

SECURITIES AND EXCHANGE COMMISSION

FORM 10-12G/A

Initial general form for registration of a class of securities pursuant to Section 12(g) [amend]

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FILER

TOPCLICK INTERNATIONAL INC/DE

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SIC: **7389** Business services, nec

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[Letterhead of STEPP & BEAUCHAMP LLP]

November 11, 1999

Securities and Exchange Commission
450 5th Street N.W.
Washington, DC 20549-0305

Mailstop 0305, SEC

Att: Bradley Kamlet, Esq./Letty Lynn, Esq.

Re: TopClick International, Inc. Registration Statement on Form 10-SB File No.
1-14955

Dear Mr. Kamlet and Ms. Lynn:

As you know, this law firm represents TopClick International, Inc., a Delaware corporation ("Company"). Please address all future communications regarding the Company to the undersigned.

Please be informed that the undersigned has received and read your letter dated October 29, 1999, to Mr. Chris Lewis, President and Chief Executive Officer of the Company, regarding the Company's Amendment No. 2 to the Registration Statement on Form 10-SB ("Registration Statement") filed with the Securities and Exchange Commission ("SEC") on October 19, 1999. The purpose of this letter is to respond, in writing, to the questions, comments, and requests for information specified in that letter, and to direct your attention to the amendments to the Registration Statement specified in Amendment No. 3 to the Registration Statement which is being filed concurrently herewith ("Amendment No. 3"). A redlined copy of Amendment No. 3 and all exhibits thereto are enclosed herewith for your convenience. The provisions of this letter which are numbered are intended to correspond and respond to the order of paragraphs in your letter dated October 29, 1999.

1. The Company contacted EDGAR filer support and arranged for its registration number to be changed to specify that the Company is registering its securities under Section 12(g) of the Securities Exchange Act of 1934, as amended ("Exchange Act"). The error arose from the Company's EDGAR service. You will note that all filings on EDGAR after April 1999 have correctly specified registration under Section 12(g) of the Exchange Act.

Securities and Exchange Commission
November 11, 1999
Page 2

2. The Company's October 1, 1999, press release is not inaccurate, in that the Company filed a Registration Statement on Form 10-SB on April 23, 1999, which became effective 60 days after filing, or on June 22, 1999. However, the Company recognizes the distinction between an effective registration statement and a registration statement which has cleared comments from the SEC. The Company invites your suggestions as to an appropriate means to clarify this representation.
3. The Company will delete references in its future press releases and quarterly and annual reports referencing the Private Securities Litigation Reform Act of 1995 and any of the provisions thereof.
4. The Company has examined the forward-looking information specified in Amendment No. 3 to the Registration Statement on Form 10-SB and has updated the forward-looking information relating to anticipated revenues of the Company. Moreover, although the Company's Registration Statement on Form 10-SB has not yet cleared comments, the Company became a reporting company on June 22, 1999.
5. The Company has amended the portion of the Registration Statement entitled Business of the Company to present in more detail each of the four methods by which the Company proposes to generate revenues. As disclosed in Amendment No. 3 to the Registration Statement, the Company is reconsidering several of these methods of generating revenue.
6. The Company has amended the portion of the Registration Statement entitled Business of the Company to specify how the Company will generate revenues from e-commerce. The Company has replaced the term "e-commerce brokerage transactions" with the more specific term "commission referral fees" and has provided a more detailed discussion of its proposed e-commerce activities.
7. The Company has amended the portion of the Registration Statement entitled Business of the Company to specify that the Company does not presently have any paying subscribers and that, while the Company is considering the possibility of generating revenues from subscription fees for certain proposed Internet services, the Company does not currently provide any specialized Internet services.
8. The Company has deleted the fifth sentence of the fourth paragraph on Page 3 of Amendment No. 3 to the Registration Statement.

Securities and Exchange Commission
November 11, 1999
Page 3

9. The Company has amended the portion of the Registration Statement entitled Liquidity and Capital Resources to specify that the Company's

primary source of revenue at present is the sale of the Company's common stock. The Company, however, has proven sources of liquidity and capital (for example, the Financing Agreement to which reference is made in Paragraph 10 below).

10. The Company has amended the portion of the Registration Statement entitled Liquidity and Capital Resources to specify the material terms of the Financing Agreement. The Company has also filed the Financing Agreement as an exhibit to Amendment No. 3 to the Registration Statement as a material contract.
11. The Company's Registration Statement has been signed by its President, Chris Lewis, as have the previous Amendments to the Registration Statement.
12. The Company has moved the signature page so that it appears after the financial statements.

Hopefully, the information specified in this letter, and in Amendment No. 3 to the Company's Registration Statement on Form 10-SB, responds completely to the comments specified in your correspondence dated October 29, 1999. If not, please do not hesitate to contact the undersigned.

Your assistance in this matter is appreciated. Thank you.

Sincerely,

STEPP & BEAUCHAMP LLP

/s/ Thomas E. Stepp, Jr.

By: Thomas E. Stepp, Jr.

Enclosures

SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

AMENDMENT NO. 3
To
FORM 10-SB

GENERAL FORM FOR REGISTRATION OF SECURITIES
OF SMALL BUSINESS ISSUERS

Under Section 12(b) or 12(g) of
The Securities Exchange Act of 1934

TOPCLICK INTERNATIONAL, INC.,
a Delaware corporation
(Exact name of registrant as specified in its charter)

DELAWARE

330755473

(State or other jurisdiction
of incorporation or organization)

(I.R.S. Employer Identification No.)

Suite 200, 1636 West 2nd Street, Vancouver, British Columbia, Canada V6J 1H4

(Address of registrant's principal executive offices)

(Zip Code)

(604) 737-1127

(Registrant's Telephone Number, Including Area Code)

Securities to be registered under Section 12(b) of the Act:

Title of each class
to be so registered:

Name of Each Exchange on which
each class is to be registered:

None

None

Securities to be registered under Section 12(g) of the Act:

Common Stock, Par value \$.001

(Title of Class)

Copies to:

Thomas E. Stepp, Jr.
Stepp & Beauchamp LLP
1301 Dove Street, Suite 460
Newport Beach, California 92660
949.660.9700
Facsimile 949.660.9010

Page 1 of 27

Exhibit Index is specified on Page 10

1

Item 1. Description of Business.

The Company was originally incorporated to engage in any lawful act or activity

for which corporations may be organized under the General corporation Law of Delaware. The Company initially was involved in the development of oil and gas properties. After the consummation of a series of corporate acquisitions specified herein under the subheading entitled Development of the Company immediately below, the nature of the Company's business changed from development of oil and gas properties to the business of facilitating the consumption of information, products and services via the Internet. To this end, the Company currently provides Internet users with a one-stop information index to the top Internet guides, which allows users to view and then quickly select the best guide for their needs based on their choice of information subject. The Company's services allow Internet users to locate their subject categories easily and provides them with the freedom to roam back and forth from guide to guide. For example, inside the Company's Internet golf environment, the Company has packaged all of the top Internet guides to golf, such as Yahoo!, Excite and Lycos.

Development of the Company. TopClick International, Inc., a Delaware corporation formerly named Galveston Oil & Gas, Inc. ("Company"), was incorporated in the State of Delaware on October 3, 1996. The Company changed its name to TopClick International, Inc. on or about February 5, 1999 by filing an amendment to its Certificate of Incorporation with the Delaware Secretary of State. Pursuant to an Acquisition Agreement dated January 28, 1999, the Company acquired all of the shares of TopClick Corporation, a Delaware corporation incorporated on July 8, 1998 (previously defined in this Prospectus as "TC") which, in turn, had previously acquired certain assets from E.Z.P.C. Canada Inc., which was incorporated on September 28, 1994, under the Canada Business Corporations Act with one common share owned by Helpful By Design, Inc., a Canadian federal jurisdiction corporation ("HBD"). The Acquisition Agreement was part of a Financing Agreement specified more completely below. TC is now a wholly-owned subsidiary of the Company.

As consideration for the exchange, assignment, transfer, conveyance, setting over and delivery of the shares of TC, the Company issued 8 shares of its \$.001 par value common stock for every 7 shares of TC \$.001 par value common stock. This exchange value was determined by negotiations between the Company, TC, and Sonora Capital Corporation, a British Columbia corporation ("Sonora"), and was approved by a majority of the shareholders of TC.

