AGENCY AGREEMENT

August 6, 2009

Multiplied Media Corporation
304 - 5819 2 St. SW
Calgary, Alberta
T2H 0H3

Attention: Andrew Osis, Chief Executive Officer, Interim Chief Financial Officer and Director

Dear Sirs/Mesdames:

Re: **Private Placement of Common Shares**

Research Capital Corporation, Blackmont Capital Inc. and Acumen Capital Finance Partners Limited (collectively the "Agents") understand that Multiplied Media Corporation (the "**Corporation**") is prepared to issue and sell up to 116,666,666 common shares (the "**Common Shares**") in the capital of the Corporation at a price of $0.06 per Common Share for gross proceeds of up to $7,000,000 (the "**Offered Securities**") on the terms and subject to the conditions contained hereinafter.

The Corporation acknowledges and agrees that the Agents may offer and sell Offered Securities (as hereinafter defined) to or through any affiliate of the Agents, in which case the Agents shall cause such affiliates to comply with the covenants of the Agents hereunder. The Corporation further acknowledges and agrees that the Agents are acting solely in the capacity of an arm's length contractual counterparty to the Corporation with respect to the offering of the Offered Securities contemplated hereby (including in connection with determining the terms of the Offering (as hereinafter defined)) and not as a financial advisor or a fiduciary to the Corporation or any other person for any other matters. Additionally, the Agents are not advising the Corporation or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Corporation shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Agents shall have no responsibility or liability to the Corporation with respect thereto. Any review by the Agents of the Corporation, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Agents and shall not be on behalf of the Corporation. The Corporation agrees that it will not claim that the Agents have rendered advisory services of any nature or respect (other than advising the Corporation with respect to the private placement of the Offered Securities), or owes a fiduciary or similar duty to the Corporation in connection with the Offering or the process leading thereto.

Based upon the understanding of the Agents set out above and upon the terms and subject to the conditions contained hereinafter, upon the acceptance hereof by the Corporation, the Corporation hereby appoints the Agents to act as the sole and exclusive agents of the Corporation to solicit, on a best efforts basis, offers to purchase the Offered Securities, and the Agents hereby agree to act as such agents. It is understood and agreed that the Agents are under no obligation to purchase any of the Offered Securities, although the Agents may subscribe for and purchase Offered Securities if it so desires.

The terms and conditions of this Agreement are as follows:

1. **<u>Definitions, Interpretation and Schedules</u>**

(a) <u>Definitions</u>: In addition to the terms defined elsewhere in this Agreement, whenever used in this Agreement:

(i) “Agents” means collectively, Research Capital Corporation, Blackmont Capital Inc. and Acumen Capital Finance Partners Limited;

(ii) “Agreement” means the agreement resulting from the acceptance by the Corporation of the offer made by the Agents herein, including the schedules attached hereto, as amended or supplemented from time to time;

(iii) “Alberta Act” means the *Securities Act* (Alberta) and the regulations thereunder, together with the instruments, policies, rules, orders, codes, notices and interpretation notes of the Alberta Securities Commission, as amended, supplemented or replaced from time to time;

(iv) “Ancillary Documents” means all agreements, certificates (including the Broker Warrant Certificates) and documents executed and delivered, or to be executed and delivered, by the Corporation in connection with the transactions contemplated by this Agreement or the Subscription Agreements and includes the Subscription Agreements;

(v) “Auditor” means Ernst & Young LLP, Chartered Accountants, the auditor of the Corporation;

(vi) "Broker Share" means the Common Shares which may be issued upon the exercise of the Broker Warrants;

(vii) "Broker Warrants" means the non-transferable broker warrants of the Corporation which will entitle the Agents to acquire Broker Shares which is equal in number to 10% of the number of Common Shares sold under the Offering at any time commencing on the Closing Date and prior to 5:00 p.m. (Calgary time) on the date which is 24 months after the Closing Date at an exercise price of $0.06 per Broker Share;

(viii) "Broker Warrant Certificates" means the certificates representing the Broker Warrants;

(ix) “Business Day” means a day which is not a Saturday, Sunday or a statutory or civic holiday in the City of Calgary, Province of Alberta;

(x) “Research” means Research Capital Corporation;

(xi) “Closing” means the purchase and sale of the Offered Securities subscribed for by the Purchasers pursuant to the Subscription Agreements;

(xii) “Closing Date” means August 6, 2009, or such other date as the Corporation and the Agents may mutually agree upon in writing;

(xiii) "Closing Time" means 9:00 a.m. (Calgary time) on the Closing Date or such other time on the Closing Date as the Corporation and the Agents may mutually agree upon in writing;

(xiv) "Common Shares" means the common shares which the Corporation is authorized to issue as constituted on the date hereof;

(xv) "Corporation" means Multiplied Media Corporation, a corporation amalgamated under the *Business Corporations Act* (Alberta) and includes any successor corporation thereto;

(xvi) "Exchange" means the TSX Venture Exchange;

(xvii) "Financial Information" means the audited financial statements of the Corporation for the years ended December 31, 2008 and 2007, together with the auditors' report thereon and the notes thereto together with management's discussion and analysis of financial condition and results of operations of the Corporation for the financial year ended December 31, 2008 and the unaudited interim financial statements of the Corporation for the period ended March 31, 2009, collectively together with management's discussion and analysis of financial condition and results of operations of the Corporation for such interim periods;

(xviii) "Information" means all information regarding the Corporation that is, or becomes, publicly available together with all information prepared by the Corporation and provided to the Agents or to potential purchasers of the Offered Securities, if any, and includes, but is not limited to, all material change reports, press releases and financial statements of the Corporation;

(xix) "Investor Presentation" means the investor presentation in connection with this Offering;

(xx) "Material Business Contracts" has the meaning ascribed to such term in Section 8(qq);

(xxi) "Offered Securities" means up to 116,666,666 Common Shares to be issued and sold at the Purchase Price under the Offering;

(xxii) "Offering" means the offering for sale by the Corporation on a best-efforts private placement basis of the Offered Securities;

(xxiii) "Offering Jurisdictions" means the Provinces of British Columbia, Alberta, Ontario and Saskatchewan;

(xxiv) "Person" means an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of any nature or kind whatsoever;

(xxv) "Previous Financings" means (i) the non-brokered private placement of securities of the Corporation for aggregate gross proceed of $703,200 that closed on December 24, 2008 and February 18, 2009, and (ii) the non-brokered private placement of securities of the Corporation for aggregate gross proceeds of $583,000 which closed on May 15, 2009, collectively;

(xxvi) "Purchase Price" means the price to be paid by the Purchasers for each Offered Security under the Offering, being $0.06 per Offered Security;

(xxvii) "Purchasers" means the purchasers of the Offered Securities collectively;

(xxviii) "Reporting Jurisdictions" means the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland, collectively;

(xxix) "Securities Commissions" means the securities regulatory authorities of the Offering Jurisdictions collectively, as the case may be;

(xxx) "Securities Laws" means the securities legislation and regulations of, and the instruments, policies, rules, orders, codes, notices and interpretation notes of the securities regulatory authorities (including the Exchange) of, the applicable jurisdiction or jurisdictions collectively;

(xxxi) "Subscription Agreements" means the subscription agreements to be entered into between the Corporation and each of the Purchasers with respect to the purchase of the Offered Securities collectively; and

(xxxii) "Transfer Agent" means Olympia Trust Company, the registrar and transfer agent for the Common Shares.

