UNITED STATES
Securities and Exchange Commission
Washington, D.C. 20549

FORM 10-KSB

[X] ANNUAL REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended: December 31, 2004

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

Commission File Number: 0-32353

EASYWEB, INC.
(Name of small business issuer in its charter)

COLORADO
(State or Other Jurisdiction of Incorporation or Organization)

84-1475642
(I.R.S. Employer Identification No.)

6025 S. Quebec Street, Suite 135, Englewood, Colorado 80111
(Address of Principal Executive Office) (Zip Code)

Issuer's telephone number: (720) 493-0303

Securities registered under Section 12(b) of the Act: None
Securities registered under Section 12(g) of the Act:

Common Stock, No Par Value
Title of Class

Indicate whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities 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 ___

Indicate if disclosure of delinquent filers pursuant to Item 405 of Regulation S-B is not contained in this form, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-KSB or any amendment to this Form 10-KSB. [ ]

The registrant had no revenue for the most recent fiscal year.

As of December 31, 2004: (a) 5,746,200 common shares, no par value, of the registrant were outstanding; (b) approximately 1,445,867 common shares were held by non-affiliates; and (c) the aggregate market value of the common shares held by non-affiliates was $144,587 based on the bid price of the Company's common stock at December 31, 2004.

Note: If determining whether a person is an affiliate will involve an unreasonable effort and expense, the issuer may calculate the aggregate market value of the common equity held by non-affiliates on the basis of reasonable assumptions, if the assumptions are stated.

(APPLICABLE ONLY TO CORPORATE REGISTRANTS)

State the number of shares outstanding of each of the issuer's classes of common equity, as of the latest practicable date: 6,176,200 common shares issued and outstanding as of February 25, 2005.

Transitional Small Business Disclosure Format: Yes ___ No X ___

EASYWEB, INC.

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ADDITIONAL INFORMATION

Descriptions in this Report are qualified by reference to the contents of any contract, agreement or other documents and are not necessarily complete. Reference is made to each such contract, agreement or document filed as an exhibit to this Report, or previously filed by the Company pursuant to regulations of the Securities and Exchange Commission (the "Commission"). (See "Item 13. Exhibits.")

Reference in this document to "us", "we", "our", "the Company", or "the Registrant" refer to EasyWeb, Inc.

SPECIAL NOTE REGARDING FORWARD LOOKING STATEMENTS

Certain statements contained herein constitute "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward looking statements include, without limitation, statements regarding the Company's plan of business operations and related expenditures, potential contractual arrangements, anticipated revenues and related expenditures. Investors are cautioned not to put undue reliance on forward-looking statements. Except as otherwise required by applicable securities statutes or regulations, the Company disclaims any intent or obligation to update publicly these forward looking statements, whether as a result of new information, future events or otherwise.

PART I

Item 1. DESCRIPTION OF BUSINESS

(a) General Development of Business

We were organized under the laws of the State of Colorado under the name of "NetEscapes, Inc.," on September 24, 1998. We changed our name to "EasyWeb, Inc." on February 2, 1999. Our executive offices are presently located at 6025 South Quebec Street, Suite 135, Englewood, Colorado 80111, and our telephone and facsimile numbers are (720) 493-0303 and (720) 529-6749, respectively. On February 28, 2005, EasyWeb's shareholders approved reincorporating the Company in the State of Delaware and increasing our authorized common stock from 30,000,000 to 280,000,000 shares. As of the date of this report, the re-incorporation had not been finalized.

We are in business to design, market, sell and maintain customized and template, turnkey sites on the worldwide web, or the Internet, hosted by third parties. We refer to the template web sites as "turnkey" because the customer receives, for the purchase price paid, a fully-operational site on the Internet from which to advertise its business, products and/or services. Each of these template sites includes the basic features such as identifying information, business logo, photographs, graphics and/or text provided by the customer. The template is a simple, "fill-in-the-blank" form that can be completed by the customer with handwritten information about the business. There is no additional cost for technical assistance or infrastructure. Common web site options may be added to the template site on an as-needed basis.

We have not been subject to any bankruptcy, receivership or similar proceeding.

We have not been subject to any material reclassification, merger, consolidation, or purchase or sale of a significant amount of assets not in the ordinary course of business.

(b) Narrative Description of the Business

General

Our business plan has been prepared based upon the popularity of the Internet and the growing number of businesses interested in advertising and marketing online. From our inception through December 31, 2004, we have sold less than ten web sites and realized only minimal revenue of $9,547 from the design, sale and maintenance of Internet sites. Our operations were very limited during the year ended December 31, 2004. We did not perform any services or earn any revenue during 2004.

We are currently dependent upon an affiliate, Summit Financial Relations, Inc. ("Summit"), which has paid expenses on our behalf, in order to maintain our limited operations. We have also received working capital advances from our president, Mr. David C. Olson. There is no assurance that Summit or Mr. Olson will continue to pay our expenses and provide working capital in the future.

Our future success will be dependent upon our ability to locate and consummate a merger or acquisition with an operating company and, ultimately, to attain profitability. There is no assurance that we will be successful in consummating a merger or acquisition with an operating company or that we will attain profitability.

Research and Development

We are not engaged in any research and development activities.

Competition

The market for web site design and maintenance services is intensely competitive. Additional companies are expected to enter the competition in the future. We anticipate that we will be in competition with companies of all sizes located in the United States that offer Internet web site design, hosting and maintenance services to business customers. A number of these companies offer essentially the same products and services as EasyWeb and compete in the areas of price and service. We must make changes on a timely basis in the nature, price, quality and other aspects of our products and services in response to changes in the market. We expect to compete by marketing our products and services online and via radio, newspaper and indoor sign advertising. We intend, through the use of online marketing and independent contractors, to minimize our weaknesses, including, among others, our undercapitalization, cash shortage, limitations with respect to personnel, technological, financial and other resources and lack of a customer base and market recognition, and to eliminate the need for a sizeable retail facility and marketing staff. Many of the companies and other organizations with which we will be in competition are established and have far greater financial resources, substantially greater experience and larger staffs than EasyWeb. Additionally, many of these organizations have proven operating histories, which we lack. We expect to face strong competition from both well-established companies and small independent companies like us. In addition, in the future, AT&T, Qwest Communications and other "Baby Bell" and other telecommunications companies may offer customers assistance in establishing web sites at costs lower than those available from us. Additionally, our business may be subject to decline because of generally increasing costs and expenses of doing business, thus further increasing anticipated competition. Further, it is anticipated that there may be significant technological advances in the future and we may not have adequate creative management and resources to enable us to take advantage of these advances. The effects of any of these technological advances on EasyWeb, therefore, cannot be presently determined.

Employees and Consultants

As of the date hereof, we employ two individuals, including Mr. David C. Olson, our president, and Ms. Barbara Petrinsky, each on a part-time basis. No cash compensation has been awarded to, earned by or paid to either of the foregoing for services rendered in all capacities through December 31, 2004. We do not anticipate that any cash compensation will be awarded for the foreseeable future. Mr. Olson and Ms. Petrinsky devote approximately 25 percent of their time and effort to the business and affairs of EasyWeb.

During the year ended December 31, 2004, we issued Mr. David Floor, a director, 200,000 shares of our common stock in exchange for director's fees. The shares were valued based on contemporaneous sales to unrelated third party investors at $5,000, or $.025 per share. No cash compensation has been awarded to, earned by or paid to any directors for services rendered in all capacities through December 31, 2004. We do not anticipate that any cash compensation will be awarded for the foreseeable future. Mr. Floor devotes only such time as is necessary for him to perform his responsibilities as a director of EasyWeb.

Employment Agreements

On December 10, 2004, we entered into a management consulting services agreement with Mr. Floor. Under the terms of the agreement, the Company has agreed to pay Mr. Floor a one-time fee of $10,000 plus expenses, upon the closing of any transaction leaving EasyWeb with a positive business directive and available finances, non-detrimental to the survival of EasyWeb.

On December 9, 2004, we entered into an employment agreement with Mr. Olson. Under the terms of the agreement, we have agreed to pay Mr. Olson a one-time fee of $100,000 if and when EasyWeb completes a merger, acquisition, reverse merger, financing, or any other related transaction non-detrimental to the immediate future of EasyWeb, that leaves us in a position and direction better than we were prior to the transaction.

On December 10, 2004, the Company entered into a consulting services agreement whereby Summit will provide services including, but not limited to:

a. Mergers and acquisition;
b. Due diligence studies, reorganizations, divestitures;
c. Capital structures, banking methods and systems;
d. Periodic reporting as to the developments concerning the general financial markets and public securities markets and industry which may be relevant or of interest or concern to the Company or the Company's business;
e. Guidance and assistance in available alternatives for accounts receivable financing and/or other asset financing; and
f. Conclude business and transactions necessary to keep the Company current in all public filings, a-float and in business until an aforementioned business transaction is closed, to include lending funds to the Company when absolutely necessary as has been done over the prior three years at no charge, allowing the Company to survive.

Under the terms of the agreement, the Company has agreed to pay Summit a one-time fee of $120,000 on the date of closing of any transaction leaving the Company with a positive business directive and available finances, non-detrimental to the survival of the Company.

On October 1, 2004, the Company entered into a management consulting services agreement whereby the consultant, Matt Meister, will provide services including, but not limited to:

a. Mergers and acquisition;
b. Due diligence studies, reorganizations, divestitures;
c. Capital structures, banking methods and systems;
d. Periodic reporting as to the developments concerning the general financial markets and public securities markets and industry which may be relevant or of interest or concern to the Company or the Company's business;
e. Guidance and assistance in available alternatives for accounts receivable financing and/or other asset financing; and
f. Structural recommendations to assist the Company's capability to finance.

Under the terms of the agreement, the Company has agreed to pay the consultant a one-time fee of $120,000 on the date of closing of any of the above business transactions or any transaction giving the Company a valid financial direction.

(c) Organization

We are comprised of one corporation with no subsidiaries or parent entities.

(d) Operations

Our operations were very limited during the year ended December 31, 2004. We did not perform any services or earn any revenue during 2004.

(e) Proprietary Information

We have no proprietary information.

(f) Government Regulation

We are not subject to any material governmental regulation or approvals.

(g) Environmental Compliance

At the present time, we are not subject to any material costs for compliance with any environmental laws.

Item 2. DESCRIPTION OF PROPERTY

We maintain our offices at the business offices located at 6025 South Quebec Street, Suite #135, Englewood, Colorado 80111, of Summit, an affiliated corporation of which Mr. David C. Olson, the President, the Treasurer, a director and a controlling shareholder of EasyWeb, is the President, a director and the sole shareholder. Summit leases its offices from an unaffiliated company and shares the offices with that company and a number of other affiliated companies.

Summit has contributed the use of office space and administrative support (including reception, secretarial and bookkeeping services) to us for the years ended December 31, 2004 and 2003.

The office space and administrative support contributed by Summit has a fair market value of approximately $500 and $1,000 per month, respectively. We have recognized expenses for rent and administrative support based on fair market value. Any period in which the amount paid to Summit for office space and administrative support was below the fair market value, the remaining balance was considered contributed by Summit and recorded as a credit to additional paid-in capital in our financial statements. During the years ended December 31, 2004 and 2003, we paid Summit $-0- and $-0- for office space, respectively, and we paid Summit $173 and $510 for administrative support, respectively. Accordingly, Summit contributed the remaining fair values for the use of the office space and administrative support. Contributed office space totaled $6,000 and $6,000, and contributed administrative support totaled $11,827 and $11,490 for the years ended December 31, 2004 and 2003, respectively.

The office space we currently occupy is expected to be adequate to meet our foreseeable future needs. We own no real property.

Item 3. LEGAL PROCEEDINGS

No legal proceedings of a material nature to which we are a party were pending during the reporting period, and we know of no legal proceedings of a material nature, pending or threatened, or judgments entered against any of our directors or officers in their capacity as such.

Item 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

We did not submit any matter to a vote of security holders through solicitation of proxies or otherwise during the fourth quarter of the year covered by this report.

However, on February 28, 2005, the Company's shareholders approved the following proposals via proxy:

a. Reincorporate the Company in the State of Delaware;
b. Authorize the Board of Directors to implement a reverse stock split at a ratio no greater than 40:1;
c. Increase the Company's authorized capital by 250,000,000 shares (from 30,000,000 to 280,000,000); and,
d. Amend the articles of incorporation according to the approved proposals.

As of the date of this report, the Company's re-incorporation in the State of Delaware had not yet been finalized and no reverse stock split had yet been implemented.

PART II

Item 5. MARKET FOR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

(a) Principal Market or Markets

Our common stock is currently listed on the Over-The-Counter Bulletin Board ("OTC-BB") under the symbol ESYW.OB. Our stock had a bid price of $.10 at December 31, 2004; however, no trades have yet been conducted on the OTC-BB.

(b) Approximate Number of Holders of Common Stock

The number of holders of record of our Common Stock at December 31, 2004, was approximately 65.

(c) Common Stock Sales

During January 2005, we sold 430,000 shares of our common stock to an unrelated third party for $13,200, or $.03 per share.

During March 2004, we sold 240,000 shares of our common stock to an unrelated third party for $6,000, or $.025 per share.

During March 2003, we sold 200,000 shares of our common stock to an unrelated third party for $10,000, or $.05 per share.

(c) Dividends

Holders of our common stock are entitled to receive such dividends as may be declared by our Board of Directors. No dividends on the common stock were paid during the periods reported herein nor do we anticipate paying dividends in the foreseeable future.

(e) The Securities Enforcement and Penny Stock Reform Act of 1990

The Securities Enforcement and Penny Stock Reform Act of 1990 requires additional disclosure and documentation related to the market for penny stock and for trades in any stock defined as a penny stock. Unless we can acquire substantial assets and trade at over $5.00 per share on the bid, it is more likely than not that our securities, for some period of time, would be defined under the Act as a "penny stock." As a result, those who trade in our securities may be required to provide additional information about their fitness to trade our shares. Also, there is the requirement of a broker-dealer, prior to a transaction in a penny stock, to deliver a standardized risk disclosure document that provides information about penny stocks and the risks in the penny stock market. Further, a broker-dealer must provide the customer with current bid and offer quotations for the penny stock, the compensation of the broker-dealer and its salesperson in the transaction, and monthly account statements showing the market value of each penny stock held in the customer's account. These requirements present a substantial burden on any person or brokerage firm who plans to trade out securities and would thereby make it unlikely that any liquid trading market would ever result in our securities while provisions of this Act might be applicable to those securities.

(f) Blue Sky Compliance

The trading of penny stock companies may be restricted by the securities laws ("Blue Sky" laws) of the several states. Management is aware that a number of states currently prohibit the unrestricted trading of penny stock companies absent the availability of exemptions, which are in the discretion of the states' securities administrators. The effect of these states' laws would be to limit the trading market, if any, for our shares and to make resale of shares acquired by investors more difficult.

