ASSET PURCHASE AGREEMENT

DATED THE 29TH DAY OF JUNE, 2011

BETWEEN

DEAL FRENZY INC.

and

THE SHAREHOLDERS OF DEAL FRENZY INC.

and

INTERTAINMENT MEDIA INC.

and

SAVERS PLUS GTA INC.

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT made as of the 29th day of June, 2011.

BETWEEN:

DEAL FRENZY INC., a corporation existing under the laws of the Province of Ontario (the "**Vendor**")

-and-

THE SHAREHOLDERS OF THE VENDOR LISTED IN EXHIBIT "H"

-and-

INTERTAINMENT MEDIA INC., a corporation existing under the laws of the Province of Alberta (the "**Purchaser**")

-and-

SAVERS PLUS GTA INC., a corporation existing under the laws of the Province of Ontario ("**Savers**" and, together with the Purchaser, the "**Purchaser Parties**")

RECITALS

A. The Vendor is the owner of the Assets (as hereinafter defined).

B. The Vendor wishes to sell, assign and transfer the Assets to the Purchaser, and the Purchaser wishes to purchase and accept assignment of the Assets from the Vendor, upon the terms and conditions herein set forth.

C. The Purchaser intends to sell, assign and transfer the Assets acquired from the Vendor to Savers pursuant to an asset transfer agreement to be dated as of the Closing Date.

C. The Shareholders of the Vendor wish to provide certain representations, warranties, covenants and indemnities in favour of the Purchaser Parties to induce the Purchaser to consummate the transactions contemplated hereby.

AGREEMENT

THIS AGREEMENT WITNESSES that in consideration of the covenants, agreements, warranties and payments herein set forth and provided for, the Parties hereto respectively covenant and agree as set forth below:

ARTICLE 1
INTERPRETATION

1.1 **Interpretation**

In this Agreement, including the recitals and any exhibits hereto, unless otherwise stated, the following terms shall have the meanings set out below:

(a) "**Affiliate**" means an "affiliate" or an "associate" as those terms are defined in the *Business Corporations Act* (Ontario) as at the date hereof;

(b) "**Agreement**" means this agreement, as it may be amended, restated, supplemented, replaced or modified from time to time, and the expressions "herein", "hereto", "hereof" and similar expressions refer to this Agreement;

(c) "**Applicable Laws**" includes all applicable securities laws, rules and policies of applicable stock exchanges, applicable corporate laws and applicable telecommunications laws;

(d) "**Assets**" means:

(1) all of the assets of the Vendor listed in Exhibit "A";

(2) all goodwill relating thereto or associated the assets of the Vendor listed in Exhibit "A";

(3) any and all intellectual property rights to, relating to, in respect of or affecting the Assets to the extent such rights are owned by the Vendor;

(4) all permits, licences, approvals, consents, authorizations, registrations, certificates and franchises, including all environmental permits and computer systems permits, which it requires, or is required to have, to own and operate the Assets (the "Permits"); and

(5) originals or copies of all business and financial records (whether or not recorded on computer), including all customer lists and lists of suppliers, and all operating manuals, engineering standards and specifications and other information used or required to effectively conduct the business or operate the assets listed in Exhibit "A" or any of them;

but excluding, for greater certainty, any other assets or liabilities of the Vendor.

(e) "**Business Day**" means every day except Saturdays, Sundays and statutory holidays in Ontario and Alberta;

(f) "**Claims**" means and includes all past, present and future claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses (including legal fees and disbursements on a substantial indemnity basis), fines, interests, demands and actions of any nature or kind whatsoever;

(g) "**Closing**" means the fulfillment or waiver of all of the conditions in sections 2.2 and 2.3 hereof;

(h) "**Closing Date**" means June 30, 2011;

(i) "**Consideration Shares**" means the number of Intertainment Shares determined by dividing the amount of $200,000.00 by the value-weighted average closing price per Intertainment Share on the Exchange for the five Business Days prior to the Closing Date on which the Exchange was open for trading;

(j) "**Consulting Agreement**" means the consulting agreement to be entered into by each of Ed Kovarski and Savers, substantially in the form attached as Exhibit "B" hereto;

(k) "**Domain Names**" means the domain names listed in Exhibit "A" hereto;

(l) "**Employment Agreement**" means the employment agreement to be entered into by Savers and each o[redacted] substantially in the form attached as Exhibit "D" hereto;

(m) "**Exchange**" means the TSX Venture Exchange Inc.;

(n) "**General Conveyance**" means the general conveyance, substantially in the form attached as Exhibit "E" hereto;

(o) "**Governmental Charges**" means all taxes, levies, assessments, reassessments and other charges together with all related penalties, interest and fines, due and payable to any domestic or foreign government (federal, provincial, municipal or otherwise) or to any regulatory authority, agency, commission or board of any domestic or foreign government, or imposed by any court or any other law, regulation or rulemaking entity having jurisdiction in relevant circumstances;

(p) "**Intertainment Share**" means one fully paid and non-assessable common share in the share capital of the Purchaser;

(q) "**Liquidity Event**" means the closing of a transaction between the Purchaser, Savers or any other Affiliate of the Purchase, as applicable, on the one part, and an arm's length third party, on the other part, as a result of which (i) the Purchaser (or such Affiliate of the Purchaser as then owns the shares of Savers) shall dispose of all the issued and outstanding shares of Savers, or (ii) the Purchaser or Savers, as applicable (or such Affiliate of the Purchaser as then owns the Assets), shall dispose of all or substantially all of the Assets, but, for greater certainty, shall not include any transfer of the shares of Savers or the Assets to an Affiliate of the Purchaser or any transaction resulting in a change of control of the Purchaser;

(r) "**Non-Competition Agreement**" means the Non-Competition, Non-Solicitation Agreement and Confidentiality Agreement, substantially in the form attached as Exhibit "C" hereto;

(s) "**Parties**" means collectively, the Purchaser Parties, the Vendor and all the Shareholders of the Vendor, and "**Party**" shall have a corresponding meaning;

(t) **"Shareholders of the Vendor"** means all the persons listed in Exhibit "I" hereto.

(u) **"Software"** means the software more particularly described in Exhibit "A" hereto; and

(v) **"Time of Closing"** means 12 p.m., Toronto time, on the Closing Date, or any other time mutually agreed upon by the Parties.

1.2 **Canadian Dollars**

All dollar amounts referred to in this Agreement are in Canadian funds, unless otherwise indicated herein.

1.3 **Exhibits**

The following Exhibits are attached to and form part of this Agreement:

Exhibit "A"	Assets
Exhibit "B"	Consulting Agreement
Exhibit "C"	Non-Competition Agreement
Exhibit "D"	Employment Agreement
Exhibit "E"	General Conveyance
Exhibit "G"	Assignment of Trademarks
Exhibit "H"	Allocation of Purchase Price
Exhibit "I"	Shareholders of the Vendor

ARTICLE 2
AGREEMENT TO PURCHASE ASSETS

2.1 **Agreement to Purchase Assets**

Subject to the terms and conditions contained herein, the Vendor hereby agrees to sell, assign, transfer and convey to the Purchaser, and the Purchaser hereby agrees to purchase from the Vendor, all of the Vendor's right, title and interest in, to and under the Assets at the Time of Closing on the Closing Date.

2.2 **Vendor's Conditions on Closing**

The obligations of the Vendor hereunder are subject to the fulfillment by the Purchaser of the following conditions precedent in favour of the Vendor (in each case, acting reasonably) at or prior to the Time of Closing, unless waived by the Vendor:

(a) **Approvals**. There shall have been obtained the written consents or approvals, in form and substance satisfactory to the Vendor, of any governmental or regulatory agency or person whose consent to the transactions contemplated hereby is required, and all conditions imposed upon such consents shall have been satisfied, and without limiting the generality of the foregoing, the Exchange shall have delivered an acceptance letter contemplated by section 4 of Policy 5.3 of the Exchange;

(b) **Issuance of Consideration Shares**. The board of directors of the Purchaser shall have authorized the issuance of the Consideration Shares to the Vendor as is contemplated by section 3.1 and the Consideration Shares shall have been issued to the Vendor in accordance with the rules governing the issuance and transfer of Intertainment Shares;

(c) **No Cease Trade Orders**. At the Time of Closing, there shall be no orders to stop or suspend trading in the securities of the Purchaser imposed by the Exchange or any of the securities regulatory authorities of Ontario, Alberta, British Columbia or any other applicable jurisdiction;

(d) **Exchange Listing.** At the Time of Closing, the common shares of the Purchaser shall continue to be listed and posted for trading on the Exchange;

(e) **Representations, Warranties and Covenants.** The representations and warranties of the Purchaser made in or pursuant to this Agreement shall be true and accurate at the Time of Closing with the same force and effect as though such representations and warranties had been made as of the Time of Closing. The Purchaser shall have complied with all covenants and agreements in this Agreement to be performed or caused to be performed by them at or prior to the Time of Closing. The Purchaser shall not be in breach of any agreement on its part contained in this Agreement.

(f) **Closing Documents**. The Purchaser shall have executed and delivered (or, in the case of one or more Consulting Agreements or Employment Agreements, caused Savers to execute and deliver) to the Vendor, or as the Vendor may otherwise direct, all of the following documents, in each case dated as of the Closing Date (unless noted otherwise):

(i) a copy of the corporate proceedings of the Purchaser, certified by an officer or director of the Purchaser, authorizing (A) the entering into of this Agreement and the transactions contemplated herein, and all other material agreements entered into by the Purchaser pursuant to this Agreement; and (B) the issuance of the Consideration Shares to the Vendor;

(ii) the Non-Competition Agreement;

(iii) one or more Consulting Agreements;

(iv) one or more Employment Agreements;

(v) a certificate stating that the representations and warranties of the Purchaser hereunder are true and correct as of the Closing Date with the same force and effect as if such representations and warranties were made at the Time of Closing; and

(vi) all consents, approvals and certificates, including tax certificates, required under Applicable Laws to be issued by any governmental authority in any applicable jurisdiction as condition precedent to the consummation of the transactions contemplated hereunder.

If any such conditions shall not be fulfilled or waived by the Vendor at or prior to the Time of Closing, the Vendor may rescind this Agreement by written notice to the Purchaser and, in such event, the Purchaser and the Vendor shall be released from all obligations hereunder.

2.3 Purchaser's Conditions on Closing

The obligations of the Purchaser hereunder are subject to the fulfillment by the Vendor of each of the following conditions precedent in favour of the Purchaser (in each case, acting reasonably) at or prior to the Time of Closing, unless waived in writing by the Purchaser:

(a) **Approvals**. At the Time of Closing, there shall have been obtained the written consents or approvals, in form and substance satisfactory to the Purchaser, of any governmental or regulatory agency or person whose consent to the transactions contemplated hereby is necessary or advisable, and all conditions imposed upon such consents shall have been satisfied;

(b) **Filings**. At the Time of Closing, there shall have been filed all registrations, in form and substance satisfactory to the Purchaser, with any governmental or regulatory agency or person necessary or advisable to consummate the assignment of the Assets from the Vendor to the Purchaser or Savers, as applicable, contemplated hereby and, where so deemed necessary or advisable in the Purchaser's absolute discretion, such registrations have been accepted by the applicable governmental or regulatory agency and entered or recorded into the applicable registry;

(c) **Domain Names and Script for Website**. The Vendor shall have delivered the username and password for control for the Domain Names as registered with the applicable registry in order to assign and transfer them to the Purchaser Parties. The script and source codes for each of the websites listed in Exhibit "A" shall have been delivered to the Purchaser in a format and on a medium acceptable to the Purchaser. The Purchaser, acting reasonably, shall have confirmed that all programs, applications and documentation are in a condition acceptable to the Purchaser.

(d) **Representations, Warranties and Covenants.** The representations and warranties of the Vendor and the Shareholders of the Vendor made in or pursuant to this Agreement shall be true and accurate at the Time of Closing with the same force and effect as though such representations and warranties had been made as of the Time of Closing. The Vendor and the Shareholders of the Vendor shall have complied with all covenants and agreements in this Agreement to be performed or caused to be performed by them at or prior to the Time of Closing. The Vendor and the Shareholders of the Vendor shall not be in breach of any agreement on its part contained in this Agreement

(e) **No Material Adverse Change.** No action, event or proceeding shall have occurred, be pending or threatened, which is likely to result in (i) a material adverse effect on the Assets, the transactions contemplated hereby or the right of the Purchaser Parties to own the Assets or (ii) an order, decision or ruling imposing any limitations or conditions which may have a material adverse effect on the Assets, the transactions contemplated hereby or the right of the Purchaser Parties to own the Purchased Assets.

(f) **Closing Documents**. The Vendor shall have executed and delivered (or in the case of the Consulting Agreements or the Employment Agreements, caused to be executed and delivered) to the Purchaser, to Savers or, to the Purchaser's satisfaction, to any other Affiliate of the Purchaser, all of the following documents, in each case dated as of the Closing Date (unless noted otherwise):

(i) a copy of the corporate proceedings of the Vendor, certified by an officer of the Vendor, authorizing the entering into of this Agreement, the other documents listed in this subsection (f) and the transactions contemplated herein and the performance of the Vendor's obligations thereunder, and any other material agreements entered into by the Vendor pursuant to or in connection with this Agreement;

(ii) any conveyances or assignments necessary or desirable to effect the assignment of the Assets from the Vendor to the Purchaser, including, without limitation, the General Conveyance and the Assignment of Trademarks;

(iii) the Non-Competition Agreement;

(iv) one or more Consulting Agreements;

(v) one or more Employment Agreements;

(vi) a certificate of an officer or director of the Vendor stating that the representations and warranties of the Vendor and the Shareholders of the Vendor hereunder are true and correct as of the Closing Date with the same force and effect as if such representations and warranties were made at the Time of Closing; and

(vii) all consents, approvals and certificates, including tax certificates, required under Applicable Laws to be issued by any governmental authority in any applicable jurisdiction as condition precedent to the consummation of the transactions contemplated hereunder.

If any such conditions shall not be fulfilled or waived in writing by the Purchaser at or prior to the Time of Closing, the Purchaser may rescind this Agreement by written notice to the Vendor and, in such event, the Purchaser and the Vendor shall be released from all obligations hereunder.

ARTICLE 3
VENDOR'S CONSIDERATION AND TAXES

3.1 Payments and Issuance of Consideration Shares

The consideration payable by the Purchaser to the Vendor for the purchase of the Assets hereunder shall be satisfied by:

(a) the payment of $500,000.00 in cash to be made by wire transfer or certified cheque; and
(b) the issuance by the Purchaser to the Vendor of the Consideration Shares.

3.2 Allocation of Purchase Price

The Vendor and the Purchaser agree to allocate the Purchase Price among the Assets in accordance with Exhibit "G" and to report the sale and purchase of the Assets for all federal, provincial and local tax purposes in a manner consistent with such allocation, and shall not dispute such allocation in connection with any audit or other proceeding.

3.3 HST Legislation

The parties agree to elect that no Governmental Charge be payable pursuant to the applicable federal and provincial legislation governing harmonized sales taxes, excise taxes and all other taxes, duties or other like charges properly payable by the Purchaser with respect to the sale under this Agreement. The

Purchaser will file an election pursuant to such legislation, made jointly by the parties, in compliance with the requirements thereof.

ARTICLE 4
COVENANTS & ACKNOWLEDGMENTS

4.1 Covenants and Acknowledgments of the Vendor and the Shareholders of the Vendor

The Vendor hereby acknowledges, covenants and agrees (as applicable) as follows, and each of the Shareholders hereby undertakes to cause the Vendor to comply in every respect with each of the following covenants, acknowledgments and agreements:

(a) **Vendor's Operation of Assets.** Prior to the Closing, the Vendor shall deal with the Assets only in the ordinary course of business consistent with past practice, and the Vendor shall not, without the prior written consent of the Purchaser, enter into any transaction or refrain from doing any action that would constitute a breach of any representation, warranty, covenant or other obligation of the Vendor contained herein, and provided further that, without limiting the generality of the foregoing, the Vendor shall not transfer, lease, license, sell or otherwise dispose of any of the Assets, or permit any encumbrance to attach to or affect any of the Assets.

(b) **Preservation of Assets.** The Vendor shall use its best efforts to preserve intact the Assets and to promote and preserve for the Purchaser the goodwill associated with the Assets.

(c) **Exclusivity.** The Vendor shall not take any action, directly or indirectly, to encourage, initiate or engage in discussions or negotiations with, or provide any information to any person, other than the Purchaser, in respect of the Assets.

(d) **Applicable Laws and Securities**. The Vendor acknowledges that the resale or other disposition of the Consideration Shares to be issued pursuant to section 3.1 will be subject to Applicable Laws. The Vendor covenants to comply with the Applicable Laws with respect to the acquisition or disposition of such Consideration Shares.

(e) **Regulatory Filings**. The Vendor agrees to assist the Purchaser in the filing of all such documents as may be required under the Applicable Laws (including the necessary applications and representations to the Exchange) with respect to the issuance of the Consideration Shares pursuant hereto and any filings necessary or desirable in connection with the Governmental Charges.

(f) **Access to Information.** The Vendor shall provide to the Purchaser all information relating to the Vendor or the Assets reasonably requested by the Purchaser.

(g) **Closing Conditions**. The Vendor shall use its best efforts to satisfy the conditions contained herein at or prior to the Time of Closing and any post-closing undertaking that the Vendor and the Shareholders of the Vendor may enter into prior to or at Closing.

(h) **Vendor Liable for Pre-Closing Liabilities.** The Vendor hereby covenants to pay promptly any fee, debt, wage, award, bonus, amount, invoice, salary, premium, liability, judgment, payable or Governmental Charge, and any interest, premium or penalty thereon, owing, payable or accruing due by, to or on the part of the Vendor or the Shareholders of the Vendor, as the case may be, for or during (including in respect of any event, action or circumstance occurring or arising during) the period preceding the Time of Closing, irrespective of when a demand therefor is made.

(i) **Domain Names and Trademark Registrations.** The Vendor shall fully cooperate and execute all documents and take such further action as is required to cause the registration and complete control of the Domain Names and any and all trademark registrations or applications for registration listed in Exhibit "A" to be transferred to the Purchaser or Savers, as applicable, and to confirm, evidence or establish the Purchaser Parties' complete right to such Domain Names or trademarks and trademark applications, as applicable.

(j) **Corporate Name of the Vendor.** The Vendor shall change its corporate name to a number name promptly upon the Closing in accordance with the laws and regulations of its jurisdiction of incorporation. Neither the Vendor nor the Shareholders of the Vendor may register a corporate name or a business name for the Vendor or for any other entity that is identical or similar to "Deal Frenzy Inc." or would be likely to deceive any Person because of its similarity to or any association with the name "Deal Frenzy Inc.".