On or about July 14, 1998, the name of E.Z.P.C. Canada, Inc., was changed to TopClick (Canada) Inc. In September, 1998, HBD sold the TopClick website (which website is described more specifically below) and related assets, including the one common share of TopClick (Canada) Inc., to TC for the issuance of 7,000,000 shares of \$.001 par value common stock of TC to HBD and forgiveness of indebtedness owed by HBD to TopClick (Canada) Inc. The TopClick website and related assets were valued by the Board of Directors of HBD ("HBD Board") at US\$700,000 (all amounts are in United States currency unless otherwise specified.) The HBD Board valued the forgiveness of a debt in the amount of \$480,000 in Canadian Dollars ("CDN\$") at \$315,789, at an exchange rate of approximately 1.52 CDN\$ to one United States dollar. The HBD Board believes that total consideration for the sale of the TopClick website and related assets was, therefore, approximately \$1,015,789. As part of this transaction, TC agreed to

convert the shares of preferred stock held by shareholders of TopClick (Canada) Inc. into shares of common stock of TC.

2

On or about January 28, 1999, TC entered into a Financing Agreement with the Company, Sonora, HBD, and other parties whereby a group of investors represented by Sonora provided \$2,000,000 to the Company. As part of a series of related transactions, HBD and the shareholders of TC transferred their shares of TC to the Company so that TC became a wholly-owned subsidiary of the Company. A copy of the Financing Agreement is attached as Exhibit 4 to this registration statement. A copy of the Acquisition Agreement is attached to that Financing Agreement as Exhibit B thereto.

Business of the Company. As set forth above, the Company owns and operates the TopClick website, a unique information retrieval guide for Internet users. The TopClick website contains the first comprehensive Internet "superguide" to the major Internet guides, designed to help Internet users find the answers to their searches more quickly and effectively than they can through conventional single guides or search engines. TopClick makes it easy for Internet users to find their subjects and move back and forth from guide to guide without having to visit each guide's homepage and conduct individual searches. The TopClick website is located at the Internet address www.topclick.com. The TopClick website's features include "central keyword searching", which provides one-stop keyword searching across the top portal sites, including Yahoo!, Excite, Lycos, GoTo.com, Go Network, Ask Jeeves, Dogpile, Northern Light, Looksmart, Infoseek, Snap!, Webcrawler, AOL Netfind, HotBot and Alta Vista. The TopClick website also features top Internet brands across thousands of information subjects, organized into 51 easy-to-use information categories. The website currently houses over 8,000 top sites and anticipates adding additional top sites.

The Company anticipates generating revenues from commission referral fees during the next 12 months. The Company contemplates that it will direct Internet traffic to e-commerce vendors; in return, the Company anticipates receiving a commission referral fee ranging from 8% to 25%. The Company also anticipates more direct involvement in e-commerce. For example, the Company has recently opened a virtual bookstore by packaging approximately 300 books on privacy issues. The Company intends to sell these books over the Internet and receive a sales commission, similar to the operations of Amazon.com. The Company anticipates deriving revenues from the virtual bookstore within the next 6 months.

While the Company is considering the possibility of generating revenues from subscription fees from subscribers for certain proposed Internet services, the Company does not currently provide any specialized services and does not currently have any subscribers. The Company is considering providing personalized information services to paid subscribers but has not yet determined the scope of such services nor the subscription rates for such services.

The Company derives certain consumer data from customer profiles. During the past 12 months, the Company contemplated generating revenues through the sale of this consumer data to third parties. However, as specified above, the Company recently opened a virtual bookstore relating to privacy issues, and Management of the Company believes that selling research data (commonly referred to as "aggregated data") to advertisers or market researches may not comport with the Company's privacy-related businesses. While it is a common practice for entities with high traffic volume websites to sell such aggregated data, this proposed policy is currently under review by Management of the Company. Therefore, the Company may elect to forego this potential revenue source.

3

In the same way, websites with high traffic volumes typically generate advertising fees through the sale of banner and other types of Internet advertising. The Company has not yet determined whether it will sell such advertising on its website. Moreover, in the event the Company elects to sell such advertising, the Company's advertising revenues will depend, in part, on the volume of traffic at the Company's website.

The Company has built and is continuing to develop a complex database of HTML links arranged into predefined categories and subjects across the top guides on the Internet. The TopClick guide currently includes links from Yahoo!, Excite, Lycos, Infoseek, Looksmart, Webcrawler, AOL, Snap! and Magellan. There are two principal ways to use the TopClick guide: (1) users can quickly click through three levels of information: Group, Category, and Subject. Users can then "click out" to any of the top Internet guides; or (2) alternatively, users can enter a keyword into the search panel and then click out to their choice of the top 12 search engines on the Internet.

In April, 1999 the Company reported that the usage of its website had increased significantly during the first period of 1999 and, in March alone, the Company served close to one million page views. The term "page view" means the accessing of a website page on the Internet. Often used by advertisers to gauge the "traffic", or frequency of visitation, on a specific website, the term "page view" differs from the Internet term "hit" in that a page view counts only the number of times a page has been accessed, while a "hit" counts the number of times that all the elements on a specific page, including graphics, have been accessed.

In May, 1999 the Company began an e-commerce initiative with LinkShare Corporation ("LinkShare"), whose software enables companies selling goods or services on the Internet to establish business partnerships through cross-selling and cross-referral agreements with other sites. In addition to providing technology, LinkShare tracks and verifies customer referrals and

transactions and manages the related revenue structures. LinkShare currently services more than 150 retailers and manages a network of tens of thousands of affiliate sites. LinkShare is privately owned and headquartered in New York City, with offices in San Francisco and Denver. Additional information can be obtained at LinkShare's website at <http://www.linkshare.com>.

The Company believes that its participation in the LinkShare program will enable it to establish e-commerce relationships with over 150 existing electronic retailers, and to earn referral revenues through those relationships. In the first phase of this program, the Company has been approved to integrate e-commerce offerings from 1-800-Flowers, Borders.com, Cyberian Outpost, Fashionmall, Florist.com, K-Tel, American Eagle Outfitters, and AudioBook.

The Company has not generated any revenues to date and has a comprehensive loss for the year ended June 30, 1999 of US\$444,681.00.

Transition of Website. In March, 1999 the Company entered into a nonexclusive, nontransferable Master Service Agreement with Frontier GlobalCenter, Inc. ("Frontier") for Internet connectivity services, which obligated the Company to pay monthly bandwidth charges, to purchase software and hardware (specifically, servers) to facilitate such services, and to lease monthly rack space to store those servers, all of which allowed the Company to move its website to allow for more rapid growth. Frontier specializes in scalable high-speed hosting services, and hosts many of the world's busiest websites, including Yahoo!, Netscape, Playboy, Pacific Bell, Quote.com, and USA Today. The Company has installed a high-speed server and software system together with a leading statistical

4

analysis and tracking software solution from Marketwave Corporation of Seattle, Washington ("Marketwave"), all supported by a 12-month maintenance contract. Marketwave is a leading innovator in real-time Internet data mining and traffic analysis software, with more than 40,000 licensed corporate customers including industry names like Intel, Dell, AT&T, Cox Communications, Volvo and NBC Europe. The new hosting architecture incorporates a fully redundant system supported by a "high-availability" load-balancing solution which distributes peak traffic across the servers to improve performance.

Employees. The Company and its subsidiaries currently have eight employees, all of which are full-time employees. Management of the Company anticipates using consultants for business, accounting, engineering, and legal services on an as-needed basis.

Key Employees. The Company's key employees are Chris Lewis, the President and Chief Executive Officer; Terry Livingstone, the Chief Operating Officer; Jason Wilkes, Vice President in charge of business development; and Rory Wadham, lead programmer.

Item 2. Management's Discussion and Analysis of Financial Condition and Results

of Operations

Information retrieval is already a significant market on the Internet, but the growth of the Internet requires continued advances in Internet guide services. Because of the expanding volume of information on the Internet, no single company has been able to monopolize Internet guides and referencing indexes. The Company believes that the continued rapid expansion of the Internet provides opportunities for the Company's innovations and will further provide the Company with markets which the major search engines and guides do not control or dominate. The Company believes that there is a window of opportunity to establish a package of the best Internet guides into one environment.