Item 6. MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

Forward-Looking Statements

The following discussion contains forward-looking statements regarding our Company, its business, prospects and results of operations that are subject to certain risks and uncertainties posed by many factors and events that could cause our actual business, prospects and results of operations to differ materially from those that may be anticipated by such forward-looking statements. Factors that may affect such forward-looking statements include, without limitation; our ability to successfully develop new products for new markets; the impact of competition on our revenues; changes in law or regulatory requirements that adversely affect or preclude clients from using our products for certain applications; delays our introduction of new products or services; and our failure to keep pace with emerging technologies.

When used in this discussion, words such as "believes", "anticipates", "expects", "intends" and similar expressions are intended to identify forward-looking statements, but are not the exclusive means of identifying forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this report. Our Company undertakes no obligation to revise any forward-looking statements in order to reflect events or circumstances that may subsequently arise. Readers are urged to carefully review and consider the various disclosures made by us in this report and other reports filed with the Securities and Exchange Commission that attempts to advise interested parties of the risks and factors that may affect our business.

General

EasyWeb's business plan is to design, market, sell and maintain customized and template, turnkey sites on the Internet, hosted by third parties. Our business plan is prepared based upon the popularity of the Internet and the growing number of businesses interested in advertising and marketing online. We have generated only $9,547 in revenue and have a retained deficit of $(285,483)

through December 31, 2004. We did not perform any services or earn any revenue during 2004.

Plan of Operation

Our future success will depend upon (1) our ability to locate and consummate a merger or acquisition with an operating company, (2) to finance any potential Internet opportunities and, ultimately, (3) to attain profitability. There is no assurance that we will be successful in consummating a merger or acquisition with an operating company, financing Internet investments, or attaining profitability. As of the date of this filing, we have had no discussions and no agreements have been reached with any third parties regarding such a business combination.

We are experiencing capital shortages and are currently dependent upon an affiliate, Summit Financial Relations, Inc. ("Summit"), which has paid expenses on our behalf, in order to maintain our limited operations. In addition, we have received working capital advances from Mr. Olson. There is no assurance that Summit or Mr. Olson will continue to pay our expenses and fund our operations in the future. As of December 31, 2004, we owed Summit and Mr. Olson $12,298 and $1,300, respectively.

As a result of our inability to generate significant revenue to date together with sizeable continuing operating expenses, access to capital may be unavailable in the future except from affiliated persons. If we are able to obtain access to outside capital in the future, it is expected to be costly because of high rates of interest and fees. Through December 31, 2004, in addition to the expenses paid by Summit and advances from Mr. Olson, we have been funded through the sale of our common stock for gross proceeds in the amount of $136,050 including proceeds of $6,000 through the sale of 240,000 shares of our common stock ($.025 per share) during March 2004. In addition, during January 2005, we sold 430,000 shares to unrelated investors for $13,200 and we sold, for $1,800, an option to purchase 1% of our outstanding common shares pursuant to an option agreement. Under terms of the option agreement, the holder may purchase, for an additional $1,000, 1% of the Company's outstanding common stock as of the exercise date. The option expires on June 7, 2005.

While our independent auditor has presented our financial statements on the basis that we are a going concern, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business over a reasonable length of time, they have noted that our significant operating losses and net capital deficit raise a substantial doubt about our ability to continue as a going concern.

Inflation

We believe that inflation has not had a material impact on our business.

Seasonality

We do not believe that our business is seasonal.

Item 7. FINANCIAL STATEMENTS

The report of the independent auditors on the financial statements appears at Page F-2 and the financial statements and accompanying footnotes appear at Pages F-3 through F-12 hereof. These financial statements and related financial information required to be filed hereunder commence on Page F-1 of this Form and are incorporated herein by this reference.

Item 8. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

There have been no disagreements between the Company and its independent accountants on any matter of accounting principles or financial statement disclosure.

Item 8A. CONTROLS AND PROCEDURES

We maintain a system of controls and procedures designed to provide reasonable assurance as to the reliability of the financial statements and other disclosures included in this report. As of December 31, 2004, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, management has evaluated the effectiveness of the design and operation of our disclosure controls and procedures. Based on that evaluation, the Chief Executive Officer and the Chief Financial Officer concluded that our disclosure controls and procedures were effective in timely alerting them to required information to be included in our periodic filings with the Securities and Exchange Commission. No significant changes were made to internal controls or other factors that could significantly affect those controls subsequent to the date of their evaluation.

CHANGES IN INTERNAL CONTROLS

There have been no changes in internal controls or in other factors that could significantly affect those controls subsequent to the date of their evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Item 8B. OTHER INFORMATION

No required disclosures.

PART III

Item 9. DIRECTORS, EXECUTIVE OFFICERS, PROMOTERS AND CONTROL PERSONS; COMPLIANCE WITH SECTION 16(a) OF THE EXCHANGE ACT.

(a) Directors and Executive Officers

The names and ages of our directors and executive officers are as follows:

Name	Age	Position
David C. Olson *	44	President, Treasurer and Director
David Floor	50	Director

* May be deemed a "promoter" and "parent" of our Company, as those terms are defined under the General Rules and Regulations promulgated under the Securities Act of 1933, as amended.

Directors hold office until our next annual shareholder meeting and until their respective successors have been elected and qualify. Officers serve at the pleasure of the Board of Directors. Mr. Olson devotes up to 25 percent of his time and effort to our business affairs and Mr. Floor devotes only such time as is necessary for him to perform his responsibilities as a director of our Company.

We currently have no committees, which is why we do not have an Audit Committee Financial Expert.

No family relationship exists between or among our executive officers and directors.

(b) Business Experience

David C. Olson has served as the President, the Treasurer and a director of EasyWeb since March 11, 1999. Since May 1997, Mr. Olson has been President of

Summit Financial Relations, Inc., a business consulting and investor relations firm located in Englewood, Colorado. From January 1993 until May 1997, Mr. Olson held various positions including national sales manager at Cohig and Associates, Inc. (now part of EastBrokers International, Inc.), a securities broker-dealer firm in Englewood, Colorado with 265 brokers and offices in 23 states which specialize in small cap and growth stocks. Mr. Olson has not been associated with any brokerage firm since May 1997.

David Floor has served as a director of EasyWeb since May 2004. From 2002 to present, Mr. Floor has been an independent consultant to private corporations as well as public companies. From 1970 to 2002, Mr. Floor was a stockbroker and securities trader in Salt Lake City, Utah. During those years his securities licenses included NASD Series 7, NASD Series 55, and a Series 63 from the State of Utah.

SECTION 16(A) BENEFICIAL REPORTING COMPLIANCE

Section 16(a) of the Securities Exchange Act of 1934 requires the Company's directors and executive officers, and persons who own more than 10% of a registered class of the Company's equity securities to file with the Securities and Exchange Commission initial reports of ownership and reports of changes in ownership of Common Stock and other equity securities of the Company. Officers, directors and greater than 10% shareholders are required by SEC regulations to furnish the Company with copies of all Section 16(a) forms they file.

To the Company's knowledge, based solely on its review of the copies of such reports furnished to the Company and written representations that no other reports were required during the year ended December 31, 2004, we believe that there was compliance with all filing requirements of Section 16(a) applicable to our officers, directors and 10% stockholders during fiscal 2004.

CODE OF ETHICS

The Company has always encouraged its employees, including officers and directors to conduct business in an honest and ethical manner. Additionally, it has always been the Company's policy to comply with all applicable laws and provide accurate and timely disclosure. Despite the foregoing, we currently do not have a formal written code of ethics for either our directors or employees. We do not have a formal written code of ethics because we currently only have two employees, both of whom are only employed on a part-time basis. Both employees are held to the highest degree of ethical standards. Once we locate a suitable merger candidate, we will adopt a written code of ethics for all of our directors, executive officers and employees.

Item 10. EXECUTIVE COMPENSATION

No cash compensation has been awarded to, earned by or paid to Messrs. David C. Olson and David Floor, President/Treasurer/director and a director of EasyWeb, respectively, for all services rendered in all capacities to EasyWeb since our inception on September 24, 1998. It is anticipated that, for the foreseeable future, none of our officers or directors will receive cash compensation for services to EasyWeb in their capacities of executive officer and/or director.

On December 9, 2004, we entered into an employment agreement with Mr. Olson. Under the terms of the agreement, we have agreed to pay Mr. Olson a one-time fee of $100,000 if and when EasyWeb completes a merger, acquisition, reverse merger, financing, or any other related transaction non-detrimental to the immediate future of EasyWeb, that leaves us in a position and direction better than we were prior to the transaction.

See Part I, Item 2. "Description of Property," for a description of the administrative support transactions between EasyWeb and Summit Financial Relations, Inc., an affiliated company of which Mr. Olson is the President, a

director and the sole shareholder. We paid Summit $173 and $510 during the years ended December 31, 2004 and 2003, respectively, for use of administrative support services at Summit's offices.

On May 13, 2004, the Company issued 400,000 restricted common shares to Summit valued at $10,000, or $.025 per share, as a repayment for expenses paid on behalf of EasyWeb. The shares were valued based on contemporaneous sales to unrelated third party investors. As the sole shareholder of Summit, Mr. Olson benefited indirectly from the above payments to Summit.

Under Colorado law and pursuant to our Articles of Incorporation, the officers and directors of EasyWeb may be indemnified for various expenses and damages resulting from their acting in such capacity. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to our officers or directors pursuant to those provisions, EasyWeb has been informed by our counsel that, in the opinion of the Securities and Exchange Commission, such indemnification is against public policy as expressed in the Securities Act of 1933 and is therefore unenforceable.

Incentive Stock Option Plan

Effective as of March 11, 1999, Mr. David C. Olson, our then sole director and shareholder, approved the Incentive Stock Option Plan (the "Plan") reserving an aggregate of 175,000 shares of common stock for issuance upon the exercise of stock options granted to our employees, consultants and non-employee members of the Board of Directors under the Plan. The purpose of the Plan is to promote the growth and general prosperity of EasyWeb by permitting us to grant options exercisable to purchase shares of common stock to our employees, consultants and non-employee members of the Board of Directors.

Pursuant to the Plan, we may grant incentive stock options within the meaning of Section 422A of the Internal Revenue Code of 1986, as amended, to employees as well as non-qualified stock options to employees, officers, directors and consultants. The Plan provides for administration by our Board of Directors or by a committee that comprises disinterested members of the Board of Directors. The Board or the committee selects the optionees, authorizes the grant of options and determines the number of underlying shares of common stock, the exercise price, the term (not to exceed ten years) and any other terms and conditions of the options. The Board of Directors administers the plan.

The exercise price of each stock option under the Plan must be at least 100 percent of the fair market value of the shares of common stock on the date of grant as determined by the Board of Directors. Each incentive stock option may be exercisable for a period, as determined by the Board of Directors, but not in excess of ten years from the date of grant. The exercise price of all incentive stock options granted under the Plan to shareholders possessing more than 10 percent of the total combined voting power of all classes of our stock must be less than 110 percent of the fair market value of the shares of common stock on the date of grant and those options may be exercisable for a period not in excess of five years from the date of grant. All options granted under the Plan are non-transferable and may be exercised only by the optionee or the optionee's estate.

There is no limit on the number of shares with respect to which options may be granted under the Plan to any participating employee. However, the aggregate fair market value of shares of common stock (determined on the date the option is granted) with respect to which incentive stock options become exercisable for the first time by an individual option holder during any calendar year (under all such plans maintained by EasyWeb) may not exceed $100,000.

Options granted under the Plan may be exercised within twelve months after the date of an optionee's termination of employment by reason of his death or disability, or within three months after the date of termination by reason of retirement or voluntary termination approved by the Board of Directors, but only to the extent the option was otherwise exercisable on the date of termination. In the event an optionee's employment is terminated for any reason other than

death, disability, retirement or voluntary termination approved by the Board of Directors, the optionee's option terminates thirty days after the date of such termination.

The Plan will terminate on February 24, 2009. The Plan may be amended by the Board of Directors without shareholder approval, except that no amendment that increases the maximum aggregate number of shares that may be issued under the Plan or changes the class of employees who are eligible to participate in the Plan, can be made without the approval of our shareholders. As of December 31, 2004, 100,000 options were outstanding and exercisable. These options were granted on December 20, 2001 to Terry Romero, a consultant. Options granted under the Plan, and shares of common stock issued upon the exercise of any those options, will not be registered with the U.S. Securities and Exchange Commission under the Securities Act of 1933. These securities will be offered pursuant to the exemption from registration provided by Regulation D promulgated under Sections 3(b) and 4(2) of, or other available exemption under, the Securities Act of 1933. Accordingly, resales of the securities will be subject to the registration requirements of Section 5 of, and Rule 144 of the General Rules and Regulations promulgated under, the Securities Act of 1933.

The Plan provides that the number of shares of common stock underlying each option and the exercise price of the option shall be proportionately adjusted in the event of a stock split, reverse stock split, stock dividend or similar capital adjustment that is effected without receipt of additional consideration by EasyWeb.

Compensation of Directors

Directors of EasyWeb receive no compensation pursuant to any standard arrangement for their services as directors. However, directors who are not officers may be paid an annual fee or a fee per meeting of the Board of Directors in an amount to be determined in the future by the Board of Directors. During the year ended December 31, 2004, we issued Mr. David Floor 200,000 shares of our common stock in exchange for director's fees. The shares were valued based on contemporaneous sales to unrelated third party investors at $5,000, or $.025 per share.

Employment Agreements

On December 10, 2004, we entered into a management consulting services agreement with Mr. Floor. Under the terms of the agreement, the Company has agreed to pay Mr. Floor a one-time fee of $10,000 plus expenses, upon the closing of any transaction leaving EasyWeb with a positive business directive and available finances, non-detrimental to the survival of EasyWeb.

On December 9, 2004, we entered into an employment agreement with Mr. Olson. Under the terms of the agreement, we have agreed to pay Mr. Olson a one-time fee of $100,000 if and when EasyWeb completes a merger, acquisition, reverse merger, financing, or any other related transaction non-detrimental to the immediate future of EasyWeb, that leaves us in a position and direction better than we were prior to the transaction.

On December 10, 2004, the Company entered into a consulting services agreement whereby Summit will provide services including, but not limited to:

a. Mergers and acquisition;
b. Due diligence studies, reorganizations, divestitures;
c. Capital structures, banking methods and systems;
d. Periodic reporting as to the developments concerning the general financial markets and public securities markets and industry which may be relevant or of interest or concern to the Company or the Company's business;
e. Guidance and assistance in available alternatives for accounts receivable financing and/or other asset financing; and

f. Conclude business and transactions necessary to keep the Company current in all public filings, a-float and in business until an aforementioned business transaction is closed, to include lending funds to the Company when absolutely necessary as has been done over the prior three years at no charge, allowing the Company to survive.