4.2 **Purchaser's Acknowledgments and Covenants.**

The Purchaser acknowledges, covenants and agrees (as applicable) as follows:

(a) **Reporting Issuer Status**. The Purchaser shall use its best efforts to maintain the status of a "reporting issuer" in good standing under the securities laws of Alberta, British Columbia or Ontario, or the regulations thereunder, or under the securities laws and regulations of any other jurisdiction; provided that the Purchaser may enter into a bona fide transaction which will cause it to cease to be a "reporting issuer" under such legislation;

(b) **Securities Filings**. For as long as the Purchaser maintains the status of a "reporting issuer" as set out in subsection (a), the Purchaser shall use its best efforts to comply with the requirements of, and make all filings required under, Applicable Laws, including, without limitation, under the *Securities Act* (Alberta), the *Securities Act* (British Columbia), the *Securities Act* (Ontario), the Regulations, National Instruments, Multilateral Instruments and Policies promulgated or adopted by the securities commissions of Alberta, British Columbia or Ontario or the legislatures of such jurisdictions, and as required by the Exchange, including, without limitation, in relation to the issuance of the Consideration Shares hereunder;

(c) **The Exchange**. The Purchaser shall comply with the rules and policies of the Exchange for as long as its common shares are listed on the Exchange;

(d) **Closing Conditions**. The Purchaser shall use its best efforts to satisfy the conditions contained herein hereof at or prior to the Time of Closing.

4.3 **Additional Covenants and Compensation.**

(a) **Intentionally Deleted**

(b) **Liquidity Event**. Upon the occurrence of a Liquidity Event at any time within the period of 18 months after the Closing, the Vendor shall receive compensation from the Purchaser not exceeding ten (10)% of the net proceeds in cash or non-cash consideration actually received by the Purchaser in connection with the Liquidity Event, as, when and to the extent that such amounts are actually received by the relevant vendor, which amounts shall be remitted by the Purchaser to the Vendor as soon as reasonably practical. For greater certainty, such net proceeds shall be reduced by the amount of $700,000, being the consideration payable in cash or securities by the Purchaser to the Vendor hereunder, and exclude any fees, Governmental Charges (but not income taxes or capital gains taxes paid or payable by the Purchaser or its Affiliates), commissions and disbursements payable by or on behalf of the Purchaser as a result of the occurrence of the Liquidity Event.

(c) **Clawback**. The Vendor shall repay to the Purchaser any amount that the Vendor has received from the Purchaser under clause (b) of this section to the extent that such amount had been previously paid by the Purchaser to the Vendor from the proceeds that the Purchaser subsequently repaid, refunded or returned, for any reason whatsoever, to the party from which such proceeds had been originally received by the Purchaser.

ARTICLE 5
REPRESENTATIONS & WARRANTIES

5.1 Representations and Warranties of the Vendor and the Shareholders of the Vendor

To induce the Purchaser to enter into this Agreement and complete the transactions contemplated hereby, the Vendor and the Shareholders of the Vendor (other than Sarah Kulbatski, provided that she holds no more issued and outstanding securities of the Vendor than the percentage set forth in Exhibit "H") hereby represent and warrant, jointly and severally, to and in favour of the Purchaser Parties as follows:

(a) the Vendor is a corporation duly incorporated and validly subsisting under the laws of the Province of Ontario and it has the requisite corporate power, capacity and authority to carry on its business as it is now being conducted;

(b) the Vendor has the requisite corporate authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation by the Vendor of the transactions contemplated hereby have been duly authorized by all necessary corporate action, and no other corporate proceedings on the part of the Vendor are or will be necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Vendor and the Shareholders of the Vendor and constitutes a legal, valid and binding obligation of the Vendor and the Shareholders of the Vendor enforceable against each of them in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and to general principles of equity;

(c) subject to obtaining the acceptance letter of the Exchange, no filing or registration with, or authorization, consent or approval of, any domestic or foreign public body or authority is necessary by the Vendor in connection with the making of this Agreement or the consummation of the transactions contemplated herein, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals, which, if not received, would not have any material adverse effect on the ability of the Vendor to consummate the transactions contemplated hereby;

(d) as at the date hereof and at the Time of Closing, the Vendor has the exclusive and absolute beneficial right and good and marketable title to the Assets, free and clear of any liens, encumbrances or claims by third parties;

(e) the Vendor has the exclusive right to use all of the Assets and has not granted any licence or other rights to any other person in respect of the Assets. The Vendor has not used or enforced, or failed to use or enforce, any of its rights, powers or privileges in respect to the Assets in any manner which could limit its validity or result in its invalidity. There has been no infringement or violation of the Vendor's rights in and to the Assets or confidential information, nor any claim of adverse ownership, invalidity or other opposition to or conflict with any of the Assets. The Vendor is not and has not engaged in any activity that violates or infringes any contractual or property rights of any other person in respect of the Assets.

(f) except for the Purchaser's rights under this Agreement, no person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, commitment, conversion right, right of exchange or other agreement for the purchase from the Vendor of any of the Assets;

(g) the execution and delivery of this Agreement by the Vendor, the consummation of the transactions contemplated hereby and the fulfilment by the Vendor of the terms, conditions and provisions hereof will not (with or without the giving of notice or lapse of time, or both): (i) contravene or violate or result in a breach or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligations of the Vendor under any Applicable Laws; any judgment, order, writ, injunction or decree of any regulatory authority having jurisdiction over the Vendor; the articles, by-laws or any resolutions of the board of directors or shareholders of the Vendor; any consent held by the Vendor or necessary to the ownership or operation of the Assets; or the provisions of any contract to which the Vendor is a party or by which it is, or any of its properties or assets are, bound; or (ii) result in the creation or imposition of any encumbrance on any of the Assets;

(h) there are no court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal or criminal); arbitration or other dispute settlement procedure; investigation or inquiry by any governmental, administrative, regulatory or similar body; or any similar matter or proceeding (collectively "proceedings") (whether or not purportedly on behalf of the Vendor) pending or threatened, by or against or affecting the Vendor, at law or in equity, or before or by any regulatory authority, in each case in respect of, relating to or affecting the Assets. There are no grounds on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success and no event has occurred which might give rise to any proceedings. There is not presently outstanding against the Vendor any judgment, decree, injunction, rule, awared or other order of any court, government department, board, commission, agency, arbitrator or similar body outstanding regulatory authority in respect of the Assets.

(i) the Vendor has filed on a timely basis all tax returns required to be filed. All such tax returns are complete and accurate in all respects. All Governmental Charges due from or payable by the Vendor for periods (or portions thereof) ending on or prior to the date hereof and the Closing Date, as applicable, have been paid. All instalments or other payments on account of Governmental Charges that relate to periods for which tax returns are not yet due have been paid on a timely basis. There are no actions, objections, appeals, suits or other proceedings or claims in progress, pending or threatened by or against the Vendor in respect of any Governmental Charges, and in particular there are no currently outstanding assessments or written enquiries which have been issued or raised by any regulatory authority relating to any such taxes. There are no encumbrances pending on or with respect to any of the assets of the Vendor that arose in connection with any failure (or alleged failure) to pay any

Governmental Charge. The Vendor has withheld, collected and paid to the proper regulatory authorities all Governmental Charges required to have been withheld, collected and paid in connection with (i) amounts paid, credited or owing to any employee, independent or dependent contractor, creditor, shareholder, non-resident of Canada or other third party, and (ii) goods and services received from or provided to any person.

(j) the Vendor, its management and the shareholders have disclosed to the Purchaser all facts known to them relating to the Assets which could reasonably be expected to be material to an intending purchaser of the Assets;

(k) the Vendor is not in default or breach of any contract, agreement, lease or other instrument listed in Exhibit "A", and there exists no state of facts which after notice or the passage of time, or both, would constitute such a default or breach, and all such contracts, agreements, leases and other instruments are now in good standing and will not be terminated or modified or require any consent, notice or approval as a result of the transactions contemplated by this Agreement and the Vendor is entitled to all benefits, rights and privileges thereunder; correct and complete copies of all contracts and commitments set out in Exhibit "A", as amended as of the date hereof, or where oral, correct and complete written summaries of their terms, have been provided to the Purchaser.

(l) the Vendor is registered for the purposes of the *Excise Tax Act* (Canada) under registration number [redacted]

(m) following the consummation of the transactions contemplated by this Agreement, the Purchaser will have ownership, possession or use of all or substantially all of the property that can reasonably be regarded as being necessary for the Purchaser to be able to carry on the business associated with and relating to the Assets;

(n) the Vendor has taken all reasonable security measures to protect the secrecy, confidentiality and value of the Assets. Since May 30, 2011, there has been no damage, destruction or loss materially and adversely affecting the Assets or any of them. All the Assets are in good operating condition and in a state of good maintenance and repair. All computer systems hardware, computer systems software and computer dependent equipment, including all repairs, corrections, fixes, improvements, refinements, modifications, upgrades, updates or enhancements, comprising the Assets do now, and will process, provide, receive, calculate, store, retrieve, manage, manipulate and interpret all date-related data in an accurate and uninterrupted manner;

(o) all intellectual property comprising or relating to or required to operate the Assets, including trade marks, trade mark applications and copyrights, is owned by the Vendor with the sole and exclusive right to use, assign and register the same. The Vendor has not infringed the intellectual property rights of any other Person in respect of the Assets. There are no intellectual property rights other than those being transferred absolutely to the Purchaser hereunder that are used in, or are necessary for, the conduct of business of the Vendor or the operation of the Assets; and

(p) the Vendor holds all the Permits which it requires, or is required to have, to own and operate the Assets and all such Permits are in full force and effect; the Vendor is in compliance with all the terms and conditions relating to such Permits, etc.; and there are no proceedings in progress, pending or threatened which may result in revocation, cancellation, suspension, rescission or any adverse modification of any of such Permits nor are there any facts upon which such proceedings could reasonably be based. Neither the terms and conditions relating to such Permits nor the legislation or regulations pursuant to which the same were issued require that any consent or approval of, or filing with or notice to, any governmental agency or regulatory body or other Person be made to assure the continued holding by the Vendor of the Permits after completion of the transaction contemplated by this Agreement.

5.2 Representations and Warranties of the Purchaser

To induce the Vendor to enter into this Agreement and complete the transactions contemplated hereby, the Purchaser hereby represents and warrants to and in favour of the Vendor as follows:

(a) The Purchaser is a corporation duly incorporated and validly subsisting under the laws of the Province of Alberta and it has the requisite corporate power, capacity and authority to carry on its business as it is now being conducted;

(b) The Purchaser has the requisite corporate authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the board of directors of the Purchaser and no other corporate proceedings on the part of the Purchaser are or will be necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and to general principles of equity;

(c) Subject to obtaining the acceptance letter of the Exchange, no filing or registration with, or authorization, consent or approval of, any domestic or foreign public body or authority is necessary by the Purchaser in connection with the making of this Agreement or consummation of the transactions contemplated herein, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals, which, if not received, would not have any material adverse effect on the ability of the Purchaser to consummate the transactions contemplated hereby;

(d) The Purchaser is a "reporting issuer" under the securities laws of Alberta, British Columbia and Ontario and is not in default of any of the requirements of securities legislation in Alberta, British Columbia, Ontario or any other jurisdiction;

(e) the Purchaser has made all filings required under the Applicable Laws with the applicable regulatory authorities, all such filings have been made in a timely manner, and all such filings and information and statements contained therein and any other information or statements disseminated to the public by the Purchaser were true, correct and complete and did not contain any misrepresentation, as at the date of such filing or dissemination of such information or statements;

(f) the execution and delivery of this Agreement by the Purchaser, the consummation of the transactions contemplated hereby and the fulfilment by the Purchaser of the terms, conditions and provisions hereof will not (with or without the giving of notice or lapse of time, or both) contravene or violate or result in a breach or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligations of the Purchaser under any Applicable Law; any judgment, order, writ, injunction or decree of any regulatory authority having jurisdiction over the Purchaser; the articles, by-laws or any resolutions of the board of directors or shareholders of the Purchaser; or the provisions of any contract to which the Vendor is a party or by which it is, or any of its properties or assets are, bound.

(g) the Purchaser is registered for the purposes of the *Excise Tax Act* (Canada) under registration number [redacted]

(h) the board of directors of the Purchaser has reserved and allotted for the benefit of the Vendor a sufficient number of the Consideration Shares required to fulfill the obligations under Section 3.1; and

(i) the Purchaser is not "non-Canadian" within the meaning of the *Investment Canada Act*.

5.3 Survival of Vendor's Representations, Warranties and Covenants

Unless otherwise provided herein, the representations, warranties and covenants of the Vendor and the Shareholders of the Vendor in this Agreement and any documents or certificates given pursuant hereto shall survive for a period of two (2) years from the date hereof, and shall continue in full force and effect for the exclusive benefit of the Purchaser notwithstanding the Closing and any investigation made by or on behalf of the Purchaser.

5.4 Survival of Purchaser's Representations, Warranties and Covenants

Unless otherwise provided herein, the Purchaser's representations, warranties and covenants in this Agreement and any documents or certificates given pursuant hereto shall survive for a period of two (2) years from the date hereof, and shall continue in full force and effect for the Vendor's exclusive benefit notwithstanding the Closing and any investigation made by or on behalf of the Vendor. For greater certainty, any payment obligations of the Purchaser hereunder shall not be subject to any limitation in time.

ARTICLE 6
INDEMNIFICATION

6.1 Indemnification by the Vendor and the Shareholders of the Vendor

The Vendor and the Shareholders of the Vendor (other than Sarah Kulbatski, provided that she holds no more issued and outstanding securities of the Vendor than the percentage set forth in Exhibit "H") shall, jointly and severally, indemnify and save the Purchaser Parties harmless for and from:

(a) any loss, damages or deficiencies suffered by any of the Purchaser Parties as a result of any breach of any representation, warranty or covenant on the part of the Vendor or any of the Shareholders of the Vendor contained in and surviving pursuant to this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all Claims in respect of the foregoing.

6.2 Indemnification by the Purchaser

The Purchaser shall indemnify and save the Vendor harmless for and from:

(a) any loss, damages or deficiencies suffered by the Vendor as a result of any breach of representation, warranty or covenant on the part of the Purchaser contained in and surviving pursuant to this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all Claims in respect of the foregoing.

ARTICLE 7
CONFIDENTIALITY

7.1 Confidentiality

The Purchaser and the Vendor acknowledge and agree that, notwithstanding anything else contained herein, the terms of the mutual non-disclosure agreement between them dated as of May 25, 2011, remains in full force and effect.

ARTICLE 8
CLOSING

8.1 Closing and Closing Date

The Closing of the transactions herein contemplated shall take place at the Purchaser's office on the Closing Date or upon such earlier or later time and date and such place as may be mutually agreed upon among the Parties.

ARTICLE 9
GENERAL

9.1 Termination

If, at any time prior to the Closing, any representation and warranty, or covenant (which by its terms must be complied with or fulfilled at such time), made or given by the Vendor or the Shareholders of the Vendor in this Agreement or any other document required to be delivered at the Time of Closing is not, in the case of a representation and warranty true and correct with the same force and effect as if given at and as of such time (whether or not the truth and correctness of such representations and warranties are within the Vendor's control), and, in the case of a covenant, is not being complied with or fulfilled, the Purchaser may, by giving notice to the Vendor, terminate this Agreement and the obligations of the Vendor and the Purchaser hereunder other than those set out in sections 6.1 and 7.1.

9.2 Good Faith and Cooperation

The Parties shall cooperate fully in good faith with each other and their respective legal advisers, accountants and other representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement.

9.3 **Risk of Loss**

Up to the Time of Closing, the Assets shall be and remain at the risk of the Vendor. If, prior to the Time of Closing, there has been a material adverse change in respect of all or any material part of the Assets, the Purchaser shall have the option, exercisable by notice in writing given within five Business Days of the Purchaser receiving notice in writing from the Vendor of such change, to reduce the Purchase Price, to complete the transactions contemplated under this Agreement or to terminate this Agreement.

9.4 **Expenses**

Each Party hereto shall pay all costs and expenses related to the legal and audit fees and other charges and expenses incurred by such Party in connection with the purchase and sale of the Assets, the preparation of this Agreement and all negotiations between the parties.

9.5 **Time of the Essence**

Time shall be of the essence of this Agreement.

9.6 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and laws of Canada applicable therein, and the Parties irrevocably agree to attorn to the exclusive jurisdiction of the Courts of the Province of Ontario in respect of any and all disputes or matters arising from this Agreement.

9.7 **Counterparts**

This Agreement may be executed in several counterparts and evidenced by a facsimile or scanned copy of an original execution page bearing the signature of each Party hereto, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile/scanned copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date above written.

9.8 **Notices**

Any notice required or permitted to be given by a Party hereto to another Party hereto shall be given in writing and addressed as follows:

(a) if to the Purchaser at:

30 West Beaver Creek Road,
Suite 111
Richmond Hill, ON L4B 3K1
Attention: David Lucatch

Telephone: [redacted]
Facsimile: (905) 763-6175

(b) with a copy to:

Davis LLP
Livingston Place, 1000 - 250 2nd St SW

Calgary, AB T2P 0C1
Attention: Trevor Wong-Chor

Telephone: [redacted]
Facsimile: (403) 213-4478

(c) if to the Vendor at:

210 Shields Court
Markham, ON L3R 8V2
Attention: Alon Amouyal

Telephone: [redacted]
Facsimile: 905-479-5235

(d) with a copy to:

Bernard Gropper, Barrister and Solicitor
300-261 Davenport Road
Toronto, ON M5R 1K3
Attention: Yaakov Eizicovics

Telephone: [redacted]
Facsimile: (416) 487-3002

Any such notice shall be delivered by personal or courier delivery, mailed by prepaid registered post, or sent by facsimile. Any notice delivered personally or by courier shall be deemed to have been received by the Party hereto to which it is so delivered at the time on the date of it being so delivered. Any notice mailed by prepaid registered post shall be deemed to have been received by the Party to which it is so mailed on the third Business Day next following the date of it being so mailed. Any notice sent by facsimile shall be deemed to be delivered on the date it is sent (provided a transmission confirmation is obtained by the delivering Party), unless such day is not a Business Day or it is after 5:00 p.m. Toronto time on a Business Day, in which case it shall be deemed to be delivered on the next Business Day following the date on which it is sent. Any Party may change its address for notice by giving notice to that effect.

9.9 Enurement and Assignment

This Agreement shall enure to the benefit of the Parties, their respective successors and permitted assigns. The Purchaser shall be permitted to assign this Agreement, in whole or in part, and any of the Assets to an Affiliate or any third person provided that such assignment shall not relieve the Purchaser from any of its obligations hereunder.

9.10 Further Assurances

The Parties will from time to time, on and after the date hereof, execute and deliver all such other additional instruments, notices, releases and other documents and shall do all such other acts and things as may be reasonably necessary to carry out the terms and conditions of this Agreement in accordance with its true intent.

9.11 **Entire Agreement**

This Agreement contains the entire understanding of the Parties hereto with respect to the matters herein contained. There are no representations, warranties, promises, covenants, or undertakings between the Parties relating to the matters herein contained, other than those expressly stated herein.