(b) Other Defined Terms: Whenever used in this Agreement, the words and terms "affiliate", "associate", "material fact", "material change", "misrepresentation", "senior officer" and "subsidiary" shall have the meaning given to such word or term in the Alberta Act unless specifically provided otherwise herein.

(c) Plural and Gender: Whenever used in this Agreement, words importing the singular number only shall include the plural and *vice versa* and words importing the masculine gender shall include the feminine gender and neuter.

(d) Currency: All references to monetary amounts in this Agreement are to lawful money of Canada.

(e) Schedules: The following schedules are attached to this Agreement and are deemed to be a part of and incorporated in this Agreement:

Schedule	**Title**
A	Legal Opinion
B	Officers' Certificate

2. **The Offered Securities**

Offered Securities: The Offered Securities are the up to 116,666,666 Common Shares.

3. **<u>The Offering</u>**

(a) <u>Sale on Exempt Basis</u>: The Agents will use the best efforts thereof to arrange for Purchasers in the Offering Jurisdictions. The Agents shall offer for sale, on behalf of the Corporation, the Offered Securities in the Offering Jurisdictions in compliance with the Securities Laws of the Offering Jurisdictions and only to such Persons and in such manner so that, pursuant to the provisions of the Securities Laws of the Offering Jurisdictions, no prospectus, registration statement or offering memorandum or other similar document need be filed with, or delivered to, any Securities Commission in any Offering Jurisdiction in connection therewith.

(b) <u>Agency Group</u>: The Corporation agrees that, subject to the consent of the Corporation, such consent not to be unreasonably withheld, the Agents have the right to invite one or more investment dealers to form an agency group to participate in the soliciting of offers to purchase the Offered Securities. The Agents shall have the exclusive right to control all compensation arrangements between the members of the agency group. The Corporation grants all of the rights and benefits of this Agreement to any investment dealer who is a member of any agency group formed by the Agents and appoints the Agents as trustee of such rights and benefits for all such investment dealers, and the Agents hereby accept such trust and agree to hold such rights and benefits for and on behalf of all such investment dealers. The Agents shall ensure that any investment dealer who is a member of any agency group formed by the Agents pursuant to the provisions of this subsection 2(b) or with whom the Agents have a contractual relationship with respect to the Offering, if any, agrees with the Agents to comply with the covenants and obligations given by the Agents herein.

(c) <u>Covenants of the Agents</u>: The Agents covenant with the Corporation that (i) they will comply with the Securities Laws of the Offering Jurisdictions in which they solicit or procure subscriptions for Offered Securities in connection with the Offering, (ii) they will not solicit or procure subscriptions for Offered Securities so as to require the registration thereof or the filing of a prospectus with respect thereto under the laws of any jurisdiction, and (iii) they will obtain from each Purchaser an executed Subscription Agreement in a form acceptable to the Corporation and the Agents, acting reasonably. The Agents represent and warrant that they are, and, to the best of their knowledge, each member of any agency group formed by the Agents shall be, qualified to so act in the Offering Jurisdictions in which such member solicits or procures subscriptions for the Offered Securities.

(d) <u>Filings</u>: The Corporation undertakes to file or cause to be filed all forms and undertakings required to be filed by the Corporation pursuant to Securities Laws in connection with the Offering so that the distribution of the Offered Securities may lawfully occur in the Offering Jurisdictions without the necessity of filing a prospectus or an offering memorandum in Canada and the Agents undertake to use the commercially reasonable efforts thereof to cause the Purchasers of the Offered Securities to complete (and it shall be a condition of Closing in favour of the Corporation that the Purchasers complete and deliver to the Corporation) any forms and undertakings required by the Securities Laws of the Offering Jurisdictions. All fees payable in connection with such filings shall be at the expense of the Corporation.

(e) <u>No Offering Memorandum</u>: Neither the Corporation nor the Agents shall (i) except for the Investor Presentation, provide to prospective purchasers of Offered Securities any document or other material that would constitute an offering memorandum within the meaning of the Securities Laws of the Offering Jurisdictions, or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Offered Securities, including but not limited to, causing the sale of the Offered Securities to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display or the Internet, or otherwise, or conduct any seminar or meeting relating to any offer and sale of the Offered Securities whose attendees have been invited by a general solicitation or general advertising.

4. **Due Diligence**

The Corporation shall allow the Agents to conduct all due diligence investigations, including meeting with senior management of the Corporation and the Auditor, as the Agents shall consider appropriate in connection with the Offering.

5. **Deliveries By Closing Time**

Deliveries: By the Closing Time:

(i) all actions required to be taken by or on behalf of the Corporation including, if applicable, without limitation, the passing of all required resolutions of the directors, including committees of the directors, and shareholders of the Corporation, shall have occurred in order to complete the transactions contemplated by this Agreement and the Subscription Agreements, including, without limitation, to create and issue the Offered Securities and the Broker Warrants and to reserve for issue the Broker Shares and a certified copy of all such resolutions shall have been delivered by the Corporation to the Agents;

(ii) the Corporation shall have delivered or caused to be delivered to the Agents,

A. a favourable legal opinion of counsel to the Corporation, Burnet, Duckworth & Palmer, LLP, who may rely on opinions of local counsel acceptable to the Agents, addressed to, among others, the Agents and the Purchasers substantially in the form of the opinion attached hereto as schedule A,

B. a certificate dated the Closing Date signed by an appropriate officer of the Corporation and addressed to, among others, the Agents and the Purchasers with respect to the articles and by-laws of the Corporation, the resolutions of the directors of the Corporation and any other corporate action taken relating to this Agreement and the Ancillary Documents and with respect to such other matters as the Agents may reasonably request and including specimen signatures of the signing officers of the Corporation,

C. a certificate dated the Closing Date addressed to, among others, the Agents and the Purchasers signed by the chief executive officer and the Chairman of the Corporation or any two other senior officers or directors of the Corporation acceptable to the Agents substantially in the form of the certificate attached hereto as schedule B,

D. a Subscription Agreement from each Purchaser accepted by the Corporation,

E. definitive certificates representing the Common Shares registered in the names of the Purchasers or in such other name or names as the Purchasers may direct,

