- (24) Power of attorney
- (27) Financial Data Schedule
- (99) Additional Exhibits
 - 99.1 Promissory Note to 2D&H, Inc.
 - 99.2 Guaranty Agreement
 - 99.3 Termination Agreement Reformation Agreement with NeuTelligent, Inc.,
f/k/a CandidHosting.com, Inc.
 - 99.4 Termination Agreement Reformation Agreement with Voice Media, Inc.

PROMISSORY NOTE

TAMPA, FLORIDA

\$53,439.05

September 10, 2002

FOR VALUE RECEIVED Yseek, Inc., a Florida corporation (the "Company") promises to pay to the order of 2D&H, Inc., a Florida corporation, the principal sum of Fifty Three Thousand, Four Hundred and Thirty Nine and 05/100 Dollars (\$53,439.05) as follows: With interest at the rate of 6.5% per annum payable in two payments of monthly payments of \$26,864.25 with the first payment being due on October 10, 2002 and the second and final payment being due on November 10, 2002, until paid in full.

This Note will begin accruing Interest on September 10, 2002 and will continue to accrue Interest until the Company repays in full or duly provides for repayment of the Outstanding Principal Amount. Accrued and unpaid Interest will bear interest at the same rate until paid, compounded quarterly. The Interest will be paid in cash, or in the event of default and at the option of the Holder, in shares ("Interest Shares") of Yseek, Inc., ("Yseek") common stock ("Common Stock") at the then applicable conversion price (computed as described below). The Outstanding Principal Amount of this Note is payable in such coin or currency of the United States as at the time of payment is legal tender for payment of public and private debts, at 412 East Madison, Suite 1000, Tampa, Florida 33602 or as designated in writing by the Holder from time to time.

All payments on account of the Outstanding Principal Amount and all other amounts payable under this Note (whether made by the Company or any other person) to or for the account of the Holder will be made free and clear of and without reduction by reason of any present and future income, stamp, registration and other tax, levies, duties, cost, and charges whatsoever imposed, assessed, levied or collected by the United States or any political subdivision or taxing authority thereof or therein, together with interest thereon and penalties with respect thereto, if any, on or in respect of this Note (such taxes, levies, duties, costs and charges being herein collectively called "US Taxes"), except as required by law or regulation.

The Holder of this Note is entitled, in the event of default, and at its option, to convert, all or any lesser portion of the Outstanding Principal Amount into Common Stock of Yseek at the Conversion Ratio of \$.015 per share or at a price equal to the average of the closing offer price of the 5 trading days prior to Holder's delivery of notification of conversion, whichever is less, at any time, provided that the Outstanding Principal Amount has not been repaid to Holder. In the event of default, The Holder may convert this Note into Common Stock by surrendering the Note to be converted to the Company, with the form of conversion notice attached to the Note as Exhibit A, executed by the Holder of the Note. The Company will be responsible for obtaining the issuance of the required shares of Yseek Common Stock. Interest accrued or accruing from the date of issuance to the Conversion Date (but not previously paid in cash or Interest Shares) on the amounts so converted will be paid in Interest Shares, calculated at the same Conversion Price as would apply on the Conversion Date for the principal amount being converted. The date on which a Notice of Conversion is given will be deemed to be the date on which the Holder notifies the Company of its intention to so convert by delivery, by facsimile transmission or otherwise, of a copy of the Notice of Conversion.

Upon the Holder's delivery of a Notice of Conversion in the form attached hereto as Exhibit A, properly completed and duly executed by the Holder, the Company will obtain and, within five (5) business days after delivery to the Company of the Notice of Conversion, deliver to or upon the order of the Holder (1) one or more certificates (the "Certificates"), representing that number of shares of Common Stock into which the portion of the Note converted is convertible, and if submitted to the Company (but not fully converted) (2) a Replacement Note in the principal amount equal to the Outstanding Principal Amount not converted.

The number of shares of Common Stock to be issued upon each conversion of this Note will be determined by dividing that portion of the principal amount of the Note to be converted, plus the dollar amount of all Interest that has accrued on that portion of the Note then being converted but which has not previously been paid, by the Conversion Ratio.