9.12 **Waiver, Amendment**

No waiver or amendment of any of the terms of this Agreement shall be valid unless the same is reduced to writing and signed by the applicable Parties. A waiver by a Party of a breach or default by another Party shall not be deemed to constitute a waiver of any preceding or subsequent breach or default of the same or any other provision of this Agreement.

9.13 **Headings**

The headings contained in any articles, sections or subsections of this Agreement are for convenience or reference only and do not form any part hereof and in no manner modify, interpret or construe the Agreement between the Parties.

***

IN WITNESS WHEREOF the Parties have hereunto executed this Agreement as of the date first above written.

INTERTAINMENT MEDIA INC.

Per: ______________________________

Name: David Lucatch
Title: Chief Executive Officer
I have the authority to bind the corporation

SAVERS PLUS GTA INC.

Per: ______________________________

Name: David Lucatch
Title: Chief Executive Officer
I have the authority to bind the corporation

DEAL FRENZY INC.

Per: ______________________________

Name: • Alon Amouyal
Title:

I/We have the authority to bind the corporation

SHAREHOLDERS OF DEAL FRENZY INC.

Name: International Franchise Inc.

Name: Alon Amouyal

Name: Sarah Kulbatski

Name: 2262810 Ontario Inc.

Exhibit "A"
The Assets

COMPUTER EQUIPMENT

SERVER
HP DL360 G5 2.66 GhZ Quad Core
2 x 146 GB HDD, 16GB RAM
Serial #: USM72906N5
PID: 416563-001

SERVER
HP DL360 G5 2.66 GhZ Dual Core
2 x 146 GB HDD, 16GB RAM
Serial: USE904N5A9
PID: 399524-B21

GIGABIT SWITCH

Procurve Serial #: TW406MY030

DOMAIN NAMES
www.dealfrenzy.com
www.dealfrenzy.ca
www.dealfrenzy.co.uk
www.dealfrenzy.net
www.dealfrenzy.org
www.dealfrenzy.biz
www.dealsfrenzy.com
www.dealsfrenzy.net
www.dealsfrenzy.co.uk
www.dealsfrenzy.ca
www.dealfrenzy.info
www.dealsfrenzy.org
www.dealfrenzybusiness.com
www.frenzybusiness.com

SCRIPT IN RESPECT OF THE DEALFRENZY.COM WEBSITE

TRADEMARK APPLICATIONS

United States Patent and Trademark Office (Serial Number 85348990, filed June 17, 2011)

Canadian Intellectual Property Office (Serial no. 1,533,364; filed on June 27, 2011)

CONTRACTS

- Merchant Agreements the details of which are set out in Exhibit "A1"
- Colosseum Online Inc. Service Agreement (hosting services);
- Moneris Solutions Service Agreement (Payment Processing Services)

Exhibit "A1"

[Redacted – this Exhibit contains a list of customers and the confidential financial terms]

Exhibit "B"
Consulting Agreement

See attached.

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made as of the 30th day of June, 2011

B E T W E E N:

DEAL FRENZY CORPORATION, a corporation existing under the laws of the Province of Ontario

(the "Corporation")

\- and -

[Name of individual consultant redacted], of the City of Toronto, in the Province of Ontario

(the "Consultant")

RECITALS:

A. Intertainment Media Inc. (the "Parent"), the parent company of the Corporation, has acquired certain Assets (the "Acquired Assets") of Deal Frenzy Inc. (the "Vendor") as described in and pursuant to an asset purchase agreement dated as of June 29, 2011 (the "Asset Purchase Agreement").

B. The Parent has transferred the Acquired Assets to the Corporation effective as of the date hereof pursuant to a contribution agreement between the Parent and the Corporation.

C. The Consultant has been involved in the operation of the Acquired Assets and has the skills, knowledge and experience to benefit the Corporation if he provides certain services to the Corporation in the future, including, without limitation, in respect of further operation of the Acquired Assets.

D. The Corporation and the Consultant wish to set out the terms and conditions pursuant to which the Corporation shall engage the services of the Consultant and the Consultant shall provide such services;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. **Definitions**

In this agreement,

1.1 **"Business Day"** means any day, other than Saturday, Sunday or any statutory holiday in the Province of Ontario;

1.2 **"Cause"** means:

1.2.1 any breach of this agreement by the Consultant, which breach, if capable of being remedied, continues for ten (10) days after notice from the Corporation to the Consultant specifying such breach, unless the Consultant has commenced to remedy such breach and diligently proceeds therewith; or

1.2.2 a circumstance which, if the Consultant were an employee of the Corporation, would entitle the Corporation to terminate the employment of the Consultant for cause under the laws of Ontario and the federal laws of Canada applicable therein; or

1.2.3 an event otherwise designated as "Cause" hereunder.

1.3 **"Confidential Information"** means all confidential, financial or proprietary information, intellectual property (including trade secrets) and confidential facts relating to the business, assets, affairs, plans, projects or activities of the Corporation, the Parent and their affiliates, officers, directors, employees, service providers, customers or suppliers, in each case whether past, present or future, whenever and however obtained by or provided to the Consultant, provided, however, that Confidential Information shall not include any information received by the Consultant in good faith and without restriction from a third party which is not under obligation(s) of confidentiality to the Corporation and has the right to make such disclosure to the Consultant;

1.4 **"Corporation"** includes the Parent and its affiliates unless the context otherwise requires;

2. **Engagement by the Corporation**

The Corporation engages the Consultant to render all the services described in Schedule "A" (the "Services") and to perform other duties reasonably related or ancillary thereto, as directed by any officer or employee of the Corporation. The Consultant shall perform the Services in accordance with the standards of care, skill and diligence of an experienced professional in the Consultant's field and in a competent and efficient manner.

3. <u>Acceptance of Engagement by the Consultant</u>

The Consultant accepts the engagement and agrees to render the services and perform the duties described in section 2. In the performance by the Consultant of the services and duties under this agreement, the Consultant shall act honestly and in good faith with a view to the best interests of the Corporation.

4. <u>Compensation</u>

The Corporation shall pay to the Consultant the fees set out in Schedule "B". Such fees shall be paid by the Corporation to the Consultant exclusive of any applicable taxes, such fee to be paid within 30 days after receipt by the Corporation of an account therefor from the Consultant. Accounts rendered by the Consultant shall indicate the number of hours covered by the particular account and shall describe, with reasonable particularity, the services performed by the Consultant during the period covered by the account. The Consultant shall not render accounts more frequently than once per calendar month.

The Consultant shall calculate, withhold and remit all taxes and statutorily required payments including, without limitation, income taxes, insurance contributions, health plan premiums, service taxes, and any other taxes or amounts or other expenses, owing as a result of its receipt of the payments under this Agreement, or the payments by Consultant to anyone Consultant employs or retains.

5. <u>Supply of Materials and Equipment</u>

In performing the Services and other duties under this Agreement, the Corporation shall be responsible for providing all required equipment, software, tools, books, and materials. Any software, equipment, tools, books, or materials provided or loaned by the Corporation must be returned in good condition whenever requested by the Corporation, and immediately upon termination of this agreement.

6. <u>Expenses</u>

The Corporation shall pay or reimburse the Consultant for all reasonable expenses actually incurred or paid by the Consultant during the Term in the performance of the Consultant's services under this agreement if such expenses have been authorized by the Corporation in writing in advance (including by electronic mail), in each case upon presentation of expense statements or receipts or such other supporting documentation as the Corporation may reasonably require, provided however that no such payment shall be made for any taxes for which the Consultant is entitled to a credit or refund.

7. <u>No Use or Disclosure of Confidential Information</u>

During and at all times after the Term, the Consultant shall hold in confidence and keep confidential all Confidential Information and shall not, directly or indirectly, in any manner or for any purpose whatsoever, use, copy, recreate or reproduce or allow to be used, copied, recreated or reproduced for the benefit of, or disclose, transmit, transfer or communicate or allow to be disclosed, transmitted, transferred or communicated to, any Person any Confidential Information except as and to the extent required in the course of providing services hereunder or with the Corporation's prior consent. The foregoing prohibition shall not apply to any Confidential Information if:

7.1 such Confidential Information is available to the public or in the public domain at the time of such disclosure or use, without breach of this agreement;

7.2 disclosure is required to be made by any present or future law, regulation, governmental body or authority or by court order; or

7.3 disclosure is made to a court which is determining the rights of the parties under this agreement.

The Consultant acknowledges and agrees that the obligations under this section are to remain in effect in perpetuity. The Consultant further acknowledges that the obligations contained in this section are not in substitution for any obligations which the Consultant may now or hereafter owe to the Corporation and which exist apart from this section and do not replace any rights of the Corporation with respect to any such obligations.

8. <u>Property of the Corporation</u>

All property of the Corporation, including all memoranda, notes, lists, records and other documents (and all copies thereof), whether in physical form or stored in computer memories, on microfiche, on discs or on tapes or by any other means or in any other format, made or compiled by or on behalf of the Consultant or made available to the Consultant in the performance of the services hereunder at any time during the Term (whether by the Corporation or any other person) concerning the business or affairs of the Corporation or any person associated with the Corporation at any time, shall be delivered to the Corporation by the Consultant promptly upon the termination of this agreement, or at any other time on request of the Corporation. The Consultant agrees not to retain any copies of such property in any format whatsoever including electronic format.

9. Rights of Corporation in Consultant's Work Product

Any products, inventions and works (including, without limitation, any designs, software, source code, records, technology or documents) that are conceived, invented, developed, created or reduced to practice as a part of the performance and delivery of the Services pursuant to this Agreement by (a) the Consultant or any person or entity engaged by the Consultant or the Consultant's subcontractors; or (b) by the Corporation and its contractors (whether conceived, invented, developed, created or reduced to practice jointly or separately with Consultant or its subcontractors), are and shall be the sole and exclusive property of the Corporation and may not be retained by the Consultant in any form or assigned, used, transferred, shared, disclosed, conveyed or recreated by the Consultant to any other person or entity in any jurisdiction whatsoever. The Consultant hereby assigns, conveys and transfers and agrees to assign, convey and transfer to the Corporation in perpetuity all worldwide right, title and interest that the Consultant may have in all such products, inventions and works, and the Consultant shall, and shall cause any of its permitted agents or subcontractors (if any) to (i) comply with this Agreement; (ii) assign to the Corporation in perpetuity all worldwide right, title and interest that any such Consultant or subcontractor may have in all such products, inventions and works; (iii) waive in favour of the Corporation, its licensees, successors and assigns all moral rights that Consultant or its subcontractors may have in all such products inventions and works, including, without limitation, all copyrights, trademarks, mask works rights, and rights to apply for, and title to applications for, all forms of patents, utility models, industrial designs and similar property rights, however described, recognized by any country, state or other jurisdiction. Consultant shall execute, deliver, and cause its employees, subcontractors and agents performing the Services (if any) to execute and deliver to the Corporation such additional documentation as may reasonably be requested by the Corporation, from time to time, to effectuate the purposes and intent of this Agreement, including, but not limited to, such documents as may be requested to obtain, exercise, perfect, secure, confirm or enforce for the benefit of the Corporation and its successors, assigns and other legal representatives, copyright registration and protection and/or other intellectual property rights protection and licenses in and to the products, inventions and works described herein.

10. Nature of Relationship

The parties acknowledge and agree as follows:

10.1 the relationship of the Consultant to the Corporation is that of independent contractor;

10.2 the Consultant is not an employee or agent of the Corporation;

10.3 the Corporation and the Consultant are not partners or joint venturers with each other;

10.4 nothing herein shall be construed so as

10.4.1 to make the Corporation and the Consultant partners or joint venturers,

10.4.2 to make the Consultant an employee or agent of the Corporation, or

10.4.3 to impose any liability as partner, joint venturer, employer or employee or principal or agent on the Corporation or the Consultant, as the case may be.

11. Termination by the Corporation

This agreement may be terminated by the Corporation:

11.1 for Cause, without notice; or

11.2 for any reason, on thirty (30) days' notice to the Consultant.

The Consultant acknowledges that, on any termination of this agreement by the Corporation, the Consultant shall not be entitled to any payment for loss of office or other similar compensation.

12. Termination by the Consultant

This agreement may be terminated by the Consultant for any reason on thirty (30) days' notice to the Corporation.

13. Payment upon Termination

Upon termination of this Agreement, the Corporation shall pay all amounts due and owing to the Consultant for Services actually performed in accordance with this Agreement to the date of termination and for expenses incurred in accordance with section 6. Other than foregoing, the Consultant shall not be entitled to any further remuneration under this Agreement.

14. Indemnification by the Corporation

The Corporation shall indemnify the Consultant and the heirs and legal representatives of the Consultant against all costs, charges and expenses, including all amounts paid to settle an action or satisfy a judgment, reasonably incurred by the Consultant in respect of any civil, criminal or administrative action or proceeding to which the Consultant is a party by reason of being or having been engaged by the Corporation under this agreement, other than an action (including, without limitation, an action in contract or tort) by the Corporation as a result of a breach or alleged breach by the Consultant of this agreement or of any duty owed by the Consultant to the Corporation, if:

14.1 the Consultant acted honestly and in good faith with a view to the best interests of the Corporation; and

14.2 in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Consultant had reasonable grounds for believing that the conduct of the Consultant was lawful.

15. Indemnification by the Consultant

The Consultant shall indemnify and hold harmless each of the Corporation and the Parent, and the directors, officers, shareholders, employees and representatives of the Corporation and the Parent from any and all costs, claims, losses, taxes, fines, penalties, interest, charges, damages and expenses arising out of, caused by or relating to any breach of this Agreement by the Consultant, including for the Consultant's failure to pay, deduct or remit any amounts owing in respect of income taxes, employment insurance contributions, health plan premiums, service taxes, and any other taxes, amounts or other expenses.

16. Notice

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by prepaid mail, by facsimile or other means of electronic communication or by delivery as hereafter provided. Any such notice or other communication, if mailed by prepaid mail at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fourth Business Day after the post-marked date thereof, or if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the Business Day following the sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address shall also be governed by this section. In the event of a general discontinuance of postal service due to strike, lock-out or otherwise, notices or other communications shall be delivered by hand or sent by facsimile or other means of electronic communication and shall be deemed to have been received in accordance with this section. Notices and other communications shall be addressed as follows:

(a) if to the Consultant:

■
Email: ■

(b) if to the Corporation:

Deal Frenzy Corporation
30 West Beaver Creek Road
Suite 111

Attention: David Lucatch
Fax number: 905-763-6175

17. Assignment

This agreement shall not be assignable by the Corporation (except to the Parent or any affiliate of the Parent) or by the Consultant.

18. Headings

The inclusion of headings in this agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

19. Invalidity of Provisions

Each of the provisions contained in this agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this agreement invalid or unenforceable in any respect.

20. Entire Agreement

This agreement constitutes the entire agreement between the parties pertaining to the subject matter of this agreement. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made either prior to, contemporaneous with, or after entering into this agreement, or any amendment or supplement thereto, by any party to this agreement or its directors, officers, employees or agents, to any other party to this agreement or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this agreement, and none of the parties to this agreement has been induced to enter into this agreement or any amendment or supplement by reason of any such warranty, representation, opinion, advice or assertion of fact. Accordingly, there shall be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent contemplated above.

21. Waiver, Amendment

Except as expressly provided in this agreement, no amendment or waiver of this agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this agreement constitute a continuing waiver unless otherwise expressly provided.

22. Currency

Except as expressly provided in this agreement, all amounts in this agreement are stated and shall be paid in Canadian currency.

23. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

24. Counterparts

This agreement may be executed in counterparts and such execution may be evidenced by a facsimile or scanned copy of an original execution page bearing the signature of the applicable party hereto, each of which shall be deemed to be an original, and such counterparts, including scanned or facsimile copies, taken together, shall constitute one and the same instrument.

***

IN WITNESS WHEREOF the Corporation and the Consultant have executed this agreement.

DEAL FRENZY CORPORATION

by: ______________________________
Name:
Title:

Witness

________________________	))))))))	______________________________

Exhibit "A"

Scope of Services

1. User administration (setup and maintaining account)
2. Maintaining system
3. Verify that peripherals are working properly
4. Quickly arrange repair for hardware in occasion of hardware failure
5. Monitor system performance
6. Create file systems
7. Install software
8. Create a backup and recover policy
9. Monitor network communication
10. Update system as soon as new version of OS and application software comes out
11. Implement the policies for the use of the computer system and network
12. Setup security policies for users.
13. Monitor server security
14. Monitor special services etc
15. Diagnose and expeditiously correct problems

Exhibit “B”

Fees

$80.00 per hour

Exhibit "C"
Non-Competition Agreement

See attached.

NON-COMPETITION, NON-SOLICITATION AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made as of the 30th day of June, 2011

BY:	[Vendor][Shareholder's Name] [of the City of ■, Province of Ontario] (the "**Covenantor**")
IN FAVOUR OF:	
	SAVERS PLUS GTA INC., a corporation existing under the laws of the Province of Ontario ("**Savers**")
AND:	**INTERTAINMENT MEDIA INC.**, a corporation existing under the laws of the Province of Alberta (the "**Parent**" and, together with Savers, the "**Purchasers**")

RECITALS:

A. Pursuant to an asset purchase agreement (the "**Purchase Agreement**") dated as of June 29, 2011 among the Parent, the Covenantor, Deal Frenzy Inc. (the "**Vendor**") and the shareholders of the Vendor (collectively, the "**Vendor Parties**"), the Parent agreed to purchase, and the Vendor agreed to sell, certain assets of the Vendor listed therein (the "**Assets**");

B. Pursuant to a contribution agreement dated as of the date hereof, the Parent assigned, transferred and conveyed the Assets to Savers, a wholly-owned subsidiary of the Parent;

C. Savers intends to change its corporate name to "Deal Frenzy Corporation" as of July 1, 2011 and the Vendor intends to change its corporate name to a number company name, in each case under the governing corporate statute;

D. [Pursuant to an employment agreement dated as of the date hereof (the "**Employment Agreement**"), the Covenantor will become an employee of Savers, for an indefinite period of time (the period during which such Employment Agreement or certain provisions thereof are in full force and effect, the "**Term of the Employment Agreement**");]

E. It is a condition of the Purchase Agreement that the Covenantor execute and deliver this non-competition, non-solicitation and confidentiality agreement;

F. The Covenantor acknowledges that this agreement is necessary in order that the Purchasers receive the full benefit of the goodwill of the Business and the Assets as such Business and Assets continue to be developed and operated during the Term and thereafter and, accordingly, the Covenantor is willing to enter into this agreement in order to protect that goodwill;

G. The Covenantor acknowledges that this agreement is an integral part of the transaction contemplated by the Purchase Agreement [and the Employment Agreement] under which the Vendor Parties have received significant benefit and from which the Covenantor has received and will continue to receive both direct and indirect significant benefit and that the Purchasers are relying on the agreements and acknowledgements given herein by the Covenantor;

NOW THEREFORE in consideration of the foregoing, the sum of $1.00 and other good and valuable consideration now given by the Purchasers to the Covenantor (the receipt and sufficiency of which are hereby acknowledged), the Covenantor agrees with the Purchasers as follows:

1. <u>Definitions</u>

In this agreement,

1.1 "**Assets**" has the meaning given thereto in the Purchase Agreement;

1.2 "**Business**" means any business, venture, activity or undertaking being carried on or contemplated by the Vendor relating to and in respect of the Assets immediately prior to the effective date of the Purchase Agreement;

1.3 **"Information"** means all confidential, financial or proprietary information, intellectual property (including trade secrets) and confidential facts relating to the Business, the Assets and affairs, plans, projects or activities of the Purchasers and their affiliates, officers, directors, employees, agents, customers, suppliers and service providers, in each case whether past, present or future, whenever and however obtained by or provided to the Covenantor, provided, however, that Information shall not include any information received by the Covenantor in good faith and without restriction from a third party which is not under obligation(s) of confidentiality to the Purchasers and has the right to make such disclosure to the Covenantor;

1.4 **"Person"** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted and includes the Covenantor;

1.5 **"Term"** means [the Term of the Employment Agreement and] a period of two (2) years after [the termination of the Employment Agreement in accordance with the terms thereof][the date hereof].