F. the Broker Warrant Certificates registered in the name of the Agents or in such other name or names as the Agents may direct, and

G. such further documents as may be contemplated by this Agreement or as the Agents may reasonably request,

all in form and substance satisfactory to the Agents;

(iii) on or prior to Closing, the Corporation shall have delivered to the Agents a written direction of the Corporation directing the Agents to deliver the net proceeds from the sale of the Offered Securities to the Corporation in accordance with clause 5(iv) below; and

(iv) the Agents shall have delivered or cause to be delivered to the Corporation

A. a duly completed Subscription Agreement from each Purchaser in a form acceptable to the Corporation in its sole discretion;

B. payment of the aggregate Purchase Price for the Offered Securities purchased by the Purchasers net of (i) the commission payable by the Corporation to the Agents as provided in section 7 of this Agreement, and (ii) the expenses payable by the Corporation to the Agents as provided in section 12 of this Agreement by certified cheque, bank draft or wire transfer payable to the Corporation against delivery from the Corporation to the Agents of a receipt for the aggregate Purchase Price for such Offered Securities, less the foregoing amounts, and

C. such further documents as may be contemplated by this Agreement or as the Corporation may reasonably require,

all in form and substance satisfactory to the Corporation.

6. **Closing**

(a) Closing: The Closing shall be completed at the offices of counsel for the Agents at the Closing Time on the Closing Date.

(b) Conditions of Closing: The following are conditions precedent to the obligation of the Agents to complete the Closing and of the Purchasers to purchase the Offered Securities, which conditions the Corporation hereby covenants and agrees to use the best efforts thereof to fulfill within the time set out herein therefor, and which conditions may be waived in writing in whole or in part by the Agents:

(i) the Corporation shall have received all necessary approvals and consents, including all necessary regulatory approvals and consents (including those of the

Exchange) required for the completion of the transaction contemplated by this Agreement, all in a form satisfactory to the Agents;

(ii) receipt by the Agents of the documents set forth in section 5 of this Agreement to be delivered to the Agents;

(iii) the representations and warranties of the Corporation contained herein being true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated hereby;

(iv) the Corporation having complied with all covenants, and satisfied all terms and conditions, contained herein to be complied with and satisfied by the Corporation at or prior to the Closing Time; and

(v) the Agents not having previously terminated the obligations thereof pursuant to this Agreement.

7. **Fee**

(a) Commission: In consideration of the agreement of the Agents to act as agents of the Corporation in respect of the Offering, and in consideration of the services performed and to be performed by the Agents in connection therewith, including, without limitation:

(i) acting as agents of the Corporation to solicit, on a best efforts basis, offers to purchase the Offered Securities;

(ii) participating in the preparation of the form of the Subscription Agreements, this Agreement and the Ancillary Documents; and

(iii) advising the Corporation with respect to the private placement of the Offered Securities;

the Corporation shall pay to the Agents or as the Agents may otherwise direct at the Closing Time against receipt of payment of the Purchase Price for the Offered Securities less such amounts described in subsection 5(iv)(A) above, a cash commission of 7% of the aggregate Purchase Price for the Offered Securities solicited by the Agents directly.

(b) Taxes: The Corporation and the Agents acknowledge and agree that if a separate fee would have been charged to the Corporation for the services described in clause 7(a)(i) above, such separate fee would represent more than 50% of the fee payable to the Agents, and the Corporation hereby further acknowledges and agrees that the Agents will rely on the foregoing statement in not charging federal goods and services tax on such fee and that the Corporation will forthwith pay to the Agents any such tax and any applicable interest and penalties to the extent determined to be exigible.

(c) Broker Warrant: In addition to the commission payable to the Agents pursuant to subsection 7(a) hereof, as additional consideration for the services performed and to be performed by the Agents hereunder, the Corporation shall issue to the Agents at the Closing Time Broker Warrants which will entitle the Agents to acquire Broker Shares which is equal in number to 10% of the number of Common Shares sold under the Offering, in form and substance satisfactory to the Agents and the Corporation.

8. **<u>Representations, Warranties and Covenants of the Corporation</u>**

The Corporation represents and warrants to the Agents, and acknowledges that the Agents are relying upon such representations and warranties, in entering into this Agreement, and acknowledges that the Purchasers shall, pursuant to their respective Subscription Agreements, obtain the benefit of such representations and warranties (which are incorporated by reference into such Subscription Agreements) and have relied thereon in entering into such Subscription Agreements, which representations and warranties shall be true and correct on the Closing Date:

Corporate Matters

(a) the Corporation has been duly amalgamated and is validly subsisting under the laws of the Province of Alberta and has all requisite corporate authority and power to carry on its business, as now conducted and as presently proposed to be conducted by it, and to own, lease and operate its properties and assets;

(b) the Corporation has full corporate power and authority to create, issue and sell the Offered Securities;

(c) the Corporation has no subsidiaries and is not affiliated with, nor is it a holding corporation of, any other body corporate, nor is it a partner of any partnership;

(d) other than as disclosed to the Agents or their counsel in writing, the minute books of the Corporation contain full, true and correct copies of the constating documents of the Corporation and contain copies of all minutes of all meetings and all consent resolutions of the directors, committees of directors and shareholders of the Corporation (or drafts thereof pending approval) and all such meetings were duly called and properly held and all such resolutions were properly adopted;

(e) other than as may apply pursuant to Securities Laws and the Exchange, there are no restrictions on the transfer of the Common Shares nor are there any restrictions, by contract or otherwise, on the payment of dividends on the Common Shares, subject to compliance with Alberta law;

(f) the Corporation is duly registered and qualified to carry on business and is validly subsisting under the laws of each jurisdiction in which it carries on its business or owns any material assets;

Issuance of Securities

(g) All necessary corporate action has been taken to authorize the issue and sale of, and the delivery of certificates representing the Common Shares and upon the issue thereof, the Common Shares will be validly issued as fully paid and non-assessable shares.

