



Delivering High Quality Web Traffic.
 Online Advertising Division
 Of 2091484 Ontario Inc..

Toll Free 1-(866)-821-5366
 Tel 1-(416)-619-5421
 Web www.tiptopads.com
 Email info@tiptopads.com

Date Reference # Agent Start Date

Personal Info	First Name		Last Name		
	Company Name		Contact Person	Contact Number	
	Address		City	Zip/Postal Code	State/Province
	Phone Number <small>(Incl area code)</small>	Ext	Fax Number	Mobile Number	
	Email Address			Best to contact via	

Services	I/we would like to order the following service(s) to be performed on the website address described below. (check all that apply)	
	<input type="checkbox"/> Search Engine Advertising (SEM) <input type="checkbox"/> Search Engine Optimization (SEO) <input type="checkbox"/> Content Development <input type="checkbox"/> Other _____	
	For Search Engine Optimization services Tip Top Advertising will require you to forward us access to your website files. We will contact you for such information.	
Website address (url)		Landing Page <input type="checkbox"/> To be selected by Tip Top Advertising
Industry Description		

Keyword Selection	Please fill in the keywords, terms and phrases that are relevant and well known to describe your industry, services and products. These should be the keywords, terms and phrases that your Target Visitors will use to search for your products and services.	
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/> I/we are responsible for providing Tip Top with the applicable number of keywords, terms and phrases for services ordered herein.	

Target Visitors	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Both
	Age Range: <input type="checkbox"/> 15-20 <input type="checkbox"/> 21-29 <input type="checkbox"/> 30-45 <input type="checkbox"/> 46-55 <input type="checkbox"/> 55 +
	Income: <input type="checkbox"/> 17K-25K <input type="checkbox"/> 26K-45K <input type="checkbox"/> 45-90K <input type="checkbox"/> 90K+
	Languages: <input type="text"/>
	Select country, state/province, city or please indicate the radius in kilometers from your business
Region: <input type="text"/>	
Additional description of your Target Visitors	<input type="text"/>
Please note that not all publishers described below will enable the targeting of visitors along all of the demographic criteria selected above. For more information visit www.tiptopads.com	

Ad Type	Number of Ads (Total number dependant on SEM plan selected) <input type="text"/>
	Choose from the following:
	<input type="checkbox"/> Text Ads (no extra fees) <input type="text"/> <input type="checkbox"/> Image Banner Ads <input type="text"/>
	<input type="checkbox"/> Video Banner Ads <input type="text"/> <input type="checkbox"/> Flash / Animated Banner Ads <input type="text"/>
	<input type="checkbox"/> I/we will provide Tip Top Advertising the selected number of ads formatted according to selected publisher(s) terms and conditions.
	<input type="checkbox"/> I/we want Tip Top Advertising to develop the ads as selected above.

Plan	Publishers <input type="checkbox"/> Google + Network (Default) <input type="checkbox"/> MSN <input type="checkbox"/> Bell (Sympatico) <input type="checkbox"/> Yahoo! (additional \$199 signup fee) <input type="checkbox"/> Tip Top Network Site (Cost Per Month-SEM) <input type="text"/>
	For each additional Publisher selected above I/we will add a one time setup fee of \$100
	Selected Plan(s) <input type="text"/>
	Monthly Advertising Budget <input type="text"/>
	SEM Maximum Cost Per Click (\$0.70 minimum bid) <input type="checkbox"/> I/we would like Tip Top Advertising to set the bid Cost per Click of our SEM advertising campaigns at their discretion.

Payment Info	I/we on my/our own behalf, or on behalf of the above-named corporation or other business entity, as applicable, acknowledge that I/we have read, understood, and agree to be bound by the terms of this Agreement, including the back page of this document and the Tip Top Advertising Terms of Service, as they may be amended from time to time.
	Client Signature <input type="text"/>
	Tip Top Advertising - Agent <input type="text"/>
	Application not in force until executed by Tip Top Advertising authorized signing officer below:
	<input type="text"/>

Please select payment option:	Total Service Plan(s) (monthly fees)
<input type="checkbox"/> Pay Pal - Send me/us a payment bill via email provided above. <input type="checkbox"/> Cheque - Please make all cheques payable to 2091484 Ontario Inc.	Other Services (one time fees)
Credit Card (select one) <input type="checkbox"/> VISA <input type="checkbox"/> Master Card <input type="checkbox"/> American Express	Sub Total
Exact name on the card <input type="text"/>	G.S.T 810099341RT0001
Billing address <input type="text"/>	Total
<input type="checkbox"/> same as above	Down Payment
Credit Card Number <input type="text"/>	Total Balance
Expiration Date Month Year <input type="text"/>	
[Note: We require you to provide a credit card payment authorization in the event that your selected any SEM plan]	

This Agreement Between:

2091484 Ontario Inc. o/a Tip Top Marketing, a company incorporated & operating under the laws of the Province of Ontario (hereafter "Tip Top"
-and-

The Party described on the front page of this Agreement (hereafter the "Client") (collectively the "Parties")

In return for good and valuable consideration, the sufficiency of which the Parties hereby acknowledge and accept, the Parties do hereby agree as follows:
Tip Top will provide those services ordered by Client on the front page of this Agreement. The fees payable by Client for those ordered services are as specified on the front page of this Agreement, plus all applicable taxes.

Client shall pay to Tip Top all fees associated with the services to be provided herein at the time of placing such order. Client may rescind its order by providing Tip Top with notice in writing no more than 48 hours after placing such order.

