

INTERNET ADVERTISING AGREEMENT

THIS AGREEMENT made as of this day of , 2004.

BETWEEN:

THOMSON ASSOCIATES INC., a corporation incorporated
under the laws of the Province of Ontario;

(hereinafter referred to as “**Web Host**”)

OF THE FIRST PART;

-and-

_____, a corporation incorporated
under the laws of _____;

(hereinafter referred to as the “**Advertiser**”)

OF THE SECOND PART;

WHEREAS, Web Host maintains an Internet web site located at
<http://www.thomsonassociates.com> (the “**Web Host's Web Site**”);

AND WHEREAS, Advertiser maintains an Internet web site located at
http://www._____ (the “**Advertisers Web Site**”);

AND WHEREAS, Advertiser desires to place an advertisement on the
Web Host's Web Site consisting of a graphical and/or text-based file supplied by the
Advertiser; and

AND WHEREAS, Web Host is willing to place and maintain the
Advertiser's advertisement on the Web Host's Web Site in accordance with the term of
this Agreement;

NOW THEREFORE in consideration of mutual covenants and
agreements contained herein, the sum of ONE CANADIAN DOLLAR (\$1.00 Cdn.) and
other good and valuable consideration, the receipt and sufficiency of all of which is
hereby acknowledged, the Web Host and Advertiser, intending to be legally bound, agree
as follows:

1. **ADVERTISING SERVICES.**

Web Host shall provide to Advertiser space on the Web Host's Web Site for the Advertisement that will be displayed on the Web Host's Web Site (the “**Services**”). The Advertisement will be displayed without rotation on the Web Host's Web Site on web pages titled “Angel Investors” and under the category applicable to the Advertiser’s industry and shall consist of and comply with the Web Host’s advertising specifications outlined in Schedule “A” attached hereto.

The Web Host does not guarantee the number of Impressions that will be displayed or the number of Page Views that will be displayed or the number of Clicks that will occur. “**Impression**” means the number of times a page of the Web Host’s Web Site containing the Advertisement, is downloaded by an Internet user, regardless of whether or not the user waits long enough to view the whole Advertisement. “**Page Views**” means the number of times the entire Advertisement is displayed in whole to an Internet user downloading the page of the Web Host's Web Site containing the Advertisement. “**Clicks**” means the number of times an Internet user actually clicks on a hyper-link in the Advertisement to directly access the Advertiser’s Web Site. Web Host reserves the right to refuse any Advertisement that is in breach of the warranties given by Advertiser in Section 9 below.

2. **CHANGES.**

The Web Host shall be entitled to make changes to the Web Host's Web Site, including but not limited to the content, the format, the web pages, the order or positioning of web pages, the specific placement or rotation of the Advertisement, the Internet addresses or domain names of web pages, any advertisements or hyper-links on the Web Host’s Web Site without the prior consent of the Advertiser.

The Web Host shall be entitled to make format modifications to the Advertisement, provided that the modifications do not materially change the appearance of the Advertisement.

3. **ADVERTISERS RESPONSIBILITIES.**

Advertiser will deliver or transmit the Advertisement to Web Host in a Microsoft Word file or text-based (i.e. *.TXT) file via email or stored on a PC formatted 3.5 inch diskette or CD.

4. **OWNERSHIP.**

The parties acknowledge that at all times the Web Host is the owner of the Web Host's Web Site, including without limitation any content on the Web Host's Web Site and the Web Host's Web Site domain name. The Advertiser is the owner of the Advertisement, the Advertiser's Web Site, the Advertiser's Web Site domain name and all graphics, files, code, data other materials provided by Advertiser to the Web Host under this Agreement.

The use of any trade-marks or trade names in the Advertisement shall inure to the benefit of the Advertiser.

5. **LICENSE GRANT.**

The Advertiser grants to the Web Host the non-exclusive, world-wide, royalty free license and right to set up, reproduce, use, modify and publicly display the Advertisement, solely for the purposes of performing the Services under this Agreement and promoting the Advertiser's Web Site and products and/or services. [If the Advertisement contains a trade-mark, insert appropriate trade-mark license term and restrictions.]

6. **PAYMENT.**

Advertiser shall pay Web Host a flat fee of Five Thousand Three Hundred and Fifty Dollars (\$5,350.00), inclusive of GST, on the date of the execution of the agreement.

7. **CONFIDENTIAL INFORMATION.**

7.1 Web Host shall:

- a) hold the Confidential Information (as defined below) of the Advertiser in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care; and
- b) not use the Confidential Information of the Advertiser for any purpose whatsoever except as expressly contemplated under this Agreement or as is necessary to perform the Services.