No provision of this Note will alter or impair the obligation of the Company, which is absolute and unconditional, to the payment of the principal of this Note at the time, place and rate, and in the coin or currency herein prescribed. This Note and all other Notes now or hereafter issued on similar terms are direct obligations of the Company. This Note ranks equally with or superior to all other Notes now or hereafter issued under the terms set forth herein. In the event of any liquidation, reorganization, winding up or dissolution, repayment of this Note will not be subordinate in any respect to any other indebtedness of the Company outstanding as of the date of this Note or hereafter incurred by the Company.

Such non-subordination will extend without limiting the generality of the foregoing, to all indebtedness of the Company to banks, financial institutions, other secured lenders, equipment lessors and equipment finance companies, but will exclude trade debts.

The Company hereby expressly waives demand and presentment for payment, notice of nonpayment, protest, notice of dishonor, notice of acceleration or intent to accelerate, bringing of suit and diligence in taking any action to collect amounts called for hereunder and will be directly and primarily liable for the payment of all sums owing and to be owing herein, regardless of and without notice, diligence, act or omission as or with respect to the collection of any amount called for hereunder.

If at any time or from time to time after the date of this Note, the Common Stock issuable upon the conversion of the Note is changed into the same or different numbers of shares of any class or classes of stock, whether by recapitalization or otherwise (other than subdivision or combination of shares of Common Stock or stock dividend or reorganization provided for elsewhere in this Note or a merger or consolidation, provided for in Paragraph 3), then in each such event the Holder will have the right thereafter to convert the Note into the kind of security receivable in such recapitalization, reclassification or other change by holders of Common Stock, all subject to further adjustment as provided herein. In such event, the formulae set forth herein for conversion will be equitably adjusted to reflect such change in number of shares or, if shares of a new class of stock are issued, to reflect the market price of the class or classes of stock issued in connection with the above described transaction.

All payments hereunder shall be applied first to principal and then to interest. In the event that a payment is not received when due, then this note shall be in default. On a default in payment the holder of this note may without notice or demand accelerate the balance due under this note and demand payment in full or conversion of the Note into Common Stock of the Company. On a default in payment all persons liable herein, jointly and severally waive, protest and agree to pay all expenses of collection with reasonable attorney's fees, including appellate proceedings or bankruptcy proceedings. The holder may forbear and enforce defaults and extend the time of any payment without notice and without discharging or affecting the liability of any person liable hereon. Upon default in payment of amounts due under this note, all unpaid amounts shall bear interest at the maximum rate allowed by law.

Maker shall have the right to prepay said note at any time without penalty.

Whenever used herein, the terms "holder", "maker", and "payee" shall be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed by an officer thereunto duly authorized, as of the date first written above.

Yseek, Inc.
By its CEO, David Weintraub

GUARANTY AGREEMENT

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the obligation under Promissory Note dated September 10, 2002, in favor of 2D&H, Inc., in the amount of Fifty Three Thousand, Four Hundred and Thirty Nine and 05/100 Dollars (\$53,439.05) (hereinafter PROMISSORY NOTE) between Yseek, Inc., (hereinafter MAKER) and 2D&H, Inc., (hereinafter PAYEE), together with their successors and assigns, the undersigned agree that:

Undersigned hereby unconditionally guarantee the full and complete performance of MAKER under the PROMISSORY NOTE, and at all times hereafter, of: (a) The obligations under the PROMISSORY NOTE dated September 10, 2002, a copy of said PROMISSORY NOTE is attached as Exhibit "A" respectively hereto and made a part hereof; (b) any and all extensions, renewals, or modifications of said PROMISSORY NOTE and the indebtedness or obligations evidenced thereby, and all expenses, including attorney's fees, incurred in the collection or enforcement or interpretation thereof; and all the foregoing items, (a) and (b) being hereinafter called the "LIABILITIES").

Undersigned further unconditionally guarantees the faithful, prompt, and complete compliance by him with all terms and conditions of the PROMISSORY NOTE, including all extensions or modifications of all the foregoing, and the payment of all costs, attorney's fees, expenses, charges and other expenditures.

The undersigned hereby expressly waives: (a) notice of the acceptance of this Guaranty; (b) notice of the existence or creation of any of the LIABILITIES or any extensions, renewals, or modifications thereof, (c) presentment, demand, notice of dishonor, protest, and all other notices whatever.

Any man or woman who signs this Guaranty hereby expressly agrees that PAYEE may enforce this Guaranty from his or her separate property as well as any property which they own as tenants in common, joint tenants, with or without survivorship, and tenants by the entireties, including any homestead property or any property which he or she may obtain at any time by exercise of his or her statutory right to an elective share of the estate of the deceased spouse. The waiver as to homestead property is hereby specifically made and acknowledged by the undersigned.