The Company's innovations include the packaging of top Internet destinations, a simplified Internet navigation structure, and a fast, simple one-stop information search interface to the top Internet information directories, search engines and meta-search engines by the Company's "central keyword searching" facility. This feature provides one-stop keyword searching across the top portal sites including Yahoo!, Lycos, GoTo.com, Go Network, Ask Jeeves, Dogpile, Northern Light, Looksmart, Infoseek, Snap!, Webcrawler, AOL Netfind, HotBot and AltaVista.

Plans for Future Operations and Marketing Strategy. As set forth above, in May, 1999 the Company began an e-commerce initiative with LinkShare, which, the Company believes, will enable the Company to establish various e-commerce relationships. The Company anticipates that it will market itself to the Internet community as a clearinghouse and an encyclopedia of quality Internet guides. The Company believes that it will continue to develop increased. The Company bases its belief that it will continue to increase monthly traffic volumes, in part, on the increase of its website traffic by 1200 percent in the first quarter of 1999, and the Company's belief that the Internet will continue to grow at a significant rate, and the Company's plans to establish e-commerce agreements with strategic partners. During the period April 1, 1999 through and including June 30, 1999, the Company's website generated 1,117,880 page views and 477,143 unique searches.

The overall marketing plan for the Company's products and services is based on two separate promotional phases: (1) the Initial Site Launch Plan and (2) the Market Development Plan.

Initial Site Launch Plan. The Company anticipates that it will launch multiple online tactical programs to create awareness of the Company's websites and services with the goal of inducing potential clients to visit the Company's websites, where demonstrations of the Company's products and services will be displayed. The Company believes that by keeping the information current, subscribers will return to the Company's websites, the ultimate goal being increased usage over time.

The Company believes that over 80% of all Internet searches originate through the top 8 guides. The Company intends to submit its website to those top 8 guides and to use an automated software package to submit the TopClick website to the other 1,000 guides on the Internet. The Company's objective is to build the Company's websites and brands into well-known Internet properties.

The Company intends to submit Topclick.com to the top 10 site award businesses on the Internet through the use of electronic press releases. The Company intends to use the same methods to submit Topclick.com to the Top 10 Cool Sites/What's New Sites website to gain further recognition with Internet customers. The Company anticipates that it will send out press releases to the principal media groups that cover the Internet such as ABC, CNN, and CBS, as well as to technology news suppliers like PointCast. The Company also anticipates that it will provide automated announcements to specific interest groups at Internet chat environments and present its guide to mass community sites, such as Geocities, as a complimentary service which the Company believes will enhance the value of its core products. The Company will concentrate on disseminating information about its products and services to specific opinion-forming communities, such as teachers and marketing professionals via e-mail announcements.

Market Development Plan. For new Internet customers, the Company contemplates that it will establish channel development programs to Internet service providers, cable companies, telephone companies, satellite companies and web television businesses, with the intention of placing a link to TopClick in their software, as a starting point for those new Internet users.

A "link" is a selectable connection from one word, picture, or information object to another on the Internet. The most common form of link is the highlighted word or picture that can be selected by the user (with a mouse or in some other fashion), resulting in the immediate delivery and view of another file. The highlighted object is often referred to as an "anchor". The anchor reference and the object referred to constitute a hypertext link. The Company anticipates that it will seek logo and URL linking arrangements with targeted sites. The Company intends to develop "tell-a-friend" extensions to the TopClick site to make it easy for existing users to electronically tell friends about the Company's services.

Developing Site Traffic. The Company believes that it must develop volume traffic on its site in order to be successful. Once traffic volume has been established, the Company believes that it will become a distribution point for advertisers and will develop opportunities to participate in sponsorship agreements, electronic commerce agreements and joint marketing ventures. The Company intends to build its initial equity value measured by traffic (that is, page views) and then intends to develop multiple revenue streams as a broker of diverse audience interests. There is no assurance, however, that the Company will build an equity base which will be considered worth acquiring. Initially, the Company will offer its products and services free to its customers, strategic partners and media partners.

In keeping with this strategy, the Company will concentrate its marketing efforts on increasing site traffic. Promotional space and other content on the site will be provided free to content partners, to increase traffic. The Company intends to form strategic relationships with the existing top Internet guides, including providing free content links to areas of their sites that those guides want to promote (for example, by providing free content links to the Yahoo Golf Guide). Through the use of free space inside the TopClick guide, the Company intends to develop a database of advertising contacts, media contacts, and Internet guide contacts. At the same time, the Company will attempt to increase volume to the Company's site using an integrated marketing communications program to existing and new Internet users. The Company further intends to develop piggy-back marketing programs and cross-promotional opportunities with other online media. The TopClick guide will be offered free to users, strategic partners (such as existing Internet guides) and other media partners.

Name Identification. The Company has purchased additional domain names and will attempt to prevent third parties from adopting names similar to TopClick. The Company has entered into various domain name registration agreements for Topsearches.com, Mytopclick.com, Topclicking.com, Topclick-Inc.com, Topclickinc.com, Top-Clicks.net, Topclick.net, Topclicks.net, Topclicks.com, Top-click.com, Top-clicks.com, Top-click.net, Lookmarks.com with Network Solutions, Inc. ("NSI"). NSI is responsible for the registration of second-level Internet domain names in the top level COM, ORG, NET, and EDU domains. NSI registers these second-level domain names on a first come, first served basis. By registering a domain name, NSI does not determine the legality of the domain name registration, or otherwise evaluate whether that registration or use may infringe upon the rights of a third party. Effective February 25, 1998, NSI revised its domain name dispute policy which provides, among other things, that if a registrant files a civil action related to the registration and use of a domain name, and provides NSI with a copy of the file-stamped complaint, NSI will maintain the status quo ante of the domain name record pending a final or temporary decision of that court. In such cases, NSI will deposit control of the domain name into the registry of the court by supplying the registrant with the registry certificate for deposit. While the domain name is in the registry of the court, NSI will not make any changes to the domain name record unless ordered by the court.

The Company believes that this revision to NSI's domain name dispute policy will discourage frivolous claims against the domain names held by the Company. Domain name registrations are effective for two years and may be renewed year-to-year thereafter.

Expanding Internet Markets. Nua, one of Europe's leading online consultants and developers, estimates that there were approximately 100 million Internet users worldwide in January, 1998. According to a recent report in Computer Intelligence, the growth rate of Internet users may have increased by as much as 30% in 1998. The Company anticipates that it may benefit from that growth;

however, no guaranty can be provided that such will occur.

North American Internet users represent more than 80% of all users. Until a year ago, almost 99% of the 13 million servers hooked to the Internet were distributed throughout North America, Western Europe and Japan. Internet advertising revenue has grown significantly since 1996, and, in 1998, approached the total advertising revenue for all domestic national newspaper revenues. Most analysts predict that this significant growth rate will continue through the year 2000. Netscape World recently predicted that Internet advertising revenues will surpass those of all domestic national newspaper revenues by this year. The Company should benefit from such growth; however, no guaranty can be provided that the Company will so benefit.

7

State of Readiness for Y2K. The Company has performed an assessment of the Company's information technology ("IT") systems as well as its non-IT systems (such as embedded technology in manufacturing or process control equipment containing microprocessors or other similar circuitry) relating to the Y2K problems previously referenced herein. The Company evaluated all hardware and software for Y2K compliance by using sources from the Internet, by contacting manufacturers, and by contacting third party suppliers of phone systems and security systems. Additionally, the Company reviewed product documentation for Y2K compliance where such was available.

The in-house workstations of Company employees and subcontractors are Pentium Personal Computers which utilize Windows 95 and Office 97+ software. The Company believes that all critical applications of that software are Y2K compliant. The Company has one additional workstation which is also Y2K compliant.

Built on a UNIX platform, the server hardware and software for the webserver environments used to host and serve the TopClick website are also Y2K compliant. After conducting testing and evaluation, the Company believes that its phone system, its Network Hub, its power backup systems and its security system are all Y2K compliant. The Company's facsimile machine, however, is not Y2K compliant.

Cost to Address the Company's Y2K Issues. The only significant equipment replacement cost the Company anticipates is approximately CDN\$600 (at May 24, 1999, the exchange rate was US\$1.00 to CDN\$1.53, so as of that date CDN\$600 was approximately US\$392.16) to replace the Company's facsimile machine. The Company does not anticipate any additional upgrade, replacement, or equipment servicing charges to become Y2K compliant. The Company will monitor external service providers through the Year 2000 at a cost of approximately CDN\$125.00 (approximately US\$81.70). Therefore, based on current estimates, the costs of addressing this issue are not expected to have a material adverse effect on the Company's financial position, results of operations or cash flows. The potential impact of the Y2K issue on significant customers, vendors and suppliers of the Company cannot be reasonably estimated at this time.