Under the terms of the agreement, the Company has agreed to pay Summit a one-time fee of $120,000 on the date of closing of any transaction leaving the Company with a positive business directive and available finances, non-detrimental to the survival of the Company.

Long-Term Incentive Plans

None.

Item 11. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Beneficial Owners

The following table sets forth information regarding beneficial ownership as of February 25, 2005, of our common stock by any person who is known by us to be the beneficial owner of more than five (5%) percent of our voting securities, by each Director of the Registrant, and by officers and Directors of the Registrant as a group. Under the General Rules and Regulations of the Commission, a person is deemed to be the beneficial owner of a security if the person has or shares the power to vote or direct the voting, or dispose or direct the disposition, of the security. As of February 25, 2005, there were 6,176,200 common shares issued and outstanding.

All ownership is beneficial and on record and all beneficial owners listed below have sole voting and investment power with respect to the shares shown, unless otherwise indicated.

Beneficial Owner	Shares Beneficially Owned (1)	Percentage of Class (1)
David C. Olson (2) (3) 6025 South Quebec Street, Suite 135 Englewood, Colorado 80111	2,160,333	34.98%
David Floor (3) 5820 South Tolcate Woods Lane Salt Lake City, Utah 84121	200,000	3.24%
Thomas M. Vickers 6025 South Quebec Street, Suite 135 Englewood, Colorado 80111	410,000	6.64%
Brent Henshaw 6610 E. Colorado Drive Denver, CO 80224	548,333	8.88%
Robert J. Zappa 15129 E. Cholla Crest Trail Fountain Hills, AZ 85268	964,000	15.61%
All executive officers and directors as a group	2,360,333	38.22%

(1) Represents the number of shares of common stock owned of record and beneficially by each named person or group, expressed as a percentage of 6,176,200 shares of our common stock issued and outstanding as of February 25, 2005.

(2) Executive officer of the Company.

(3) Member of the Board of Directors of the Company.

The following table provides information related to equity compensation plans as of December 31, 2004:

Plan Category	Number of Securities to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	Weighted-Average Exercise Price of Outstanding Options, Warrants and Rights	Number of Securities Remaining Available for Future Issuance Under Equity Compensation Plans
Equity compensation plans approved by security holders....	100,000	$ 0.25	75,000
Equity compensation plans not approved by security holders.	-0-	N/A	-0-

Changes in Control

The Company knows of no arrangement, including the pledge by anyone of any securities of the Company that may result in a change in control.

Item 12. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Because of their management positions, organizational efforts and/or percentage share ownership in EasyWeb, Messrs. Olson and Zappa may be deemed to be "parents" and "promoters" of the Company, as those terms are defined in the Securities Act of 1933 and the applicable Rules and Regulations under the Securities Act of 1933. Because of the above-described relationships, transactions between and among EasyWeb and Messrs. Olson and Zappa, such as the sale of our common stock to each of them as described above, should not be considered to have occurred at arm's-length.

Common Stock Transactions

On May 13, 2004, the Company issued 400,000 restricted common shares to Summit valued at $10,000, or $.025 per share. The shares were valued based on contemporaneous sales to unrelated third party investors. David Olson, our President is also Summit's President, director and sole shareholder. The shares were issued pursuant to the exemption from the registration requirements of the Securities Act provided by Section 4(2) of the Act for transactions by an issuer not involving a public offering.

During May 2004, the Company issued 200,000 to Thomas Olson, the brother of David Olson, in exchange for corporate governance services. The shares were valued based on contemporaneous sales to unrelated third party investors, or $.025 per share. The Company recorded stock-based compensation of $5,000 related to the transaction. The shares were issued pursuant to the exemption from the registration requirements of the Securities Act provided by Section 4(2) of the Act for transactions by an issuer not involving a public offering.

During May 2004, the Company issued 200,000 to David Floor in exchange for director fees. The shares were valued based on contemporaneous sales to unrelated third party investors, or $.025 per share. The Company recorded stock-based compensation of $5,000 related to the transaction. The shares were issued pursuant to the exemption from the registration requirements of the Securities Act provided by Section 4(2) of the Act for transactions by an issuer not involving a public offering.

During January 2002, we sold 33,333 and 16,667 shares of our common stock to Mr. Olson and Ms. Petrinsky, respectively, at $.03 per share (gross proceeds totaling $1,500). At the time of issuance, both Mr. Olson and Ms. Petrinsky were

officers of EasyWeb. In addition to the 50,000 shares sold to Mr. Olson and Ms. Petrinsky, we sold 500,000 shares of our common stock to unrelated third parties for gross proceeds totaling $15,000, or $.03 per share. The shares were issued pursuant to the exemption from the registration requirements of the Securities Act provided by Section 4(2) of the Act for transactions by an issuer not involving a public offering.

Office Space and Administrative Support

Summit has contributed the use of office space and administrative support (including reception, secretarial and bookkeeping services) to us for the years ended December 31, 2004 and 2003. Our President is also the President, director and sole shareholder of Summit.

The office space and administrative support contributed by Summit has a fair market value of approximately $500 and $1,000 per month, respectively. We have recognized expenses for rent and administrative support based on fair market value. Any period in which the amount paid to Summit for office space and administrative support was below the fair market value, the remaining balance was considered contributed by Summit and recorded as a credit to additional paid-in capital in our financial statements. During the years ended December 31, 2004 and 2003, we paid Summit $-0- and $-0- for office space, respectively, and we paid Summit $173 and $510 for administrative support, respectively. Accordingly, Summit contributed the remaining fair values for the use of the office space and administrative support. Contributed office space totaled $6,000 and $6,000, and contributed administrative support totaled $11,827 and $11,490 for the years ended December 31, 2004 and 2003, respectively.

Liabilities

In August and December 2004, Mr. Olson loaned us a total of $1,300 for working capital. The loans carry no interest rate and are due on demand.

At December 31, 2003, the Company owed Summit $18,111 for professional fees and other administrative expenses paid on behalf of EasyWeb. During the year ended December 31, 2004, Summit paid expenses totaling $4,187 on EasyWeb's behalf. On May 13, 2004, we issued 400,000 restricted common shares to Summit valued at $10,000, or $.025 per share. The shares were valued based on contemporaneous sales to unrelated third party investors. As of December 31, 2004, we owed Summit $12,298.

Employment Agreements

On December 10, 2004, we entered into a management consulting services agreement with Mr. Floor. Under the terms of the agreement, the Company has agreed to pay Mr. Floor a one-time fee of $10,000 plus expenses, upon the closing of any transaction leaving EasyWeb with a positive business directive and available finances, non-detrimental to the survival of EasyWeb.

On December 9, 2004, we entered into an employment agreement with Mr. Olson. Under the terms of the agreement, we have agreed to pay Mr. Olson a one-time fee of $100,000 if and when EasyWeb completes a merger, acquisition, reverse merger, financing, or any other related transaction non-detrimental to the immediate future of EasyWeb, that leaves us in a position and direction better than we were prior to the transaction.

On December 10, 2004, the Company entered into a consulting services agreement whereby Summit will provide services including, but not limited to:

a. Mergers and acquisition;
b. Due diligence studies, reorganizations, divestitures;
c. Capital structures, banking methods and systems;

d. Periodic reporting as to the developments concerning the general financial markets and public securities markets and industry which may be relevant or of interest or concern to the Company or the Company's business;
e. Guidance and assistance in available alternatives for accounts receivable financing and/or other asset financing; and
f. Conclude business and transactions necessary to keep the Company current in all public filings, a-float and in business until an aforementioned business transaction is closed, to include lending funds to the Company when absolutely necessary as has been done over the prior three years at no charge, allowing the Company to survive.

Under the terms of the agreement, the Company has agreed to pay Summit a one-time fee of $120,000 on the date of closing of any transaction leaving the Company with a positive business directive and available finances, non-detrimental to the survival of the Company.

Item 13. EXHIBITS

(a) Exhibits:

Exhibit Number	Description
3.1	Articles of Incorporation of Net Escapes, Inc. (Incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form 10SB12G filed on February 13, 2001.)
3.2	Articles of Amendment to the Articles of Incorporation of Net Escapes, Inc. (Incorporated by reference to Exhibit 3.2 to the Company's Registration Statement on Form 10SB12G filed on February 13, 2001.)
10.1*	Employment Agreement with David Olson
10.2*	Management Consulting Services Agreement with David Floor
10.3*	Management Consulting Services Agreement with Matt Meister
10.4*	Management Consulting Services Agreement with Summit Financial Relations
10.5*	Incentive Stock Option Plan
22.1	Schedule 14A (Incorporated by reference to the Company's Schedule 14A filed on January 28, 2005.)
31.1*	Certification of Chief Executive Officer and Chief Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as amended.
32.1*	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* Filed herewith.

(b) Reports on Form 8-K:

None.

Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

1. Audit and audit-Related Fees

During the year ended December 31, 2004, the Company's principal accountant billed $6,385 in fees that were directly associated with the preparation of annual audit reports and quarterly review reports.

During the year ended December 31, 2003, the Company's principal accountant billed $6,350 in fees that were directly associated with the preparation of annual audit reports and quarterly review reports.

2. Tax Fees

During the year ended December 31, 2004, the Company's principal accountant billed $-0- in fees that were directly associated with the preparation of tax filings.

During the year ended December 31, 2003, the Company's principal accountant billed $-0- in fees that were directly associated with the preparation of filings.

3. All Other Fees

The Company's principal accountant did not bill any other fees during the years ended December 31, 2004 and 2003.

4. The officers and directors of EasyWeb have determined that the services provided by our Company's principal accountant, as referred to in the above paragraphs, are compatible with maintaining the principal accountant's independence.

AUDIT COMMITTEE'S PRE-APPROVAL POLICIES AND PROCEDURES

Due to the fact that EasyWeb has only two active officers and two directors, the Company does not have an audit committee at this time.

PERCENTAGE OF HOURS EXPENDED

All hours expended on the principal accountant's engagement to audit the registrant's financial statements for the most recent fiscal year were attributable to work performed by persons that are the principal accountant's full-time, permanent employees.

SIGNATURES

In accordance with Section 13 or 15(d) of the Exchange Act, the Registrant has caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

(Registrant): EASYWEB, INC.

By: /s/ David C. Olson Date: March 22, 2005
David C. Olson
President

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, this Report has been signed below by the following persons in the capacities and on the dates indicated.

By: /s/ David C. Olson Date: March 22, 2005
David C. Olson
President

EASYWEB, INC.
INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders:
EasyWeb, Inc.

We have audited the accompanying balance sheet of EasyWeb, Inc. as of December 31, 2004, and the related statements of operations, shareholders' deficit and cash flows for the years ended December 31, 2004 and 2003. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of EasyWeb, Inc. as of December 31, 2004, and the results of its operations and its cash flows for the years ended December 31, 2004 and 2003 in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has a net capital deficit at December 31, 2004 and has suffered significant operating losses since inception. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management's plans regarding those matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Cordovano and Honeck, LLP
Denver, Colorado
February 19, 2005

EASYWEB, INC.
BALANCE SHEET

DECEMBER 31, 2004

ASSETS

Current Assets:	
Cash	$ 21

LIABILITIES AND SHAREHOLDERS' DEFICIT

Current Liabilities:	
Accounts payable	$ 63
Accrued liabilities	7,385
Due to officer (Note 2)	1,300
Due to affiliate (Note 2)	12,298
Total current liabilities	21,046
Shareholders' deficit (Notes 4 and 6):	
Common stock, no par value; 30,000,000 shares authorized, 5,746,200 shares issued and outstanding	156,050
Stock options outstanding	20,600
Additional paid-in capital	87,808
Retained deficit	(285,483)
Total shareholders' deficit	(21,025)
	$ 21

See accompanying notes to financial statements

EASYWEB, INC.
STATEMENTS OF OPERATIONS

	FOR THE YEARS ENDED DECEMBER 31,	
	2004	2003
Operating expenses:		
Stock-based compensation (Note 2):		
Director fees	$ 5,000	$ --
Related party	5,000	--
Contributed rent (Note 2)	6,000	6,000
Administrative support	173	510
Contributed administrative support (Note 2)	11,827	11,490
Professional fees	8,535	12,812
Web site consulting and maintenance	150	120
Dues and subscriptions	1,200	2,975
Depreciation and amortization	--	486
Other	1,281	1,449
Total operating expenses	39,166	35,842
Loss before income taxes	(39,166)	(35,842)
Income tax provision (Note 3)	--	--
Net loss	$ (39,166)	$ (35,842)
Basic and diluted loss per share	$ (0.01)	$ (0.01)
Basic and diluted weighted average common shares outstanding	5,439,533	4,672,867

See accompanying notes to financial statements

EASYWEB, INC.
STATEMENT OF CHANGES IN SHAREHOLDERS' DEFICIT

	Common Stock		Outstanding Stock Options	Additional Paid-In Capital	Retained Deficit	Total
	Shares	Amount				
Balance at January 1, 2003	4,506,200	$ 120,050	$ 20,600	$ 52,491	$(210,475)	$ (17,334)
March 2003, sale of common stock ($.05/share) (Note 4)	200,000	10,000	--	--	--	10,000
Office space and administrative support contributed by an affiliate (Note 2)	--	--	--	17,490	--	17,490
Net loss, year ended December 31, 2003	--	--	--	--	(35,842)	(35,842)
Balance at December 31, 2003	4,706,200	130,050	20,600	69,981	(246,317)	(25,686)
March 2004, sale of common stock ($.025/share) (Note 4)	240,000	6,000	--	--	--	6,000
May 2004, common stock issued to an affiliate to repay obligations ($.025/share) (Note 2)	400,000	10,000	--	--	--	10,000
May 2004, common stock issued to a related party in exchange for services ($.025/share) (Note 2)	200,000	5,000	--	--	--	5,000
May 2004, common stock issued to a director in exchange for director fees ($.025/share) (Note 2)	200,000	5,000	--	--	--	5,000
Office space and administrative support contributed by an affiliate (Note 2)	--	--	--	17,827	--	17,827
Net loss, year ended December 31, 2004	--	--	--	--	(39,166)	(39,166)
Balance at December 31, 2004	5,746,200	$ 156,050	$ 20,600	$ 87,808	$(285,483)	$ (21,025)

See accompanying notes to financial statements

EASYWEB, INC.
STATEMENT OF CASH FLOWS

	FOR THE YEARS ENDED DECEMBER 31,	
	2004	2003
Cash flows from operating activities:		
Net loss	$ (39,166)	$ (35,842)
Adjustments to reconcile net loss to net cash used by operating activities:		
Depreciation and amortization	--	486
Stock-based compensation	10,000	--
Office space and administrative support contributed by an affiliate (Note 2)	17,827	17,490
Changes in operating assets and liabilities:		
Accounts payable, accrued expenses and due to affiliate	4,027	8,534
Net cash used in operating activities	(7,312)	(9,332)
Cash flows from financing activities:		
Proceeds on loans from related parties	1,300	--
Repayment of related party loans	--	(650)
Proceeds from the sale of common stock	6,000	10,000
Net cash provided by financing activities	7,300	9,350
Net change in cash	(12)	18
Cash, beginning of period	33	15
Cash, end of period	$ 21	$ 33
Supplemental disclosure of cash flow information: Cash paid during the year for:		
Income taxes	$ --	$ --
Interest	$ --	$ --
Non-cash investing and financing transactions:		
Common stock issued to an affiliate to repay obligations (Note 2)	$ 10,000	$ --

See accompanying notes to financial sttements

(1) ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES WITH BASIS OF PRESENTATION

ORGANIZATION

EasyWeb, Inc. (referenced as "we", "us", "our" in the accompanying footnotes) was incorporated in Colorado on September 24, 1998 under the name NetEscapes, Inc. Our name was changed to EasyWeb, Inc. on February 2, 1999. We design, market, sell and maintain web sites on the Internet, which are built and hosted by third party consultants. Our operations were very limited during the year ended December 31, 2003. We did not perform any services or earn any revenue during 2004 due to the lack of working capital.