PAYEE may, without notice of any kind, sell, assign, or transfer all or any of the LIABILITIES, and in such event each and every immediate and successive assignee, transferee, or holder of all or any of the LIABILITIES, shall have the right to enforce this Guaranty Agreement, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee, or holder were herein by name specifically given such rights, powers, and benefits. PAYEE shall have an unimpaired right, prior and superior to that of any such assignee, transferee, or holder, to enforce this Guaranty for the benefit of PAYEE, as to so much of the LIABILITIES as it has not sold, assigned, or transferred.

No delay or failure on the part of PAYEE in the exercise of any right or remedy shall operate as a waiver, release, or modification to be effective only through a written document executed by PAYEE, and then only to the extent specifically recited therein. No single or partial exercise by PAYEE of any right or remedy herein shall preclude other or further exercise thereof or the exercise of any right or remedy whether contained herein or in the PROMISSORY NOTE. No action of PAYEE permitted hereunder shall in any way impair or affect this Guaranty.

It is fully understood that until each and every one of the covenants and agreements of this Guaranty Agreement are fully performed, the undersigned's obligations shall not be released, in whole or in part, by any action or thing which might, but for this provision of this instrument, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, extension, modification, forbearance, or delay or other act or omission of PAYEE or its failure to act varies or increases the risk of or affects the rights or remedies of the undersigned, and the undersigned hereby expressly waives and surrenders any defense to its liability hereunder based upon any of the foregoing acts, omissions, things, agreements, or waivers of any of them; it being the

purpose and intent of the parties hereto that the covenants, agreements, and all obligations hereunder are absolute, unconditional and irrevocable under any and all circumstances.

Any notice, demand, or request by PAYEE, his successors or assigns, to the undersigned shall be in writing, and shall be deemed to have been duly given or made if either delivered personally to the undersigned or mailed by certified or registered mail addressed to the undersigned at the address for such guarantor specified below:

Rachel L. Steele: 7736 N Mobley Rd, Odessa, Fl 33556-2307

David Weintraub: 7736 N Mobley Rd, Odessa, Fl 33556-2307

PAYEE shall be entitled to assign this Guaranty Agreement and all of its rights, privileges, interests and remedies hereunder to any other persons, firm, entity, bank, or corporation whatsoever without notice to or consent by the undersigned, and such assignee shall be entitled to the benefits of this Guaranty and to exercise all such rights, Interests and remedies as fully as PAYEE.

This Guaranty Agreement shall inure to the benefit of PAYEE, his successors and assigns, and shall bind each of the undersigned jointly and severally, together with their heirs, legal representatives, successors, and assigns. If more than one party shall execute this Guaranty, the term 'undersigned' shall mean all parties executing this Guaranty and all such parties shall be jointly and severally obligated hereunder. The use of the singular form herein shall include the plural, as applicable, and vice versa, and the use of any gender or the neuter form shall include all genders and the neuter form. PAYEE shall be entitled to recover all of its attorney's fees and costs Incurred in connection with the enforcement of this Guaranty Agreement or any collection hereunder.

This Guaranty Agreement shall be construed in accordance with the laws of the State of Florida, and such laws shall govern the interpretation, construction and enforcement hereof. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without Invalidating the remainder of such provision or the remaining provisions of this Guaranty. The venue for any action regarding this Guaranty or its enforceability shall be in the Hillsborough County, Florida courts for any state court action, and in the U.S. Middle District Court for the Middle District of Florida, Tampa Division, for any action in Federal Court. The undersigned hereby waives any objection to said venue and specifically consents to said venue.

The undersigned hereby consents to the attachment or garnishment of the undersigned's disposable income (as defined in Section 222.110)(b), Florida Statutes), to the extent otherwise permitted by law, in the event of default In payment of this obligation, default under any agreement pursuant to which this obligation was created, or of default in performance under any agreements providing collateral or other security for payment of this obligation. The foregoing consent shall be effective whether or not the undersigned is or becomes a head of family, as defined in Section 222.11 (1)(c), Florida Statutes.

SIGNED, SEALED AND DELIVERED at Tampa, Florida, as of the day of September, 2002.