The Company's Contingency Plans. To prevent electrical failures from adversely affecting the Company's operations, the Company performs regularly scheduled data backups and connects its computer system to backup power systems. Through the Year 2000, the Company will continue to communicate with its electrical and telecommunications providers to remain informed about (i) the status of such suppliers' Y2K compliance, and (ii) the potential impact that the failure of these suppliers to become Y2K compliant will have on the Company.

Liquidity and Capital Resources. As set forth above, on or about January 28, 1999, the Company entered into a Financing Agreement with a group of investors represented by Sonora Capital Corporation, a British Columbia corporation ("Sonora"). Other parties to the Financing Agreement were Peter Hough, Clive Barwin and James Decker, British Columbia residents; and Helpful By Design, Inc., a Canadian federal jurisdiction corporation ("HBD"). Chris Lewis, the Chief Executive Officer of the Company, was a significant shareholder of HBD, and Mr. Lewis was also a party to the Financing Agreement. TC is now a wholly-owned subsidiary of the Company. The group of investors represented by Sonora provided the Company with \$2,000,000. Pursuant to the Financing Agreement, the Company acquired all of the shares of TopClick Corporation, a Delaware corporation incorporated on July 8, 1998 ("TC") which, in turn, had previously acquired certain

8

assets from E.Z.P.C. Canada Inc., which was incorporated on September 28, 1994, under the Canada Business Corporations Act with one common share owned by HBD.

As consideration for the exchange, assignment, transfer, conveyance, setting over and delivery of the shares of TC, the Company issued 8 shares of its \$.001 par value common stock for every 7 shares of TC \$.001 par value common stock. This exchange value was determined by negotiations between the Company, TC, and Sonora, and was approved by a majority of the shareholders of TC. A copy of the Financing Agreement is filed as a material contract as Exhibit 10.1 to this Amendment No. 3 to the Company's Registration Statement on Form 10-SB.

The Company believes that it may be able to acquire additional financing at commercially reasonable rates; however, there can be no assurance that the Company will be able to obtain additional financing at commercially reasonable rates, or at all. The Company has expended, and will continue to expend in the future, substantial funds on the research and development of its products and services. The failure of the Company to obtain additional financing, or to generate revenues from its Internet products and services, would significantly limit or eliminate the Company's ability to fund its research and development activities, which would have a material adverse effect on the Company's ability to continue to compete with other Internet directory service providers. Moreover, although the Company has significant cash reserves, it cannot continue to operate indefinitely without generating revenues. At present, the Company's primary source of revenue is the sale of its securities.

Results of Operations. The Company has not yet realized any revenue from operations. In the year ended June 30, 1999, the Company expended \$260,019 in software development costs, which represent costs relating to the development of the Company's Internet website. The Company anticipates that these costs will be amortized upon the commercial exploitation of the Company's Internet website. During the year ended June 30, 1999, the Company capitalized \$10,075 of depreciation of its computer equipment as software development costs.

The Company experienced a net loss from its operating activities of \$482,680 for the year ended June 30, 1999 and a net loss, after interest income and write-off of deferred charges, of \$462,603, resulting in a loss per share of \$0.04. This loss was further offset by foreign currency translation adjustments of \$17,922, resulting in a comprehensive loss of \$444,681 at June 30, 1999.

At June 30, 1999, the Company had cash of approximately \$1,667,370 deposited with RBC Dominion Securities Ltd. ("RBC"), earning interest at 3.75% per annum. RBC is a leading debt and equity underwriter in Canada and a member of the Royal Bank Financial Group, a global financial services group.

Recent Developments. On June 4, 1999, the Company announced that it had added twenty high profile Internet retailers to the development of its e-commerce environment in preparation for the launch of the TopClick Marketplace, a packaged e-commerce shopping environment that will be offered on the Company's homepage. Retail brands include Ameritech, Travelocity, Barnsandnoble.com, Priceline, and Reel.com, which have been made available through the affiliate network Be Free, Inc. On June 9, 1999, the Company announced that it had added Dell and Amazon.com to its e-commerce package. The Company recently joined the Amazon.com Associates Program, a leading selling program on the Internet, which the Company believes has more than 260,000 members. The Company is continuing discussions with additional Internet retailers and

anticipates continuing to add established Internet retailers to its packaged e-commerce shopping environment.

Item 15. Financial Statements and Exhibits

(a) Index to Financial Statements.

Interim unaudited financial statements through September 30, 1999 were filed with the Company's quarterly report on Form 10-QSB on October 12, 1999.

(b) Index to Exhibits.

Copies of the following documents are filed with this Amendment No. 3 to the Registration Statement, Form 10-SB as exhibits:

10.1	Financing Agreement (material contract)	E-1 through E-17
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SIGNATURES

In accordance with the provisions of Section 12 of the Securities Exchange Act of 1934, the Company has duly caused this Amendment No. 3 to the Registration Statement on Form 10-SB to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Vancouver, British Columbia, on November 11, 1999.

TopClick International, Inc.,
a Delaware corporation

By: /s/ Chris Lewis
Its: President

FINANCING AGREEMENT

THIS AGREEMENT dated for reference January 28, 1999, is among Sonora Capital Corp., a British Columbia company of 1000-355 Burrard Street, Vancouver, B.C., V6C 2G8, and fax (604) 737-1157 ("Sonora"); and Peter Hough, Clive Barwin and James Decker, all of 1000 - 355 Burrard Street, Vancouver, B.C., V6C 2G8, and fax (604) 737-1157 and Helpful By Design, Inc., a Canadian company of 388-916 West Broadway, Vancouver, B.C., V5Z 1K7 ("HBD"); and Chris Lewis, of Suite 200, 1636 West 2nd Street, Vancouver, B.C., V6J 1H4, and fax 737-1157 (the "Principal"); and Topclick Corporation, a Delaware corporation of Suite 200, 1636 West 2nd Street, Vancouver, B.C., V6J 1H4, and fax (604) 737-1157 ("Topclick").

WHEREAS the Financing Group has agreed to organize a \$2-million financing of Topclick through a company trading publicly on the NASD OTC Electronic Bulletin Board and the shareholders of Topclick have agreed to exchange all of their shares in Topclick for shares in the public company, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the parties agree that:

INTERPRETATION

1. The definitions in the recitals are part of this agreement.
2. In this agreement:
 - a. "Advance" means an advance of funds by the Financing Group to Topclick of \$150,000, bearing interest at the rate of 10 per cent per year, calculated and compounded monthly from the date of advance.
 - b. "Business Plan" means the business plan of Topclick delivered to the Financing Group in January, 1999.
 - c. "Closing" means a date no later than 14 days from the Date of Discovery.
 - d. "Company" means the Parent and Topclick jointly.
 - e. "Date of Discovery" means the date on which Topclick's legal representative receives the corporate records of the Parent in order to conduct Due Diligence.
 - f. "Due Diligence" means Topclick's review of the Parent
 - g. "Effective Date" means the day on which Topclick signs this agreement.
 - h. "Escrow Agent" means Jeffs & Company Law Corporation, 1090 West Pender Street, Suite 420, Vancouver, BC.
 - j. "Financial Statements" means Topclick's financial statements made up to the most recent month end in accordance with accounting principles generally accepted in the United States.
 - k. "Financing" means \$2 million for the development of Topclick as described in the Business Plan.
 - l. "Financing Group" means a group of investors represented by Sonora.
 - m. "Financing Period" means the period of time between the date of this agreement and the day on which the Financing is completed.
 - n. "Founders" means HBD and the Principal.
 - o. "Founders' Shares" means all of the shares of Topclick that are owned by the Founders.
 - p. "NASDAQ OTC BB" means the over-the-counter electronic bulletin board of NASD Regulations, Inc.
 - q. "Parent" means a company whose shares are quoted on the NASD OTC BB.
 - r. "Reg. S Offering" means a share offering of 400,000 shares of the Parent at \$2.50 per share under the Regulation S prospectus exemption of the United States Securities Act of 1933.
 - s. "Reg. S Shares" means the shares issued under the Reg. S Offering.
 - t. "Rule 504 Offering" means a share offering of 3,857,500 shares of the

PAGE 2

Parent at \$0.25469 per share under Rule 504 of the United States Securities Act of 1933.