2. Non-Competition

2.1 The Covenantor shall not, during the Term, directly or indirectly, in any manner whatsoever including, without limitation, either individually, in partnership, jointly or in conjunction with any other Person, or as director, officer, shareholder, employee, member, trustee, financier, principal, agent or consultant ([other than as employee pursuant to the Employment Agreement during the Term of the Employment Agreement and] except for the benefit of the Purchasers):

2.1.1 carry on, be engaged or concerned or have an interest or participate in operation, management or control in any business, venture or undertaking of any form or organization;

2.1.2 have any financial or other interest (including an interest by way of royalty or other compensation or profit sharing arrangements) in or in respect of the business of any Person which carries on a business; or

2.1.3 advise, assist, lend money to, purchase securities, guarantee the debts or obligations of or permit the use of its property or assets, including intellectual property, be employed by or provide any services to any Person which carries on a business;

which is the same as or substantially similar to or which competes with or would compete with the business, venture or undertaking of the Purchasers during the Term:

2.1.3.1 anywhere in the world; provided that if this section 2.1.3.1 is determined to be unenforceable, then;

2.1.3.2 anywhere in Canada, the United States of America and any member state of the European Union; provided that if this section 2.1.3.2 is determined to be unenforceable, then;

2.1.3.3 anywhere in Canada; provided that if this section 2.1.3.2 is determined to be unenforceable, then;

2.1.3.4 anywhere in Ontario.

The Covenantor and the Purchasers agree that sections 2.1.3.1 to 2.1.3.4 above are severable and acknowledge that it is their intention that, if the restraint contemplated by section 2.1.3.1 above is found by a court to be unreasonable, the Covenantor shall be subject to the restraint contemplated by section 2.1.3.2 above and so on.

3. Exception

Notwithstanding section 2, nothing herein shall prevent the Covenantor from owning the shares of any of the Purchasers and no more than 5% of the issued equity securities of an entity which are listed on a recognized stock exchange or lawfully traded in the over the counter market in Canada or the United States of America, which carries on a business which is the same as or substantially similar to or which competes with or would compete with the business of the Purchasers.

4. Non-solicitation

Without consent of the Purchasers[, which consent shall not be unreasonably denied, delayed or withheld], the Covenantor shall not, at any time during the Term, directly or indirectly (other than solely in the Covenantor's capacities as a shareholder of the Parent [and an employee under the Employment Agreement]), (A) hire, engage, solicit or retain the services of any Person to act in any capacity (i) engaged or involved at such time in the Business or development, operation or marketing of the Assets, as such Assets continue to be developed and operated during the Term, or (ii) having a contract with any of the Purchaser as an officer, employee, advisor, consultant or independent contractor, or (B) induce, persuade or encourage, or otherwise cause or attempt to cause, any of such Persons to terminate, in whole or in part, their employment, contract or relationship with, or cease to provide services to, any of the Purchasers.

5. Customers

The Covenantor shall not, at any time during the Term, directly or indirectly, on their own account or on behalf of any other Person (other than the Purchasers), solicit or contact any customers of any of the Purchasers for the purpose of selling to those customers any products or services which are the same as or substantially similar to, or in any way competitive with, the Business and the Assets, as such Assets continue to be developed and operated during the Term, or the products or services of any of the Purchasers, as produced or provided during the Term.

6. No Impairment

The Covenantor shall not do or cause or permit to be done any acts which may impair the relationship between any of the Purchasers, and their suppliers, customers, employees or any other Person.

7. No Disparagement

The Covenantor shall not, directly or indirectly, in any manner or for any purpose whatsoever, disparage or communicate in negative terms, either verbally or in writing or in any other manner, about the Business, the Assets, as they continue to be operated and developed, and the Purchasers, or the employees, officers, shareholders, directors, partners, representatives or agents of the Purchasers, unless such Person is specifically required to do so:

7.1 by applicable laws, regulations, governmental bodies or authorities or by court order (after giving the Purchasers timely notice and sufficient opportunity to intervene); or

7.2 in pleadings and similar materials filed with the court in connection with any litigation among the Covenantor, on the one part, and any of the Purchasers, on the other part.

The Covenantor acknowledges and agrees that the obligations under this section are to remain in effect in perpetuity.

8. Confidentiality

At any and all times hereafter, the Covenantor shall hold in confidence and keep confidential all Information and shall not, directly or indirectly, in any manner or for any purpose whatsoever, use, copy, recreate or reproduce or allow to be used, copied, recreated or reproduced for the benefit of, or disclose, transmit, transfer or communicate or allow to be disclosed, transmitted, transferred or communicated to, any Person any Information except on behalf of or for the specific benefit of the Purchasers. The foregoing prohibition shall not apply to any Information if:

8.1 the Information is available to the public or in the public domain at the time of such disclosure or use without breach of this agreement;

8.2 disclosure of the Information is required to be made by any present or future law, regulation, governmental body, or authority or by court order; or

8.3 disclosure is made to a court which is determining the rights of the parties under this agreement.

The Covenantor acknowledges and agrees that the obligations under this section are to remain in effect in perpetuity.

9. <u>Covenantor's Acknowledgements and Agreements</u>

The Covenantor acknowledges and agrees that:

9.1 The Covenantor has received a copy, read and understood this agreement and his or her obligations hereunder;

9.2 the recitals to this agreement are true and accurate;

9.3 the Covenantor has had sufficient time to review and consider this agreement thoroughly;

9.4 the Covenantor has signed this agreement voluntarily and without pressure;

9.5 the Covenantor has been advised to seek independent legal advice in connection with this agreement;

9.6 the Covenantor intends to comply with the covenants contained herein and that such compliance will not unreasonably restrict the Covenantor's ability to obtain employment;

9.7 this agreement constitutes, and will continue to constitute at all times, a legal, valid and binding obligation of the Covenantor, enforceable against each of them in accordance with the terms hereof, subject to the usual exceptions as to bankruptcy and the availability of equitable remedies;

9.8 [the Covenantor has continuing obligations to the Purchasers during the Term of the Employment Agreement, including under the Employment Agreement;

9.9 the covenants contained herein are intended to ensure that the Purchasers receive the full benefit of the goodwill of the Business including, without limitation, the Vendor's relationship with any Person relating to the Assets and the Information relating to the Assets;

9.10 to transfer effectively the goodwill of the Business and the Assets to the Purchasers will require the period of the Term;

9.11 breach of any section of this agreement will cause serious harm to the Purchasers, the Business and the Assets;

9.12 the geographic scope and duration of the covenants set forth herein are reasonable, necessary and prudent considering the geographic location of the customers of and the market for the Business and the Assets, as they continue to be developed and operated during the Term, the customers' ability to access such Assets and generate revenue for the Business and the Purchasers, the global nature of the online software industry and the competitors of the Purchasers, the length of time required to develop a good reputation and goodwill in the industry in which the Purchasers do and will continue to compete in connection with the Business and the Assets; and

9.13 the covenants set forth herein are reasonable, necessary and prudent considering the business interests of the Purchasers, the nature and extent of the relationship of the Covenantor to the Business, the Assets, as they continue to be developed and operated, and the Purchasers.

The Covenantor agrees that the Purchasers are relying on the acknowledgements and agreements contained herein in connection with their purchase of the Assets.

10. Invalidity of Provisions

Each of the provisions contained in this agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. The parties shall engage in good faith negotiations to replace any provision which is declared invalid or unenforceable with a valid and enforceable provision, the economic effect of which comes as close as possible to that of the invalid or unenforceable provision which it replaces. If no agreement is reached as a result of such negotiations within a reasonable period of time, the parties shall waive any provision of law which renders any provision of this agreement invalid or unenforceable in any respect, to the extent permitted by applicable law.

11. Remedies

The Covenantor acknowledges that a breach or threatened breach by the Covenantor of any provision of this agreement will result in the Purchasers suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, the Covenantor agrees that, in addition to any other relief to which the Purchasers may become entitled, the Purchasers shall be entitled to interim and permanent injunctive relief, specific performance and other equitable remedies. The remedies to which the Purchasers may resort are cumulative and not exclusive of any other remedy allowed by law or equity to which the Purchasers may be entitled, and the Purchasers shall be entitled to pursue any and all of their respective remedies concurrently, consecutively and alternatively.

12. <u>Further Assurances</u>

As and so often as the Purchasers may require at any time, the Covenantor shall execute and deliver all such other additional instruments, agreements, undertakings, notices, releases and other documents and shall do all such other acts and things as in the opinion of the Purchasers or their counsel may be necessary or advisable to give full effect to and to carry out the terms and conditions of this agreement in accordance with its true intent.

13. <u>Amendment, Waivers and Assignability</u>

No modification, amendment or waiver of any of the provisions of this agreement shall be effective unless made with the prior written consent of the Purchasers. No waiver of any provision of this agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this agreement constitute a continuing waiver unless otherwise expressly provided. This agreement shall not be assignable by the Covenantor.

14. <u>Enurement</u>

This agreement shall enure to the benefit of the Purchasers, their successors and assigns, and shall be binding upon the Covenantor and the Covenantor's respective successors, assigns, heirs, executors, administrators and personal representatives.

15. <u>Governing Law</u>

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

16. <u>Counterparts</u>

This agreement may be executed in counterparts and such execution may be evidenced by a facsimile or scanned copy of an original execution page bearing the signature of the applicable party hereto, each of which shall be deemed to be an original, and such counterparts, including scanned or facsimile copies, taken together, shall constitute one and the same instrument.

***

IN WITNESS WHEREOF the Covenantor has executed this agreement.

WITNESS:

	)	
	)	
	)	
	)	
	)	
______________________________	)	______________________________
	)	**[Name of Covenantor]** ■
	)	

Exhibit "D"
Employment Agreement

See attached.

[Letterhead of the Corporation]

June 30, 2011

PRIVATE & CONFIDENTIAL

[Name and address of individual employee
redacted as personal information]

Dear [Name of individual employee redacted as personal information]:

Re: Offer of Employment

On behalf of Deal Frenzy Corporation (the "Corporation"), I am writing to offer you a permanent full time position with the Corporation on the terms and conditions set out below. Please read it carefully. If you are prepared to accept these terms and conditions as a binding agreement between you and the Corporation, please sign the employee's agreement at the end of this letter and return it to Edward Jonasson at the address set out herein. When you have done so, this letter (hereinafter referred to as the "Agreement") will constitute a binding agreement between you and the Corporation with respect to your employment during the term thereof.

1. <u>Term Position and Duties</u>

(a) The Corporation will employ you as President, commencing effective July 1, 2011, for an indefinite term until your employment is terminated in accordance herewith and all applicable law.

(b) Your duties will be as set out in Exhibit A hereto. The Corporation or its parent corporation, Intertainment Media Inc. (the "Parent") may, at any time, assign you to perform additional or alternative functions that are consistent with your skills and experience. You shall faithfully, honestly and diligently serve the Corporation and devote all of your working time and attention to your

employment and you will use your best efforts to promote the interests of the Corporation.

(c) You will report to the Chief Operating Officer, or to such other individual as the Corporation may reasonably determine in its absolute discretion from time to time.

(d) Your hours of work may vary and be irregular and will be those hours required to meet the objectives of your employment. Accordingly, this Agreement constitutes your consent to working greater hours than those provided in any applicable employment or labour standards legislation.

(e) You hereby undertake to devote yourself exclusively to the Corporation's business and shall not be employed or engaged in any capacity in any other business without the prior permission of the Corporation except in accordance with the terms hereof.

(f) You hereby agree, in lieu of employment by the Corporation as contemplated above, to serve such of the Corporation's affiliates, including the Parent, in such position and reporting to such individual as the Corporation may designate from time to time. In such a case, the Corporation agrees to cause the applicable affiliate of the Corporation to employ you, and you agree to perform or fulfill any duties and responsibilities as the Corporation or the applicable affiliate may designate. This Agreement shall govern the employment relationship between you and the applicable affiliate. For that purpose, the term "Corporation" shall, unless the context otherwise requires, be deemed to include each applicable affiliate.

(g) You shall comply with this Agreement and all of the Corporation's rules, policies, procedures and regulations as enacted or implemented by the Corporation from time to time (collectively, the "Policies"). You hereby undertake to inform yourself of the details of such Policies.

2. Compensation

a) In consideration of your performance of the obligations contained in this Agreement, the Corporation will pay to you an annual base gross salary ("Base Salary") as set out in Exhibit A (before deduction for income taxes and other required deductions and withholdings, but excluding the Benefits paid by the Corporation as provided in section 3, the Bonus and the Commission, as defined below). The Base Salary will be payable in equal instalments in arrears, on the fifteenth (15^{th}) and the last day of each calendar month, in each case subject to the Policies and the practices of the Corporation applicable to its other employees. The Corporation will review the Base Salary annually, with a view to considering adjustments as appropriate. Notwithstanding the foregoing, the Base Salary shall be prorated in respect of the first year of employment such that you shall be entitled to receive, and the Corporation shall be required to pay, in respect of such year only that proportion of the Base Salary that the number of days in the first year of employment is to 365.

b) The Corporation shall pay you a bonus (the "Bonus") calculated as set out in Exhibit A for each fiscal year started and completed during the term of this agreement, provided that you have not terminated this Agreement at any time prior to the payment of the Bonus to you. The Bonus shall be paid on the later to occur of: (i) ninety (90) days following the last day of the fiscal year of the Corporation; or (ii) the public announcement, whether by press-release or filing on SEDAR, of the annual financial results of the Parent's performance upon completion of an audit of the Parent and approval thereof by the board of directors of the Parent. The Corporation will review the Bonus annually, with a view to considering adjustments as appropriate.

c) The Corporation shall pay a commission (the "Commission") calculated as set out in Exhibit A for each calendar month started and completed during the term of this Agreement. The Commission shall be paid no later than forty five (45) days following the last day of such calendar month.

3. <u>Benefits</u>

Upon the effective date of this Agreement, you will become eligible to participate in the benefits (the "Benefits") granted generally by the Corporation to all employees of the Corporation, in accordance with and subject to the terms and conditions of the applicable fund, plan or arrangement relating thereto in effect from time to time. For greater certainty, the Corporation reserves the right to amend or terminate the Benefits unilaterally from time to time as provided in the applicable plan, fund or arrangement.

4. <u>Vacation</u>

You will be entitled, in addition to statutory holiday and holidays observed by the Corporation, to a period of paid vacation as set out in Exhibit A, during each 12 month period of your continuous employment, in each case subject to the Policies. Vacation shall be taken by you at such time as may be acceptable to the Corporation having regard to its operations and no more than two (2) weeks of vacation shall be taken consecutively. In the event that you do not take the full vacation to which you are entitled in any year of employment, you may not carry over any accrued and unused vacation to the following year of employment without the approval of the Corporation.

5. <u>Expenses</u>

You may not incur any expenses for and on behalf of the Corporation without prior approval of the Chief Financial Officer of the Corporation or as such person may otherwise direct.

6. <u>Stock Options</u>

You may be eligible for consideration to receive stock options pursuant to a stock option plan for employees of the Corporation or the Parent, as applicable, which may come into force after the date hereof in respect of such employees on the terms and conditions thereof. The options will be granted, if at all, to the extent that the board of directors of the Corporation or the Parent, in its sole discretion, may determine. You eligibility will be conditional upon execution of the standard option grant letter provided to you or any equivalent thereof. You hereby acknowledge that income taxes may be payable by you in respect of the options that may be granted to you by the Corporation. You acknowledge that the Corporation has certain obligations imposed by the tax laws to ensure that your taxes are paid. In that regard, you agree that the Corporation will be entitled to impose on you reasonable restrictions and protections to ensure that it can honour its obligations under applicable laws.

7. Privacy Legislation

You acknowledge that various provincial and federal legislation has been and may in the future be enacted to safeguard your privacy. You agree that, to the extent permitted by that legislation, you hereby authorize the Corporation to provide to persons contemplating or entering into material transactions with the Corporation, any of its affiliates or securityholders (and their advisors and financiers) any information that such persons may reasonably require solely in conjunction with such transactions. This may require the delivery to such persons of personal information that the Corporation would be prohibited from disclosing without your consent. You hereby consent to that disclosure in the circumstances identified in this section.

8. Non-Competition and Non-Solicitation

(a) Non-Competition. You will not, during your employment with the Corporation and for the 18-month period after the termination of your employment with the Corporation, directly or indirectly, individually or in partnership or in conjunction with any other person:

(i) be engaged, directly or indirectly, in any manner whatsoever, including, without limitation, either individually or in partnership, jointly or in conjunction with any other person, or as an employee, consultant, adviser, principal, agent, member or proprietor in any competitive business in Canada and the United States; and

(ii) advise, invest in, lend money to, guarantee the debts or obligations of, or otherwise have any other financial or other interest (including an interest by way of royalty or other compensation arrangements) in or in respect of any person which carries on a competitive business in Canada and the United States.

For greater certainty, your obligations under this section 8 are in addition to the obligations respecting disclosure and use of Proprietary Information (as defined below) as set out hereunder or under the Policies;

(b) No Solicitation of Clients and Suppliers. You will not, during your employment with the Corporation and for the 18-month period after the termination of your employment with the Corporation, directly or indirectly, individually or in partnership or in conjunction with any other person, contact or solicit any person who you know to be a prospective, current or former client or supplier of the Corporation for the purpose of selling to the client or buying from the supplier any products or services that are the same as or substantially similar to, or in any way competitive with, the products or services sold or purchased by the Corporation during your employment or at the end thereof, as the case may be; and

(c) No Solicitation of Employees. You will not, during your employment with the Corporation and for the 18-month period after the termination of your employment with the Corporation, directly or indirectly, individually or in partnership or in conjunction with any other person induce, solicit or encourage, or attempt to induce, solicit or encourage, or assist any third party in inducing, soliciting or encouraging any employee, officer, advisor, contractor or consultant of the Corporation, to leave the Corporation or to terminate such person's position, employment, contract or engagement with the Corporation or accept position, employment, contract or engagement elsewhere.