Client's breach of any term or condition of this Agreement will render the terms of this Agreement voidable by Tip Top at its sole determination and discretion.
All amounts paid to Tip Top by Client, and all amounts due and owing under the terms of this Agreement, are the property of Tip Top and will be retained by Tip Top as liquidated damages and not as a penalty, as a consequence of Client's breach of any of the terms of this Agreement, including but not limited to Client's breach of its payment obligations.

Client warrants that all of the information that it provides herein, including but not limited to payment information, is correct and accurate to the best of its knowledge and belief.

Client agrees to provide Tip Top with credit card payment information and related authorization to process all payments due and owing. Tip Top may renew any of the services ordered herein in accordance with the terms hereunder, and Client hereby provides its authorization for Tip Top to process any payments associated with said renewals using the payment details provided by Client.

Client's failure or refusal to provide adequate payment details, or Tip Top's inability to process Client's payment for services ordered for any reason shall entitle Tip Top to seek all remedies to enforce on such promise of payment available at law.

Client agrees to provide Tip Top with complete and accurate information concerning its organization and payment particulars, and to notify Tip Top in writing within 14 days of any changes to such information. All such information will be kept and used by Tip Top in strict confidence all in accordance with its posted privacy policy available for reference at www.tiptopads.com/privacy.

Client acknowledges and agrees that this Agreement shall incorporate and be read together with the Tip Top Terms of Service, in respect of the services to be provided hereunder, available for reference at www.tiptopads.com/terms. Client hereby agrees to be bound by said Terms of Service, as they may be amended from time to time.

Client acknowledges that, in its provision of services ordered by Client herein, or in any amendment to this Agreement, Tip Top may enter into separate agreements with third-party service providers on Client's behalf or otherwise. Client hereby agrees to abide by all terms and conditions imposed by any and all such third-party service providers, including but not limited to Google, Yahoo, MSN and Bell Sympatico, that in any way relate to the services to be provided herein. Client agrees to indemnify Tip Top and hold it harmless for any levies, fines or penalties imposed by such third-party service providers in respect of Client's breach of their respective terms and conditions.

Tip Top shall perform those Internet Marketing services ordered by Client to the best of its knowledge and ability. Client acknowledges that Tip Top does not make or extend any warranties, guarantees or representations of any kind, express or implied, arising at law, in contract, or in tort concerning the fitness of the services to be provided herein for any particular Client purpose.

Client acknowledges and agrees that Tip Top's provision of the services herein are on an "as is" and "as available" basis, and Tip Top extends no warranty that these services will remain uninterrupted, or be provided in a timely, secure and error free manner.

Tip Top shall make every effort to ensure that the services to be provided herein will remain operational at all applicable times, however, Client acknowledges and agrees that Tip Top shall bear no responsibility or liability to Client or any third-party for any act of God or other unforeseeable circumstances that renders the services provided by Tip Top herein unusable by Client.

Client acknowledges and agrees that Tip Top shall bear no responsibility or liability to Client or any third-party for any indirect, special, exemplary or consequential damages, including but not limited to any loss of profit and goodwill, whether arising at law, in contract, or in tort.

Tip Top bears no responsibility to Client to continue to provide any of the services ordered by Client herein if those services relate to or become, in any way, the subject of a legal proceeding or threatened legal proceeding in any jurisdiction.

Client agrees to indemnify Tip Top and hold it harmless for any and all loss, damage, liability and expense in any way relating to Tip Top's provision of services herein, including but not limited to any breach of representations or warranties, any Client misconduct or negligence, and any infringement by Client of the Intellectual Property of any third-party, or Client's misappropriation of any confidential information or trade secrets of any third-party.

This Agreement, together with the Tip Top Advertising Terms of Service, as they may be amended from time to time constitutes the entire understanding between the Parties as of the date of this Agreement. Client acknowledges and agrees that Tip Top at its sole discretion may modify or amend the terms of this Agreement upon providing Client with thirty (30) days written notice of such modification or amendment.

The rights and obligations of the Parties shall enure to the benefit of, and be binding and enforceable upon the respective successors and assigns of either Party.

No consent or waiver, expressed or implied, by any party hereto of any breach or default by any other party hereto in the performance of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder.

The Parties agree that this Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

In the event that any disagreement arises between the parties hereto with reference to this Agreement or any matter arising hereunder and upon which the parties cannot agree, then every such disagreement shall be referred to final and binding arbitration pursuant to the provisions of the Ontario Arbitrations Act 1991.

Any notices, requests or other communication to either party by the other hereunder shall be made in writing and may be sent by (i) personal delivery with receipt acknowledged, or (ii) registered mail, postage prepaid, or (iii) sent by facsimile, e-mail, or other electronic transmission with delivery confirmed. Such notice shall be deemed received 3 business days after mailed, on the date of personal delivery with receipt, and on the next business day following electronic transmission.

In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired and remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid illegal or unenforceable provision.

Client warrants that it holds the power and authority to enter into this Agreement, and that there are no restrictions on Client's ability to do all things required of it under the terms of this Agreement. Client warrants that, where it signs this Agreement on behalf of a corporation or other business entity, that it holds the power and signing authority to enter into this Agreement on behalf of said corporation or other business entity.

The Client acknowledges that it has read, understood and agrees to be bound by the terms of this Agreement. The Client acknowledges that it has had the time and opportunity to obtain independent legal advice in respect of the terms of this Agreement.