- u. "Stock Exchange Agreement" means the stock exchange agreement attached as exhibit B.
- v. "S" means United States dollars.

TERMS AND CONDITIONS OF THE FINANCING

The Parent

- 3. The Financing Group will identify and organize the Parent for the purpose of this agreement and will ensure that the Parent is in good standing in, and complies with the laws of, its incorporating jurisdiction.

Advancing the Financing

- 4. The Financing Group will provide the Financing according to the schedule set out in Table 1. If the Parent fails the due diligence test and an alternative parent is accepted, then each date of advance is extended by thirty days.

<TABLE>
<CAPTION>
Table 1
Financing schedule

Date (approx)	Amount	Notes
<S>	<C>	<C>
a. Effective Date	\$ 150,000	The Advance
b. February 17, 1999	1,000,000	Proceeds of the Rule 504 Offering to the Parent Escrow Shares placed in escrow
c. February 28, 1999		Exchange of shares of Topclick for shares of the Parent
d. February 28, 1999	1,000,000	Proceeds of the Reg. S Offering to the Parent and Escrow Shares released
e. February 28, 1999	(150,000)	Repayment of Advanced
Total Financing	\$ 2,000,000	

</TABLE>

- 5. The Financing Group may accelerate the Financing schedule set out in Table 1.

The Advance

- 6. If Topclick discovers a material deficiency with their Due Diligence, they must:
 - a. provide written notice to the Financing Group on Closing; and
 - b. allow Financing Group fourteen days to find an alternative parent, which will be subject to Due Diligence that must be completed within ten days and, if a material deficiency is discovered, Topclick can decide not to proceed with the Financing and convert the Advance and any accrued interest into shares of common stock at a price of \$1.00 per share.

and this agreement terminates.

- 7. If Topclick decides to proceed with the Financing, the Parent will repay the Advance and any accrued interest on February 28, 1999 from the proceeds of the Reg. S. Offering.

PAGE 3

- 8. If Topclick decides not to proceed with the Financing after having accepted the Parent, then Topclick must repay the Advance and accrued interest within fourteen days of Topclick's notifying the Financing Group that it does not intend to complete the Financing.
- 9. The Advance must be secured by a promissory note in the form attached as exhibit A.
- 10. The shareholders of Topclick are not personally liable for repaying the

Advance.

Right of first refusal on additional financing

11. The Company will give the Financing Group the right of first refusal for the twelve months following Closing to provide additional financing by giving the Financing Group a written notice of the terms and conditions of its requirements and its proposed use of proceeds at least one month before it requires the financing. The Financing Group must notify the Company in writing within ten days of its receiving the Company's notice whether it intends to exercise its right to provide the additional financing. If the Financing Group refuses to provide the additional financing, the Company may complete the additional financing with another party. This right of first refusal ends if the Financing Group refuses to provide the additional financing.

Investor Relations

12. The Financing Group at its own cost will conduct all of the Parent's investor relations during the Financing Period or for six months, whichever ends later, and at the end of every month will deliver to the Parent a report of the previous month's investor relations activities and its proposal for the next month's activities so that the Parent and the Principal can be prepared to participate in or respond to inquiries arising from the investor relations activities. The Financing Group may retain the services of a firm of its choosing and approved by the Parent to provide the investor relation services. All investor relations services will comply with all applicable laws and regulations. All public and investor relations releases will be submitted to the Parent for approval before they are distributed.
13. The Principal will make himself available to appear on reasonable notice before investment groups in North America and Europe and will provide the information and material that the Financing Group requests during the Financing Period. The Parent will pay the reasonable travel and accommodation costs for both the Principal and the Financing Group for their appearances at investor relations events, provided those costs have been approved by the Parent.

Directors and Officers of the Parent

14. The Principal, if he is not already, will become a director of the Parent on Closing.
15. The Financing Group may nominate a person to attend all meetings of the Parent's board of directors for the period of one year from Closing. The Parent may, however, exclude the nominees from any confidential or privileged portions of each meeting.

Escrow Shares

Reg. S Offering

18. The Reg. S Shares will be subject to the provisions of Rule 144 of the Securities Act of 1933, and will be subject to a 12 month hold period from the date of Closing.
19. The Financing Group will ensure that the subscribers to the Reg. S Offering agree to the following provisions:

PAGE 4

- a. The Parent will have the option to buy the Reg S. Shares at any time during the twenty-four months following the Closing at a price per share that is equal to the average closing price of the Parent's shares for the ten trading days preceding the day on which the option is exercised. To exercise this option, the Parent must deliver a written notice to the shareholders setting out the place and time for the Reg S. Shares to be exchanged for payment. This option may be exercised in whole or in part and from time to time.
- b. From the expiry of the hold period to the end of the option, the Reg S. shareholders may sell their shares but must give the Parent thirty days' written notice of their intention. The Parent may buy the offered shares at the exercise price in the foregoing paragraph within thirty days of the date of the shareholder's written notice. If the Parent does not exercise this option, the shareholder may sell the shares elsewhere.

CONDITIONS PRECEDENT

20. As conditions precedent to the advancing of the Financing other than the Advance, as set out in table 1:
- a. Topclick will deliver to the Financing Group the Financial Statements and true copies of any of its material contracts and its charter documents.
 - b. The Founders and Topclick will sign the Stock Exchange Agreement and the Founders will deliver their Founders shares to the Escrow Agent duly endorsed for transfer to the Parent in accordance with the terms of the Stock Exchange Agreement.
 - c. The shareholders of Topclick will sign the Stock Exchange Agreement and tender their shares on Closing.
 - d. The representations and warranties of the Principal and Topclick must be true and correct in all material respects.
21. Any or all of these conditions precedent may be waived by the Financing Group in its sole discretion.

POSITIVE COVENANTS

The Company

22. During the Term, the Parent and Topclick will:
- a. maintain their corporate existence;
 - b. assume and take an assignment of any outstanding options to purchase their shares by February 15, 1999.
 - c. carry on their business in a proper and businesslike manner in accordance with good business practices, prudently manage their cash resources, and keep proper books of account in accordance with generally accepted accounting principles; and
 - d. deliver to the Financing Group any other information, excluding confidential and insider information, that the Financing Group reasonably requests.

The Principal

23. The Principal will, at all times during the currency of this agreement:
- a. devote his best effort to the business of Topclick and the Parent;
 - b. ensure that all of Topclick's assets and liabilities are limited to Topclick and that the Parent has no liabilities or potential liabilities except those that relate to the Parent's own administration and the liabilities that the Parent must assume under this agreement;
 - c. as directors of the Parent, ensure that the Parent does everything that it must do under this agreement; and

PAGE 5

- d. ensure that the remaining shareholders of Topclick tender their shares by Closing in response to an offer to purchase to be submitted by the Parent.

NEGATIVE COVENANTS

24. Neither Topclick nor the Parent during the Financing period, without the written consent of the Financing Group, will:
- a. authorize the issuance of or issue any of its shares or other securities except those authorized by this agreement;
 - b. authorize any changes to their respective charter documents;
 - c. cause any of its assets to be encumbered; or
 - d. grant any options to directors, officers and employees that may be exercised during the 12 months from February 12, 1999.

REPRESENTATIONS AND WARRANTIES

The Financing Group

25. The Financing Group represents and warrants that each of them has the experience and expertise required to negotiate and finalize the Financing and to conduct an investor relations program.

The Principal

26. The Principal represents and warrants that:
- a. Nothing in the Business Plan is proprietary to his employers or former employers, and his providing his expertise and services to Topclick is not an infringement of intellectual property rights owned by any person or company.
 - b. The Business Plan truly and accurately reflects the business of Topclick and the intentions of the Principal.

The Founders

27. The Founders represent and warrant that:
- a. They own the Founders's Shares free of any claim or potential claim by any person and have the right to transfer them as described in this agreement.
 - b. They have no rights to acquire additional shares of Topclick.