The Web Host shall disclose the Confidential Information of the Advertiser only to those of its employees or subcontractors having a need to know

such Confidential Information for the performance of the Services and shall take all reasonable precautions to ensure that as employees or subcontractors comply with the provisions of this Section 7.1.

7.2 The term "**Confidential Information**" shall mean any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is disclosed or made available by the Advertiser to the Web Host in connection with the efforts contemplated in this Agreement, including without limitation;

- a) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto;
- b) information relating to business plans, sales or marketing methods and customers or customer requirements, but shall exclude information that the Web Host can demonstrate:
 - i) was in its possession at the time of disclosure and without restriction as to confidentiality;
 - ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Web Host;
 - iii) has been received from a third-party without restriction on disclosure and without breach of agreement by the Web Host;
 - iv) is independently developed by the Web Host without regard to the Confidential Information of the Advertiser; or
 - v) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the Web Host shall furnish prompt written notice of such required disclosure and reasonably cooperate with the Advertiser, at the Advertiser's expense, in any effort made by the Advertiser to seek a protective order or other appropriate protection of its Confidential Information.

8. **WARRANTIES.**

8.1 Each party represents and warrants that their respective web sites, web pages, advertisements, links, frames, content or other material to which either of them may be associated, do not and will not:

- a) violate or infringe the rights of any third parties in any Jurisdiction, including without limitation, patent, copyright, trade-mark, trade secret, privacy, publicity, confidentiality or other proprietary rights;
- b) violate the laws, statutes or regulations of any Jurisdiction in which they operate;
- c) include any material which is illegal, harmful, pornographic, abusive, hateful, obscene, threatening, racist, discriminatory or defamatory or which encourages illegal activities; and
- d) contain links to sites displaying the type of material defined in paragraph (c) above.

In addition, the Web Host represents and warrants that the:

- a) performance of the Services will be done in a competent manner by qualified personnel; and
- b) Web Host is the owner of the web site where the Advertisement or link is displayed;

In addition, Advertiser represents and warrants that it is the owner of the Advertisement and has the right to grant the license to the Web Host set out in Section 5, above.

9. **INDEMNIFICATION.**

9.1 Web Host and Advertiser (the “**Indemnifying Party**”) each agree to indemnify and hold harmless the other from and against any costs and damages awarded against the Indemnified Party by a court pursuant to a final judgment as a result of, and defend the Indemnified Party against, any claim of infringement of any copyright, Canadian patent, Canadian trade-mark or misappropriation of any trade secret related to: in the case of indemnification by Web Host, the Web Host's Web Site or Services, or in the case of indemnification by Advertiser, the Web Host's possession, or use of the Advertisement or other property provided by Advertiser, including without limitation any information, software, documentation or data.

9.2 Advertiser shall have no obligation under Section 9.1 or other liability for any infringement or claim resulting or alleged to result from:

- a) use of Advertisement or other property provided by Advertiser, other than

for the performance of the Services and as specified in this Agreement,

- b) modification of the Advertisement by any person or entity, other than the Advertiser or pursuant to the Advertiser's instructions, except as provided by this Agreement; or
- c) Web Host continuing the allegedly infringing activity after being notified thereof or after being informed or provided with modifications that would have avoided the alleged infringement

9.3 In the event of an infringement or misappropriation claim as described in Section 9.1 above arises, or if Advertiser reasonably believes that a claim is likely to be made, Advertiser may, at its option and provided the Web Host is, or will not be liable to any third party claim for damages as a result of such infringement or misappropriation, in lieu of indemnification:

- a) modify the applicable Advertisement or other property provided by Advertiser so that it becomes non-infringing;
- b) replace the applicable Advertisement or other property provided by Advertiser with material that is non-infringing;
- c) obtain for the Web Host the right to use the Advertisement, if such rights can be obtained on terms satisfactory to the Advertiser, or
- d) request that the Web Host cease using, remove return or destroy the infringing or violative Advertisement or other property provided by the Advertiser and terminate this Agreement.

10. **DISCLAIMER.**

EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9, WEB HOST DOES NOT MAKE OR GIVE ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES AS TO UNINTERRUPTED OR ERROR FREE OPERATION OF THE WEB HOST'S WEB SITE, ACCESSIBILITY, PRIVACY, SECURITY OR ANY WARRANTY OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER STATUTORY OR COMMON LAW, OR ANY REPRESENTATION, WARRANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE.

11. **LIMITATION OF LIABILITY AND RELEASE.**

11.1 Except as expressly provided herein, in no event shall either party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business or contribution or indemnity in respect of any claim against the party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party.