As of December 31, 2004, we have a net capital deficit and have suffered significant operating losses since inception, which raises substantial doubt about our ability to continue as a going concern. The financial statements do not include any adjustments relating to the recoverability and classification of liabilities that might be necessary should we be unable to continue as a going concern. Inherent in our business are various risks and uncertainties, including our limited operating history, historical operating losses, and dependence upon our officers and strategic alliances. We are currently dependent upon an affiliate, Summit Financial Relations, Inc. ("Summit"), which has paid expenses on our behalf, in order to maintain our limited operations. Our president has also advanced us working capital to maintain our limited operations. There is no assurance that Summit or our president will continue to pay our expenses in the future.

Our future success will be dependent upon our ability (1) to locate and consummate a merger or acquisition with an operating company, (2) to finance Internet opportunities and, ultimately, (3) to attain profitability. There is no assurance that we will be successful in consummating a merger or acquisition with an operating company, financing Internet investments, or attaining profitability. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

CASH EQUIVALENTS AND FAIR VALUE OF FINANCIAL INSTRUMENTS

For the purposes of the statement of cash flows, we consider all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents. We had no cash equivalents at December 31, 2004.

The carrying amounts of cash, accounts payable and accrued liabilities approximate fair value due to the short-term maturity of the instruments.

USE OF ESTIMATES

The preparation of the financial statements in conformity with generally accepted accounting principals requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities; disclosure of contingent assets and liabilities at the date of the financial statements; and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

INTANGIBLE ASSETS AND AMORTIZATION

Our intangible assets consist of computer software and web site development costs. We capitalize internal and external costs incurred to develop its web site during the application development stage in accordance with Statement of Position 98-1, "Accounting for the Costs of Computer Software Developed or Obtained for Internal Use". Capitalized web site development costs are amortized over an estimated life of three years commencing on the date the software is ready for its intended use. We commenced amortization of our web site development costs on April 11, 2000. The web site development costs were fully amortized as of December 31, 2003. Amortization expense totaled $-0- and $486, respectively, for the years ended December 31, 2004 and 2003.

In addition, we have adopted the Emerging Issues Task Force Issue No. 00-2 ("EITF 00-2"), "Accounting for Web Site Development Costs". EITF 00-2 requires the implementation of SOP 98-1 when software is used by a vendor in providing a service to a customer but the customer does not acquire the software or the right to use it.

IMPAIRMENTS ON LONG-LIVED ASSETS

We evaluate the carrying value of our long-lived assets under the provisions of SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets". Statement No. 144 requires impairment losses to be recorded on long-lived assets used in operations when indicators of impairment are present and the undiscounted future cash flows estimated to be generated by those assets are less than the assets' carrying amount. If such assets are impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. Assets to be disposed of are reported at the lower of the carrying value or fair value, less costs to sell.

LOSS PER COMMON SHARE

We account for loss per share under the provisions of SFAS No. 128, "Earnings Per Share". Under SFAS No. 128, net loss per share-basic excludes dilution and is determined by dividing income available to common shareholders by the weighted average number of common shares outstanding during the period. Net loss per share-diluted reflects the potential dilution that could occur if securities and other contracts to issue common stock were exercised or converted into common stock. Common stock options outstanding at December 31, 2004 were not included in the diluted loss per share as all 100,000 options were anti-dilutive. Therefore, basic and diluted losses per share at December 31, 2004 were equal.

ADVERTISING BARTER TRANSACTIONS

We report our advertising barter transactions in accordance with EITF 99-17, "Accounting for Advertising Barter Transactions". Under EITF 99-17, revenue and expense should be recognized at fair value from an advertising barter transaction only if the fair value of the advertising surrendered in the transaction is determinable based on the entity's own historical transactions involving cash. We did not recognize any revenues or expenses in connection with our advertising barter transactions for the periods presented.

STOCK-BASED COMPENSATION

We account for stock-based compensation arrangements in accordance with SFAS No. 123, "Accounting for Stock-Based Compensation," which permits entities to recognize as expense, over the vesting period, the fair value of all stock-based awards on the date of grant. Alternatively, SFAS No. 123 allows entities to continue to apply the provisions of Accounting Principle Board ("APB") Opinion No. 25 and provide pro forma net earnings (loss) disclosures for employee stock option grants as if the fair value-based method defined in SFAS No. 123 had been applied. We have elected to continue to apply the provisions of APB Opinion No. 25 and provide the pro forma disclosure provisions of SFAS No. 123. We did not report pro forma disclosures in the accompanying financial statements as the Company did not grant any employee stock options as of December 31, 2004.

INCOME TAXES

Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes related primarily to differences between the recorded book basis and the tax basis of assets and liabilities for financial and income tax reporting. The deferred tax assets and liabilities represent the future tax return consequences of those differences, which will either be taxable or deductible when the assets and liabilities are recovered or settled. Deferred taxes are also recognized for operating losses that are available to offset future taxable income and tax credits that are available to offset future federal income taxes.

RECENT ACCOUNTING STANDARDS

In December 2004, the Financial Accounting Standards Board ("FASB") issued SFAS No. 153, "Exchanges of Nonmonetary Assets - an amendment of APB Opinion No. 29." This Statement eliminates the exception for nonmonetary exchanges of similar productive assets and replaces it with a general exception for exchanges of nonmonetary assets that do not have commercial substance. A nonmonetary exchange has commercial substance if the future cash flows of the entity are expected to change significantly as a result of the exchange. This Statement is effective for nonmonetary asset exchanges occurring in fiscal periods beginning after June 15, 2005. We do not expect the application of SFAS No. 153 to have a material affect on our financial statements.

In December 2004, the FASB issued a revision to SFAS No. 123, "Share-Based Payment." This Statement supercedes APB Opinion No. 25, "Accounting for Stock Issued to Employees" and its related implementation guidance. It establishes standards for the accounting for transactions in which an entity exchanges its equity instruments for goods or services. It also addresses transactions in which an entity incurs liabilities in exchange for goods or services that are based on the fair value of the entity's equity instruments or that may be settled by the issuance of those equity instruments. This Statement does not change the accounting guidance for share-based payment transactions with parties other than employees provided in Statement No. 123 as originally issued and EITF Issue No. 96-18. This Statement is effective for public entities that file as small business issuers as of the beginning of the first fiscal period that begins after December 15, 2005. We do not expect the application of SFAS No. 123 (revised) to have a material affect on our financial statements.

(2) RELATED PARTY TRANSACTIONS

LIABILITIES

In August and December 2004, an officer loaned us a total of $1,300 for working capital. The loans carry no interest rate and are due on demand. The $1,300 is included in the accompanying financial statements as "Due to officer".

At December 31, 2003, the Company owed Summit $18,111 for professional fees and other administrative expenses paid on behalf of the Company. During the year ended December 31, 2004, Summit paid expenses totaling $4,187 on behalf of the Company. On May 13, 2004, the Company issued 400,000 restricted common shares to Summit valued at $10,000, or $.025 per share. The shares were valued based on contemporaneous sales to unrelated third party investors. As of December 31, 2004, the Company owed the affiliate $12,298, which is included in the accompanying financial statements as "Due to affiliate".

COMMON STOCK

During May 2004, the Company issued 200,000 to the brother of the Company's principal executive officer in exchange for corporate governance services. The shares were valued based on contemporaneous sales to unrelated third party investors, or $.025 per share. The Company recorded stock-based compensation of $5,000 related to the transaction.

During May 2004, the Company issued 200,000 to a director in exchange for director fees. The shares were valued based on contemporaneous sales to unrelated third party investors, or $.025 per share. The Company recorded stock-based compensation of $5,000 related to the transaction.

RENT AND ADMINISTRATIVE SUPPORT

Rent

Summit contributed office space to us during the years ended December 31, 2004 and 2003. Our management has estimated the fair market value of the office space at $500 per month, which is included in the accompanying financial statements as "Contributed rent" with an offsetting credit to "Additional paid-in capital".

Administrative support

Summit contributed administrative services to the Company during the years ended December 31, 2004 and 2003. Our management has estimated the fair market value of the services at $1,000 per month, which is included in the accompanying condensed financial statements as "Contributed administrative support" with an offsetting credit to "Additional paid-in capital". We paid Summit $173 and $510, respectively, for services during the years ended December 31, 2004 and 2003; therefore, contributed administrative support totaled $11,827 and $11,490 for the years ended December 31, 2004 and 2003, respectively.

SERVICE AGREEMENTS

The Company entered into three service agreements with an officer, director and an affiliate (see Note 5).

(3) INCOME TAXES

A reconciliation of U.S. statutory federal income tax rate to the effective rate is as follows:

	Years Ended December 31,	
	2004	2003
U.S. statutory federal rate.....	15.00%	15.00%
State income tax rate, net of federal benefit...	3.94%	3.94%
Permanent differences.....	-8.62%	-9.24%
Net operating loss for which no tax benefit is currently available.....	-10.32%	-9.70%
	0.00%	0.00%

At December 31, 2004, deferred taxes consisted of a net tax asset of $41,983 due to operating loss carryforwards of $209,315, which was fully allowed for, in the valuation allowance of $41,983. The valuation allowance offsets the net deferred tax asset for which there is no assurance of recovery. The changes in the valuation allowance for the years ended December 31, 2004 and 2003 were $4,041 and $3,475, respectively. Net operating loss carryforwards will expire through 2024.

The valuation allowance will be evaluated at the end of each year, considering positive and negative evidence about whether the asset will be realized. At that time, the allowance will either be increased or reduced; reduction could result in the complete elimination of the allowance if positive evidence indicates that the value of the deferred tax asset is no longer impaired and the allowance is no longer required.

Should we undergo an ownership change, as defined in Section 382 of the Internal Revenue Code, our net tax operating loss carryforwards generated prior to the ownership change will be subject to an annual limitation which could reduce or defer the utilization of those losses.

(4) SHAREHOLDERS' DEFICIT

SALE OF COMMON STOCK

During March 2004, we sold 240,000 shares of our common stock to an unrelated investor for $6,000, or $.025 per share.

During March 2003, we sold 200,000 shares of our common stock to an unrelated investor for $10,000, or $.05 per share.

STOCK OPTION PLAN

We have adopted an incentive stock option plan for the benefit of key personnel and others providing significant services. An aggregate of 175,000 shares of common stock has been reserved under the plan. Options granted pursuant to the plan will be exercisable at a price no less than 100 percent of fair market value of a common share on the date of grant.

Following is a schedule of changes in our outstanding stock options for years ended December 31, 2004 and 2003:

Description	Options	Options Exercisable	Weighted Avg Exercise Price	Weighted Avg Remaining Life
Outstanding at January 1, 2003...	100,000	100,000	$0.25	9 years
Granted.....	-	-	-	-
Exercised.....	-	-	-	-
Expired/Cancelled.....	-	-	-	-
Outstanding at December 31, 2003.	100,000	100,000	$0.25	8 years
Granted.....	-	-	-	-
Exercised.....	-	-	-	-
Expired/Cancelled.....	-	-	-	-
Outstanding at December 31, 2004.	100,000	100,000	$0.25	7 years

(5) COMMITMENTS

On October 1, 2004, the Company entered into a management consulting services agreement whereby the consultant will provide services including, but not limited to:

a. Mergers and acquisition;
b. Due diligence studies, reorganizations, divestitures;
c. Capital structures, banking methods and systems;
d. Periodic reporting as to the developments concerning the general financial markets and public securities markets and industry which may be relevant or of interest or concern to the Company or the Company's business;
e. Guidance and assistance in available alternatives for accounts receivable financing and/or other asset financing; and
f. Structural recommendations to assist the Company's capability to finance.

Under the terms of the agreement, the Company has agreed to pay the consultant a one-time fee of $120,000 on the date of closing of any of the above business transactions or any transaction giving the Company a valid financial direction.

On December 9, 2004, the Company entered into an employment agreement with its president/CEO. Under the terms of the agreement, the Company has agreed to pay its president/CEO a one-time fee of $100,000 if and when the Company completes a merger, acquisition, reverse merger, financing, or any other related transaction non-detrimental to the immediate future of the Company, that leaves the Company in a position and direction better than it was prior to the transaction.

On December 10, 2004, the Company entered into a management consulting services agreement with a director. Under the terms of the agreement, the Company has agreed to pay the director a one-time fee of $10,000 plus expenses, upon the closing of any transaction leaving the Company with a positive business directive and available finances, non-detrimental to the survival of the Company.

On December 10, 2004, the Company entered into a consulting services agreement whereby Summit will provide services including, but not limited to:

a. Mergers and acquisition;
b. Due diligence studies, reorganizations, divestitures;
c. Capital structures, banking methods and systems;
d. Periodic reporting as to the developments concerning the general financial markets and public securities markets and industry which may be relevant or of interest or concern to the Company or the Company's business;
e. Guidance and assistance in available alternatives for accounts receivable financing and/or other asset financing; and
f. Conclude business and transactions necessary to keep the Company current in all public filings, a-float and in business until an aforementioned business transaction is closed, to include lending funds to the Company when absolutely necessary as has been done over the prior three years at no charge, allowing the Company to survive.

Under the terms of the agreement, the Company has agreed to pay Summit a one-time fee of $120,000 on the date of closing of any transaction leaving the Company with a positive business directive and available finances, non-detrimental to the survival of the Company.