Topclick

28. Topclick represents and warrants that:
- a. It is a corporation incorporated and in good standing under the laws of Delaware.
 - b. Its authorized capital is 50 million common shares with par value of \$0.001, and 5 million preferred shares with par value \$0.001.
 - c. It will have 7,700,000 fully paid and non-assessable shares in its capital stock issued and outstanding by February 14, 1999, and any shares issued between January 28, 1999 and February 14, 1999 were issued at a price of not less than \$1.00 per share.

PAGE 6

- d. No person will have an outstanding right to acquire any shares of Topclick after February 15, 1999.
- e. It has the legal capacity and its directors' authority to make and perform this agreement.
- f. The Financial Statements fairly and correctly disclose in all material respects the financial position of Topclick at the end of the period to which they are made up.
- g. It has incurred no liabilities and entered into no contracts since the date of the Financial Statements that are not disclosed in writing to the Financing Group.
- h. It has conducted no business except the business that is described in the Business Plan.
- i. No claims against it or any of its current or former directors or officers are before any court or regulatory authority or are pending or threatened, and it is not aware of any ground for any claim that might succeed.

OTHER PROVISIONS

29. The Founders and Topclick acknowledge that this agreement was prepared for the Financing Group by Jeffs & Company Law Corporation and that it may contain terms and conditions onerous to them. They expressly acknowledge that the Financing Group has given them adequate time to review this agreement and to seek and obtain independent legal advice, and they represent to the Financing Group that they have in fact sought and obtained independent legal advice and are satisfied with all the terms and conditions of this agreement.
30. This is the entire agreement among the parties and replaces any earlier understandings and agreements, whether written or oral.
31. Time is of the essence of this agreement.

32. This agreement is governed by the laws of British Columbia and must be litigated in the courts of British Columbia. The relationships and transactions contemplated by this agreement must comply with the laws and regulations applicable to the relationships and transactions.
33. Any notice that must be given or delivered under this agreement must be in writing and delivered by hand or transmitted by fax to the address or fax number given for the party on page 1 and is deemed to have been received when it is delivered by hand or transmitted by fax unless the delivery or transmission is made after 4:00 p.m., or on a non-business day where it is received, in which case it is deemed to have been delivered or transmitted on the next business day. Any payments of money must be delivered by hand or wired as instructed in writing by the receiving party. Any delivery of a thing other than a written notice or money must be delivered by hand to the receiving party's address.
34. None of the parties may assign this agreement or any part of it to another party.
35. Any amendment of this agreement must be in writing and signed by the parties.
36. This agreement enures to the benefit of and binds the parties and their respective successors, heirs and permitted assignees.
37. No failure or delay of the Financing Group in exercising any right under this agreement operates as a waiver of the right. The Financing Group's rights under this agreement are cumulative and do not preclude the Financing Group from relying on or enforcing any legal or equitable right or remedy.
38. If any provision of this agreement is, illegal or unenforceable under any law, the remaining provisions remain legal and enforceable.
39. This agreement may be signed in counterparts and delivered to the parties by fax, and the counterparts together are deemed to be one original document.

PAGE 7

THE PARTIES' SIGNATURES below are evidence of their agreement.

Sonora Capital Corp. by its authorized signatory:

/s/ [ILLEGIBLE]	/s/ Chris Lewis
-----	-----
Authorized signatory	Chris Lewis

Helpful By Design, Inc. by its authorized signatory:

/s/ [ILLEGIBLE]	/s/ Peter Hough
-----	-----
Authorized signatory	Peter Hough

Topclick Corporation by its authorized signatory:	/s/ Clive Barwin

	Clive Barwin

/s/ [ILLEGIBLE]	/s/ James Decker
-----	-----
	James Decker

Exhibit A

To the Financing Agreement dated for reference January 28, 1999
Between Topclick and Sonora
(the "Financing Agreement")

PROMISSORY NOTE

Principal amount: \$150,000

FOR VALUED RECEIVED from Aero Atlantic Ltd., Topclick Corporation, a Delaware corporation with a business address at Suite 200, 1636 West 2nd Street, Vancouver, B.C. V6J 1H4, and fax (604) 737-1157 ("Borrower"), promises to pay to Jeffs & Company Law Corporation in trust at Suite 420, 1090 West Pender Street, Vancouver, B.C., V6E 2N7, from the proceeds of the Reg. S Offering ("Maturity") the sum of \$150,000 of lawful money of the United States (the "Principal Sum") together with interest calculated on the Principal Sum at the rate of 10 per cent per year from February 5, 1999, before and after Maturity, default and judgment.

Interest must be calculated and is payable at the Maturity.

The Principal Sum outstanding together with all accrued and unpaid interest is due and payable immediately according to paragraph 8 of the Financing Agreement.

The Borrower waives presentment, protest, notice of protest and notice of dishonour of this promissory note.

THIS REPLACES THE PROMISSORY NOTE PURSUANT TO CANCELLED AGREEMENT DATED FEBRUARY 4, 1997 AND THE TIME 16:40:27.

Topclick Corporation

/s/ [ILLEGIBLE]

Authorized signatory

ADDENDUM TO THE FINANCING AGREEMENT

THIS AGREEMENT dated for reference February 17, 1999, is among Sonora Capital Corp., a British Columbia company of 1000-355 Burrard Street, Vancouver, B.C., V6C 2G8, and fax (604) 737-1157 ("Sonora"); and Peter Hough, Clive Barwin and James Decker, all of 1000-355 Burrard Street, Vancouver, B.C., V6C 2G8, and fax (604) 737-1157; and Helpful By Design, Inc., a Canadian company of 388-916 West Broadway, Vancouver, B.C. V5Z 1K7 ("HBD"); and Chris Lewis, of Suite 200, 1636 West 2nd Street, Vancouver, B.C., V6J 1H4, and fax (604) 737-1157 (the "Principal"); and Topclick Corporation, a Delaware corporation of Suite 200, 1636 West 2nd Street, Vancouver, B.C., V6J 1H4, and fax (604) 737-1157 ("Topclick").

WHEREAS the parties executed a financing agreement dated for reference January 28, 1999 (the "Financing Agreement") and have agreed to modify certain terms, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the parties agree that:

1. The definition in the recitals and in the Financing Agreement and are part of this agreement.
2. Where any provisions of this addendum conflict with the provisions of the Financing Agreement, the provisions of this addendum prevail.
3. The parties will use their best efforts in good faith to implement the terms of the Financing Agreement and this addendum.

Escrow Shares

4. The Financing Group will deliver share certificates for 742,000 shares from the Rule 504 Offering (the "504 Escrow Shares") to the Escrow Agent to be held in escrow.
5. The Parent will comply with the new listing requirements of the OTC Bulletin Board issued on or about January 6, 1999, by the NASD, by filing the appropriate document and must notify the Escrow Agent in writing of the filing, both within 60 days of the Closing. If the Parent does not deliver the written notice within the time specified, then the Escrow Agent will release the 504 Escrow Shares to the Financing Group. If the Parent provides the written notice within the time specified, the Escrow Agent will release the 504 Escrow Shares to the Financing Group on the earlier of
 - a. the date on which the SEC approves the Documents, and
 - b. 120 days from Closing.

The Financing

6. The Financing must be completed according to the terms of this addendum.
7. The Rule 504 Offering is reduced to \$982,500. The Parent has completed the

504 Offering and deposited the proceeds in trust with the Escrow Agent who will pay them to the order of the Parent when Chris Lewis becomes the director of the Parent.

8. The Reg. S Offering is increased to an offering of 400,000 common shares of the Parent for \$1,017,500 and must be completed on or by the Closing.
9. Topclick must repay the Advance on Closing from the proceeds of the Reg S Offering.

THE PARTIES' SIGNATURE on page 2 are evidence of their agreement.

PAGE 2 OF 2

ADDENDUM TO THE FINANCING AGREEMENT

Sonora Capital Corp. by its authorized signatory:

/s/ [ILLEGIBLE] ----- Authorized signatory	/s/ Chris Lewis ----- Chris Lewis
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Topclick Corporation by its authorized signatory:

/s/ [ILLEGIBLE] ----- Authorized signatory	/s/ Peter Hough ----- Peter Hough
	/s/ Clive Barwin ----- Clive Barwin

Helpful By Design, Inc. its authorized signatory:

/s/ [ILLEGIBLE] ----- Authorized signatory	/s/ James Decker ----- James Decker
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EXHIBIT "B"

STOCK EXCHANGE AGREEMENT

THIS STOCK EXCHANGE AGREEMENT ("Agreement") is made and entered into in counterparts effective the 10th day of February, 1999, by and between TopClick Corporation, a Delaware corporation ("TopClick"); Sonora Capital Corp., a British Columbia corporation ("Sonora"); TopClick International, Inc., a Delaware corporation ("Parent Corporation"); and the shareholders of the issued and outstanding shares of the \$.001 par value common stock of TopClick (collectively, the "TopClick Shareholders").