No Breach

(h) the Corporation is not in default or breach or violation of, and the execution and delivery of, and the performance of and compliance with the terms of this Agreement and the Ancillary Documents and the Corporation is not in default or breach or violation of, the execution and delivery of, the performance of and compliance with the terms of the Material Business Contracts or any of the transactions contemplated hereby or thereby do not and will not:

(i) result in any breach of, or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, any term or provision of the articles, by-laws (or similar documents) or resolutions of the Corporation, any applicable laws, any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document to which the Corporation is a party or by which it is bound, or any judgment, decree, order, statute, rule or regulation applicable to the Corporation, which default or breach might reasonably be expected to materially adversely affect the business, operations, capital or condition (financial or otherwise) of the Corporation or the assets of the Corporation; or

(ii) create a right for any other party to terminate, accelerate or in any way alter any other rights existing under any indenture, mortgage, note, contract, agreement (written or oral), instrument, lease or other document to which the Corporation is a party or by which the Corporation is bound which, upon exercise of such right, might reasonably be expected to materially adversely affect the business, operations, capital or condition (financial or otherwise) of the Corporation or the assets of the Corporation;

Corporate Authority and Effect

(i) the Corporation has the full corporate right, power and authority to enter into this Agreement and the Ancillary Documents and to perform its obligations set out herein and therein, and each of this Agreement and the Ancillary Documents upon execution will be duly authorized, executed and delivered by the Corporation, and all such documents will, upon the execution and delivery thereof, be legal, valid and binding obligations of the Corporation, enforceable against the Corporation, in accordance with their terms subject to the general qualifications that:

(i) applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally;

(ii) equitable remedies, including the remedies of specific performance and injunctive relief, being available only in the discretion of the applicable court;

(iii) the statutory and inherent powers of a court to grant relief from forfeiture, to stay execution of proceedings before it and to stay executions on judgments;

(iv) the applicable laws regarding limitations of actions;

(v) enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court;

(vi) enforceability of the provisions exculpating a party from liability or duty otherwise owed by it may be limited under applicable law; and

(vii) that rights to indemnity and contribution under this Agreement may be limited or unavailable under applicable law.

No Change

(j) other than the Previous Financings, there has not been any material change in the capital, assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of the Corporation since December 31, 2008. Since such date and except as noted above, there have been no material facts, transactions, events or occurrences which could materially adversely affect the capital, assets, liabilities (absolute, accrued, contingent or otherwise), business, operations or condition (financial or otherwise) or results of the operations of the Corporation and the Corporation has not incurred, assumed or suffered any liability (absolute, accrued, contingent or otherwise) or entered into any transaction which is or may be material to the Corporation and is not in the ordinary course of business, other than as contemplated herein or disclosed in the Information;

Financial Information and Insurance

(k) the Financial Information fairly presents, in accordance with generally accepted accounting principles in Canada, the financial position and condition of the Corporation as at the dates thereof and reflects all assets, liabilities and obligations (absolute, accrued, contingent or otherwise) of the Corporation as at the dates thereof required to be disclosed in accordance with generally accepted accounting principles in Canada;

(l) Ernst & Young LLP, the auditors of the Corporation, are independent chartered accountants with respect to the Corporation as required by Securities Laws in the Filing Jurisdictions;

(m) there has not been any reportable event (within the meaning of such term in National Instrument 51-102 – Continuous Disclosure Obligations of the Canadian Securities Administrators) with the auditors of the Corporation;

(n) the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurance that:

(i) transactions are executed in accordance with the general or specific authorization of the board of directors of the Corporation; and

(ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with Canadian generally accepted accounting principles;

(o) except in the ordinary course of business, since December 31, 2008, no material capital expenditures have been made or authorized by the Corporation;

(p) all material bonuses, commissions, salaries and other amounts owing to employees of and consultants to the Corporation are reflected and have been accrued in the books of account of the Corporation;

(q) the Corporation has its properties and assets insured against loss or damage by insurable hazards or risks on a replacement cost basis, such insurance coverage is of a type and in an amount typical to the business in which the Corporation operates as conducted by a reasonably prudent person based on the advice of reputable insurance brokers consulted by such person. In the last 24 months the Corporation has not made any material claim on any policy of insurance or have been refused any insurance coverage sought or applied for. The Corporation does not have any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or obtain similar coverage from similar insurers as may be necessary to continue with its businesses at a cost that could have a material adverse effect on the Corporation;

(r) there has not been, and there is not currently, any labour trouble which is adversely effecting or could adversely effect, in a material manner, the conduct of the business of the Corporation;

Non-Arms Length Matters

(s) except in connection with the Previous Financings or as disclosed in the Financial Information, none of the directors or senior officers of the Corporation nor any holder of more than 10% of the outstanding voting securities of the Corporation, nor any associate or affiliate of any of the foregoing persons or companies, has had or, to the knowledge of the Corporation, intends to have any material interest, direct or indirect, in any transaction within two years prior to the date hereof or in any proposed transaction which materially affected or will materially affect the Corporation;

(t) except as disclosed in the Financial Information, no payments have been made or authorized by the Corporation since December 31, 2008, to its officers, directors, former directors, shareholders or employees or to any person or company not dealing at arm's length (as such term is construed under the *Income Tax Act* (Canada)) with any of the foregoing, including by way of the repayment of a shareholder loan, except in the ordinary course of business and the regular rates to them of salary, pension, bonuses or other remuneration of any nature, and except for any payments described in the Financial Information;

(u) the Corporation does not have any loans or other indebtedness outstanding which have been made to or from any of its shareholders, officers, directors or employees or any other person not dealing at arm's length with the Corporation that are currently outstanding except as incurred in the normal course of business;

Share Capital

(v) the authorized capital of the Corporation consists of an unlimited number of Common Shares, of which as at the date hereof, 95,182,296 Common Shares are issued and outstanding as fully paid and non-assessable;

(w) other than pursuant to the provisions of this Agreement and as disclosed in the interim financial statements of the Corporation for the period ended March 31, 2009, there are no outstanding securities convertible or exchangeable into any securities or ownership interests of the Corporation, or any agreement, warrant, option, right or privilege being or capable of becoming an agreement, warrant, option or right for the purchase of any unissued securities of the Corporation;

General Tax Matters

(x) the Corporation has duly completed and timely filed all tax returns required to be filed by it, has paid all taxes due and payable by it and has paid all assessments and re-assessments and all other taxes, governmental charges, penalties, interest and other fines due and payable by it and which are claimed by any governmental authority to be due and owing and adequate provision has been made for taxes payable for any completed fiscal period for which tax returns are not yet required and there are no agreements, waivers, or other arrangements providing for an extension of time with respect to the filing of any tax return or payment of any tax, governmental charge or deficiency by the Corporation and there are no actions, suits, proceedings, investigations or claims threatened or pending against the Corporation in respect of taxes, governmental charges or assessments or any matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority;

(y) the Corporation has withheld from all payments made to any of its officers, directors, employees and non-residents of Canada and other people with respect to whom it is required by law to withhold any payments pursuant to the *Income Tax Act* (Canada) or any other applicable legislation, or in respect of goods and services tax, the amount of all taxes, including but not limited to income tax, Canada pension plan contributions, employment insurance premiums, premiums payable under workers compensatory legislation and other deductions required to be withheld therefrom and have paid the same to the proper tax or other receiving officers within the time required under any applicable tax legislation;

(z) the Corporation has established on its books and records reserves that are adequate for the payment of all taxes not yet due and payable and there are no liens, mortgages, charges, pledges, encumbrances or other security interests for taxes on the assets or properties of any of the foregoing entities, except for taxes not yet due, and, to the knowledge of the Corporation, there are no audits pending of the tax returns of the Corporation (whether federal, provincial, state, local or foreign), and there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that could have a material adverse effect on the Corporation;