9. Termination

(a) The Corporation may without prior notice and without further obligations under this Agreement to you immediately terminate your employment with the Corporation for just cause.

(b) You may terminate your employment on giving to the Corporation at least one month's prior written notice. However, you agree that you will attempt to provide as much (additional) prior notice as is possible and will during the notice period, in all cases, assist fully as reasonably requested by the Corporation in effecting an orderly transition to his successor.

(c) The Corporation may terminate your employment, without cause, on giving to you prior written notice of termination or payment in lieu thereof equivalent to one week's basic salary (exclusive of Bonus, Commission or other compensation) if you have been employed for less than one full year. If you have been employed for more than one full year, upon termination by the Corporation, without cause, you will receive either prior written notice of termination or payment in lieu thereof equivalent to the period of notice as is prescribed by the *Employment Standards Act, 2000* (Ontario) (the "ESA") as well as any severance pay that you may be entitled to pursuant to the terms of the ESA.

(d) If your employment is terminated without cause, or if you die during the employment period, you shall be entitled to receive in respect of your entitlement to the Base Salary, and the Corporation shall be required to pay in respect thereof, only that proportion of the Base Salary (less any statutory deductions and withholdings) in respect of the year of employment in which the effective date of the termination of employment without cause or the date of death occurs that the number of days elapsed from the commencement of such year of employment to the effective date of termination or the date of death is to 365. You will also be entitled to receive compensation in lieu of the accrued and unused vacation for that year of employment only (but not, for greater certainty, any prior years of employment). Under this clause (d), you will be entitled to receive (i) no accrued and unpaid Bonus; and (ii) accrued and unpaid Commission on the same terms as you would receive as if there had been no termination of this Agreement.

(e) In the event of termination, you shall cease to receive the Benefits as at the effective date of termination or such later date as may be required by the ESA.

(f) All options issued to you shall terminate unexercised on (i) the effective date of termination for cause or (ii) the day which is ninety days after the effective date of termination for any other reason, in each case subject to the terms of the applicable share option plan and the Policies.

(g) Except as provided above, where your employment has been terminated by you or terminated or deemed to have been terminated by the Corporation for any reason, you will not be entitled, except to the extent required under any mandatory employment standard under the ESA, to receive any payment as termination pay, severance pay, pay in lieu of notice, or as damages. Except as to any entitlement as provided above, you hereby waive any claims you may have against the Corporation for or in respect of termination pay, severance pay, or on account of loss of office or employment or notice in lieu thereof or damages in lieu thereof. Payments to you upon termination in accordance with this Agreement by the Corporation will be deemed to include and to satisfy entitlements to termination pay, vacation pay, severance pay and any other payments to which the Executive may otherwise be entitled pursuant to the ESA and any other applicable law.

(h) Receipt by you of payments in accordance with this Agreement will be deemed to constitute a full and final release and discharge by you of the Corporation and its current and former affiliates, shareholders, directors, officers, employees and agents (for each of whom the Corporation contracts as a trustee) from all claims including, without limitation, any claims in respect of your hiring by, employment with and termination of employment with the Corporation.

10. Ownership and Return of Materials

All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to you by the Corporation shall remain the property of the Corporation. Upon termination of your employment, or at any time on the request of the Corporation before termination, you will promptly (but no later than five days after the earlier of your employment's termination or the Corporation's request) destroy or deliver to the Corporation, at the Corporation's option: (a) all materials furnished to you by the Corporation; (b) all tangible media of expression which are in your possession and which include any Proprietary Information (as defined below) or otherwise relate to the Corporation's business; and (c) written certification of your compliance with your obligations under this sentence.

11. No Disparagement

You shall not, directly or indirectly, in any manner or for any purpose whatsoever, disparage or communicate in negative terms, either verbally or in writing or in any other manner, about the Corporation and its business, products, services, customers, clients, affiliates, employees, officers, shareholders, directors, partners, representatives or agents unless you are specifically required to do so:

a) by applicable laws, regulations, governmental bodies or authorities or by court order (after giving the Corporation timely notice and sufficient opportunity to intervene); or

b) in pleadings and similar materials filed with the court in connection with any litigation commenced by you against the Corporation.

12. Proprietary Information

(a) You hereby acknowledge that your employment creates a relationship of confidence and trust between the Corporation and you with respect to any information which may be made known to you by the Corporation or by any client or customer of the Corporation, or learned by you in that context during the period of your employment and which:

(i) has not been made generally available to the public; and

(ii) is applicable or of value to the Corporation's current or anticipated business, research or development activities, or those of any client or customer of the Corporation.

(b) All that information has commercial value in the business in which the Corporation is engaged and is referred to in this Agreement as "Proprietary

Information." By way of illustration, but not limitation, Proprietary Information includes: (i) any and all technical and non-technical information including patent disclosures and applications, copyright applications, trade secrets, confidential information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the Corporation; (ii) any and all information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, prospective and current customer lists and information, customer contracts and services, business forecasts, cost and pricing information, sales and marketing plans and information; and (iii) proprietary or confidential information of any of the Corporation's customers or any other third party who may disclose such information to the Corporation or to you in the course of the Corporation's business.

(c) Proprietary Information does not include any information: (i) which has been published by others in a form generally available to the public; (ii) which you have received from a third party with the legal right to use that information; (iii) which you had in your possession prior to your employment by the Corporation (as evidenced by your written records pre-dating the date of employment) or (iv) from which are derived the general skills and experience gained performing your duties during your employment with the Corporation that you could reasonably have been expected to acquire in similar employment with other employers. Proprietary Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all the material features comprising such information have been published in combination. Proprietary Information will not be considered to be publicly available, if it is made public by you in violation of this Agreement or by a third party who has no lawful right to hold or disclose the Proprietary Information or who does so in violation of any contractual, legal, or fiduciary obligation to the Corporation.

13. Ownership and Nondisclosure of Proprietary Information

All Proprietary Information is the sole property of the Corporation, the Corporation’s assigns or the Corporation’s customers, as the case may be, and the Corporation, the Corporation’s assigns or the Corporation’s customers will be the sole and exclusive owner of all patents, copyrights, mask works, trade secrets and other rights in the Proprietary Information. You will not acquire any ownership or other interest in the Proprietary Information. At all times, both during your employment by the Corporation and after termination of such employment, you shall keep in confidence and trust all Proprietary Information, and you will not use or disclose any Proprietary Information or anything directly relating to Proprietary Information without the written consent of the Corporation, except as may be necessary in the ordinary course of performing your duties as an employee of the Corporation.

14. Innovations

As used in this Agreement, the term “Innovations” means all processes, machines, manufactures, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral right, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs. “Innovations” includes “Inventions,” which is defined to mean any inventions or discoveries protectable under patent laws. It is also understood that Innovations subject to copyright will be works made for hire.

15. Records

You shall keep complete, accurate and authentic notes, reference materials, data and records of all Innovations in the manner and form requested in writing by the Corporation of you or of its employees generally. All these materials will be Proprietary Information upon their creation.

16. Assignment of Innovations

You shall promptly disclose and describe to the Corporation, and you do and shall assign to the Corporation or the Corporation's designee your entire right, title, and interest in and to, each of the Innovations, and any associated intellectual property rights, which you may solely or jointly conceive, reduce to practice, create, derive, develop or make during the period of your employment with the Corporation, which either: (i) relate, at the time of conception, reduction to practice, creation, derivation, development, or making of such Innovation, to the Corporation's business or actual or demonstrably anticipated research or development; or (ii) were developed on any amount of the Corporation's time or with the use of any of the Corporation's equipment, supplies, facilities or trade secret information; or (iii) resulted from any work you performed for the Corporation. All such Innovations as described in this paragraph are referred to in this Agreement as "Corporation Innovations."

17. Moral Rights

You hereby irrevocably waive all moral rights arising under the *Copyright Act* (Canada) as amended (or any successor legislation of similar effect) or similar legislation in applicable jurisdictions, or at common law, that you may have now or in the future with respect to the Corporation Innovations, including, without limitation, any rights you may have to have your name associated with the Corporation Innovation, any rights you may have to prevent the alteration, translation or destruction of the Corporation Innovations, and any rights you may have to control the use of the Corporation Innovations in association with any product, service, cause or institution. This waiver may be invoked by the Corporation, and by any of its authorized agents or assignees, in respect of any of the Corporation Innovations.

18. Disclosure of Prior Innovations

You have identified on Exhibit B ("Prior Innovations") attached hereto all Innovations, applicable to the business of the Corporation or relating in any way to the Corporation's business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by you prior to your employment with the Corporation (collectively, the "Prior Innovations"), and you represent that the list is complete. You hereby represent that you have no rights in any such Innovations other than those Prior Innovations specified in Exhibit B. You further represent that no other person, company or other entity has any rights in any of your Prior Innovations except as specified on Exhibit B. If there is no list on Exhibit B, you represent that you have neither conceived, reduced to practice, created, derived, developed nor made any such Prior Innovations at the time of signing this Agreement.

19. Licence of Prior Innovations

You hereby hereby grant to the Corporation or the Corporation's designees a royalty free, irrevocable, worldwide licence (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations which you incorporate, or permit to be incorporated, in any Corporation Innovations. To the extent any of the rights, title and interest in and to the incorporated Prior Innovations cannot be licensed by you to the Corporation, you hereby irrevocably waive and agree never to assert the non-licensable rights, title and interest against the Corporation or any of the Corporation's successors in interest to such non-licensable rights. Despite the foregoing, you will not incorporate, or permit to be incorporated, any Prior Innovations in any Corporation Innovations without the Corporation's prior written consent.

20. Future Innovations

You hereby recognize that Innovations or Proprietary Information relating to your activities while working for the Corporation and conceived, reduced to practice, created, derived, developed, or made by you, alone or with others, within three months after termination of your employment may have been conceived, reduced to practice, created, derived, developed, or made, as applicable, in significant part while employed by the Corporation. Accordingly, such Innovations and Proprietary Information will be presumed to have been conceived, reduced to practice, created, derived, developed, or made, as applicable, during your employment with the Corporation and are to be promptly assigned to the Corporation unless and until you have established the contrary by written evidence satisfying the clear and convincing standard of proof.

21. Cooperation in Perfecting Rights to Proprietary Information and Innovations

(a) You will perform, during and after your employment, all acts deemed necessary or desirable by the Corporation to permit and assist the Corporation, at the Corporation's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Proprietary Information and Innovations. Such acts may include, but are not limited to, execution of documents and assistance or co-operation: (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications; (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, other proprietary rights; and (iii) in other legal proceedings related to the Proprietary Information or Innovations.

(b) If the Corporation is unable for any reason to secure your signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Proprietary Information (including improvements thereof) or any Innovations (including derivative works, improvements, renewals, extensions, continuations, divisional, continuations in part, continuing patent applications, reissues, and reexaminations), you hereby irrevocably designate and appoint the Corporation and the Corporation's duly authorized officers and agents as your attorney, with full power of substitution, in your name but on behalf of and at the expense of the Corporation: (i) to execute, file, prosecute, register and memorialize the assignment of any such application; (ii) to execute and file any documentation required for such enforcement; and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Proprietary Information, or Innovations, all with the same legal force and effect as if executed by you. Such appointment, being coupled with an interest, is irrevocable by you and shall not be revoked by your insolvency, bankruptcy, death or incapacity and you agree to ratify and confirm all that the Corporation may do or cause to be done pursuant to the foregoing. The power of attorney granted in this section is not intended to be a continuing power of attorney within the meaning of and governed by the *Substitute Decisions Act* (Ontario), as amended from time to time, or any similar power of attorney under equivalent legislation in any of the provinces or territories of Canada (a "CPOA"). The execution of this Agreement shall not terminate any such CPOA granted by you previously and will not be terminated by the execution by you in the future of a CPOA, and you hereby agree not to take any action in future which results in the termination of this power of attorney.

22. No Violation of Rights of Third Parties

Your performance of all the terms of this Agreement and as an employee of the Corporation does not and shall not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you prior to your employment with the Corporation, and you will not disclose to the Corporation, or induce the Corporation to use, any confidential or proprietary information or material belonging to any previous employer or others. you am not a party to any other agreement which will interfere with your full compliance with this Agreement. You may not enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement. In the course of your employment with the Corporation, you will not knowingly violate or cause the Corporation to violate the intellectual property rights of others.

23. Limitation on Agreement

The Corporation acknowledges that no provision of this Agreement is intended to require the assignment of your rights in an invention if no equipment, supplies, facilities, or trade secret information of the Corporation was used and the invention was developed entirely on your own time, unless the invention relates to the business of the Corporation or to the Corporation's actual or demonstrably anticipated research or development or the invention results from any work performed by you for the Corporation.

24. Computer and Network Protection Rules

You hereby acknowledge that as a user of the computers, networks and related systems of the Corporation and the Corporation's links to the Internet and subscriptions to on-line services, you must comply with the Corporation's rules and policies from time to time. Violation of any of these rule is grounds for discipline up to and including immediate dismissal for just cause. You further understand that violations of these rules may also subject you to penalties or proceedings under civil law, copyright law and criminal law.

25. Survival

Sections 11 to 23 of Agreement (a) shall survive in perpetuity after the termination of your employment with the Corporation; (b) do not in any way restrict your right or the right of the Corporation to terminate your employment at any time, as otherwise provided for herein; (c) enure to the benefit of successors and assigns of the Corporation; and (d) are binding upon your heirs and legal representatives.

26. Injunctive Relief

A breach of any of the promises or agreements contained in Sections 11 to 23 of this Agreement will result in irreparable and continuing damage to the Corporation for which there will be no adequate remedy at law, and the Corporation is entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

27. Notices

Any notice required or permitted by this Agreement will be in writing and will be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy, facsimile transmission or electronic mail, upon acknowledgment of receipt of such electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to you will be sent to any address in the Corporation's records or such other address as you may specify in writing. Notices to the Corporation will be sent to the

Corporation's human resources executive or to such other address as the Corporation may specify in writing.

28. Governing Law

This Agreement, including any and all exhibits and schedules hereto, is governed in all respects by the laws of Ontario as such laws are applied to agreements entered into and to be performed entirely within Ontario between Ontario residents. Each of the parties irrevocably consents to the non-exclusive jurisdiction of the Ontario courts for any matter arising out of or relating to this Agreement. The Corporation and you agree that section 2 of the *Employers and Employees Act* (Ontario) shall not apply to or in respect of this Agreement or the employment of you hereunder.

29. Severability

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable: (i) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision; and (ii) the legality, validity and enforceability of the remaining provision of this Agreement will not be affected or impaired thereby.

30. Waiver; Amendment; Modification

The waiver by the Corporation of a term or provision of this Agreement, or of a breach of any provision of this Agreement by you, will not be effective unless the waiver is in writing signed by the Corporation. No waiver by the Corporation of, or consent by the Corporation to, a breach by you, will constitute a waiver of, consent to or excuse of any other or subsequent breach by you. This Agreement may be amended or modified only with the written consent of both you and the Corporation. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

31. Entire Agreement

This Agreement represents your entire understanding with the Corporation concerning the subject matter of this Agreement and supersedes all previous understandings, written or oral.

32. **Other Matters**

Upon execution by you, this Agreement and the attached exhibits and schedules will constitute a binding legal agreement between you and the Corporation. We advise you to seek independent legal advice before you sign below. Your decision to sign this Agreement will constitute an acknowledgement that you did so voluntarily without any undue pressure and if you fail to obtain independent legal advice, you will not be allowed to raise this failure as a defence against the enforcement by the Corporation of our obligations under this Agreement.

***

Would you please confirm this agreement by signing and returning to us the enclosed copy of this letter.

Yours truly,

DEAL FRENZY CORPORATION

by: ____

Name:

Title:

<u>Acceptance</u>:

I hereby accept the above offer on the terms and conditions therein set forth.

DATED this _____ day of ______, 2011.

by: ____

EXHIBIT A

DUTIES: The President is fully responsible for all operational activities of the Corporation including the provisions of sufficient resources to carry on the strategies crucial for the success of the Corporation. The president is responsible for maintaining strategic development, performance management and public relations. Continuous improvement of the business model and company culture is of supreme importance. The president is responsible for the growth and development of the corporate team and organizational structure.

More specifically, you will:

- Develop and establish strategies in all facets of the business
- Ensure the companies strategies are acted upon successfully
- Provision sufficient human, financial, technological, informational and material resources to carry out strategic developments
- Establish the necessary business relationships, organizational structures and motivational schemes for the business
- Meet and exceed financial goals
- Develop strategic incentive programs
- Create & manage action please in place to improve performance of all the branches of the business
- Act as day-to-day contact of all members of the corporation
- Deliver monthly performance metrics in all assets of the corporation
- Administer performance evaluations

BASE SALARY: $100,000

BONUS: Your Bonus will be calculated by reference to the following table setting forth the performance targets to be achieved by the Corporation in a fiscal year completed by the Corporation during the term of this Agreement and the applicable bonus amount payable to you in accordance with the provisions of this Agreement:

Target of Annual Net Revenue	**Bonus**	**Target of Annual Pre-Tax Profit**	**Bonus**
$875,000	$0	$467,500	$0
$1,750,000	$50,000	$935,000	$50,000
$3,500,000	$100,000	$1,870,000	$100,000

To the extent that the target of annual net revenue or the target of annual pre-tax profit, as the case may be, actually achieved by the Corporation in a fiscal year completed by the Corporation falls between the amounts set forth in the applicable column above, the amount of Bonus payable to you in respect of such target in accordance with this Agreement will be interpolated on a straight line basis. For the purposes of this provision, annual net revenue shall mean annual gross revenue of the Corporation exclusive of any refunds, returns, clawbacks, commissions and other splits with customers; and annual pre-tax profit shall mean annual net revenue of the Corporation exclusive of expenses, salaries and operating costs.

COMMISSION: Your Commission will be calculated as follows: one (1) % of all net commissionable revenue actually received by the Corporation on account of fees in respect of sales originated and executed by all sales commission employees of the Corporation exclusive of refunds, returns, clawbacks, commissions and other splits with customers.

VACATION:

Employment	Length Vacation
1 - 5 Years	2 Weeks (4%)
6 - 10 Years	3 Weeks (6%)
11 - 15 Years	4 Weeks (8%)

16 or More Years	5 Weeks (10%)

EXHIBIT B

PRIOR INNOVATIONS

None

[Letterhead of the Corporation]

June 30, 2011

PRIVATE & CONFIDENTIAL

[Name and address of individual employee
redacted]

Dear [Name of individual employee redacted]:

Re: Offer of Employment

On behalf of Deal Frenzy Corporation (the "Corporation"), I am writing to offer you a permanent full time position with the Corporation on the terms and conditions set out below. Please read it carefully. If you are prepared to accept these terms and conditions as a binding agreement between you and the Corporation, please sign the employee's agreement at the end of this letter and return it to Edward Jonasson at the address set out herein. When you have done so, this letter (hereinafter referred to as the "Agreement") will constitute a binding agreement between you and the Corporation with respect to your employment during the term thereof.