RECITALS

A. TopClick is a corporation recently formed, duly organized, validly existing, and in good standing pursuant to the laws of the State of Delaware. TopClick owns and operates the TopClick website, a unique information retrieval guide for Internet users. The TopClick website contains the first comprehensive Internet "superguide" to the major Internet guides, designed to help Internet users find the answers to their searches more quickly and effectively than they can through conventional single guides or search engines.

B. The Parent Corporation is a corporation duly organized, validly existing, and in good standing pursuant to the laws of the State of Delaware. The Parent Corporation participates in the Over-The-Counter Bulletin Board electronic quotation service ("OTC Bulletin Board"), which is an electronic quotation medium for securities traded outside of the Nasdaq Stock Market.

C. TopClick Shareholders own of record and beneficially all of the shares of the issued and outstanding capital stock of TopClick as specified on Exhibit "A" attached hereto and incorporated herein by this reference as though specified completely at length herein.

D. Sonora Capital Corp., a British Columbia corporation; Peter Hough; Clive Barwin; James Decker; Helpful by Design, Inc., a Canadian corporation; and

TopClick have entered into a Financing Agreement dated, for reference, January 28, 1999 ("Financing Agreement"). This Agreement contemplates the exchange of consideration by and between the parties to the Financing Agreement.

E. The TopClick Shareholders, and each of them, desire to assign, transfer, convey, deliver and set over to the Parent Corporation all of the right, title and interest of the TopClick Shareholders in and to their shares of TopClick's \$.001 par value common stock (the "TopClick Shares") in exchange for certain shares of the Parent Corporations's \$.001 par value common stock ("the Parent Corporation Shares"), as specified on Exhibit "B" attached hereto and incorporated herein by this reference as though specified completely at length herein.

F. The Parent Corporation desires to acquire from the TopClick Shareholders all of their right, title and interest in and to the TopClick Shares in exchange for the issuance by the Parent Corporation to the TopClick Shareholders of the Parent Corporation Shares, as specified herein.

G. The parties believe that the transaction contemplated by the provisions of this Agreement will enhance and improve their respective business objectives and opportunities.

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS SPECIFIED ABOVE THAT SHALL BE DEEMED TO BE A SUBSTANTIVE PART OF THIS AGREEMENT, AND THE MUTUAL COVENANTS, PROMISES, UNDERTAKINGS, AGREEMENTS, REPRESENTATIONS AND WARRANTIES SPECIFIED IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, WITH THE INTENT TO BE OBLIGATED LEGALLY AND EQUITABLY.

1

THE PARTIES DO HEREBY COVENANT, PROMISE, AGREE, REPRESENT AND WARRANT AS FOLLOWS:

1. Exchange Transaction.

1.1 Exchange of TopClick Shares. Upon the terms and subject to all of the conditions specified by the provisions of this Agreement and upon the performance by the parties of their obligations specified by the provisions of this Agreements and the Financing Agreement, the TopClick Shareholders, and each of them, shall assign, transfer, convey, exchange, set over, and deliver to the Parent Corporation on and as of the Closing Date of this Agreement, all of the TopClick Shares, by delivering and surrendering to the Parent Corporation at the Closing the certificates evidencing and representing ownership of the TopClick Shares, duly endorsed for transfer or accompanied by stock powers duly executed by the TopClick Shareholders, and each of them.

1.2 Issuance of Parent Corporation Shares for TopClick Shares. As consideration for the exchange, assignment, transfer, conveyance, setting over, and delivery by the TopClick Shareholders of the TopClick Shares, the Parent Corporation shall issue and deliver to each TopClick Shareholder, on and as of the Closing Date, that number of Parent Corporation Shares which is appropriate for such TopClick Shareholder, which number shall be determined as follows:

1.2.1 For every seven (7) shares of his or her TopClick \$.001 par value common stock, each TopClick Shareholder shall receive eight shares of Parent Corporation \$.001 par value common stock issued pursuant to an exemption from registration provided for in Section 3(b) of the Securities Act of 1933, as amended, and Rule 504 of Regulation D promulgated thereunder (the "Rule 504 Shares"); and

No fractional shares shall be issued as a result of this Agreement; Shares to be issued pursuant to the 7:1 ratio provided herein shall be rounded to the nearest whole share.

The Parent Corporation contemplates the preparation and filing of a Registration Statement with the Securities and Exchange Commission and other appropriate regulators and associations, and further contemplates that the Parent Corporation's \$.001 par value common stock shall become "unrestricted" for trading purposes.

Accordingly, the TopClick Shareholders, who will, pursuant to this Agreement, become the shareholders of the Parent Corporation, agree that the Rule 144 Shares shall be subject to the following restriction: 5% of the shares will become tradeable every month for 20 months on the later of (1) the date that such shares have become "unrestricted" for trading purposes, or (2) the 121st day following the Closing Date of this Agreement.

1.3 The Closing. The closing of the transaction contemplated by the

provisions of this Agreement ("Closing") shall occur and take at the offices of TopClick commencing at 10:00 A.M. local time on February 10, 1999 ("Closing Date").

1.4 Delivery of Certificates to TopClick Shareholders. The Parent Corporation shall deliver to the TopClick Shareholders the certificates evidencing the Rule 144 Shares as soon as practicable after the Closing.

2

2. Restrictive Legend. Each certificate evidencing or representing the Parent Corporation Shares issued to the TopClick Shareholders shall have displayed prominently on the face thereof the appropriate restrictive legend.

3. Publicity. All notices, releases, and other forms of publicity or disclosure regarding the transaction contemplated by the provisions of this Agreement shall be planned, coordinated, drafted, and prepared by and between TopClick and the Parent Corporation jointly. No party shall act unilaterally in the preparation or dissemination of any notices, releases, or other forms of publicity or disclosure without the prior written approval of the other parties.

4. Further Assurances. Each party shall take any and all action necessary, appropriate, or advisable to (i) execute and discharge such party's responsibilities and obligations created by the provisions of this Agreement or (ii) further effectuate, perform, and carry out the intents and purposes of this Agreement and the transaction contemplated by the provisions of this Agreement and the Financing Agreement.

5. Expenses. Each party shall pay any and all costs and expenses incurred or to be incurred by such party in negotiating and preparing this Agreement and carrying out the intents and purposes of and consummating and closing the transaction contemplated by the provisions of this Agreement.

6. Assignment. No party shall have the right, without the consent of all the other parties, to assign, transfer, sell, pledge, hypothecate, delegate, or otherwise transfer, whether voluntarily, involuntarily or by operation of law, any of such party's right or obligations created by the provisions of this Agreement, nor shall the parties' rights be subject to encumbrance or the claim of creditors. Any such purported assignment, transfer, or delegation shall be null and void.

7. Successors in Interest. This Agreement shall obligate and inure to the benefit of each party, its representatives, successors, assigns, partners, agents, employees, directors, officers, shareholders, attorneys, subsidiaries, affiliates, and all persons acting by, through, under, or in concert with any of them, and each of them. Whenever, in this Agreement, a reference to any party is made, such reference shall be deemed to include the representatives, successors, assigns, partners, agents, employees, directors, officers, shareholders, attorneys, subsidiaries, affiliates, and all persons acting by, through, under or in concert with such party.

8. Third Party Beneficiaries. Except as expressly specified by the provisions of this Agreement, this Agreement shall not be construed to confer upon or give to any person, other than the parties hereto, any right, remedy or claim pursuant to, or by reason of, this Agreement or of any term or condition of this Agreement.

9. Execution in Counterparts. This Agreement may be prepared in multiple copies and forwarded to each of the parties for execution, and, for purposes of executing this Agreement, facsimile signature are as valid as original signatures.