IN THE PRESENCE OF:

3

Rachel L. Steele

David Weintraub

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged this day of September, 2002 by Rachel L. Steele, who is personally known to me or has produced as identification and who did take an oath. She did execute the foregoing instrument and acknowledged to and before me that she executed the same for the uses and purposes therein set forth and that it was her free act and deed and was made without coercion.

NOTARY PUBLIC

My commission expires:

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged this day of September, 2002 by David Weintraub, who is personally known to me or has produced as identification and who did take an oath. He did execute the foregoing instrument and acknowledged to and before me that he executed the same for the uses and purposes therein set forth and that it was his free act and deed and was made without coercion.

NOTARY PUBLIC

My commission expires:

TERMINATION AGREEMENT REFORMATION AGREEMENT

This Termination Agreement This Reformation Agreement is made and entered into this day of April, 2002, by and between Yseek, Inc., f/k/a Swiftynet.com, Inc., a Florida corporation, herein after referred to as "Yseek" and Voice Media, Inc., hereinafter referred to as "VM".

WHEREAS, the parties hereto have previously executed that certain "Traffic Promotion Agreement", and that certain "Consulting/Option Agreement", copies of which are attached hereto as composite Exhibit A, and incorporated herein by reference; and,

WHEREAS, the parties hereto, in good faith, reviewed the said Agreements and believe that it is fair, just and appropriate that they both be terminated in their entirety, that the consideration paid to VM be returned and that the parties execute a Mutual General Release all on the terms set forth below: have had cause to review the performance of the terms and conditions of the Agreement and have jointly and severally concluded that VM has not performed the services contemplated to be performed in the Traffic Promotion Agreement and Consulting/Option Agreement; and

WHEREAS, As a result, it is fair, just and appropriate that certain terms and conditions of the Agreements be rescinded and reformed as set out below;

NOW THEREFORE, the parties hereto, acknowledging the receipt, from one to the other, of good, valuable and sufficient consideration, do hereby agree as follows:

1. Return of Shares. VM shall return, convey and deliver Two Million, Eight Hundred and Sixty Thousand (2,860,000) shares ----- of Yseek, Inc., f/k/a Swiftynet.com, Inc., common stock, to Yseek.
2. Release. Upon delivery of the above referenced share certificates and stock powers from the shareholders to Yseek, or a ----- notarized Affidavit of Loss and Indemnity Agreement, if the share certificate is lost, the parties shall execute mutual releases as set out in Exhibit B hereto.
3. Option Agreement. The option agreement set out in paragraph 6 of the Consulting/Option Agreement is hereby terminated ----- and acknowledged to be void and of no further force or effect.
4. Notices and Communications. All notices and other communications hereunder shall be in writing and will be deemed received upon actually being received if personally delivered, when receipt acknowledged if sent by facsimile, after the first business day if dispatched by overnight courier service, or after the third business day after being deposited in the U.S. mail; provided that all notices and other communications shall be addressed to the other party at the address set out above.
5. Modifications. It is understood and agreed that any modifications to the terms and conditions of this Agreement shall ----- require a written amendment agreed to and signed by both parties prior to the effectiveness of such amendment.
6. Severability. If any one or more of the provisions contained herein for any reason are held to be invalid, illegal, or ----- unenforceable in any respect, such condition shall not affect any other provision thereof and this Agreement shall be construed as if such condition had never been contained herein.
7. Construction. Headings used in this Agreement are used for clarity only and do not constitute substantive matters to be ----- considered in construing the terms of this Agreement.
8. Entire Agreement. This agreement, together with any attachments hereto, constitutes the full and complete understanding between the parties hereto and supersedes all prior understandings, whether written or oral, pertaining to the subject matter hereof and cannot be modified except by a

written instrument signed by the parties hereto.

1.

9. *Attorney's Fees.* Should it become necessary for any party hereto to file suit to enforce the terms of this Reformation Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including attorneys' fees from the non-prevailing party.
10. *Choice Of Law.* This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Florida applicable to agreements entered into and wholly to be performed therein. Any such litigation shall be instituted in Hillsborough County, Florida, and the parties consent and agree to venue therein.
11. *Facsimile Original.* This Agreement may be executed via facsimile transmission and such facsimile copy will constitute an ----- original copy of this Agreement.
12. *Waiver.* The failure of either party to enforce any provision of this Agreement, or to seek relief for any breach or failure to comply with any representation, warranty, obligation or duty of a party under this Agreement, shall not waive any right to enforce such provision in the future or to seek relief for any subsequent breach.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound thereby, has duly executed and accepted this Agreement as of the day and year first above written.