1. <u>Term Position and Duties</u>

(a) The Corporation will employ you as Senior Vice-President of Sales, commencing effective July 1, 2011, for an indefinite term until your employment is terminated in accordance herewith and all applicable law.

(b) Your duties will be as set out in Exhibit A hereto. The Corporation or its parent corporation, Intertainment Media Inc. (the "Parent") may, at any time, assign you to perform additional or alternative functions that are consistent with your skills and experience. You shall faithfully, honestly and diligently serve the Corporation and devote all of your working time and attention to your

employment and you will use your best efforts to promote the interests of the Corporation.

(c) You will report to the President of the Corporation, or to such other individual as the Corporation may reasonably determine in its absolute discretion from time to time.

(d) Your hours of work may vary and be irregular and will be those hours required to meet the objectives of your employment. Accordingly, this Agreement constitutes your consent to working greater hours than those provided in any applicable employment or labour standards legislation.

(e) You hereby undertake to devote yourself exclusively to the Corporation's business and shall not be employed or engaged in any capacity in any other business without the prior permission of the Corporation except in accordance with the terms hereof.

(f) You hereby agree, in lieu of employment by the Corporation as contemplated above, to serve such of the Corporation's affiliates, including the Parent, in such position and reporting to such individual as the Corporation may designate from time to time. In such a case, the Corporation agrees to cause the applicable affiliate of the Corporation to employ you, and you agree to perform or fulfill any duties and responsibilities as the Corporation or the applicable affiliate may designate. This Agreement shall govern the employment relationship between you and the applicable affiliate. For that purpose, the term "Corporation" shall, unless the context otherwise requires, be deemed to include each applicable affiliate.

(g) You shall comply with this Agreement and all of the Corporation's rules, policies, procedures and regulations as enacted or implemented by the Corporation from time to time (collectively, the "Policies"). You hereby undertake to inform yourself of the details of such Policies.

2. Compensation

a) In consideration of your performance of the obligations contained in this Agreement, the Corporation will pay to you an annual base gross salary (“Base Salary”) as set out in Exhibit A (before deduction for income taxes and other required deductions and withholdings, but excluding the Benefits paid by the Corporation as provided in section 3, and the Commission, as defined below). The Base Salary will be payable in equal instalments in arrears, on the fifteenth (15th) and the last day of each calendar month, in each case subject to the Policies and the practices of the Corporation applicable to its other employees. The Corporation will review the Base Salary annually, with a view to considering adjustments as appropriate. Notwithstanding the foregoing, the Base Salary shall be prorated in respect of the first year of employment such that you shall be entitled to receive, and the Corporation shall be required to pay, in respect of such year only that proportion of the Base Salary that the number of days in the first year of employment is to 365.

b) The Corporation shall pay a commission (the “Commission”) calculated as set out in Exhibit A for each calendar month started and completed during the term of this Agreement. The Commission shall be paid no later than forty five (45) days following the last day of such calendar month.

3. Benefits

Upon the effective date of this Agreement, you will become eligible to participate in the benefits (the “Benefits”) granted generally by the Corporation to all employees of the Corporation, in accordance with and subject to the terms and conditions of the applicable fund, plan or arrangement relating thereto in effect from time to time. For greater certainty, the Corporation reserves the right to amend or terminate the Benefits unilaterally from time to time as provided in the applicable plan, fund or arrangement.

4. Vacation

You will be entitled, in addition to statutory holiday and holidays observed by the Corporation, to a period of paid vacation as set out in Exhibit A, during each 12 month period of your continuous employment, in each case subject to the Policies. Vacation shall be taken by you at such time as may be acceptable to the Corporation having regard to its operations and no more than two (2) weeks of vacation shall be taken consecutively. In the event that you do not take the full vacation to which you are entitled in any year of employment, you may not carry over any accrued and unused vacation to the following year of employment without the approval of the Corporation.

5. Expenses

You may not incur any expenses for and on behalf of the Corporation without prior approval of the Chief Financial Officer of the Corporation or as such person may otherwise direct.

6. Stock Options

You may be eligible for consideration to receive stock options pursuant to a stock option plan for employees of the Corporation or the Parent, as applicable, which may come into force after the date hereof in respect of such employees on the terms and conditions thereof. The options will be granted, if at all, to the extent that the board of directors of the Corporation or the Parent, in its sole discretion, may determine. You eligibility will be conditional upon execution of the standard option grant letter provided to you or any equivalent thereof. You hereby acknowledge that income taxes may be payable by you in respect of the options that may be granted to you by the Corporation. You acknowledge that the Corporation has certain obligations imposed by the tax laws to ensure that your taxes are paid. In that regard, you agree that the Corporation will be entitled to impose on you reasonable restrictions and protections to ensure that it can honour its obligations under applicable laws.

7. Privacy Legislation

You acknowledge that various provincial and federal legislation has been and may in the future be enacted to safeguard your privacy. You agree that, to the extent permitted by that legislation, you hereby authorize the Corporation to provide to persons contemplating or entering into material transactions with the Corporation, any of its affiliates or securityholders (and their advisors and financiers) any information that such persons may reasonably require solely in conjunction with such transactions. This may require the delivery to such persons of personal information that the Corporation would be prohibited from disclosing without your consent. You hereby consent to that disclosure in the circumstances identified in this section.

8. Non-Competition and Non-Solicitation

(a) Non-Competition. You will not, during your employment with the Corporation and for the 18-month period after the termination of your employment with the Corporation, directly or indirectly, individually or in partnership or in conjunction with any other person:

(i) be engaged, directly or indirectly, in any manner whatsoever, including, without limitation, either individually or in partnership, jointly or in conjunction with any other person, or as an employee, consultant, adviser, principal, agent, member or proprietor in any competitive business in Canada and the United States; and

(ii) advise, invest in, lend money to, guarantee the debts or obligations of, or otherwise have any other financial or other interest (including an interest by way of royalty or other compensation arrangements) in or in respect of any person which carries on a competitive business in Canada and the United States.

For greater certainty, your obligations under this section 8 are in addition to the obligations respecting disclosure and use of Proprietary Information (as defined below) as set out hereunder or under the Policies;

(b) No Solicitation of Clients and Suppliers. You will not, during your employment with the Corporation and for the 18-month period after the termination of your employment with the Corporation, directly or indirectly, individually or in partnership or in conjunction with any other person, contact or solicit any person who you know to be a prospective, current or former client or supplier of the Corporation for the purpose of selling to the client or buying from the supplier any products or services that are the same as or substantially similar to, or in any way competitive with, the products or services sold or purchased by the Corporation during your employment or at the end thereof, as the case may be; and

(c) No Solicitation of Employees. You will not, during your employment with the Corporation and for the 18-month period after the termination of your employment with the Corporation, directly or indirectly, individually or in partnership or in conjunction with any other person induce, solicit or encourage, or attempt to induce, solicit or encourage, or assist any third party in inducing, soliciting or encouraging any employee, officer, advisor, contractor or consultant of the Corporation, to leave the Corporation or to terminate such person's position, employment, contract or engagement with the Corporation or accept position, employment, contract or engagement elsewhere.

9. Termination

(a) The Corporation may without prior notice and without further obligations under this Agreement to you immediately terminate your employment with the Corporation for just cause.

(b) You may terminate your employment on giving to the Corporation at least one month's prior written notice. However, you agree that you will attempt to provide as much (additional) prior notice as is possible and will during the notice period, in all cases, assist fully as reasonably requested by the Corporation in effecting an orderly transition to his successor.

(c) The Corporation may terminate your employment, without cause, on giving to you prior written notice of termination or payment in lieu thereof equivalent to one week's basic salary (exclusive of Commission or other compensation) if you have been employed for less than one full year. If you have been employed for more than one full year, upon termination by the Corporation, without cause, you will receive either prior written notice of termination or payment in lieu thereof equivalent to the period of notice as is prescribed by the *Employment Standards*

Act, 2000 (Ontario) (the "ESA") as well as any severance pay that you may be entitled to pursuant to the terms of the ESA.

(d) If your employment is terminated without cause, or if you die during the employment period, you shall be entitled to receive in respect of your entitlement to the Base Salary, and the Corporation shall be required to pay in respect thereof, only that proportion of the Base Salary (less any statutory deductions and withholdings) in respect of the year of employment in which the effective date of the termination of employment without cause or the date of death occurs that the number of days elapsed from the commencement of such year of employment to the effective date of termination or the date of death is to 365. You will also be entitled to receive compensation in lieu of the accrued and unused vacation for that year of employment only (but not, for greater certainty, any prior years of employment). Under this clause (d), you will be entitled to receive accrued and unpaid Commission on the same terms as you would receive as if there had been no termination of this Agreement.

(e) In the event of termination, you shall cease to receive the Benefits as at the effective date of termination or such later date as may be required by the ESA.

(f) All options issued to you shall terminate unexercised on (i) the effective date of termination for cause or (ii) the day which is ninety days after the effective date of termination for any other reason, in each case subject to the terms of the applicable share option plan and the Policies.

(g) Except as provided above, where your employment has been terminated by you or terminated or deemed to have been terminated by the Corporation for any reason, you will not be entitled, except to the extent required under any mandatory employment standard under the ESA, to receive any payment as termination pay, severance pay, pay in lieu of notice, or as damages. Except as to any entitlement as provided above, you hereby waive any claims you may have against the Corporation for or in respect of termination pay, severance pay, or on account of loss of office or employment or notice in lieu thereof or damages in lieu thereof.

Payments to you upon termination in accordance with this Agreement by the Corporation will be deemed to include and to satisfy entitlements to termination pay, vacation pay, severance pay and any other payments to which the Executive may otherwise be entitled pursuant to the ESA and any other applicable law.

(h) Receipt by you of payments in accordance with this Agreement will be deemed to constitute a full and final release and discharge by you of the Corporation and its current and former affiliates, shareholders, directors, officers, employees and agents (for each of whom the Corporation contracts as a trustee) from all claims including, without limitation, any claims in respect of your hiring by, employment with and termination of employment with the Corporation.

10. Ownership and Return of Materials

All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to you by the Corporation shall remain the property of the Corporation. Upon termination of your employment, or at any time on the request of the Corporation before termination, you will promptly (but no later than five days after the earlier of your employment's termination or the Corporation's request) destroy or deliver to the Corporation, at the Corporation's option: (a) all materials furnished to you by the Corporation; (b) all tangible media of expression which are in your possession and which include any Proprietary Information (as defined below) or otherwise relate to the Corporation's business; and (c) written certification of your compliance with your obligations under this sentence.

11. No Disparagement

You shall not, directly or indirectly, in any manner or for any purpose whatsoever, disparage or communicate in negative terms, either verbally or in writing or in any other manner, about the Corporation and its business, products, services, customers, clients, affiliates, employees, officers, shareholders, directors, partners, representatives or agents unless you are specifically required to do so:

a) by applicable laws, regulations, governmental bodies or authorities or by court order (after giving the Corporation timely notice and sufficient opportunity to intervene); or

b) in pleadings and similar materials filed with the court in connection with any litigation commenced by you against the Corporation.

12. Proprietary Information

(a) You hereby acknowledge that your employment creates a relationship of confidence and trust between the Corporation and you with respect to any information which may be made known to you by the Corporation or by any client or customer of the Corporation, or learned by you in that context during the period of your employment and which:

(i) has not been made generally available to the public; and

(ii) is applicable or of value to the Corporation's current or anticipated business, research or development activities, or those of any client or customer of the Corporation.

(b) All that information has commercial value in the business in which the Corporation is engaged and is referred to in this Agreement as "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes: (i) any and all technical and non-technical information including patent disclosures and applications, copyright applications, trade secrets, confidential information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the Corporation; (ii) any and all information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, prospective and current customer lists and information, customer contracts and services, business forecasts, cost and pricing information, sales and marketing plans and information; and (iii) proprietary or confidential information of any of the Corporation's customers or any other third party who may disclose such information to the Corporation or to you in the course of the Corporation's business.

(c) Proprietary Information does not include any information: (i) which has been published by others in a form generally available to the public; (ii) which you have received from a third party with the legal right to use that information; (iii) which you had in your possession prior to your employment by the Corporation (as evidenced by your written records pre-dating the date of employment) or (iv) from which are derived the general skills and experience gained performing your duties during your employment with the Corporation that you could reasonably have been expected to acquire in similar employment with other employers. Proprietary Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all the material features comprising such information have been published in combination. Proprietary Information will not be considered to be publicly available, if it is made public by you in violation of this Agreement or by a third party who has no lawful right to hold or disclose the Proprietary Information or who does so in violation of any contractual, legal, or fiduciary obligation to the Corporation.

13. Ownership and Nondisclosure of Proprietary Information

All Proprietary Information is the sole property of the Corporation, the Corporation's assigns or the Corporation's customers, as the case may be, and the Corporation, the Corporation's assigns or the Corporation's customers will be the sole and exclusive owner of all patents, copyrights, mask works, trade secrets and other rights in the Proprietary Information. You will not acquire any ownership or other interest in the Proprietary Information. At all times, both during your employment by the Corporation and after termination of such employment, you shall keep in confidence and trust all Proprietary Information, and you will not use or disclose any Proprietary Information or anything directly relating to Proprietary Information without the written consent of the Corporation, except as may be necessary in the ordinary course of performing your duties as an employee of the Corporation.

14. Innovations

As used in this Agreement, the term "Innovations" means all processes, machines, manufactures, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral right, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs. "Innovations" includes "Inventions," which is defined to mean any inventions or discoveries protectable under patent laws. It is also understood that Innovations subject to copyright will be works made for hire.

15. Records

You shall keep complete, accurate and authentic notes, reference materials, data and records of all Innovations in the manner and form requested in writing by the Corporation of you or of its employees generally. All these materials will be Proprietary Information upon their creation.

16. Assignment of Innovations

You shall promptly disclose and describe to the Corporation, and you do and shall assign to the Corporation or the Corporation's designee your entire right, title, and interest in and to, each of the Innovations, and any associated intellectual property rights, which you may solely or jointly conceive, reduce to practice, create, derive, develop or make during the period of your employment with the Corporation, which either: (i) relate, at the time of conception, reduction to practice, creation, derivation, development, or making of such Innovation, to the Corporation's business or actual or demonstrably anticipated research or development; or (ii) were developed on any amount of the Corporation's time or with the use of any of the Corporation's equipment, supplies, facilities or trade secret information; or (iii) resulted from any work you performed for the Corporation. All such Innovations as described in this paragraph are referred to in this Agreement as "Corporation Innovations."

17. Moral Rights

You hereby irrevocably waive all moral rights arising under the *Copyright Act* (Canada) as amended (or any successor legislation of similar effect) or similar legislation in applicable jurisdictions, or at common law, that you may have now or in the future with respect to the Corporation Innovations, including, without limitation, any rights you may have to have your name associated with the Corporation Innovation, any rights you may have to prevent the alteration, translation or destruction of the Corporation Innovations, and any rights you may have to control the use of the Corporation Innovations in association with any product, service, cause or institution. This waiver may be invoked by the Corporation, and by any of its authorized agents or assignees, in respect of any of the Corporation Innovations.

18. Disclosure of Prior Innovations

You have identified on Exhibit B ("Prior Innovations") attached hereto all Innovations, applicable to the business of the Corporation or relating in any way to the Corporation's business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by you prior to your employment with the Corporation (collectively, the "Prior Innovations"), and you represent that the list is complete. You hereby represent that you have no rights in any such Innovations other than those Prior Innovations specified in Exhibit B. You further represent that no other person, company or other entity has any rights in any of your Prior Innovations except as specified on Exhibit B. If there is no list on Exhibit B, you represent that you have neither conceived, reduced to practice, created, derived, developed nor made any such Prior Innovations at the time of signing this Agreement.

19. Licence of Prior Innovations

You hereby hereby grant to the Corporation or the Corporation's designees a royalty free, irrevocable, worldwide licence (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations which you incorporate, or permit to be incorporated, in any Corporation Innovations. To the extent any of the rights, title and interest in and to the incorporated Prior Innovations cannot be licensed by you to the Corporation, you hereby irrevocably waive and agree never to assert the non-licensable rights, title and interest against the Corporation or any of the Corporation's successors in interest to such non-licensable rights. Despite the foregoing, you will not incorporate, or permit to be incorporated, any Prior Innovations in any Corporation Innovations without the Corporation's prior written consent.

20. Future Innovations

You hereby recognize that Innovations or Proprietary Information relating to your activities while working for the Corporation and conceived, reduced to practice, created, derived, developed, or made by you, alone or with others, within three months after termination of your employment may have been conceived, reduced to practice, created, derived, developed, or made, as applicable, in significant part while employed by the Corporation. Accordingly, such Innovations and Proprietary Information will be presumed to have been conceived, reduced to practice, created, derived, developed, or made, as applicable, during your employment with the Corporation and are to be promptly assigned to the Corporation unless and until you have established the contrary by written evidence satisfying the clear and convincing standard of proof.

21. Cooperation in Perfecting Rights to Proprietary Information and Innovations

(a) You will perform, during and after your employment, all acts deemed necessary or desirable by the Corporation to permit and assist the Corporation, at the Corporation's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Proprietary Information and Innovations. Such acts may include, but are not limited to, execution of documents and assistance or co-operation: (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications; (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, other proprietary rights; and (iii) in other legal proceedings related to the Proprietary Information or Innovations.

(b) If the Corporation is unable for any reason to secure your signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Proprietary Information (including improvements thereof) or any Innovations (including derivative works, improvements, renewals, extensions, continuations, divisional, continuations in part, continuing patent applications, reissues, and reexaminations), you hereby irrevocably designate and appoint the Corporation and the Corporation's duly authorized officers and agents as your attorney, with full power of substitution, in your name but on behalf of and at the expense of the Corporation: (i) to execute, file, prosecute, register and memorialize the assignment of any such application; (ii) to execute and file any documentation required for such enforcement; and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Proprietary Information, or Innovations, all with the same legal force and effect as if executed by you. Such appointment, being coupled with an interest, is irrevocable by you and shall not be revoked by your insolvency, bankruptcy, death or incapacity and you agree to ratify and confirm all that the Corporation may do or cause to be done pursuant to the foregoing. The power of attorney granted in this section is not intended to be a continuing power of attorney within the meaning of and governed by the *Substitute Decisions Act* (Ontario), as amended from time to time, or any similar power of attorney under equivalent legislation in any of the provinces or territories of Canada (a "CPOA"). The execution of this Agreement shall not terminate any such CPOA granted by you previously and will not be terminated by the execution by you in the future of a CPOA, and you hereby agree not to take any action in future which results in the termination of this power of attorney.

22. No Violation of Rights of Third Parties

Your performance of all the terms of this Agreement and as an employee of the Corporation does not and shall not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you prior to your employment with the Corporation, and you will not disclose to the Corporation, or induce the Corporation to use, any confidential or proprietary information or material belonging to any previous employer or others. you am not a party to any other agreement which will interfere with your full compliance with this Agreement. You may not enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement. In the course of your employment with the Corporation, you will not knowingly violate or cause the Corporation to violate the intellectual property rights of others.