Legal Compliance

(aa) there are no actions, suits, proceedings or inquiries pending or threatened against or involving or affecting the Corporation, at law or in equity or before or by any federal, provincial, state, county, municipal or other governmental department, commission, board, bureau, agency or instrumentality which in any way materially adversely affect, or may in any way materially adversely affect, the business, operations or condition (financial or otherwise) of the Corporation or its assets or which affect or may affect the distribution of the Offered Securities or which would impair the ability of the Corporation to consummate the transactions contemplated hereby or to duly observe and perform any of its covenants or obligations contained in this Agreement or Ancillary Documents or which would impair the ability of the Corporation to carry out the terms or complete its business plan under the Material Business Contracts and the Corporation is not aware of any existing ground on which such action, suit, proceeding or inquiry might be commenced with any reasonable likelihood of success;

(bb) the Corporation has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules and regulations and is fully licensed, registered or qualified to transact business and is in good standing in all jurisdictions in which the conduct of its business requires such qualification, all such licenses, registrations or qualifications which are material are valid and existing in good standing, and the Corporation is not aware of any legislation, regulation, rule or lawful requirements presently in force or proposed to be brought into force which the

Corporation anticipates that the Corporation will be unable to comply with without materially adversely affecting the Corporation;

(cc) to the best of the knowledge of the Corporation, no other party is in default in the observance or performance of any term or obligation to be performed by it under any contract to which the Corporation is a party or by which it is bound which is material to the business of the Corporation and no event has occurred which with notice or lapse of time or both would directly or indirectly constitute such a default, in any such case which default or event would reasonably be expected to have a material adverse effect on the assets or properties, business, results of operations, prospects or condition (financial or otherwise) of the Corporation;

Securities Matters

(dd) none of the Securities Commissions, the Exchange or any similar regulatory authority has issued any order which is currently outstanding preventing or suspending trading in any securities of the Corporation, no such proceeding is, to the knowledge of the Corporation, pending, contemplated or threatened, the Corporation is not in default of any requirement of Securities Laws which would have a material effect on the Offering or the Corporation;

(ee) no authorization, approval or consent of any court or governmental authority or agency is required to be obtained by the Corporation in connection with the sale and delivery of the Offered Securities;

(ff) the Corporation has taken or will take prior to the Closing Date all such steps as may be necessary to comply with requirements of Securities Laws such that the Offered Securities may, in accordance with Securities Laws, be offered for sale and sold on a private placement basis to the public in the Offering Jurisdictions, through the Agents, by way of the exemptions from the prospectus requirements.

Environmental Compliance

(gg) except to the extent that any violation or other matter referred to in this subsection does not have a material adverse effect on the Corporation:

(i) each of the Corporation has conducted, and are conducting, its business in compliance in all material respects with all legislation, regulations or by-laws or other lawful requirements of any governmental or regulatory bodies (“Environmental Laws”) of each jurisdiction in which it carries on its respective business relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance (“Hazardous Substances”) or the licensing thereof;

(ii) the Corporation has not failed to report to the proper federal, provincial, state, municipal or other political subdivision, government, department, commission, board, bureau, agency or instrumentality, domestic or foreign, the occurrence of any event which is required to be so reported by any Environmental Laws; and

(iii) the Corporation holds all licenses, permits and approvals required under any Environmental Laws in connection with the operation of its business and the ownership and use of its assets, all such licenses, permits and approvals are in full force and effect;

(hh) The Corporation has not :

(i) received any notice of, or been prosecuted for, an offence alleging non-compliance with any Environmental Laws;

(ii) settled any allegation of non-compliance short of prosecution; and

(iii) received notice of any orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation or in respect of the release or transportation of Hazardous Substances;

(ii) to the knowledge of the Corporation (after inquiry that is consistent with sound environmental practices for businesses of comparable size engaged in exploration for, and development of mining properties) there has not occurred any material spills, emissions or pollution of any property of the Corporation, or for which the Corporation is or may be responsible, nor is the Corporation the subject of any outstanding stop orders, control orders, clean-up orders or reclamation orders under applicable Environmental Laws and regulations;

Disclosure and Records

(jj) the information and statements set forth in the Information were true and correct and complete as of the date of such information or statement;

(kk) the books of account and other records of the Corporation, whether of a financial or accounting nature or otherwise, have been maintained in accordance with prudent business practices;

(ll) the Corporation has provided the Agents and their advisors with true and complete copies of all indentures, mortgages, notes, contracts, agreements (written or oral), instruments, leases or other documents to which the Corporation is a party that can reasonably be regarded as presently material to the Corporation (the “Material Business Contracts”) and each of the Material Business Contracts constitutes a legally valid and binding agreement of the Corporation enforceable in accordance with their respective terms and, to the best of the knowledge of the Corporation, no party thereto is in default thereunder;

Intellectual Property Matters

(mm) the Corporation owns or has all proprietary rights provided in law and at equity to all patents, trademarks, copyrights, industrial designs, software, trade secrets, know-how, concepts, information and other intellectual and industrial property (collectively, “Intellectual Property”) necessary to permit the Corporation to conduct its business as currently conducted, except where the failure to do so would not have a material adverse effect. The Corporation does not, in the conduct of its business, infringe or conflict with any right or patent of any third party, or any discovery, invention, product or process which is the subject of a patent application filed by any third party, known to the (nn) The Corporation has not received any notice nor is it aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances that would render any Intellectual Property invalid or inadequate to protect the interests of the Corporation therein and which infringement or conflict (if subject to an unfavourable decision, ruling or finding) or invalidity or inadequacy would have a material adverse effect. Except as disclosed to the Agents, the Corporation has not received any notice of proceedings relating to the revocation or modification of any certificate, authority, permit or license necessary to conduct the business now owned or operated by it which, if subject of an unfavourable decision, ruling or finding would have a material adverse effect;

(oo) To the knowledge of the Corporation, no employee of the Corporation is in violation of any terms of any non-disclosure, proprietary rights or similar agreements between such employee and the Corporation or between such employee and any former employer. All material technical information developed by and/or belonging to the Corporation which has not been copyrighted or protected has been kept confidential; and

(pp) any and all of the agreements and other documents and instruments pursuant to which the Corporation holds the property and assets thereof (including any interest in, or right to earn an interest in, any Intellectual Property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with terms thereof, the Corporation is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, all leases, licences and other agreements pursuant to which the Corporation derives the interests thereof in such property and assets are in good standing and there has been no material default under any such lease, licence or agreement.