Voice Media, Inc.
By Ron Levi, President

Yseek, Inc.
By Charles Bruce Hammil, President

TERMINATION AGREEMENT REFORMATION AGREEMENT

This Termination Agreement This Reformation Agreement is made and entered into this day of September, 2002, by and between Yseek, Inc., f/k/a Swiftnet.com, Inc., a Florida corporation, herein after referred to as "Yseek" and NeuTelligent, Inc., f/k/a CandidHosting.com, Inc., hereinafter referred to as "NI".

WHEREAS, the parties hereto have previously executed that certain "Traffic Promotion Agreement", and that certain "Consulting/Option Agreement", copies of which are attached hereto as composite Exhibit A, and incorporated herein by reference; and,

WHEREAS, the parties hereto, in good faith, reviewed the said Agreements and believe that it is fair, just and appropriate that they both be terminated in their entirety, that part of the consideration paid to NI be returned and that the parties execute a General Release all on the terms set forth below: have had cause to review the performance of the terms and conditions of the Agreement and have jointly and severally concluded that VM has not performed the services contemplated to be performed in the Traffic Promotion Agreement and Consulting/Option Agreement; and

WHEREAS, As a result, it is fair, just and appropriate that certain terms and conditions of the Agreements be rescinded and reformed as set out below;

NOW THEREFORE, the parties hereto, acknowledging the receipt, from one to the other, of good, valuable and sufficient consideration, do hereby agree as follows:

1. Return of Shares. NI shall return, convey and deliver Two Million, Eight Hundred and Sixty Thousand (2,860,000) shares ----- of Yseek, Inc., f/k/a Swiftnet.com, Inc., common stock, to Yseek.
2. Release. Upon delivery of the above referenced share certificates and stock powers from the shareholders to Yseek, or a ----- notarized Affidavit of Loss and Indemnity Agreement, if the share certificate is lost, the parties shall execute mutual releases as set out in Exhibit B hereto.
3. Option Agreement. The option agreement set out in the Consulting/Option Agreement is hereby terminated and acknowledged ----- to be void and of no further force or effect.
4. Notices and Communications. All notices and other communications hereunder shall be in writing and will be deemed received upon actually being received if personally delivered, when receipt acknowledged if sent by facsimile, after the first business day if dispatched by overnight courier service, or after the third business day after being deposited in the U.S. mail; provided that all notices and other communications shall be addressed to the other party at the address set out above.
5. Modifications. It is understood and agreed that any modifications to the terms and conditions of this Agreement shall ----- require a written amendment agreed to and signed by both parties prior to the effectiveness of such amendment.
6. Severability. If any one or more of the provisions contained herein for any reason are held to be invalid, illegal, or ----- unenforceable in any respect, such condition shall not affect any other provision thereof and this Agreement shall be construed as if such condition had never been contained herein.
7. Construction. Headings used in this Agreement are used for clarity only and do not constitute substantive matters to be ----- considered in construing the terms of this Agreement.
8. Entire Agreement. This agreement, together with any attachments hereto, constitutes the full and complete understanding between the parties hereto and supersedes all prior understandings, whether written or oral,

pertaining to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.

1.

9. **Attorney's Fees.** Should it become necessary for any party hereto to file suit to enforce the terms of this Reformation Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including attorneys' fees from the non-prevailing party.
10. **Choice Of Law.** This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Florida applicable to agreements entered into and wholly to be performed therein. Any such litigation shall be instituted in Hillsborough County, Florida, and the parties consent and agree to venue therein.
11. **Facsimile Original.** This Agreement may be executed via facsimile transmission and such facsimile copy will constitute an ----- original copy of this Agreement.
12. **Waiver.** The failure of either party to enforce any provision of this Agreement, or to seek relief for any breach or failure to comply with any representation, warranty, obligation or duty of a party under this Agreement, shall not waive any right to enforce such provision in the future or to seek relief for any subsequent breach.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound thereby, has duly executed and accepted this Agreement as of the day and year first above written.

NeuTelligent, Inc., f/k/a CandidHosting.com, Inc.
By David G. Marshlack, President

Yseek, Inc.
By Charles Bruce Hammil, President