23. Limitation on Agreement

The Corporation acknowledges that no provision of this Agreement is intended to require the assignment of your rights in an invention if no equipment, supplies, facilities, or trade secret information of the Corporation was used and the invention was developed entirely on your own time, unless the invention relates to the business of the Corporation or to the Corporation’s actual or demonstrably anticipated research or development or the invention results from any work performed by you for the Corporation.

24. Computer and Network Protection Rules

You hereby acknowledge that as a user of the computers, networks and related systems of the Corporation and the Corporation’s links to the Internet and subscriptions to on-line services, you must comply with the Corporation’s rules and policies from time to time. Violation of any of these rule is grounds for discipline up to and including immediate dismissal for just cause. You further understand that violations of these rules may also subject you to penalties or proceedings under civil law, copyright law and criminal law.

25. Survival

Sections 11 to 23 of Agreement (a) shall survive in perpetuity after the termination of your employment with the Corporation; (b) do not in any way restrict your right or the right of the Corporation to terminate your employment at any time, as otherwise provided for herein; (c) enure to the benefit of successors and assigns of the Corporation; and (d) are binding upon your heirs and legal representatives.

26. Injunctive Relief

A breach of any of the promises or agreements contained in Sections 11 to 23 of this Agreement will result in irreparable and continuing damage to the Corporation for which there will be no adequate remedy at law, and the Corporation is entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

27. Notices

Any notice required or permitted by this Agreement will be in writing and will be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy, facsimile transmission or electronic mail, upon acknowledgment of receipt of such electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to you will be sent to any address in the Corporation's records or such other address as you may specify in writing. Notices to the Corporation will be sent to the Corporation's human resources executive or to such other address as the Corporation may specify in writing.

28. Governing Law

This Agreement, including any and all exhibits and schedules hereto, is governed in all respects by the laws of Ontario as such laws are applied to agreements entered into and to be performed entirely within Ontario between Ontario residents. Each of the parties irrevocably consents to the non-exclusive jurisdiction of the Ontario courts for any matter arising out of or relating to this Agreement. The Corporation and you agree that section 2 of the *Employers and Employees Act* (Ontario) shall not apply to or in respect of this Agreement or the employment of you hereunder.

29. Severability

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable: (i) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision; and (ii) the legality, validity and enforceability of the remaining provision of this Agreement will not be affected or impaired thereby.

30. Waiver; Amendment; Modification

The waiver by the Corporation of a term or provision of this Agreement, or of a breach of any provision of this Agreement by you, will not be effective unless the waiver is in writing signed by the Corporation. No waiver by the Corporation of, or consent by the Corporation to, a breach by you, will constitute a waiver of, consent to or excuse of any other or subsequent breach by you. This Agreement may be amended or modified only with the written consent of both you and the Corporation. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

31. Entire Agreement

This Agreement represents your entire understanding with the Corporation concerning the subject matter of this Agreement and supersedes all previous understandings, written or oral.

32. Other Matters

Upon execution by you, this Agreement and the attached exhibits and schedules will constitute a binding legal agreement between you and the Corporation. We advise you to seek independent legal advice before you sign below. Your decision to sign this Agreement will constitute an acknowledgement that you did so voluntarily without any undue pressure and if you fail to obtain independent legal advice, you will not be allowed to raise this failure as a defence against the enforcement by the Corporation of our obligations under this Agreement.

***

Would you please confirm this agreement by signing and returning to us the enclosed copy of this letter.

Yours truly,

DEAL FRENZY CORPORATION

by: ______________________________________

Name:

Title:

Acceptance:

I hereby accept the above offer on the terms and conditions therein set forth.

DATED this _______ day of ______, 2011.

by: ______________________________________

EXHIBIT A

DUTIES: The Senior Vice President of Sales is fully responsible for developing and managing a sales force comprising of Executive Account Managers and Account Representatives within all markets to generate revenue and achieve individual, team and organizational quotas. Experience & enthusiasm for coaching and the immediate grasp of both our model and company culture is paramount.

More specifically, you will:

- Generate leads & sales in all operational regions
- Lead recruiting, selection and training of inside and outside sales representatives
- Provide sales skill development through direct feedback and coaching
- Hold regular in-person training sessions
- Attend sales calls with inside and potential outside reps to provide senior-level support for key accounts
- Conduct regularly scheduled "shadows" with each individual representative to observe and develop his or her skills
- Develop incentive programs
- Meet and exceed quotas and goals
- Manage individual performance so sales representatives meet and exceed their personal goals
- Put action plans in place to improve performance or take corrective action
- Act as the day-to-day contact for members of the inside & outside sales team - fielding questions, issues and merchant escalation/issue resolution

- Deliver daily, weekly and monthly performance metrics and goal review

- Communicate training and development needs to corporate training and development team while also contributing to training materials

- Consistent communication with sales staff regarding the state of the business in their assigned markets, pipeline health and city-specific initiatives

BASE SALARY: $45,000

COMMISSION: Your commission will be determined by the management of the Corporation depending on the degree of your involvement in the origination and execution of a transaction with a customer and will fall within the range of 1.25% and 7.5% of all net commissionable revenue actually received by the Corporation from such transaction. Net commissionable revenue shall mean gross revenue of the Corporation actually received by the Corporation on a single transaction exclusive of any refunds, returns, clawbacks, commissions and other splits with the applicable customer.

VACATION:

Employment	Length Vacation
1 - 5 Years	2 Weeks (4%)
6 - 10 Years	3 Weeks (6%)
11 - 15 Years	4 Weeks (8%)
16 or More Years	5 Weeks (10%)

EXHIBIT B

PRIOR INNOVATIONS

None

[Letterhead of the Corporation]

June 30, 2011

PRIVATE & CONFIDENTIAL

[Name and address of individual employee
redacted]

Dear [Name of individual employee redacted]:

Re: Offer of Employment

On behalf of Deal Frenzy Corporation (the “Corporation”), I am writing to offer you a permanent full time position with the Corporation on the terms and conditions set out below. Please read it carefully. If you are prepared to accept these terms and conditions as a binding agreement between you and the Corporation, please sign the employee’s agreement at the end of this letter and return it to Edward Jonasson at the address set out herein. When you have done so, this letter (hereinafter referred to as the “Agreement”) will constitute a binding agreement between you and the Corporation with respect to your employment during the term thereof.

1. <u>Term Position and Duties</u>

(a) The Corporation will employ you as Executive Account Manager, commencing effective July 1, 2011, for an indefinite term until your employment is terminated in accordance herewith and all applicable law.

(b) Your duties will be as set out in Exhibit A hereto. The Corporation or its parent corporation, Intertainment Media Inc. (the “Parent”) may, at any time, assign you to perform additional or alternative functions that are consistent with your skills and experience. You shall faithfully, honestly and diligently serve the Corporation and devote all of your working time and attention to your

employment and you will use your best efforts to promote the interests of the Corporation.

(c) You will report to the President of the Corporation, or to such other individual as the Corporation may reasonably determine in its absolute discretion from time to time.

(d) Your hours of work may vary and be irregular and will be those hours required to meet the objectives of your employment. Accordingly, this Agreement constitutes your consent to working greater hours than those provided in any applicable employment or labour standards legislation.

(e) You hereby undertake to devote yourself exclusively to the Corporation's business and shall not be employed or engaged in any capacity in any other business without the prior permission of the Corporation except in accordance with the terms hereof.

(f) You hereby agree, in lieu of employment by the Corporation as contemplated above, to serve such of the Corporation's affiliates, including the Parent, in such position and reporting to such individual as the Corporation may designate from time to time. In such a case, the Corporation agrees to cause the applicable affiliate of the Corporation to employ you, and you agree to perform or fulfill any duties and responsibilities as the Corporation or the applicable affiliate may designate. This Agreement shall govern the employment relationship between you and the applicable affiliate. For that purpose, the term "Corporation" shall, unless the context otherwise requires, be deemed to include each applicable affiliate.

(g) You shall comply with this Agreement and all of the Corporation's rules, policies, procedures and regulations as enacted or implemented by the Corporation from time to time (collectively, the "Policies"). You hereby undertake to inform yourself of the details of such Policies.

2. **Compensation**

a) In consideration of your performance of the obligations contained in this Agreement, the Corporation will pay to you an annual base gross salary ("Base Salary") as set out in Exhibit A (before deduction for income taxes and other required deductions and withholdings, but excluding the Benefits paid by the Corporation as provided in section 3, and the Commission, as defined below). The Base Salary will be payable in equal instalments in arrears, on the fifteenth (15th) and the last day of each calendar month, in each case subject to the Policies and the practices of the Corporation applicable to its other employees. The Corporation will review the Base Salary annually, with a view to considering adjustments as appropriate. Notwithstanding the foregoing, the Base Salary shall be prorated in respect of the first year of employment such that you shall be entitled to receive, and the Corporation shall be required to pay, in respect of such year only that proportion of the Base Salary that the number of days in the first year of employment is to 365.

b) The Corporation shall pay a commission (the "Commission") calculated as set out in Exhibit A for each calendar month started and completed during the term of this Agreement. The Commission shall be paid no later than forty five (45) days following the last day of such calendar month.

3. **Benefits**

Upon the effective date of this Agreement, you will become eligible to participate in the benefits (the "Benefits") granted generally by the Corporation to all employees of the Corporation, in accordance with and subject to the terms and conditions of the applicable fund, plan or arrangement relating thereto in effect from time to time. For greater certainty, the Corporation reserves the right to amend or terminate the Benefits unilaterally from time to time as provided in the applicable plan, fund or arrangement.

4. **Vacation**

You will be entitled, in addition to statutory holiday and holidays observed by the Corporation, to a period of paid vacation as set out in Exhibit A, during each 12 month period of your continuous employment, in each case subject to the Policies. Vacation shall be taken by you at such time as may be acceptable to the Corporation having regard to its operations and no more than two (2) weeks of vacation shall be taken consecutively. In the event that you do not take the full vacation to which you are entitled in any year of employment, you may not carry over any accrued and unused vacation to the following year of employment without the approval of the Corporation.

5. Expenses

You may not incur any expenses for and on behalf of the Corporation without prior approval of the Chief Financial Officer of the Corporation or as such person may otherwise direct.

6. Stock Options

You may be eligible for consideration to receive stock options pursuant to a stock option plan for employees of the Corporation or the Parent, as applicable, which may come into force after the date hereof in respect of such employees on the terms and conditions thereof. The options will be granted, if at all, to the extent that the board of directors of the Corporation or the Parent, in its sole discretion, may determine. You eligibility will be conditional upon execution of the standard option grant letter provided to you or any equivalent thereof. You hereby acknowledge that income taxes may be payable by you in respect of the options that may be granted to you by the Corporation. You acknowledge that the Corporation has certain obligations imposed by the tax laws to ensure that your taxes are paid. In that regard, you agree that the Corporation will be entitled to impose on you reasonable restrictions and protections to ensure that it can honour its obligations under applicable laws.

7. Privacy Legislation

You acknowledge that various provincial and federal legislation has been and may in the future be enacted to safeguard your privacy. You agree that, to the extent permitted by that legislation, you hereby authorize the Corporation to provide to persons contemplating or entering into material transactions with the Corporation, any of its affiliates or securityholders (and their advisors and financiers) any information that such persons may reasonably require solely in conjunction with such transactions. This may require the delivery to such persons of personal information that the Corporation would be prohibited from disclosing without your consent. You hereby consent to that disclosure in the circumstances identified in this section.

8. Non-Competition and Non-Solicitation

(a) Non-Competition. You will not, during your employment with the Corporation and for the 18-month period after the termination of your employment with the Corporation, directly or indirectly, individually or in partnership or in conjunction with any other person:

(i) be engaged, directly or indirectly, in any manner whatsoever, including, without limitation, either individually or in partnership, jointly or in conjunction with any other person, or as an employee, consultant, adviser, principal, agent, member or proprietor in any competitive business in Canada and the United States; and

(ii) advise, invest in, lend money to, guarantee the debts or obligations of, or otherwise have any other financial or other interest (including an interest by way of royalty or other compensation arrangements) in or in respect of any person which carries on a competitive business in Canada and the United States.

For greater certainty, your obligations under this section 8 are in addition to the obligations respecting disclosure and use of Proprietary Information (as defined below) as set out hereunder or under the Policies;

(b) No Solicitation of Clients and Suppliers. You will not, during your employment with the Corporation and for the 18-month period after the termination of your employment with the Corporation, directly or indirectly, individually or in partnership or in conjunction with any other person, contact or solicit any person who you know to be a prospective, current or former client or supplier of the Corporation for the purpose of selling to the client or buying from the supplier any products or services that are the same as or substantially similar to, or in any way competitive with, the products or services sold or purchased by the Corporation during your employment or at the end thereof, as the case may be; and

(c) No Solicitation of Employees. You will not, during your employment with the Corporation and for the 18-month period after the termination of your employment with the Corporation, directly or indirectly, individually or in partnership or in conjunction with any other person induce, solicit or encourage, or attempt to induce, solicit or encourage, or assist any third party in inducing, soliciting or encouraging any employee, officer, advisor, contractor or consultant of the Corporation, to leave the Corporation or to terminate such person's position, employment, contract or engagement with the Corporation or accept position, employment, contract or engagement elsewhere.

9. Termination

(a) The Corporation may without prior notice and without further obligations under this Agreement to you immediately terminate your employment with the Corporation for just cause.

(b) You may terminate your employment on giving to the Corporation at least one month's prior written notice. However, you agree that you will attempt to provide as much (additional) prior notice as is possible and will during the notice period, in all cases, assist fully as reasonably requested by the Corporation in effecting an orderly transition to his successor.

(c) The Corporation may terminate your employment, without cause, on giving to you prior written notice of termination or payment in lieu thereof equivalent to one week's basic salary (exclusive of Commission or other compensation) if you have been employed for less than one full year. If you have been employed for more than one full year, upon termination by the Corporation, without cause, you will receive either prior written notice of termination or payment in lieu thereof equivalent to the period of notice as is prescribed by the *Employment Standards*

Act, 2000 (Ontario) (the "ESA") as well as any severance pay that you may be entitled to pursuant to the terms of the ESA.

(d) If your employment is terminated without cause, or if you die during the employment period, you shall be entitled to receive in respect of your entitlement to the Base Salary, and the Corporation shall be required to pay in respect thereof, only that proportion of the Base Salary (less any statutory deductions and withholdings) in respect of the year of employment in which the effective date of the termination of employment without cause or the date of death occurs that the number of days elapsed from the commencement of such year of employment to the effective date of termination or the date of death is to 365. You will also be entitled to receive compensation in lieu of the accrued and unused vacation for that year of employment only (but not, for greater certainty, any prior years of employment). Under this clause (d), you will be entitled to receive accrued and unpaid Commission on the same terms as you would receive as if there had been no termination of this Agreement.

(e) In the event of termination, you shall cease to receive the Benefits as at the effective date of termination or such later date as may be required by the ESA.

(f) All options issued to you shall terminate unexercised on (i) the effective date of termination for cause or (ii) the day which is ninety days after the effective date of termination for any other reason, in each case subject to the terms of the applicable share option plan and the Policies.

(g) Except as provided above, where your employment has been terminated by you or terminated or deemed to have been terminated by the Corporation for any reason, you will not be entitled, except to the extent required under any mandatory employment standard under the ESA, to receive any payment as termination pay, severance pay, pay in lieu of notice, or as damages. Except as to any entitlement as provided above, you hereby waive any claims you may have against the Corporation for or in respect of termination pay, severance pay, or on account of loss of office or employment or notice in lieu thereof or damages in lieu thereof.

Payments to you upon termination in accordance with this Agreement by the Corporation will be deemed to include and to satisfy entitlements to termination pay, vacation pay, severance pay and any other payments to which the Executive may otherwise be entitled pursuant to the ESA and any other applicable law.

(h) Receipt by you of payments in accordance with this Agreement will be deemed to constitute a full and final release and discharge by you of the Corporation and its current and former affiliates, shareholders, directors, officers, employees and agents (for each of whom the Corporation contracts as a trustee) from all claims including, without limitation, any claims in respect of your hiring by, employment with and termination of employment with the Corporation.

10. Ownership and Return of Materials

All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to you by the Corporation shall remain the property of the Corporation. Upon termination of your employment, or at any time on the request of the Corporation before termination, you will promptly (but no later than five days after the earlier of your employment's termination or the Corporation's request) destroy or deliver to the Corporation, at the Corporation's option: (a) all materials furnished to you by the Corporation; (b) all tangible media of expression which are in your possession and which include any Proprietary Information (as defined below) or otherwise relate to the Corporation's business; and (c) written certification of your compliance with your obligations under this sentence.

11. No Disparagement

You shall not, directly or indirectly, in any manner or for any purpose whatsoever, disparage or communicate in negative terms, either verbally or in writing or in any other manner, about the Corporation and its business, products, services, customers, clients, affiliates, employees, officers, shareholders, directors, partners, representatives or agents unless you are specifically required to do so:

a) by applicable laws, regulations, governmental bodies or authorities or by court order (after giving the Corporation timely notice and sufficient opportunity to intervene); or

b) in pleadings and similar materials filed with the court in connection with any litigation commenced by you against the Corporation.

12. Proprietary Information

(a) You hereby acknowledge that your employment creates a relationship of confidence and trust between the Corporation and you with respect to any information which may be made known to you by the Corporation or by any client or customer of the Corporation, or learned by you in that context during the period of your employment and which:

(i) has not been made generally available to the public; and

(ii) is applicable or of value to the Corporation's current or anticipated business, research or development activities, or those of any client or customer of the Corporation.

(b) All that information has commercial value in the business in which the Corporation is engaged and is referred to in this Agreement as "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes: (i) any and all technical and non-technical information including patent disclosures and applications, copyright applications, trade secrets, confidential information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the Corporation; (ii) any and all information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, prospective and current customer lists and information, customer contracts and services, business forecasts, cost and pricing information, sales and marketing plans and information; and (iii) proprietary or confidential information of any of the Corporation's customers or any other third party who may disclose such information to the Corporation or to you in the course of the Corporation's business.

(c) Proprietary Information does not include any information: (i) which has been published by others in a form generally available to the public; (ii) which you have received from a third party with the legal right to use that information; (iii) which you had in your possession prior to your employment by the Corporation (as evidenced by your written records pre-dating the date of employment) or (iv) from which are derived the general skills and experience gained performing your duties during your employment with the Corporation that you could reasonably have been expected to acquire in similar employment with other employers. Proprietary Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all the material features comprising such information have been published in combination. Proprietary Information will not be considered to be publicly available, if it is made public by you in violation of this Agreement or by a third party who has no lawful right to hold or disclose the Proprietary Information or who does so in violation of any contractual, legal, or fiduciary obligation to the Corporation.