(6) SUBSEQUENT EVENTS

On February 28, 2005, the Company's shareholders approved the following proposals:

a. Reincorporate the Company in the State of Delaware;
b. Authorize the Board of Directors to implement a reverse stock split at a ratio no greater than 40:1;
c. Increase the Company's authorized capital by 250,000,000 shares (from 30,000,000 to 280,000,000);

As of the date of this report, the Company's re-incorporation in the State of Delaware had not yet been finalized and no reverse stock split had yet been implemented.

During January 2005, the Company sold 430,000 shares of its common stock to unrelated investors for $13,200, or $.03 per share.

On January 18, 2005, the Company sold a common stock option to an unrelated third party for $1,800. Under terms of the option agreement, the holder may purchase, for an additional $1,000, 1% of the Company's outstanding common stock as of the exercise date. The option expires on June 7, 2005.

EXHIBIT 10.1

EMPLOYMENT AGREEMENT

This employment agreement (the "Agreement") is made and entered into as of December 9, 2004 by and between EasyWeb, Inc., a Colorado corporation (the "Company") and David Olson (the "Employee").

RECITALS

A. The Company desires to employ the Employee from the date set forth above (the "Effective Date") until expiration of the term of this Agreement, and Employee is willing to be employed by the Company during that period, on the terms and subject to the conditions set forth in this Agreement.

In consideration of the mutual covenants and promises of the parties, the Company and the Employee covenant and agree as follows:

1. DUTIES

During the term of this Agreement, Employee will be employed by the Company to serve as the President and Chief Executive Officer of the company. The Employee will devote such amount of his/her business time to the conduct of the business of the Company as may be reasonably required to effectively discharge Employee's duties under this Agreement and, subject to the supervision and direction of the Company's Board of Directors (the "Board"), not to include financing on a personal basis. Notwithstanding the foregoing, nothing in this Agreement is to be construed as prohibiting Employee from continuing to serve as a director of other entities whether or not for profit, so long as his service as such does not substantially prevent or prohibit Employee from effectively discharging his duties hereunder and such positions are disclosed to the Board.

2. TERM OF EMPLOYMENT

2.1 DEFINITIONS

For purposes of this Agreement the following terms have the following meanings:

(a) "Termination for Cause" means termination by Company of Employee's employment (i) by reason of Employee's willful dishonesty towards, fraud upon, or deliberate injury or attempted injury to, the Company, (ii) by reason of Employee's material breach of this Agreement or (iii) by reason of Employee's gross negligence or intentional misconduct with respect to the performance of Employee's duties under this Agreement; provided, however, that no such termination will be deemed to be a Termination for Cause unless the Company has provided Employee with written notice of what it reasonably believes are the grounds for any Termination for Cause and Employee fails to take appropriate remedial actions during the thirty day period following receipt of such written notice.

(b) "Termination Other than For Cause" means termination by the Company of Employee's employment by the Company for reasons other than those which constitute Termination for Cause.

(c) "Voluntary Termination" means termination by the Employee of the Employee's employment with the Company, excluding termination by reason of Employee's death or disability as described in Sections 2.5 and 2.6.

2.2 BASIC TERM

The term of employment of Employee by the Company will commence on the Effective Date and will extend through the period ending on December 9, 2005, or if and when a transaction is complete that leaves the Company in capable hands by new management, (the "Termination Date"). Company and Employee may extend the term of this Agreement by mutual written agreement.

2.3 TERMINATION FOR CAUSE

Termination for Cause may be effected by the Board of Directors at any time during the term of this Agreement and may be effected by written notification to Employee; provided, however, that no Termination for Cause will be effective unless Employee has been provided with the prior written notice and opportunity for remedial action described in Section 2.1. Upon Termination for Cause, Employee is to be immediately paid all accrued salary, incentive compensation to the extent earned, vested deferred compensation (other than pension plan or profit sharing plan benefits, which will be paid in accordance with the applicable plan), and accrued vacation pay, all to the date of termination, but Employee will not be paid any severance compensation.

2.4 TERMINATION OTHER THAN FOR CAUSE

Notwithstanding anything else in this Agreement, the Board of Directors may effect a Termination Other Than for Cause at any time upon giving notice to Employee of such Termination Other Than for Cause. Upon any Termination Other Than for Cause, Employee will immediately be paid all accrued salary, all incentive compensation to the extent earned, severance compensation as provided in Section 4, vested deferred compensation (other than pension plan or profit sharing plan benefits, which will be paid in accordance with the applicable

plan), and accrued vacation pay, all to the date of termination.

2.5 TERMINATION DUE TO DISABILITY

In the event that, during the term of this Agreement, Employee should, in the reasonable judgment of the Board, fail to perform Employee's duties under this Agreement because of illness or physical or mental incapacity ("Disability"), and such Disability continues for a period of more than six (6) consecutive months, Company will have the right to terminate Employee's employment under this Agreement by written notification to Employee and payment to Employee of

all accrued salary and incentive compensation to the extent earned, severance compensation as provided in Section 4, vested deferred compensation (other than pension plan or profit sharing plan benefits, which will be paid in accordance with the applicable plan), and all accrued vacation pay, all to the date of termination. Any determination by the Board with respect to Employee's Disability must be based on a determination of competent medical authority or authorities, a copy of which determination must be delivered to the Employee at the time it is delivered to the Board. In the event the Employee disagrees with the determination described in the previous sentence, Employee will have the right to submit to the Board a determination by a competent medical authority or authorities of Employee's own choosing to the effect that the aforesaid determination is incorrect and that Employee is capable of performing Employee's duties under this Agreement. If, upon receipt of such determination, the Board wishes to continue to seek to terminate this Agreement under the provisions of this section, the parties will submit the issue of Employee's Disability to arbitration in accordance with the provisions of this Agreement.

2.6 DEATH

In the event of Employee's death during the term of this Agreement, Employee's employment is to be deemed to have terminated as of the last day of the month during which Employee's death occurred, and Company will pay to Employee's estate accrued salary, incentive compensation to the extent earned, vested deferred compensation (other than pension plan or profit sharing plan benefits, which will be paid in accordance with the applicable plan), and accrued vacation pay, all to the date of termination.

2.7 VOLUNTARY TERMINATION

(a) In the event of a Voluntary Termination, other than for "Good Reason," as defined below, the Company will immediately pay to Employee all accrued salary, all incentive compensation to the extent earned, vested deferred compensation (other than pension plan or profit sharing plan benefits, which will be paid in accordance with the applicable plan), and accrued vacation pay, all to the date of termination, but Employee will not be paid any severance compensation.

(b) The Employee may voluntarily terminate his/her employment hereunder at any time with or without Good Reason. For purposes of this Agreement, "Good Reason" shall mean, so long as the Employee has not been guilty of conduct set forth in Section 2.1(a), a failure by the Company to comply with any material provision of this Agreement that has not been cured within thirty (30) days after written notice of such noncompliance has been given by the Employee to the Company or (b) the assignment to the Employee by the Company of duties inconsistent with the Employee's position, duties or responsibilities as in effect immediately prior to the Effective Date, including, but not limited to, any material reduction in such position, duties, or responsibilities or material change in his/her title, other than as permitted by paragraph 2.2(b) or (c) a relocation by the Company of the Employee's office to a location outside a 60 mile radius of Englewood, Colorado, unless in compliance with the travel requirements set forth in paragraph 1, in each case of clauses (b) or (c), without the consent of

the Employee. The Employee's election to terminate his/her employment with Good Reason shall be considered in material respects to be a Termination for Other Than Cause. Upon a voluntary Termination for Good Reason, Employee will be paid immediately for all accrued salary, all incentive compensation to the extent earned, severance compensation as provided in Section 4, vested deferred compensation (other than pension plan or profit sharing plan benefits, which will be paid in accordance with the applicable plan) and accrued vacation pay, all to the date of termination.

3. Salary, Benefits and Other Compensation

3.1 Base Salary

As payment for the services to be rendered by Employee as provided in Section 1 and subject to the terms and conditions of Section 2, Company agrees to pay to Employee a one time fee of up to $100,000, if and when the Company transact a merger, acquisition, reverse merger, financing, or any related transaction, non detrimental to the immediate future of the Company, that leaves the Company in a position and direction better then it currently is.

The payment of Base Salary hereunder shall not in any way limit or reduce any other obligation of the Company hereunder, and no other compensation, benefit or payment hereunder shall in any way limit or reduce the obligation of the Company to pay the Employee's Base Salary hereunder. The Board, at any time and from time to time, may increase (but not reduce) the Base Salary payable under this Agreement, and increase in the Base Salary shall become effective at the time indicated by the Board without the need for an amendment to this Agreement.

3.2 INCENTIVE BONUS PLANS

During the term of his employment under this Agreement, the Employee will be eligible to participate in all bonus and incentive plans established by the Board.

3.3 BENEFIT PLANS

During the term of Employee's employment under this Agreement, the Employee is to be eligible to participate in all employee benefit plans to the extent maintained by the Company, including (without limitation) any life, disability, health, accident and other insurance programs, paid vacations, and similar plans or programs, subject in each case to the generally applicable terms and conditions of the plan or program in question and to the determinations of any committee administering such plan or program. On termination of the Employee for any reason, the Employee will retain all of Employee's rights to benefits that have vested under such plan, but the Employee's rights to participate in those plans will cease on the Employee's termination unless the termination is a Termination Other Than for Cause, in which case Employee's rights of participation will continue for a period of six months following Employee's termination.

3.4 WITHHOLDING OF TAXES

The Employee understands that the services to be rendered by Employee under this Agreement will cause the Employee to recognize taxable income, which is considered under the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder as compensation income subject to the withholding of income tax (and Social Security or other employment taxes). The Employee hereby consents to the withholding of such taxes as are required by the Company.

3.5 VACATION

During the term of this Agreement, Employee will be entitled to three weeks paid vacation time per year. To the extent that Employee does not use the full three weeks of vacation time in any given year, Employee may accrue and carry forward such unused time up to a maximum accrual of six weeks.

3.6 EXPENSES

During the term of this Agreement, Company will reimburse Employee for Employee's reasonable out-of-pocket expenses incurred in connection with Company's business, including travel expenses, food, and lodging while away from home, subject to such policies as Company may from time to time reasonably establish for its employees.

4. SEVERANCE COMPENSATION

4.1 TERMINATION OTHER THAN FOR CAUSE OR VOLUNTARY TERMINATION; PAYMENT IN LIEU OF NOTICE

In the event Employee's employment is terminated in a Termination Other Than for Cause or a Voluntary Termination other than for Good Reason, Employee will be paid as severance pay Employee's Base Salary, as defined in Section 3.1, for the period commencing on the date that Employee's employment is terminated and ending on the later of the end of Employee's term of employment or the date which is nine months from the date of termination.

4.2 TERMINATION FOR DISABILITY

In the event Employee's employment is terminated because of Employee's disability pursuant to Section 2.5, Employee will be paid as severance pay Employee's Base Salary, as defined in Section 3.1, for the period commencing on the date that Employee's employment is terminated and ending on the date which is nine months thereafter.

4.3 CHANGE IN CONTROL

In the event that Employee's employment is terminated because of a change in control (as defined herein) of the Company prior to the Termination Date,

Employee will be paid as severance pay Employee's Base Salary, as defined in Section 3.1, for the period commencing on the date that Employee's employment is terminated and ending on the date which is nine months thereafter. For purposes of this Agreement, a "change in control" shall be defined as the sale of more than fifty (50%) of the Company's outstanding capital stock, other than in connection with an underwritten public offering of the Company's securities or a merger (or similar transaction) in which the Company is not the surviving entity or following which the Company's shareholders immediately prior to such transaction no longer control a majority of the Company's voting stock.

4.4 OTHER TERMINATION

In the event of a Voluntary Termination, Termination for Cause or Death, Employee or Employee's estate will not be entitled to any severance pay.

5. MISCELLANEOUS

5.1 WAIVER

The waiver of any breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or other provision of this Agreement.

5.2 ENTIRE AGREEMENT; MODIFICATION

Except as otherwise provided in the Agreement and in the Option Agreement, this Agreement represents the entire understanding among the parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior understandings, agreements, plans, and negotiations, whether written or oral, with respect to the subject matter hereof, including without limitation, any understandings, agreements, or obligations respecting any past or future compensation, bonuses, reimbursements, or other payments to Employee from Company. All modifications to the Agreement must be in writing and signed by the party against whom enforcement of such modification is sought.

5.3 NOTICE

All notices and other communications under this Agreement must be in writing and must be given by personal delivery, telecopier or telegram, or first class mail, certified or registered with return receipt requested, and will be deemed to have been duly given upon receipt if personally delivered, three (3) days after mailing, if mailed, or twenty-four (24) hours after transmission, if delivered by telecopies or telegram, to the respective persons named below:

If to Company: EasyWeb, Inc.
6025 South Quebec Street

Suite 135
Englewood, CO 80111

Attn: President

If to Employee: David Olson
7405 SageBrush Drive
Parker, Colorado, 80138

Telephone: 303-841-4440

Any party may change such party's address for notices by notice duly given pursuant to this Section.

5.4 HEADINGS

The Section headings of this Agreement are intended for reference and may not by themselves determine the construction or interpretation of this Agreement.

5.5 GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Colorado/Delaware applicable to contracts entered into and wholly to be performed within the State of Colorado by Colorado residents. Any controversy or claim arising out of or relating to this Agreement, or breach of this Agreement (except any controversy or claim with respect to Section 5 or 6), is to be settled by arbitration in Colorado in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. There must be three arbitrators, one to be chosen directly by each party at will, and the third arbitrator to be selected by the two arbitrators so chosen. Each party will pay the fees of the arbitrator he or she selects and his or her own attorneys, and the expenses of his or her witnesses and all other expenses connected with presenting his or her case. Other costs of the arbitration, including the cost of any record or transcripts of the arbitration, administrative fees, the fee of the third arbitrator, and all other fees and costs, will be borne equally by the parties.

5.6 SURVIVAL OF COMPANY'S OBLIGATIONS

This Agreement will be binding on, and inure to the benefit of, the executors, administrators, heirs, successors, and assigns of the parties; provided, however, that except as expressly provided in this Agreement, this Agreement may not be assigned either by Company or by Employee.

5.7 COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same Agreement.

5.8 ENFORCEMENT

If any portion of this Agreement is determined to be invalid or unenforceable, that portion of this Agreement will be adjusted, rather than voided, to achieve the intent of the parties under this Agreement.

5.9 INDEMNIFICATION

The Company agrees that it will indemnify and hold the Employee harmless to the fullest extent permitted by applicable law from and against any loss, cost, expense or liability resulting from or by reason of the fact of the Employee's employment hereunder, whether as an officer, employee, agent, fiduciary, director or other official of the Company, except to the extent of any expenses, costs, judgments, fines or settlement amounts which result from conduct which is determined by a court of competent jurisdiction to be knowingly fraudulent or deliberately dishonest or to constitute some other type of willful misconduct.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EASYWEB, INC.