10. Captions and Interpretations. Captions of the articles, sections, and paragraphs of this Agreement are for convenience and reference only, and the words specified in those captions shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement. The language in all parts to this Agreement, in all cases, shall be construed in accordance with fair meaning of that language, as if that language was prepared by all parties and not strictly for or against any party. Each party and counsel for such party have reviewed this Agreement. The rule of construction, which requires a court to resolve any ambiguities against the drafting party, shall not apply in interpreting the provisions of this Agreement.

3

11. Entire Agreement. This Agreement and the exhibits to this Agreement are

the final written expression and the complete and exclusive statement of all the agreements, conditions promises, representations, warranties, and covenants between the parties with respect to the subject matter of this Agreement, and this Agreement supersedes all prior or contemporaneous agreements, negotiations, representations, warranties, covenants, understandings, and discussions by, between and among the parties, their respective representatives, and any other person, with respect to the subject matter specified in this Agreement. This Agreement may be amended only by an instrument in writing which expressly refers to this Agreement and specifically states that such instrument is intended to amend this Agreement and is signed by each of the parties. Each of the parties represents, warrants, and covenants that, in executing this Agreement, such party has relied solely on the terms, conditions, and provisions specified in this Agreement. Each of the parties additionally represents, warrants, and covenants that in executing and delivering this Agreement, such party has placed no reliance whatsoever on any statement, representation, warranty, covenant, or promise of any other party, or any other person, not specified expressly in this Agreement, or upon the failure of any party or any other person to make any statement, representation, warranty, covenant, or disclosure of any nature whatsoever. The parties have included this section to preclude (i) any claim that any party was in any manner whatsoever induced fraudulently to enter into, execute, and deliver this Agreement, and (ii) the introduction of parol evidence to vary, interpret, supersede, modify, amend, annul, supplement, or contradict the terms, conditions, and provisions of this Agreement. The provisions of each of the schedules to this Agreement, by this reference, are made a part of this Agreement as though specified completely and specifically at length in this Agreement. No provision of any schedule to this Agreement shall supersede or annul the terms, conditions, and provisions of this Agreement, unless the matter specified in any such schedule shall explicitly so provide to the contrary. In the event of any ambiguity or uncertainty in meaning or understanding between the provisions of this Agreement proper and any schedule to this Agreement, the terms, conditions, and provisions of this Agreement shall prevail and control in all respects.

12. Severability. In the event any part of this Agreement, for any reason, is determined by a court of competent jurisdiction to be invalid, such determination shall not affect the validity of any remaining portion of this Agreement, which remaining portion shall remain in complete force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portion which, for any reason, may be hereafter determined to be invalid.

13. Waiver. No waiver of any covenant, condition, or limitation specified in this Agreement shall be valid unless such waiver is made in writing and duly executed by the party making such waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver.

14. Governmental Rules and Regulations. The transaction and relationship contemplated by the provisions of this Agreement are, and shall remain, subject to any and all present and future orders, rules, and regulations of each duly constituted authority and agency which has or acquires jurisdiction of that transaction and relationship.

15. Number and Gender. Whenever the singular number is used in this Agreement and, when required by the context, the same shall include the plural, and vice versa; the masculine gender shall include the feminine and the neuter genders, and vice versa. As used in this Agreement, the word "person" shall include individual, company, sole proprietorship, corporation, joint venture, association, joint stock company, fraternal order, cooperative, league, club, society, organization, trust, estate, governmental agency, political subdivision or authority, firm, municipality, congregation, partnership, or other form of entity. As used in this Agreement, the word "affiliate," as it relates to a person, shall be

defined as and mean a parent, spouse, brother or sister, or natural or adopted lineal descendent or spouse of such descendent of such person, and any proprietorship, corporation, partnership, congregation, organization, firm, estate, association, league, club, society, joint venture, trust or other form of entity in which such person or parent, spouse, brother or sister, or natural or adopted lineal descendent or spouse of such descendent or such person may have an equity or beneficial interest or in which such person or parent, spouse, brother or sister, or natural or adopted lineal descendent or spouse of such descendent of such person is a proprietor, partner, officer, director, shareholder, employee, consultant, independent contractor, owner, co-venturer, employer, agent, representative, settlor, or beneficiary.

15. Reservation of Rights. The failure of any party at any time or times

hereafter to require strict performance by any other party of any of the warranties, representations, covenants, terms, conditions, and provisions specified in this Agreement shall not waive, affect or diminish any rights of such party failing to require strict performance to demand strict compliance and performance therewith and with respect to any other provisions, warranties, representations, covenants, terms, and conditions specified in this Agreement.

16. Survival of Covenants, Representations and Warranties. All covenants, representations, and warranties made by each party to this Agreement shall be deemed made for the purpose of inducing the other parties to enter into, execute, and deliver this Agreement. The representations, warranties, and covenants specified in this Agreement shall survive the Closing and shall survive any investigation by any party whether before or after the execution of this Agreement.

17. Concurrent Remedies. No right or remedy specified in this Agreement conferred on or reserved to the parties is exclusive of any other right or remedy specified in this Agreement or by law or equity provided or permitted; but each such right and remedy shall be cumulative of, and in addition to, every other right and remedy specified in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and each such right and remedy may be enforced concurrently therewith or from time to time. The termination of this Agreement for any reason whatsoever shall not prejudice any right or remedy which any party may have, either at law, in equity or pursuant to the provisions of this Agreement.

18. Force Majeure. If any party to this Agreement is rendered unable, completely or partially, by the occurrence of an event of "force majeure" (hereafter defined) to perform such party's obligations created by the provisions of this Agreement, such party shall give to the other parties to this Agreement prompt written notice of the event of "force majeure" with reasonably complete particulars concerning such event; thereupon, the obligations of the party giving such notice, so far as those obligations are affected by the event of "force majeure," shall be suspended during, but no longer than, the continuance of the event of "force majeure." The term "force majeure," as contemplated by the provisions of this Section 31, is defined as and means any act of nature, strike, lockout or other industrial disturbance, act of the public enemy, war, blockage, public, riot, civil disturbance, lightening, fire, storm, flood, explosion, governmental action, earthquake, governmental delay, restraint or inaction, unavailability of equipment, and any other cause or event, whether of the nature enumerated specifically in this Section 31, or otherwise, which is not within the control of the party claiming such suspension. The party affected by such event of "force majeure" shall use all reasonable diligence to resolve, eliminate, and terminate the event of "force majeure" as quickly as practicable.

19. Consent to Agreement. By executing this Agreement, each party, for himself, represents that such party has read or caused to be read this Agreement in all particulars and consents to the rights, conditions, duties, and responsibilities imposed upon such party pursuant to the provisions of this Agreement. Each party represents, warrants, and covenants that such party enters into, executes, and delivers this Agreement of his free will and with no threat, undue influence, menace, coercion, or duress,

whether economic or physical. Moreover, each party represents, warrants, and covenants that such party executes this Agreement acting on such party's own independent judgment and upon the advice of such party's counsel.

20. Conditions Precedent. This Agreement contemplates the effectuation of all the terms and conditions of the Financing Agreement by all the parties thereto. The parties hereto acknowledge that TopClick is currently performing due diligence relating to the Parent Corporation. The representations and warranties of all parties to the Financing Agreement must be true and correct in all material respects as conditions precedent to this Agreement. The positive and negative covenants of all parties to the Financing Agreement must be true and correct in all material respects as conditions precedent to this Agreement.

IN WITNESS WHEREOF the parties have executed this Stock Exchange Agreement effective the date specified in the preamble of this Agreement.

TopClick Corporation,
a Delaware Corporation

Shareholder:

By: _____

Its: _____

Sonora Capital Corp.,
a British Columbia corporation

TopClick International, Inc.,
a Delaware corporation

By: _____

By: _____

Its: _____

Its: _____

CANCELLATION OF AGREEMENT

The undersigned, being the parties to a financing agreement dated for reference January 28, 1999 and footnoted with the date of February 4, 1999 and the time 16:40:27, agree to cancel that agreement effective immediately.

Dated February 17, 1999.

Sonora Capital Corp. by its authorized
signatory:

/s/ [ILLEGIBLE]

/s/ Chris Lewis

Chris Lewis

Helpful By Design, Inc. by its authorized
signatory:

/s/ [ILLEGIBLE]

Authorized signatory

/s/ Peter Hough

Peter Hough

TopClick Corporation by its authorized
signatory:

Authorized signatory

/s/ Clive Barwin

Clive Barwin

/s/ James Decker

James Decker