13. Ownership and Nondisclosure of Proprietary Information

All Proprietary Information is the sole property of the Corporation, the Corporation's assigns or the Corporation's customers, as the case may be, and the Corporation, the Corporation's assigns or the Corporation's customers will be the sole and exclusive owner of all patents, copyrights, mask works, trade secrets and other rights in the Proprietary Information. You will not acquire any ownership or other interest in the Proprietary Information. At all times, both during your employment by the Corporation and after termination of such employment, you shall keep in confidence and trust all Proprietary Information, and you will not use or disclose any Proprietary Information or anything directly relating to Proprietary Information without the written consent of the Corporation, except as may be necessary in the ordinary course of performing your duties as an employee of the Corporation.

14. Innovations

As used in this Agreement, the term "Innovations" means all processes, machines, manufactures, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral right, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes without limitation all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs. "Innovations" includes "Inventions," which is defined to mean any inventions or discoveries protectable under patent laws. It is also understood that Innovations subject to copyright will be works made for hire.

15. Records

You shall keep complete, accurate and authentic notes, reference materials, data and records of all Innovations in the manner and form requested in writing by the Corporation of you or of its employees generally. All these materials will be Proprietary Information upon their creation.

16. Assignment of Innovations

You shall promptly disclose and describe to the Corporation, and you do and shall assign to the Corporation or the Corporation's designee your entire right, title, and interest in and to, each of the Innovations, and any associated intellectual property rights, which you may solely or jointly conceive, reduce to practice, create, derive, develop or make during the period of your employment with the Corporation, which either: (i) relate, at the time of conception, reduction to practice, creation, derivation, development, or making of such Innovation, to the Corporation's business or actual or demonstrably anticipated research or development; or (ii) were developed on any amount of the Corporation's time or with the use of any of the Corporation's equipment, supplies, facilities or trade secret information; or (iii) resulted from any work you performed for the Corporation. All such Innovations as described in this paragraph are referred to in this Agreement as "Corporation Innovations."

17. Moral Rights

You hereby irrevocably waive all moral rights arising under the *Copyright Act* (Canada) as amended (or any successor legislation of similar effect) or similar legislation in applicable jurisdictions, or at common law, that you may have now or in the future with respect to the Corporation Innovations, including, without limitation, any rights you may have to have your name associated with the Corporation Innovation, any rights you may have to prevent the alteration, translation or destruction of the Corporation Innovations, and any rights you may have to control the use of the Corporation Innovations in association with any product, service, cause or institution. This waiver may be invoked by the Corporation, and by any of its authorized agents or assignees, in respect of any of the Corporation Innovations.

18. Disclosure of Prior Innovations

You have identified on Exhibit B ("Prior Innovations") attached hereto all Innovations, applicable to the business of the Corporation or relating in any way to the Corporation's business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by you prior to your employment with the Corporation (collectively, the "Prior Innovations"), and you represent that the list is complete. You hereby represent that you have no rights in any such Innovations other than those Prior Innovations specified in Exhibit B. You further represent that no other person, company or other entity has any rights in any of your Prior Innovations except as specified on Exhibit B. If there is no list on Exhibit B, you represent that you have neither conceived, reduced to practice, created, derived, developed nor made any such Prior Innovations at the time of signing this Agreement.

19. Licence of Prior Innovations

You hereby hereby grant to the Corporation or the Corporation's designees a royalty free, irrevocable, worldwide licence (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations which you incorporate, or permit to be incorporated, in any Corporation Innovations. To the extent any of the rights, title and interest in and to the incorporated Prior Innovations cannot be licensed by you to the Corporation, you hereby irrevocably waive and agree never to assert the non-licensable rights, title and interest against the Corporation or any of the Corporation's successors in interest to such non-licensable rights. Despite the foregoing, you will not incorporate, or permit to be incorporated, any Prior Innovations in any Corporation Innovations without the Corporation's prior written consent.

20. Future Innovations

You hereby recognize that Innovations or Proprietary Information relating to your activities while working for the Corporation and conceived, reduced to practice, created, derived, developed, or made by you, alone or with others, within three months after termination of your employment may have been conceived, reduced to practice, created, derived, developed, or made, as applicable, in significant part while employed by the Corporation. Accordingly, such Innovations and Proprietary Information will be presumed to have been conceived, reduced to practice, created, derived, developed, or made, as applicable, during your employment with the Corporation and are to be promptly assigned to the Corporation unless and until you have established the contrary by written evidence satisfying the clear and convincing standard of proof.

21. Cooperation in Perfecting Rights to Proprietary Information and Innovations

(a) You will perform, during and after your employment, all acts deemed necessary or desirable by the Corporation to permit and assist the Corporation, at the Corporation's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Proprietary Information and Innovations. Such acts may include, but are not limited to, execution of documents and assistance or co-operation: (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications; (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, other proprietary rights; and (iii) in other legal proceedings related to the Proprietary Information or Innovations.

(b) If the Corporation is unable for any reason to secure your signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Proprietary Information (including improvements thereof) or any Innovations (including derivative works, improvements, renewals, extensions, continuations, divisional, continuations in part, continuing patent applications, reissues, and reexaminations), you hereby irrevocably designate and appoint the Corporation and the Corporation's duly authorized officers and agents as your attorney, with full power of substitution, in your name but on behalf of and at the expense of the Corporation: (i) to execute, file, prosecute, register and memorialize the assignment of any such application; (ii) to execute and file any documentation required for such enforcement; and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Proprietary Information, or Innovations, all with the same legal force and effect as if executed by you. Such appointment, being coupled with an interest, is irrevocable by you and shall not be revoked by your insolvency, bankruptcy, death or incapacity and you agree to ratify and confirm all that the Corporation may do or cause to be done pursuant to the foregoing. The power of attorney granted in this section is not intended to be a continuing power of attorney within the meaning of and governed by the *Substitute Decisions Act* (Ontario), as amended from time to time, or any similar power of attorney under equivalent legislation in any of the provinces or territories of Canada (a "CPOA"). The execution of this Agreement shall not terminate any such CPOA granted by you previously and will not be terminated by the execution by you in the future of a CPOA, and you hereby agree not to take any action in future which results in the termination of this power of attorney.

22. No Violation of Rights of Third Parties

Your performance of all the terms of this Agreement and as an employee of the Corporation does not and shall not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by you prior to your employment with the Corporation, and you will not disclose to the Corporation, or induce the Corporation to use, any confidential or proprietary information or material belonging to any previous employer or others. you am not a party to any other agreement which will interfere with your full compliance with this Agreement. You may not enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement. In the course of your employment with the Corporation, you will not knowingly violate or cause the Corporation to violate the intellectual property rights of others.

23. Limitation on Agreement

The Corporation acknowledges that no provision of this Agreement is intended to require the assignment of your rights in an invention if no equipment, supplies, facilities, or trade secret information of the Corporation was used and the invention was developed entirely on your own time, unless the invention relates to the business of the Corporation or to the Corporation's actual or demonstrably anticipated research or development or the invention results from any work performed by you for the Corporation.

24. Computer and Network Protection Rules

You hereby acknowledge that as a user of the computers, networks and related systems of the Corporation and the Corporation's links to the Internet and subscriptions to on-line services, you must comply with the Corporation's rules and policies from time to time. Violation of any of these rule is grounds for discipline up to and including immediate dismissal for just cause. You further understand that violations of these rules may also subject you to penalties or proceedings under civil law, copyright law and criminal law.

25. Survival

Sections 11 to 23 of Agreement (a) shall survive in perpetuity after the termination of your employment with the Corporation; (b) do not in any way restrict your right or the right of the Corporation to terminate your employment at any time, as otherwise provided for herein; (c) enure to the benefit of successors and assigns of the Corporation; and (d) are binding upon your heirs and legal representatives.

26. Injunctive Relief

A breach of any of the promises or agreements contained in Sections 11 to 23 of this Agreement will result in irreparable and continuing damage to the Corporation for which there will be no adequate remedy at law, and the Corporation is entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

27. Notices

Any notice required or permitted by this Agreement will be in writing and will be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by telecopy, facsimile transmission or electronic mail, upon acknowledgment of receipt of such electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to you will be sent to any address in the Corporation's records or such other address as you may specify in writing. Notices to the Corporation will be sent to the Corporation's human resources executive or to such other address as the Corporation may specify in writing.

28. Governing Law

This Agreement, including any and all exhibits and schedules hereto, is governed in all respects by the laws of Ontario as such laws are applied to agreements entered into and to be performed entirely within Ontario between Ontario residents. Each of the parties irrevocably consents to the non-exclusive jurisdiction of the Ontario courts for any matter arising out of or relating to this Agreement. The Corporation and you agree that section 2 of the *Employers and Employees Act* (Ontario) shall not apply to or in respect of this Agreement or the employment of you hereunder.

29. Severability

If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable: (i) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision; and (ii) the legality, validity and enforceability of the remaining provision of this Agreement will not be affected or impaired thereby.

30. Waiver; Amendment; Modification

The waiver by the Corporation of a term or provision of this Agreement, or of a breach of any provision of this Agreement by you, will not be effective unless the waiver is in writing signed by the Corporation. No waiver by the Corporation of, or consent by the Corporation to, a breach by you, will constitute a waiver of, consent to or excuse of any other or subsequent breach by you. This Agreement may be amended or modified only with the written consent of both you and the Corporation. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

31. Entire Agreement

This Agreement represents your entire understanding with the Corporation concerning the subject matter of this Agreement and supersedes all previous understandings, written or oral.

32. <u>Other Matters</u>

Upon execution by you, this Agreement and the attached exhibits and schedules will constitute a binding legal agreement between you and the Corporation. We advise you to seek independent legal advice before you sign below. Your decision to sign this Agreement will constitute an acknowledgement that you did so voluntarily without any undue pressure and if you fail to obtain independent legal advice, you will not be allowed to raise this failure as a defence against the enforcement by the Corporation of our obligations under this Agreement.

***

Would you please confirm this agreement by signing and returning to us the enclosed copy of this letter.

Yours truly,

DEAL FRENZY CORPORATION

by: ____

Name:

Title:

Acceptance:

I hereby accept the above offer on the terms and conditions therein set forth.

DATED this _____ day of ______, 2011.

by: ____

EXHIBIT A

DUTIES:

The Executive Account Manager is responsible for developing partnerships with local, regional and national merchants all operational cities. These responsibilities are paramount to building a market by identifying, distinguishing and calling on the best local, regional and national businesses that make each market unique, then negotiating exceptional offers. Further, your responsibilities include developing & training regional based inside & outside sales staff.

More specifically, you will:

- Generate leads & sales in all operational regions
- Lead recruiting, selection and training of inside and outside sales representatives
- Provide sales skill development through direct feedback and coaching
- Hold regular in-person training sessions
- Attend sales calls with inside and potential outside reps to provide senior-level support for key accounts
- Conduct regularly scheduled "shadows" with each individual representative to observe and develop his or her skills
- Meet and exceed regional goals
- Manage individual performance so sales representatives meet and exceed their personal goals
- Communicate training and development needs to corporate training and development team while also contributing to training materials

- Consistent communication with sales staff regarding the state of the business in their assigned markets, pipeline health and city-specific initiatives

BASE SALARY: $[redacted]

COMMISSION: Your commission will be determined by the management of the Corporation depending on the degree of your involvement in the origination and execution of a transaction with a customer and will fall within the range of 1.25% and 7.5% of all net commissionable revenue actually received by the Corporation from such transaction. Net commissionable revenue shall mean gross revenue of the Corporation actually received by the Corporation on a single transaction exclusive of any refunds, returns, clawbacks, commissions and other splits with the applicable customer.

VACATION:

Employment	Length Vacation
1 - 5 Years	2 Weeks (4%)
6 - 10 Years	3 Weeks (6%)
11 - 15 Years	4 Weeks (8%)
16 or More Years	5 Weeks (10%)

EXHIBIT B

PRIOR INNOVATIONS

None

Exhibit "E"
General Conveyance

See attached.

GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE is made this 30th day of June, 2011,

BY:	**DEAL FRENZY INC.**, a corporation existing under the laws of Ontario (the "**Vendor**")
IN FAVOUR OF:	**INTERTAINMENT MEDIA INC.**, a corporation existing under the laws of Alberta (the "**Purchaser**")

RECITALS:

A. Pursuant to an asset purchase agreement (the "Purchase Agreement"), dated June 29, 2011 between the Vendor and the Purchaser, the Vendor agreed to sell, and the Purchaser agreed to purchase, certain of the undertaking, property and assets owned by the Vendor and used in the business (the "Business") carried on by the Vendor;

NOW THEREFORE this general conveyance witnesses that for good and valuable consideration now given by the Purchaser to the Vendor (the receipt and sufficiency of which are hereby acknowledged):

1. Conveyance

The Vendor hereby sells, assigns and transfers to the Purchaser all the right, title and interest of the Vendor in and to the undertaking, property and assets listed in Exhibit "A".

2. Effective Date

This general conveyance shall operate as a transfer and assignment to the Purchaser of the assets referred to in section 1 as and from the date hereof.

3. Assets Held in Trust

The Vendor hereby declares that, as to any of the assets, rights or interests intended to be included in the assets hereby conveyed, the title to which may not have passed to the Purchaser by virtue of this general conveyance or any transfer or assignment which may from time to time be executed and delivered pursuant to the provisions hereof or of the Purchase Agreement, the Vendor holds such assets, rights or interests in trust for the benefit of the Purchaser to transfer and assign the same as the Purchaser may from time to time direct. For greater certainty, section 1 shall not apply in respect of any Asset or any contract, lease, licence or other right, the assignment of which requires the consent of any other party or parties and such consent has not or cannot be obtained. The Vendor shall hold such asset, contract, lease, licence or other right in trust for the benefit of the Purchaser and shall take any and all action with respect thereto as the Purchaser may reasonably direct for the Purchaser's account and benefit.

4. **Co-operation by the Vendor and Further Assurances**

The Vendor shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the Purchaser may reasonably require from time to time for the purpose of giving effect to this general conveyance and shall take all such steps as may be reasonably within its power to implement to their full extent the provisions of this general conveyance. Without limiting the generality of the foregoing, the Vendor shall use best efforts to obtain the consent of all necessary persons to the assignment to the Purchaser of all contracts, leases, licences and other rights intended to be included in the assets, rights and interests hereby conveyed. If, by operation of law or otherwise, it becomes necessary or desirable for the Purchaser, in order to effectively pursue any remedy to secure the enjoyment of, or to enforce the benefit of, the contract listed in Exhibit "A", to pursue such remedy in the name, or with the concurrence, of the Vendor, the Vendor shall cooperate with the Purchaser and shall facilitate the pursuit of such remedy by joining in such proceeding or by giving its concurrence, as the Purchaser may require in the circumstances. If the Vendor shall fail to execute and deliver any documents that the Purchaser may reasonably require pursuant to this section within a period of 10 days after request therefor has been made by the Purchaser, then the Purchaser shall be entitled to execute and deliver such documents as the attorney of the Vendor, and for such purpose the Vendor hereby appoints the Purchaser, its successors and assigns, as the Vendor's attorneys, with full power of substitution, in the name of the Vendor but on behalf of and for the benefit and at the expense of the Purchaser, its successors and assigns, to execute and do any deeds, transfers, conveyances, assignments, assurances and things which the Vendor ought to do pursuant to the provisions hereof. This appointment, coupled with an interest, is irrevocable by the Vendor and shall not be revoked by the insolvency or bankruptcy of the Vendor or by the dissolution, liquidation or other termination of the existence of the Vendor or for any other reason.

5. **Enurement**

This general conveyance shall enure to the benefit of the Purchaser, its successors and assigns and shall be binding upon the Vendor, its successors and assigns.

6. Governing Law

This general conveyance shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Vendor has executed this general conveyance.

DEAL FRENZY INC.

by: ____

Name:
Title:

EXHIBIT “A”

COMPUTER EQUIPMENT

SERVER

HP DL360 G5 2.66 GhZ Quad Core

2 x 146 GB HDD, 16GB RAM

Serial #: USM72906N5

PID: 416563-001

SERVER

HP DL360 G5 2.66 GhZ Dual Core

2 x 146 GB HDD, 16GB RAM

Serial: USE904N5A9

PID: 399524-B21

GIGABIT SWITCH

Procurve Serial #: TW406MY030

DOMAIN NAMES

www.dealfrenzy.com

www.dealfrenzy.ca

www.dealfrenzy.co.uk

www.dealfrenzy.net

www.dealfrenzy.org

www.dealfrenzy.biz

www.dealsfrenzy.com

www.dealsfrenzy.net

www.dealsfrenzy.co.uk

www.dealsfrenzy.ca

www.dealfrenzy.info

www.dealsfrenzy.org

www.dealfrenzybusiness.com

www.frenzybusiness.com

SCRIPT IN RESPECT OF THE DEALFRENZY.COM WEBSITE

CONTRACTS

- Merchant Agreements as set out in Exhibit “B”
- Colosseum Online Inc. Service Agreement (hosting services);
- Moneris Solutions Service Agreement (Payment Processing Services)

EXHIBIT “B”

See Exhibit “A1” attached Asset Purchase Agreement

Exhibit "F"
Assignment of Trademarks

See attached.

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 30, 2011 ("Effective Date") by and between Deal Frenzy Inc., a corporation existing under the laws of Ontario ("Assignor") and Intertainment Media Inc., a corporation existing under the laws of Alberta ("Assignee").

The Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor all rights at common law and all rights under statute in and to the trademarks and trademark applications listed in Schedule "A", together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States, Canada and all other countries of the world, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, Canada or any other country of the world, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the United States Patent and Trademark Office, Trademarks Office of the Canadian Intellectual Property Office of Industry Canada and the corresponding entities or agencies in any other countries, to record Assignee as the assignee and owner of the Marks.

Assignor will, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively carry out the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, Canada or any other country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

IN WITNESS WHEREOF Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

DEAL FRENZY INC.	INTERTAINMENT MEDIA INC.
by: ______________________________	by: ______________________________
Name:	Name:
Title:	Title:

PROVINCE OF ONTARIO)
)
)
)

On this _____ day of _________________, there appeared before me _______________________, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _______________________.

Notary Public

PROVINCE OF ONTARIO)
)
)
)

On this _____ day of _________________, there appeared before me _______________________, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of _______________________.

Notary Public

SCHEDULE "A"

TRADEMARK APPLICATIONS

Application No.	**Application Date**	**Mark**
USPTO Serial Number 85348990	June 17, 2011	Deal Frenzy
CIPO Serial no. 1,533,364	June 27, 2011	Deal Frenzy

Exhibit "H"
Shareholders of the Vendor

CLASS A COMMON SHARES		
Shareholder	**Shares**	**Percentage**
International Franchise Inc.	4,650	46.5%
Alon Amouyal	4,650	46.5%

CLASS B COMMON SHARES		
Shareholder	**Shares**	**Percentage**
International Franchise Inc.	300	3.0%
Sarah Kulbatski	200	2.0%
2262810 Ontario Inc.	200	2.0%

TOTAL	**10,000**	**100.0%**