By /s/ David Floor

David Floor, member of the Board of Directors

EMPLOYEE

/s/ David Olson

David Olson

EXHIBIT 10.2

MANAGEMENT CONSULTING SERVICES AGREEMENT BY AND BETWEEN EASYWEB, INC. AND DAVID FLOOR

This Agreement is made as of this 10th (tenth) day of December 2004, by and between EasyWeb, Inc. ("Company") and David Floor (the "Consultant"), a member of the Company Board of Directors.

Witnesseth

WHEREAS, the company desires to be assured of the association and services of the Consultant in order to avail itself of the Consultant's experience, skills, abilities, knowledge and background to facilitate long range strategic planning and to advise the Company in business and/or financial matters and is therefore willing to engage the Consultant upon the terms and conditions set forth herein.

WHEREAS, the consultant agrees to be engaged and retained by the Company and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ENGAGEMENT

Company hereby engages Consultant on a non exclusive basis, and Consultant hereby accepts the engagement to become a management consultant to the company and to render such advice, consultation, information, and services to the Directors and/or Officers of the Client regarding general financial and business matters, including but not limited to:

A. Mergers and acquisitions;

B. Due diligence studies, reorganizations, divestures;

C. Capital structures, banking methods and systems;

D. Periodic reporting as to developments concerning the general financial markets and public securities markets and industry which may be relevant or of interest or concern to the Company or the Company's business; and

E. Guidance and assistance in available alternatives for accounts receivable financing and/or other asset financing;

F. Consultant shall make contacts with and perform services necessary to find and make, keep the Company listed on the OTCBB exchange.

It shall be expressly understood that Consultant shall have no power to bind Company to any contract or obligation or to transact any business in Company's name or on behalf of the Company in any manner without approval of its Board of Directors.

2. TERM

The term of this Agreement shall commence on the date hereof and continue indefinitely or until cancelled by Board members outside of David Floor. Either party may cancel this Agreement upon thirty (30) days written notice provided all accounts are paid in full. In the event either party violates any material provision of this Agreement and fails to cure such violation from the other party. Such cancellation shall not excuse the breach or non-performance by the other party or relieve the breaching party of its obligation incurred prior to the date of cancellation.

3. COMPENSATION AND FEES:

As consideration for Consultant entering into this Agreement, Company and Consultant shall agree to the following:

A. Company shall pay Consultant a one time fee of $10,000 plus expenses, upon the closing of any transaction leaving the Company with a positive business directive and available finances, non-detrimental to the survival of the Company.

4. EXCLUSIVITY, PERFORMANCE, CONFIDENTIALITY

The services of consultant hereunder shall not be exclusive, and Consultant and its agents may perform similar or different services for other persons or entities whether or not they are competitors of Company. Consultant shall be

required to expend only such time as is necessary to service Company in a commercially reasonable manner. Consultant acknowledges and agrees that confidential and valuable information proprietary to Company and obtained during its engagement by the Client, shall not be directly or indirectly, disclosed without the prior express written consent of the Company, unless and until such information is otherwise known to the public generally or is not otherwise secret and confidential.

5. INDEPENDENT CONTRACTOR

In its performance hereunder, Consultant and its agents shall be independent contractors. Consultant shall complete the services required hereunder according to his own means and methods of work, shall be in the exclusive charge and control of Consultant and which shall not be subject to the control or supervision of Company, except as to the results of the work or to the extent necessary for the Company to verify the Consultant's compliance with applicable laws and regulations to which the Company may be subject. Client acknowledges that nothing in this Agreement shall be construed to require Consultant to provide services to client at any specific time, or in any specific place or manner.

6. MISCELLANEOUS

No waiver of any of the provision of this Agreement shall be deemed or shall constitute a waiver of any other provision and no waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. No supplement, modification or amendment of the Agreement shall be binding unless executed in writing by all parties. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or negotiations.

There are no third party beneficiaries to this Agreement.

7. GENERAL PROVISIONS

A. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of Colorado. The language and all parts of this Agreement shall be in all cases construed as a whole according to its very meaning and not strictly for or against any individual party.

B. Any dispute arising under or in any way related to this Agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration may be conducted in person, by telephone or online as agreed by all parties. The arbitration shall be binding on the parties and the arbitration award may be confirmed by any court of competent jurisdiction.

C. It is expressly noted that Consultant is a related party to EasyWeb Inc., as a current member of the Company Board of Directors. Therefore this is an ARMS LENGTH, RELATED PARTY TRANSACTION.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

/s/ David Olson
- ------------------------------
EasyWeb, Inc.,
Board Member, David Olson

/s/ David Floor
- ------------------------------
David Floor, B.O.D.

EXHIBIT 10.3

MANAGEMENT CONSULTING SERVICES AGREEMENT BY AND BETWEEN EASYWEB, INC. AND MATT MEISTER

This Agreement is made as of this 1rst (first) day of October 2004, by and between EasyWeb, Inc. ("Company") and Matt Meister (the "Consultant").

Witnesseth

WHEREAS, the company desires to be assured of the association and services of the Consultant in order to avail itself of the Consultant's experience, skills, abilities, knowledge and background to facilitate long range strategic planning and to advise the Company in business and/or financial matters and is therefore willing to engage the Consultant upon the terms and conditions set forth herein.

WHEREAS, the consultant agrees to be engaged and retained by the Company and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ENGAGEMENT

Company hereby engages Consultant on a non exclusive basis, and Consultant hereby accepts the engagement to become a management consultant to the company and to render such advice, consultation, information, and services to the Directors and/or Officers of the Client regarding general financial and business matters, including but not limited to:

A. Mergers and acquisitions;

B. Due diligence studies, reorganizations, divestures;

C. Capital structures, banking methods and systems;

D. Periodic reporting as to developments concerning the general financial markets and public securities markets and industry which may be relevant or of interest or concern to the Company or the Company's business; and

E. Guidance and assistance in available alternatives for accounts receivable financing and/or other asset financing;

F. Structural recommendations to assist the Company's capability to finance;

It shall be expressly understood that Consultant shall have no power to bind Company to any contract or obligation or to transact any business in Company's name or on behalf of the Company in any manner.

2. TERM

The term of this Agreement shall commence on the date hereof and continue indefinitely or until both parties agree that the Company is in a solid financial position. This agreement may be terminated by the Company for non-performance, although payment shall be due Consultant by the Company upon any aforementioned transactions closing if Consultant agrees that such payment shall not be detrimental to the Company financially. Either party may cancel this Agreement after one year upon written notice, provided all outstanding authorized expenses are paid in full. In the event either party violates any material provision of this Agreement and fails to cure such violation from the other party. Such cancellation shall not excuse the breach or non-performance by the other party or relieve the breaching party of its obligation incurred prior to the date of cancellation.

3. COMPENSATION AND FEES:

As consideration for Consultant entering into this Agreement, Company and Consultant shall agree to the following:

A. Company shall pay Consultant a one-time consultation fee of $120,000 U.S. Dollars to be paid directly to the Consultant on the day of closing of any of the aforementioned business transactions or any transaction giving the Company a valid financial direction.

4. EXCLUSIVITY, PERFORMANCE, CONFIDENTIALITY

The services of consultant hereunder shall not be exclusive, and Consultant and its agents may perform similar or different services for other persons or entities whether or not they are competitors of Company. Consultant shall be required to expend only such time as is necessary to service Company in a commercially reasonable manner. Consultant acknowledges and agrees that confidential and valuable information proprietary to Company and obtained during its engagement by the Client, shall not be directly or indirectly, disclosed without the prior express written consent of the Company, unless and until such

information is otherwise known to the public generally or is not otherwise secret and confidential.

5. INDEPENDENT CONTRACTOR

In its performance hereunder, Consultant and its agents shall be independent contractors. Consultant shall complete the services required hereunder according to his own means and methods of work, shall be in the exclusive charge and control of Consultant and which shall not be subject to the control or supervision of Company, except as to the results of the work or to the extent necessary for the Company to verify the Consultant's compliance with applicable laws and regulations to which the Company may be subject. Client acknowledges that nothing in this Agreemen shall be construed to require Consultant to provide services to client at any specific time, or in any specific place or manner.

6. MISCELLANEOUS

No waiver of any of the provision of this Agreement shall be deemed or shall constitute a waiver of any other provision and no waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. No supplement, modification or amendment of the Agreement shall be binding unless executed in writing by all parties. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or negotiations.

There are no third party beneficiaries to this Agreement.

6. GENERAL PROVISIONS

A. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of Colorado. The language and all parts of this Agreement shall be in all cases construed as a whole according to its very meaning and not strictly for or against any individual party.

B. Any dispute arising under or in any way related to this Agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration may be conducted in person, by telephone or online as agreed by all parties. The arbitration shall be binding on the parties and the arbitration award may be confirmed by any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

/s/ David Olson
- ------------------------------
EasyWeb, Inc.
President and CEO

/s/ Matt Meister
- ------------------------------
Matt Meister
C/O Beeman Holdings
1600 Tallevast Road
Sarasota, FL 34243

EXHIBIT 10.4

MANAGEMENT CONSULTING SERVICES AGREEMENT BY AND BETWEEN EASYWEB, INC. AND SUMMIT FINANCIAL RELATIONS

This Agreement is made as of this 10th (tenth) day of December 2004, by and between EasyWeb, Inc. ("Company") and Summit Financial Relations (the "Consultant", "Summit"), an entity related in management and ownership.

Witnesseth

WHEREAS, the company desires to be assured of the association and services of the Consultant in order to avail itself of the Consultant's experience, skills, abilities, knowledge and background to facilitate long range strategic planning and to advise the Company in business and/or financial matters and is therefore willing to engage the Consultant upon the terms and conditions set forth herein.

WHEREAS, the consultant agrees to be engaged and retained by the Company and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. ENGAGEMENT

Company hereby engages Consultant on a non exclusive basis, and Consultant hereby accepts the engagement to become a management consultant to the company and to render such advice, consultation, information, and services to the Directors and/or Officers of the Client regarding general financial and business matters, including but not limited to:

A. Mergers and acquisitions;

B. Due diligence studies, reorganizations, divestures;

C. Capital structures, banking methods and systems;

D. Periodic reporting as to developments concerning the general financial markets and public securities markets and industry which may be relevant or of interest or concern to the Company or the Company's business; and

E. Guidance and assistance in available alternatives for accounts receivable financing and/or other asset financing;

F. Conclude business and transactions necessary to keep the Company Current in all public filings, a-float and in business until aforementioned business transaction is closed, to include lending of funds to the Company when absolutely necessary as Summit Financial,

Inc. has done for more than three years, free of charge, allowing the Company to survive.

It shall be expressly understood that Consultant shall have no power to bind Company to any contract or obligation or to transact any business in Company's name or on behalf of the Company in any manner without approval of its Board of Directors.

2. TERM

The term of this Agreement shall commence on the date hereof and continue indefinitely or until cancelled by Board members outside of David C. Olson. Either party may cancel this Agreement upon thirty (30) days written notice provided all accounts are paid in full. In the event either party violates any material provision of this Agreement and fails to cure such violation from the other party. Such cancellation shall not excuse the breach or non-performance by the other party or relieve the breaching party of its obligation incurred prior to the date of cancellation.

3. COMPENSATION AND FEES:

As consideration for Consultant entering into this Agreement, Company and Consultant shall agree to the following:

A. Company shall pay Consultant a one time fee of $120,000 plus expenses, as well as reimburse monies loaned the Company by Summit, upon the closing of any transaction leaving the Company with a positive business directive and available finances, non detrimental to the survival of the Company.

4. EXCLUSIVITY, PERFORMANCE, CONFIDENTIALITY

The services of consultant hereunder shall not be exclusive, and Consultant and its agents may perform similar or different services for other persons or entities whether or not they are competitors of Company. Consultant shall be required to expend only such time as is necessary to service Company in a commercially reasonable manner. Consultant acknowledges and agrees that confidential and valuable information proprietary to Company and obtained during

its engagement by the Client, shall not be directly or indirectly, disclosed without the prior express written consent of the Company, unless and until such information is otherwise known to the public generally or is not otherwise secret and confidential.

5. INDEPENDENT CONTRACTOR

In its performance hereunder, Consultant and its agents shall be independent contractors. Consultant shall complete the services required hereunder according to his own means and methods of work, shall be in the exclusive charge and control of Consultant and which shall not be subject to the control or supervision of Company, except as to the results of the work or to the extent necessary for the Company to verify the Consultant's compliance with applicable laws and regulations to which the Company may be subject. Client acknowledges

that nothing in this Agreement shall be construed to require Consultant to provide services to client at any specific time, or in any specific place or manner.

6. MISCELLANEOUS

No waiver of any of the provision of this Agreement shall be deemed or shall constitute a waiver of any other provision and no waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. No supplement, modification or amendment of the Agreement shall be binding unless executed in writing by all parties. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or negotiations.

There are no third party beneficiaries to this Agreement.

7. GENERAL PROVISIONS

A. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of Colorado.The language and all parts of this Agreement shall be in all cases construed as a whole according to its very meaning and not strictly for or against any individual party.

B. Any dispute arising under or in any way related to this Agreement shall be submitted to binding arbitration by the American Arbitration Association in accordance with the Association's commercial rules then in effect. The arbitration may be conducted in person, by telephone or online as agreed by all parties. The arbitration shall be binding on the parties and the arbitration award may be confirmed by any court of competent jurisdiction.

C. It is expressly noted that Summit Financial is a related party to EasyWeb Inc., each holding David Olson as its President. Therefore this is an ARMS LENGTH, RELATED PARTY TRANSACTION.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

/s/ David Floor
- ------------------------------
EasyWeb, Inc.,
Outside Board Member, David Floor

/s/ David Olson
- ------------------------------
Summit Financial Relations
David Olson, President and CEO

EXHIBIT 10.5

INCENTIVE STOCK OPTION PLAN
FOR
EASYWEB, INC.

APPROVED BY THE BOARD OF DIRECTORS AND SHAREHOLDERS AS OF MARCH 11, 1999

ARTICLE I

GENERAL

This Incentive Stock Option Plan (hereafter the "Plan") of EASYWEB, INC. (the "Company") for executive and other employees of the Company is intended to advance the Company by providing an incentive for those persons to increase its value.

Options issued under this Plan are intended to qualify for the tax benefited treatment available under Section 422A of the Internal Revenue Code of 1986. Such tax benefits will available to Optionees who sell the Common Shares purchased on exercise of Options, when the sale occurs two years after the Option was granted and one year after it was exercised. A disposition before expiration of that holding period will be a "disqualifying disposition" and result in recognition of some or all of the taxable income which was avoided on the date the Option originally was exercised. See Article XII. Optionees should consult their personal tax advisors on the future income tax consequences of selling or otherwise disposing of the Common Shares bought on the exercise of Options.