Other Liabilities

(qq) other than as provided for in this Agreement, the Corporation has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder’s fees, agents’ commission or other similar forms of compensation with respect to the transactions contemplated herein;

(rr) the Corporation is not a party to or bound by any agreement of guarantee, indemnification (other than an indemnification of directors and officers in accordance with the by-laws of the Corporation and applicable laws and indemnities arising in the ordinary course including pursuant to industry agreements such as operating agreements and indemnification provisions in favour of trustees and agents under indentures and similar agreements and agency and underwriting agreements and similar arrangements which, taken together, do not have a material adverse effect on the Corporation or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person);

(ss) the Corporation is not a party to any contracts of employment or consulting contracts which may not be terminated on one month’s notice or less or which provide for payments occurring on a change of control of the Corporation;

(tt) except as disclosed in the Financial Information and as incurred in the normal course of business, the Corporation does not have any loans or other indebtedness outstanding which have been made to or from any of its shareholders, officers, directors or employees or any other person not dealing at arm's length with the Corporation that are currently outstanding;

Other

(uu) to the knowledge of the Corporation, after due inquiry, as at the date of this Agreement, no insider of the Corporation has the present intention to sell any securities of the Corporation;

(vv) to the knowledge of the Corporation, after due inquiry, none of its directors or officers are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange; and

(ww) the Corporation does not have in place a shareholder rights protection plan and, to the knowledge of the Corporation, as at the date hereof, neither the Corporation or any of its shareholders is a party to any shareholders' agreement, pooling agreement, voting trust or similar type of arrangements in respect of outstanding securities of the Corporation.

9. **Covenants of the Corporation**

(a) Consents and Approvals: Immediately following the acceptance by the Corporation hereof, the Corporation covenants and agrees with the Agents and the Purchasers (and acknowledges that such covenants and agreements are incorporated by reference in the Subscription Agreements) that the Corporation will:

(i) obtain, to the extent not already obtained, the necessary regulatory consents, to the extent necessary, from the Securities Commissions of the Offering Jurisdictions for the Offering on such terms as are mutually acceptable to the Agents and the Corporation, acting reasonably;

(ii) make all necessary filings to obtain all other necessary regulatory and other consents and approvals required in connection with the transactions contemplated by this Agreement; and

(iii) arrange for the listing of the Common Shares and the Broker Shares issuable upon exercise of the Broker Warrants on the Exchange.

(b) General: The Corporation hereby covenants and agrees with the Agents and the Purchasers (and acknowledges that such covenants and agreements are incorporated by reference in the Subscription Agreements) that the Corporation will:

(i) fulfill all legal requirements to permit the creation, issue, offering and sale of the Offered Securities and the creation and issue of the Broker Warrants and the issue of the Broker Shares as contemplated in this Agreement including, without limitation, compliance with the Securities Laws of the Offering Jurisdictions to enable the Offered Securities to be offered for sale and sold to the Purchasers and the Broker Warrants to be issued to the Agents without the necessity of filing a prospectus in the Offering Jurisdictions;

(ii) deliver to the Agents a copy of all press releases made and material change reports and other documents filed with the securities commissions through SEDAR and any regulatory authority forthwith upon such press release being made or material change report or other document being filed until 30 days after the Closing Date;

(iii) not take, directly or indirectly, and will use its best efforts to cause its officers, directors or affiliates not to take, directly or indirectly, any action designed to, or that might in the future be expected to cause or result in, stabilization or manipulation of the price of any securities of the Corporation; and

(iv) forthwith after the Closing Date, file such documents as may be required under the Securities Laws of the Offering Jurisdictions relating to the offering of the Offered Securities which, without limiting the generality of the foregoing, shall include a Form 45-106F1 as prescribed under National Instrument 45-106, *Prospectus and Registration Exemptions* of the Canadian Securities Administrators.

(c) Issues of Further Securities: The Corporation will not, without the prior written consent of the Agents, agree to create, issue or sell, or create, issue or sell, any Common Shares or any securities exchangeable or exercisable for, or convertible into, any Common Shares, other than (i) warrants to purchase Common Shares of the Corporation to be issued to an advisor to the Corporation in connection with certain strategic advisory services to be provided to the Corporation; (ii) options to acquire Common Shares of the Corporation to be issued to eligible persons under the Corporation's existing stock option plan; (iii) Common Shares issued upon the exercise of (A) securities of the Corporation outstanding on the date of this Agreement; or (B) issuable after the date of this Agreement in accordance with the terms of this Agreement; and (iv) Common Shares in connection with the proposed acquisition of the UnoMobi Group, at any time prior to 120 days after the Closing Date nor shall the Corporation publicly announce prior to 120 days after the Closing Date any intention to do so thereafter.

(d) Use of Proceeds: The Corporation agrees to use the proceeds of the Offering for development and integration of UnoMobi Inc.'s products (the proposed acquisition of which was disclosed by the Corporation on June 1, 2009), development and deployment of the Corporation's existing product on additional smartphone platforms, releasing the Corporation's products into new geographic areas, and for general working capital purposes.

10. **Termination**

(a) Right of Termination: The Agents shall be entitled, at the sole option thereof, to terminate and cancel, without any liability on the part of the Agents, all of the obligations thereof under this Agreement and the obligations of any Person who has executed a Subscription Agreement, by notice in writing to that effect delivered to the Corporation prior to or at the Closing Time if:

(i) the Agents are not satisfied in the sole discretion thereof with the results of the due diligence review and investigation of the Corporation conducted by the Agents;

(ii) there is in the sole opinion of the Agents a material change or change in a material fact or new material fact or an undisclosed material fact or material change which might be expected to have an adverse effect on the condition (financial or otherwise), capital, property, assets, operations, business, affairs, profitability or prospects of the Corporation or on the market price or value of the Common Shares or any other securities of the Corporation or on the marketability of the Offered Securities;

(iii) there should develop, occur or come into effect any occurrence of national or international consequence, or any action, law or regulation, inquiry or other event, action or occurrence of any nature whatsoever which, in the sole opinion of the Agents, seriously affects, or could seriously affect, the financial markets, the condition (financial or otherwise), capital, property, assets, operations, business, affairs, profitability or prospects of the Corporation or the market price or value of the Common Shares or any other securities of the Corporation or the marketability of the Offered Securities;

(iv) the state of the financial markets is such that in the sole opinion of the Agents it would be unprofitable to offer or continue to offer for sale the Offered Securities;

(v) any order or ruling is issued, or any inquiry, action, suit, proceeding or investigation (whether formal or informal) is instituted or announced or threatened in relation to the Corporation or any of the directors, officers or principal shareholders of the Corporation (other than one based solely upon the activities or alleged activities of the Agents) or any law or regulation is promulgated or changed which prevents or restricts trading in or the distribution of the Offered Securities, the Common Shares or any other securities of the Corporation (other than one based solely upon the activities or alleged activities of the Agents) or any law or regulation is promulgated or changed which prevents or restricts trading in or the distribution of the Offered Securities, the Common Shares or any other securities of the Corporation (other than one based solely upon the activities or alleged activities of the Agents) or any law or regulation is promulgated or changed which prevents or restricts trading in or the distribution of the Offered Securities, the Common Shares or any other securities of the Corporation;

(vi) the Corporation is in breach of any term, condition, covenant or agreement contained in this Agreement or any representation or warranty given by the Corporation in this Agreement is or becomes untrue, false or misleading; or

(vii) any order to cease or suspend trading in any securities of the Corporation is made, threatened or announced by the Exchange or any securities regulatory authority.