11.2 In no event shall either party's liability to the other party or any other person or entity arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total Fees paid by Advertiser to Web Host for the Services with respect to which such liability relates, whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise. Web Host will not be liable for any damages claimed by Advertiser based upon any third-party claim, except for claims by Web Host's subcontractors against Advertiser relating to work performed at Web Host's request under this Agreement.

No action arising out of or in connection with this Agreement or any of the Services provided hereunder may be brought by either party more than one (1) year after the cause of action has accrued.

12. **TERM AND TERMINATION.**

12.1 The Services will be provided for a six (6) month period commencing from the date of this Agreement.

12.2 In addition to other rights or remedies, this Agreement may be terminated by either party (the "**Non-Breaching Party**") in whole or in part upon written notice to the other party if any of the following events occur by or with respect to such other party (the "**Breaching Party**"):

- a) the Breaching Party commits, a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach or fails to reach an agreement with the Non-Breaching Party regarding the cure thereof; or
- b) any insolvency of the Breaching Party, any filing of a petition in bankruptcy by or against the Breaching Party, any appointment of a

receiver for the Breaching Party, or any assignment for the benefit of the Breaching Party's creditors.

13. **SURVIVAL.**

In the event of termination or upon expiration of this Agreement, Sections 10, 11 and 12 hereof will survive and continue in full force and effect.

14. **FORCE MAJEURE.**

Each party will be excused from delays in performing, or from its failure to perform under this Agreement to the extent and for the period that such delays or failures result from causes beyond the party's reasonable control, including without limitation, acts of God, riot, embargoes, acts of governmental authorities, fire, earthquake, flood, accident, strikes, failure by the Web Host's internet service provider or telecommunications provider or facilities, etc. Without limiting the generality of the foregoing, Advertiser acknowledges that Advertiser's failure or delay in furnishing necessary information, or delays or failure by Advertiser in completing tasks required of Advertiser or in otherwise performing Advertiser's obligations in this Agreement, will be considered an excusable delay or excusable failure to perform by Web Host and may impede or delay completion of the Services.

15. **INDEPENDENT CONTRACTORS.**

The parties are separate and independent legal entities. Nothing contained in this Agreement shall be deemed to constitute either Web Host or Advertiser as agent, representative, partner, joint venturer or employee of the other for any purpose. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other.

16. **GENERAL.**

16.1 This Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada and shall be treated in all respects as a Province of Ontario contract, without reference to the principles of conflicts of law. The parties agree to attorn to the non-exclusive jurisdiction of the Province of Ontario courts. The parties acknowledge and agree that this Agreement relates solely to the performance of services, not the sale of goods and, accordingly, will not be governed by the LIN Convention on Contracts for the International Sale of Goods, and the International Sale of Goods Act (Ontario) as amended, as replaced or re-enacted from time to time. The parties have required that this agreement and all documents relating thereto be drawn up in English.

16.2 Neither party may assign or otherwise transfer any of its rights, duties or

obligations under this Agreement without the prior written consent of the other party, except either party may, upon prior written notice to the other party, but without any obligation to obtain the consent of such other party, assign this Agreement or any of its rights hereunder to any affiliate of such party, or to any entity who succeeds, by purchase, merger, operation of law or otherwise, to all or substantially all of the capital stock, assets or business of such party, if such entity agrees in writing to assume and be bound by all of the obligations of such party under this Agreement.

16.3 This Agreement may not be modified or waived except by a written amendment executed by duly authorized officers or representatives of both parties.

16.4 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then such provision shall, be severed from this Agreement and the remaining provisions will continue in full force.

16.5 This Advertising Agreement and all schedules attached hereto constitute the complete and exclusive statement of the agreement between the parties and supersede all proposals, oral or written, and all other prior or contemporaneous communications between the parties relating to the Services, the Advertisement and the subject matter of this Agreement. In the event of any inconsistency or conflict between this Agreement and any Schedules attached hereto, the terms of this Agreement shall supersede. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assignees.

IN WITNESS WHEREOF, Web Host and Advertiser have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

SIGNED, SEALED AND DELIVERED) THOMSON ASSOCIATES INC.
in the presence of:)
)
) Per: _____
)
)
)
) Name of advertiser:
)
) _____
)
) Per: _____

SCHEDULE "A"
WEB HOST'S ADVERTISING SPECIFICATIONS

Required

1. A summary of the investment opportunity and/or company wishing to be displayed on the Angel Investments section of the Thomson Associates website.
2. Information regarding the person to be contacted by interested parties including contact name, telephone number, email address and website address (if applicable). Thomson Associates will not field questions regarding the posted opportunities and all inquiries will be directed to the designated contact person.

Optional

1. The executive summary of a business plan, investment memorandum or other relevant document to be no longer than 5 pages.
2. A hyperlink to an investor presentation to be hosted by the Advertiser.