This Plan also may be used to issue options to persons who are not employees of the Company, but such options will not be "qualified" options under the United States Internal Revenue Code of 1986.

Unless registered with the Securities and Exchange Commission on Form S-8, the Options and the Common Shares issuable on exercise of Options are restricted securities under rule 144 of the United States Securities and Exchange Commission, pursuant to the Securities Act of 1933 and state securities laws. Options and Common Shares shall be granted and issued in accordance with the information delivery requirements of the securities laws.

ARTICLE II

DEFINITIONS

Definitions of certain terms in this Plan:

a. "Board" shall mean the Company's Board of Directors.

b. "Code" shall mean the Internal Revenue Code of 1986, and the rules and regulations promulgated thereunder.

c. "Committee" shall mean the Compensation Committee, or such other committee of the Board designated by the Board to administer the Plan. Until the Board designates a committee, this Plan shall be administered by the Board. At least two persons shall serve on the Committee, whose members shall be appointed by the Board. Board members may serve on the Committee. No member of the Committee or of the Board shall vote on issuance of an Incentive Stock Option to himself or herself. Pursuant to the Colorado Business Corporation Act, only the Board may authorize the issuance of Options and the issuance of Common Shares on exercise of Options. Therefore, the Committee, if designated, shall have the authority to administer all other aspects of this Plan, but with respect to the issuance of Options and the issuance of Common Shares on exercise of Options, the Committee shall be limited to making recommendations to the Board.

d. "Common Shares" shall mean shares of the Company's Common Stock, or, in the event that the outstanding Common Shares are hereafter changed into or exchanged for different shares or securities of the Company, such other shares or securities.

e. "Company" shall mean EASYWEB, INC., a Colorado corporation, and any parent or subsidiary corporation as defined in Sections 425(e) and (f) of the Code.

f. "Fair Market Value" shall mean, with respect to when a stock option is granted or exercised, the average of the highest and lowest reported sales prices of the Common Shares as reported in any trading market where the Company then is listed, or if there were no trading transactions in the Common Shares on that day, then the last preceding day on which transactions took place.

Even if the Common Shares are not traded in any public market, Fair Market Value may be established by reference to sales of Common Shares by the Company, or to sales by shareholders of Common Shares held by them (which transaction may be the sale of the Company to another party, or isolated sales to different parties), or to sales by third parties of outstanding Common Shares which had been owned by shareholders of record (for example, sales by a trustee in bankruptcy or by a secured creditor or by order of court in domestic relations or probate proceedings).

Further, in evaluating Fair Market Value, there shall be taken into account other factors including earnings since the last time Common Shares were sold, new products and newly recruited personnel or independent contractors, the net worth of the Company, and its prospective earning power and capacity to pay dividends, the economic and regulatory outlooks for the Company's business, the values of companies in the same business sector, and other factors.

g. "Incentive Stock Option" or "ISO" or "Option" shall mean a stock option issued under the Plan which is intended to meet the terms of Code Section 422A for qualified incentive stock options.

h. "Optionee" or "Option holder" shall mean the person to whom has been granted an Incentive Stock Option. All persons regularly employed by the Company or its subsidiaries on a full-time salaried basis are eligible to be Optionees.

i. "Stock Option Agreement" shall mean the agreement between the Company

and the Optionee under which the Optionee may purchase Common Shares.

j. "Ten Percent Shareholder" shall mean an employee who owns ten percent or more of the Common Shares as such amount is calculated under Code Section 422A(b)(6). Attribution rules under Code Section 425(d) are applicable to determine whether the ten percent ownership rule is satisfied.

k. "Vesting" and "vested" shall mean the time(s) when options are exercisable.

ARTICLE III

ADMINISTRATION

3.1 The Committee (or the Board, until a Committee is designated) shall administer the Plan, but the Committee shall not issue Options or Common Shares on exercise of Options.

3.2 The determination of those eligible to receive Incentive Stock Options, and the amount and terms and conditions of Options shall rest in the sole discretion of the Board.

3.3 The Committee may recommend to the Board that it cancel any Incentive Stock Options if an Optionee conducts herself or himself in a manner which the Board in good faith determines to be not in the best interests of the Company, as set forth in Section 10.7.

3.4 The Committee may correct any defect, supply any omission, or reconcile any inconsistency in the Plan, or in any granted Incentive Stock Option, as necessary to carry it into effect.

3.5 Any recommendation or decision made, or action taken, by the Committee in good faith and arising out of or in connection with the interpretation and administration of the Plan shall be final and conclusive.

3.6 Meetings of the Committee shall be held at such times and places as shall be determined by the Committee. Notice of meetings shall be made in the same manner as required for Board meetings under the Bylaws. A majority of the members of the Committee shall constitute a quorum for the transaction of business, and the vote of a majority of those members present shall decide any question brought before that meeting. In addition, the Committee may take any action otherwise proper under the Plan by the signed affirmative vote, taken without an actual meeting, of all members. All proceedings of the Committee shall be evidenced by complete and detailed minutes, signed by the Committee members.

3.7 No member of the Committee shall be liable for any act or omission of any other member of the Committee or for any act or omission on her or his own part, including, but not limited to, the exercise of any power or discretion given under the Plan, except those resulting from bad faith, gross negligence, or willful misconduct.

3.8 The Plan shall always be administered in such a manner as to permit the Options to qualify as "incentive stock options" under Section 422A of the Code.

3.9 Management of the Company shall supply full and timely information to the Committee on all matters relating to eligible employees, their duties and performance, and current information on death, retirement, and disability or other termination of employment of Optionees, and such other information as the Committee may require. The Company shall provide the Committee with administrative assistance as necessary.

ARTICLE IV

NUMBER OF RESERVED COMMON SHARES

4.1 RESERVED COMMON SHARES. The total number of Common Shares of the Company available for issuance under the Plan shall be 175,000. The reserved shares may be either authorized but unissued, or previously issued and subsequently reacquired. However, when the exercise price for an Option granted under this Plan is paid in an "immaculate" or "cashless" exercise with previously outstanding shares or with the shares underlying the Option which is being exercised, the total number of Common Shares for which Options granted under this Plan may thereafter be exercised shall be irrevocably reduced by the total number of Common Shares for which such Option is thus exercised without regard to the number of shares received or retained by the Company in connection with that exercise.

4.2 SHARES UNDER EXPIRED OR TERMINATED OPTIONS. If an Option expires or is terminated for any reason without having been exercised in full, the unpurchased Common Shares shall be available for future grants of Options.

ARTICLE V

ELIGIBILITY, VESTING AND ALLOCATION

5.1 ELIGIBILITY. Qualified Incentive Stock Options may be granted to officers and employees of the Company, as recommended by the Committee and authorized by the Board.

5.2 VESTING. Subject to Section 6.8, Incentive Stock Options generally shall be exercisable at the time and in the amounts established by the Board.

ARTICLE VI

TERMS AND CONDITIONS

6.1 Form of Option Agreement. All Incentive Stock Options shall be evidenced by agreements in the form of Attachment A to this Plan, or in such

other form as may be duly approved pursuant to this Plan. Any such other form shall be subject to applicable provisions of the Plan, and such other provisions as the Board may adopt, but always shall include the provisions set forth in Sections 6.2 through 6.10.

6.2 PRICE. The option price per share for Qualified Incentive Stock Options shall be equal to or more than 100% of the Fair Market Value of a Common Share on the grant date. The price at which shares may be purchased on exercise of an Incentive Stock Option by a Ten Percent Shareholder shall be not less than 110 percent of the Fair Market Value on the grant date.

6.3 TIME OF GRANT. All Incentive Stock Options must be granted within 10 years from the date this Plan is adopted by the Board.

6.4 TIME OF EXERCISE. No Incentive Stock Option granted to any Ten Percent Shareholder shall be exercisable for more than five years.

If an Incentive Stock Option vests over time, the rights to exercise shall cumulate until expiration. Vesting provisions shall be stated in the Option Agreement.

6.5 EXERCISE. An Incentive Stock Option shall be exercised by delivery of (a) a written notice of exercise (in the form of Attachment B hereto) to the Company specifying the number of Common Shares to be purchased, and (b) payment of the exercise price as set forth in Section 6.6. Not less than 1000 Common Shares may be purchased at one time unless the number purchased is the total number at the time available for purchase. Until the Common Shares represented by an exercised option are issued to an Optionee, she or he shall have none of the rights of a shareholder. When an Option has been duly exercised, the Company shall issue a restricted certificate for the Common Shares purchased, which Common Shares shall be duly issued as fully paid and nonassessable shares. In the event of partial exercise of an Option, no new Option for the exercised balance need be issued.

6.6 METHOD OF PAYMENT. In general, the purchase price for an Incentive Stock Option or portion thereof may be paid in the methods stated below, or by such other method as may be permitted by law.

a. In United States dollars by cashier's check, certified check, bank draft, or money order payable to order of the Company in an amount equal to the option price; or

b. In an "immaculate" or "cashless" manner which would allow the Optionee to keep the number of Common Shares "in the money," i.e., if the Fair Market Value of the Common Shares exceeds the purchase price under the Option, as follows: The Optionee may use some of the Common Shares as to which the Option is then being exercised, in which case the notice of exercise need not be accompanied by any stock certificates, but shall include a statement (i) specifying the number of Common Shares to be purchased; (ii) directing the Company to keep that number of Common Shares underlying the Option which equals (x) the aggregate purchase price of the Common Shares to be purchased, divided by (y) Fair Market Value on the date the notice of exercise is received by the Company; and (iii) directing the Company to issue a certificate for the number of Common Shares which equals (i) minus (ii).

If the Company is required to withhold from the Option holder for any tax imposed because of this "immaculate" or "cashless" exercise method, then the stock surrendered or retained shall include an additional number of shares whose Fair Market Value equals the amount required to be withheld.

6.7 RESTRICTIONS ON TRANSFERABILITY OF OPTIONS. Except by will or the laws of descent and distribution, no right or interest in any Incentive Stock Option shall be assignable or transferable. Incentive Stock Options shall be exercisable during the Optionee's lifetime only by the Optionee, except as provided by Section 6.8(c) below.

6.8 TERMINATION OF EMPLOYMENT, DISABILITY, OR DEATH OF OPTIONEE. If an Optionee shall cease to be employed by the Company, die, or become permanently or totally disabled (within the meaning of Section 22(e)(3) of the Code) while he or she is holding Options, each Option shall expire as follows:

a. If the Optionee's termination of employment occurs for any reason during the first 12 months after grant of the Option, the Optionee's right to exercise shall terminate; provided, however, that if during the same period the Optionee shall (i) retire pursuant to Company-approved retirement policies then in effect or (ii) become permanently and totally disabled (within the meaning of Section 105(b)(4) of the Code), the Option shall become exercisable in full on the date of such retirement or disability and remain exercisable for three months.

b. If the Optionee's employment is terminated by the Company for any reason, except death, more than 12 months after grant of the Option, the Optionee shall have the right to exercise the Option for 30 days after termination to the extent that it was exercisable on the date of termination. However, if the Optionee voluntarily leaves the employment of the Company, all unexercised Options shall terminate immediately and no longer be exercisable.

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c. If the Optionee shall die while employed by the Company or within three months after termination of employment, the personal representative or administrator of the Optionee's estate or the person(s) to whom the Option was validly transferred by personal representative or administrator, shall have the right to exercise the Option for up to three years after the death of the Optionee, to the extent the Option (i) was exercisable on the date of death and (ii) was not exercised.

No transfer of an Incentive Stock Option by the will of an Optionee, or by the laws of descent and distribution shall be effective to bind the Company unless the Company shall have been furnished with written notice thereof and an authenticated copy of the will and/or such other evidence as the Committee may deem necessary to establish validity of the transfer.

6.9 LEAVES OF ABSENCE. For purposes of the Plan, it shall not be considered a termination of employment when an Optionee is placed by the Company on military or sick leave or other type of leave of absence considered as continuing intact the employment relationship. In case of such leave of absence, the employment relationship shall be continued until the later of the date when such leave equals 90 days or the date when the Optionee's right to reemployment with the Company shall no longer be guaranteed by statute or contract.

6.10 ANNUAL $100,000 LIMIT FOR EACH OPTIONEE. The aggregate Fair Market Value (determined as of the time the Option is granted) of the Common Shares with respect to which an Incentive Stock Option is exercisable for the first time by the Optionee during any calendar year shall not exceed $100,000. Options in excess of the annual limit will be "nonqualified stock options" but otherwise will be exercisable and subject to all terms and provisions of this Plan. For example, if Options to buy 50,000 Common Shares are granted, and if the Fair Market Value of the Common Shares is $2.00 or less on grant date, then all of the Options will be considered Incentive Stock Options when the Options are exercised, provided the Fair Market Value on exercise date is $2.00 or less. But if under the example, Fair Market Value is $3.00 at the time of exercise, Incentive Stock Option treatment under the Code would be limited to 33,333 Common Shares, and the remainder would not qualify for such treatment

ARTICLE VII

ADJUSTMENTS AND CORPORATE REORGANIZATIONS

7.1 ADJUSTMENTS. If the outstanding shares of Common Stock of the Company are increased or decreased, or are changed into or exchanged for a different number or kind of shares or securities or other forms of property (including cash) or rights, as a result of one or more reorganizations, recapitalizations, spin-offs, stock splits, reverse stock splits, stock dividends or the like, then appropriate adjustments shall be made in the number and/or kind of shares or securities or other forms of property (including cash) or rights for which Options may thereafter be granted under this Plan and for which Options then outstanding under this Plan thereafter may be exercised. Any such adjustment in outstanding Options shall be made without changing the aggregate exercise price applicable to the unexercised portions of such Options.

In connection with any reorganization, recapitalization, spin-off or other transaction in which the outstanding shares of Common Stock of the Company (or other class of stock of the Company then covered by this Plan) are changed into or exchanged for property (including cash), rights and/or securities other than, or in addition to, stock of the Company's issue, an outstanding Option may under this Section 7.1 be adjusted to become exercisable for either: (a) the property (including cash), rights and/or securities receivable in that transaction by a holder of the number and kind of outstanding shares of Common Stock (or securities of another class of stock of the Company then covered by this Plan) subject to the Option immediately prior to the transaction; or (b) stock of the Company or of a successor employer corporation, or a parent or subsidiary thereof, provided that (i) such adjustment may preserve but may not increase any amount by which the Fair Market Value of the stock subject to the Option exceeds the Option exercise price (comparing such excess immediately before and

immediately after the transaction); and (ii) such adjustment may preserve but may not reduce the ratio of the Option exercise price to the Fair Market value of the stock subject to the Option, comparing such ratio immediately before and immediately after the transaction.