(b) Rights on Termination: Any termination by the Agents pursuant to subsection 10(a) hereof shall be effected by notice in writing delivered by the Agents to the Corporation at the address thereof as set out in section 14 hereof. The right of the Agents to so terminate the obligations thereof under this Agreement is in addition to such other remedies as the Agents may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement. In the event of a termination by the Agents pursuant to subsection 10(a) hereof there shall be no further liability on the part of the Agents to the Corporation or of the Corporation to the Agents except any liability which may have arisen or may thereafter arise under either section 11 or 12 hereof.

11. **Indemnity and Contribution**

(a) Indemnity: The Corporation hereby covenants and agrees to protect, indemnify and save harmless the Agents and each investment dealer which is a member of any selling group formed by the Agents in connection with the Offering, each of the associates and affiliates of and the directors, officers, employees, shareholders, partners, advisors and agents of the Agents and each investment dealer which is a member of any selling group formed by the Agents in connection with the Offering and of each of the associates and affiliates of (in this section 11 each an "Indemnified Person" and collectively the "Indemnified Persons") from and against all losses (other than a loss of profits), claims, damages, payments, liabilities, costs, fines, penalties and expenses (including the amount paid in settlement of any claim, action, suit or proceeding and the fees and expenses of counsel on a solicitor and his own client basis incurred obtaining advice in respect of, or in defending or settling, any such claim, action, suit or proceeding), joint or several, of whatsoever nature or kind to which an Indemnified Person may become subject or otherwise involved in any capacity under statute or common law or otherwise caused or incurred by reason of or in any way arising, directly or indirectly, from, by virtue of, or related to, enforcing the provisions of this Agreement or any Subscription Agreement, or:

(i) the Agents having acted as the agents of the Corporation in respect of the Offering (other than by reason of the negligence, willful misconduct or bad faith of the Agents);

(ii) any statement or information contained in the Information which at the time and in light of the circumstances under which it was made containing or being alleged to contain a misrepresentation or being or being alleged to be untrue, false or misleading;

(iii) the omission or alleged omission to state in the Information any material fact required to be stated therein or necessary to make any statement therein not misleading in light of the circumstances under which it was made;

(iv) any order made or inquiry, investigation or proceeding commenced or threatened by any officer or official of the Exchange, any securities commission or authority or any other competent authority, not based upon the activities or the alleged activities of the Agents or any member of any agency group formed by the Agents in connection with the Offering;

(v) the non-compliance or alleged non-compliance by the Corporation with any of the Securities Laws of the Offering Jurisdictions or any other applicable law in connection with the transactions contemplated herein;

(vi) any negligence or willful misconduct by the Corporation relating to or connected with the sale by the Corporation of the Offered Securities;

(vii) any misrepresentation or alleged misrepresentation (except any made by the Agents and for which the Agents did not rely on any information provided by the Corporation or anyone acting on its behalf) relating to the Offering or the Offered Securities, whether oral or written and whether made during and in connection with the Offering or in respect of the trading of the Offered Securities in the secondary market after the completion of the Offering, where such misrepresentation or alleged misrepresentation may give or gives rise to any other liability under any statute in any jurisdiction which is in force on the date of this Agreement or which comes into force after that date;

(viii) any failure or alleged failure to make timely disclosure of material change by the Corporation, whether such failure or alleged failure occurs during the Offering or after the completion of the Offering, where such failure relates to the Offering or the Offered Securities and may give or gives rise to any liability under any statute in any jurisdiction which is in force on the date of this Agreement or which comes into force after that date; or

(ix) the breach of, or default under, any term, condition, covenant or agreement of the Corporation made or contained herein or in any other document of the Corporation delivered pursuant hereto or made by the Corporation in connection with the sale of the Offered Securities or any representation or warranty of the Corporation made or contained herein or in any other document of the Corporation delivered pursuant hereto or in connection with the sale of the Offered Securities being or being alleged to be untrue, false or misleading.

If any matter or thing contemplated by this section 11 shall be asserted against any Indemnified Person in respect of which indemnification is or might reasonably be considered to be provided hereunder, such Indemnified Person shall notify the Corporation as soon as possible of the nature of such claim and the Corporation shall be entitled, but not required, to assume the defence of any action, suit or proceeding brought to enforce such claim; provided, however, that the defence shall be through legal counsel reasonably acceptable to the Indemnified Person and that no settlement may be made by the Corporation or the Indemnified Person without the prior written consent of the other of them and the Corporation shall not be liable for any settlement of any such claim unless it has consented in writing to such settlement.

(b) Counsel: In any claim referred to in section 11 hereof, the Indemnified Person shall have the right to retain separate legal counsel to act on behalf of such Indemnified Person provided that the fees and disbursements of such separate legal counsel shall be paid by the Indemnified Person unless:

(i) the Corporation fails to assume the defence of such claim on behalf of the Indemnified Person within ten days of receiving notice of such claim;

(ii) the Corporation and the Indemnified Person shall have mutually agreed to the retention of such separate legal counsel; or

(iii) the named parties to such claim (including any added, third or impleaded parties) include both the Corporation and the Indemnified Person and the Indemnified Person has been advised by legal counsel that representation of both the Corporation and the Indemnified Person by the same legal counsel would be inappropriate due to actual or potential differing interests between them;

in which event or events the fees and disbursements of such separate legal counsel shall be paid by the Corporation, subject as hereinafter provided. Where more than one Indemnified Person is entitled to retain separate counsel in the circumstances described in this subsection 11(b), all Indemnified Persons shall be represented by one separate legal counsel and the fees and disbursements of only one separate legal counsel for all Indemnified Persons shall be paid by the Corporation, unless:

(i) the Corporation and the Indemnified Persons have mutually agreed to the retention of more than one legal counsel for the Indemnified Persons; or

(ii) the Indemnified Persons have or any of them has been advised in writing by legal counsel that representation of all of the Indemnified Persons by the same legal counsel would be inappropriate due to actual or potential differing interests between them.

(c) Waiver of Right: The Corporation hereby waives its right to recover contribution from the Agents and the other Indemnified Persons with respect to any liability of the Corporation by reason of or arising out of the indemnity provided by the Corporation in this section 11; provided, however, that such waiver shall not apply in respect of the Agents for any liability directly caused or incurred by reason or arising out of any information or statements relating solely to, and provided by, the Agents or any failure by the Agents in connection with the Offering to provide to Purchasers any document which the Corporation is required to provide to the Purchasers and which the Corporation has provided or made available to the Agents to forward to the Purchasers.