7.2 ANTI-DILUTION PROVISIONS (ADJUSTMENT TO EXERCISE PRICE OF OPTIONS). If the Company should at any time (after Options have been granted under this Plan) issue or sell any Common Shares for a consideration per share less than the exercise price of Options which then are outstanding, then upon such issue or sale, the exercise price for the outstanding Options shall be automatically adjusted to a price determined by dividing (i) the sum of (x) the number of Common Shares outstanding immediately prior to the time of such issue or sale, multiplied by the Option exercise price then in effect prior to the issue or sale, plus (y) the consideration, if any, received by the Company upon such issue or sale, by (ii) the total number of Common Shares outstanding immediately after such issue or sale. The issuance of Common Shares in transactions covered by Sections 7.1 and 7.3 shall not result in the application of the anti-dilution provisions of this Section 7.2.

For purposes of making the calculation under this Section 7.2, the following provisions shall apply:

a. WARRANTS AND CONVERTIBLE SECURITIES - WHEN COMMON SHARES DEEMED OUTSTANDING. If there are outstanding Options, and if the Company then grants any right to subscribe for or purchase, or any warrant to purchase Common Shares, or for the purchase of any preferred stock or other securities convertible into or exchangeable for Common Shares (the "Convertible Securities"), and if the minimum price per share for which Common Shares are issuable pursuant to such rights or warrants or for the Convertible Securities shall be less than the Option exercise price in effect immediately before such rights or warrants or Convertible Securities were issued by the Company, then the total maximum number of Common Shares issuable under such rights or warrants or for the Convertible Securities shall be deemed outstanding, and be deemed to have been issued for a price per share equal to all consideration received or receivable for their initial issue and their exercise or conversion.

However, if the exercise price of Options is adjusted once under Section 7.2 by application of subsection 7.2(a), no further adjustment shall be required for the actual issuance of Common Shares unless they are issued for a per share price which is different from the price used in the initial calculation. Further, if rights, warrants or Convertible Securities expire after a Section 7.2 calculation has been made and the exercise price of Options has been adjusted, then another calculation shall be made to take away the impact of the Common Shares which were deemed to be outstanding under the unexercised rights or warrants or unconverted or unexchanged Convertible Securities. This other calculation shall adjust back the exercise price of the Options to the extent required to reflect the non-issue of Common Shares under the unexercised rights or warrants or unconverted or unexchanged Convertible Securities.

If there are Options outstanding with different exercise prices, the anti-dilution calculation shall be made for each class of Options, which are affected by the transaction.

b. OFFICER'S CERTIFICATE. Whenever the exercise price of Options shall be adjusted under Section 7.2, the Company promptly shall prepare and file with

the Secretary of the Company (and with any transfer agent for the Company) an Officer's Certificate showing the adjusted exercise price(s) and supporting calculations. A copy of each Officer's Certificate shall be delivered promptly to each Optionee.

7.3 CORPORATE REORGANIZATIONS. Upon the dissolution or liquidation of the Company, or upon a reorganization, merger or consolidation of the Company as a result of which the outstanding shares of Common Stock are changed into or exchanged for property (including cash), rights or securities not of the Company's issue, or any combination thereof, or upon a sale of all or substantially all of the property of the Company to, or the acquisition of stock representing more than 80% of the voting stock of the Company then outstanding by, another corporation or person, this Plan shall terminate, and all Options which had been granted shall terminate (subject to the rights of the next paragraph), unless provision is made in writing, in connection with such transaction, for the continuing of the Plan and/or for the assumption of Options which had been granted, or the substitution for such Options of new options covering the stock of a successor employing corporation, or a parent or a subsidiary thereof, with appropriate adjustments in accordance with this Plan as to the number and kind of shares optioned and their exercise prices, in which event this Plan and Options which had been granted under this Plan shall be continued in the manner and under the new terms provided. The stock option agreement for the new Options may also provide for the acceleration of otherwise nonexercisable parts of the Option (a) if the Option shall terminate under the preceding sentence, which acceleration would become effective immediately before the closing of the transaction which will cause the termination of the Option, and/or (b) upon other specified events or occurrences, such as involuntary terminations of the Option holder's employment following certain changes in the control of the Company.

If the Option shall terminate pursuant to the preceding paragraph of this Section 7.3, then the Option holder or other person then entitled to exercise this Option shall have the right, at such time prior to the consummation of the transaction causing such termination as the Company shall designate, to exercise the unexercised part of the Option, including the portions which would (but for this Section 7.3) not yet be exercisable or "vested." No corporate reorganization event shall cut off or diminish the rights of Optionees, but they shall be afforded the opportunity to participate as if they owned Common Shares acquired on exercise of Options as of the date the corporate reorganization event is consummated.

7.4 NOTICES TO OPTIONEES. If (i) the Company is to pay any dividend or make any distribution on the Common Shares, or if the Company shall offer to holders of Common Shares the rights to subscribe for or buy any shares of stock of any class or any other rights; or (ii) the Company is to participate in any way in a capital reorganization, reclassification of capital stock, consolidation or merger with another corporation, or sell, lease or transfer all or most of its property to another entity or person, or dissolve or liquidate, then the Company shall deliver notice of the proposed event to the Optionees at least 10 days prior to the actual event (or the date of a record date for dividends or rights to subscribe or buy).

ARTICLE VIII

AMENDMENT AND TERMINATION OF PLAN

8.1 The Board, without further approval of the shareholders, and at any time and from time to time, may suspend or terminate the Plan in whole or in part or amend it in such respects as the Board deems appropriate and in the best interest of the Company; provided, however, that no such amendment shall be made which would, without approval of the shareholders:

a. Materially modify the eligibility requirements for receiving Options;

b. Increase the total number of Common Shares, which may be issued pursuant to Options, except in accordance with Article VII;

c. Reduce the minimum exercise price per Common Share, except in accordance with Article VII;

d. Extend the period of granting Options; or

e. Materially increase in any other way the benefits to Optionees.

8.2 No amendment, suspension, or termination of this Plan shall, without the Optionee's consent, alter or impair any of the rights or obligations under issued Options.

8.3 The Board may amend the Plan, subject to the limitations cited above, as may be necessary to permit the granting of Incentive Stock Options meeting the requirements of the Code.

8.4 No Option may be granted during any suspension of the Plan or after termination of the Plan.

ARTICLE IX

GOVERNMENT AND OTHER REGULATIONS

9.0 The obligation of the Company to issue Common Shares for exercised Incentive Stock Options shall be subject to all applicable laws and regulations, including without limitation (i) for citizens of the United States, the Securities Act of 1933 and state securities laws, (ii) for citizens of Canada and other jurisdictions, the securities laws of Canada and other jurisdictions, and (iii) for the Company, the listing maintenance requirements of the NASDAQ markets, or other exchanges or quotation markets.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 NO RIGHT TO EMPLOYMENT. No person shall have any claim or right to be granted an Option under the Plan, and the grant thereof under the Plan shall not be construed as giving any person the right to be employed by the Company, or to continue any employment with the Company.

10.2 PLAN EXPENSES. Any expenses of administering this Plan shall be borne by the Company.

10.3 USE OF EXERCISE PROCEEDS. Any cash received from exercise of Options shall be used for the general corporate purposes of the Company.

10.4 FOREIGN NATIONALS. Without amending the Plan, grants may be made to employees of the Company who are foreign nationals or employed outside the United States, or both, on terms and conditions consistent with the Plan's purpose but different from those specified in the Plan as may be necessary or desirable to create equitable opportunities, given differences in tax laws.

10.5 INDEMNIFICATION. In addition to such other rights of indemnification as they may have as members of the Board or the Committee, the members of the Committee shall be indemnified by the Company against all costs and expenses reasonably incurred by them in connection with any action, suit, or proceeding to which they or any of them may be party by reason of any action taken or failure to act under or in connection with the Plan or any Option granted thereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by independent legal counsel selected by the Company) or paid by them in satisfaction of a judgment in any such action, suit, or proceeding, except a judgment based upon a finding of bad faith; provided that upon the institution of any such action, suit, or proceeding, a Committee member shall, in writing, give the Company notice thereof and an opportunity, at its own expense, to handle and defend the same before such member undertakes to handle and defend it on her or his own behalf.

10.6 SUBSTITUTE OPTIONS. Options may be granted under this Plan from time to time in substitution for options held by employees of other corporations who become employees of the Company as the result of a merger or the consolidation of the employing corporation with the Company or the acquisition by the Company of the assets of the employing corporation or the acquisition by the Company of stock of the employing corporation as a result of which it becomes a subsidiary of the Company.

10.7 FORFEITURE FOR CERTAIN ACTS. Notwithstanding anything to the contrary in the Plan, if the Board in good faith finds by a majority vote, after full consideration of the facts presented on behalf of both the Company and the Optionee, that the Optionee has been engaged in fraud, embezzlement, theft, commission of a felony or dishonesty in the course of her or his employment by the Company or any subsidiary corporation, or has disclosed trade secrets (including but not limited to client lists) of the Company or any subsidiary corporation, then the Optionee shall be terminated from employment and shall forfeit all unexercised Options. The decision of the Board as to the cause of an Optionee's discharge shall be final.

ARTICLE XI

INFORMATION DELIVERY REQUIREMENTS

11.0 In order that the Company complies with its obligations under the securities laws, an Optionee desiring to exercise his or her options will notify

the Chief Executive Officer or Chief Financial Officer of the Company of his or her intention, in writing. Such officer shall deliver the following information to the individual: If the Company is filing reports with the Securities and Exchange Commission, copies of the most recently filed annual and interim reports and proxy statement. If the Company is not filing such reports, the information shall consist of audited financial statements for the last fiscal year and unaudited interim financial statements; a summary of current and expected contracts and overall business strategy; a summary of the provisions of or copies of the articles of incorporation and significant business contracts in place; and any other document material to the evaluation of an investment in the Company. Prior to exercise of the Option, the Optionee shall acknowledge receipt of the delivered information in writing.

ARTICLE XII

DISPOSITION OF STOCK ACQUIRED ON EXERCISE OF AN INCENTIVE STOCK OPTION

12.1 QUALIFYING DISPOSITION. A disposition of Common Shares acquired by exercise of an Option, where the disposition occurs after two years from the grant of the Option will qualify the receipt of proceeds from disposition as capital gains income, provided that at least one year has elapsed between exercise of the Option and disposition of the Common Shares.

12.2 DISQUALIFYING DISPOSITION. A disposition of Common Shares acquired by exercise of an option, where the disposition occurs less than two years from the grant of the Option, will disqualify the receipt of proceeds from disposition as capital gains income, such that (a) the receipt of such proceeds will be recognized as compensation income in the calendar year of disposition, equal to the difference between the exercise price and the fair market value of the Common Shares at the time of exercise; and (b) for purposes of calculating capital gains tax on disposition proceeds, the basis shall equal the exercise price plus the amount of compensation income recognized.

ARTICLE XIII

SHAREHOLDER APPROVAL AND EFFECTIVE DATE

13.0 This Plan is effective as of the date of approval by the Board, and must be approved by the shareholders of the Company within 12 months of the date of approval by the Board.

APPROVED BY THE BOARD OF DIRECTORS AND SHAREHOLDERS AS OF MARCH 11, 1999.

ATTACHMENT A TO PLAN

STOCK OPTION AGREEMENT

NUMBER OF SHARES: _____ DATE OF GRANT: _____, 200_

This Stock Option Agreement is made this __ day of _____, 200__, by and between _____ ("Optionee") and EASYWEB, INC. a Colorado corporation (the "Company").

1. Grant of Option. The Company, pursuant to the provisions of the Company's Incentive Stock Option Plan ("Plan"), attached hereto, hereby grants to the Optionee, subject to the terms and conditions set forth or incorporated herein, an Option to purchase from the Company all or any part of an aggregate of _____ Common Shares, at the purchase price of $_____ per Share. All of the terms and provisions of the Plan are incorporated herein by reference.

In the event of any conflict between this Agreement and the Plan, the Plan shall control.

2. Exercise. This Option shall be exercisable in whole or in part (in multiples of 1000 Shares, unless for the balance of this Option) on or before _____, 200__.

[Add vesting if applicable]

This Option shall be exercisable by delivery to the Company of a copy of this Stock Option Agreement and a manually signed notice of election to exercise, in the form attached hereto, specifying the number of Shares to be purchased and accompanied by payment of the full purchase price in the manner allowed by the Plan.

EASYWEB, INC.

_____

DAVID C. OLSON (Date)

ATTACHMENT B TO PLAN

DATE _____, 200__

EASYWEB, INC.
6025 S. QUEBEC ST., STE. 150
ENGLEWOOD, CO. 80111

In accordance with Paragraph 2 of the Stock Option Agreement evidencing the Option granted to me on _____, ____, I hereby elect to exercise this Option to the extent of _____ Common Shares, by (circle method used):

1. A cashier's check, certified check, bank draft, or money order payable to order of the Company in an amount equal to the option price; or

2. My notice to the Company that I intend to exercise in an "immaculate" or "cashless" manner. Please consider my Option exercised to the extent of _____ Common Shares which I am purchasing. Please keep that number of Common Shares underlying the Option which equals (x) the aggregate purchase price of the Common Shares I am purchasing, divided by (y) the Fair Market Value per share on the date you receive this notice of exercise, and issue me a certificate for the number of Common Shares equal to the difference between what I am purchasing and the number of shares you are to keep.

When the certificate for Common Shares which I have elected to purchase has been issued, please deliver it to me, along with Schedule I to my Stock Option Agreement, endorsed to show this exercise, at the following address:

_____
_____
_____

Very truly yours,

_____
Optionee Signature

_____
Print Name:
_____

SCHEDULE I

[ENDORSED BY COMPANY FOR EACH EXERCISE]

Date	Shares Purchased	Payment*	Option Balance

* Indicate amount of payment. If payment is by "immaculate" or "cashless" method, as permitted by the Option, attach the calculation sheet to this Schedule I.

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER and PRINCIPAL ACCOUNTING OFFICER

I, David C. Olson, certify that:

1. I have reviewed tFhis annual report on Form 10-KSB of EasyWeb, Inc.

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this annual report;

4. The small business issuer's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the small business issuer and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the small business issuer, including any consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the small business issuer's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this report any change in the small business issuer's internal control over financial reporting that occurred during the small business issuer's most recent fiscal quarter (the small business issuer's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the small business issuer's internal control over financial reporting; and

5. The small business issuer's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the small business issuer's auditors and the audit committee of the small business issuer's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the small business issuer's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the small business issuer's internal control over financial reporting.

By: /s/ David C. Olson
David C. Olson
Chief Executive Officer and
Chief Financial Officer

Date: March 22, 2005

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of EasyWeb, Inc. (the "Company") on Form 10-KSB for the period ending December 31, 2004, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David C. Olson, Chief Executive Officer and Principal Accounting 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.

By: /s/ David C. Olson
David C. Olson
Chief Executive Officer and
Chief Financial Officer

Date: March 22, 2005