(d) Contribution:

(i) In order to provide for just and equitable contribution in circumstances in which the indemnity contained in this section 11 is, for any reason of policy or otherwise, held to be unavailable to or unenforceable by, in whole or in part, an Indemnified Person other than in accordance with the provisions of this section 11, the Corporation shall contribute to the aggregate losses (other than a loss of profit), claims, damages, payments, liabilities, costs, fines, penalties and expenses (including the amount paid in settlement of any claim, action, suit or proceeding and the fees and expenses of counsel on a solicitor and his own client basis incurred obtaining advice in respect of, or in defending or settling, any such claim, action, suit or proceeding) of the nature contemplated by such indemnity incurred or paid by the Indemnified Person in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Indemnified Person on the other hand in connection with the Offering but also the relative fault of the Corporation on the one hand and the Indemnified Person on the other hand in connection with the matters, things and actions which resulted in such losses, claims, damages, payments, liabilities, costs, fines, penalties or expenses as well as any other relevant equitable considerations or, if such allocation is not permitted by applicable law, in such proportion so that the Indemnified Person shall be responsible for the proportion represented by the percentage that the Agents' fee per Offered Security bears to the Purchase Price and the Corporation shall be responsible for the balance, whether or not it is a party to the same or separate claims; provided, however, that no Person who has engaged in any dishonesty, fraud, fraudulent misrepresentation, negligence or willful default shall be entitled to contribution from any Person who has not engaged in any dishonesty, fraud, fraudulent misrepresentation, negligence or willful default and further provided that in no event shall the Agents be responsible for any amount in excess of the cash fee actually received from the Corporation under this Agreement and retained by the Agents. For purposes of this subsection 11(d), relative fault shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or any omission or alleged omission to state a material fact relates to information supplied by the Corporation on the one hand or the Agents on the other hand and the relevant intent, knowledge, access to information and opportunity to correct or prevent any such untrue statement or omission of the Corporation and the Indemnified Person.

(ii) In the event that the Corporation is held to be entitled to contribution from the Agents under the provisions of any statute or law, the Corporation shall be limited to such contribution in an amount not exceeding the lesser of:

A. the portion of the amount of the loss or liability giving rise to such contribution for which the Agents are responsible as determined in accordance with subsection 11(d) above; and

B. the amount of the cash fee actually received from the Corporation under this Agreement and retained by the Agents.

(iii) For purposes of this subsection 11(d), each party hereto shall give prompt notice to the other party hereto of any claim, action, suit or proceeding threatened or commenced in respect of which a claim for contribution may be made under this subsection 11(d).

(e) <u>Held in Trust</u>: To the extent that the indemnity contained in subsection 11(a) hereof is given in favour of a Person who is not a party to this Agreement, the Corporation hereby constitutes the Agents as trustee for such Person for such indemnity and the covenants given by Corporation to such Person in this Agreement. The Agents hereby accept such trust and hold such indemnity and covenants for the benefit of such Persons. The benefit of such indemnity and covenants shall be held by the Agents in trust for the Persons in favour of whom such indemnities and covenants are given and may be enforced directly by such Persons.

12. **<u>Expenses</u>**

The Corporation will be responsible for all expenses related to the Offering, including but not limited to fees and disbursements of legal counsel to the Agents and expenses incurred by the Agents related to marketing (including travel expenses, hotel accommodations and meals), printing costs and such other expenses incurred by the Agents as are reasonable in connection with the Offering (together, the "**Expenses**") whether or not the Offering is completed. Expenses incurred by the Agents will be reviewed together with the Corporation for every $10,000 of incurred expense. Legal fees will be capped at $50,000 and are excluded from the $10,000 review process. The Corporation shall pay such Expenses on the Closing, or if the Offering is not completed, within 10 days of receipt of an invoice from the Agents therefore.

13. **<u>Conditions</u>**

All of the terms and conditions contained in this Agreement to be satisfied by the Corporation prior to the Closing Time shall be construed as conditions and any breach or failure by the Corporation to comply with any of such terms and conditions shall entitle the Agents to terminate the obligations thereof to complete the Closing by written notice to that effect given by the Agents to the Corporation prior to the Closing Time. It is understood and agreed that the Agents may waive in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights thereof in respect of any other such term and condition or any other or subsequent breach or non-compliance; provided that to be binding on the Agents any such waiver or extension must be in writing and signed by the Agents. If the Agents shall elect to terminate the obligations thereof to complete the Closing as aforesaid, whether the reason for such termination is within or beyond the control of the Corporation, the liability of the Corporation hereunder shall be limited to the indemnity referred to in section 11 hereof, the right to contribution referred to in section 11 hereof and the payment of expenses referred to in section 12 hereof.

14. **Notices**

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by telecopier on a Business Day to the following addresses:

(a) in the case of the Corporation:

Multiplied Media Corporation
304 - 5819 2 St. SW
Calgary, Alberta T2H 0H3

Attention: Andrew Osis
Telecopier: (403) 313- 3722

with a copy to (which shall not constitute notice):

Burnet, Duckworth & Palmer LLP
Suite 1400, 350 7th Ave SW
Calgary, Alberta T2P 3N9

Attention: Kelsey Clark or Lindsay Cox
Telecopier: (403) 260-0332

(b) in the case of the Agents:

Research Capital Corporation
199 Bay Street, Suite 4500
Commerce Court West
Box 368
Toronto, Ontario
M5L 1G2

Attention: Alex Baluta
Telecopier: 416-860-7674

-and to-

Blackmont Capital Inc.
Brookfield Place, Suite 900
181 Bay Street, P.O. Box 779
Toronto, Ontario M5J 2T3

Attention: Kevin Spall
Telecopier: 416-864-9151

-and to-

Acumen Capital Finance Partners Limited
Suite 700, 404 - 6th Avenue SW
Calgary, Alberta T2P 0R9

Attention: Alfred Sailer
Telecopier: 406-571-0313

with a copy to (which shall not constitute notice):

Irwin Professional Corporation
130 Adelaide Street West
Suite 2700
Toronto, Ontario
M5H 3P5

Attention: Eric Lowy
Telecopier: 416-361-2519

Either the Corporation or the Agents may change its address for notice by notice given in the manner aforesaid. Any such notice or other communication shall be in writing, and unless delivered to a responsible officer of the addressee, shall be given by telecopier, and shall be deemed to have been given on the day on which it was delivered or sent by telecopier.

15. **Miscellaneous**

(a) Governing Law: This Agreement shall be governed by and be interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and the parties hereto irrevocably attorn to the jurisdiction of the courts of such province.

(b) Time of Essence: Time shall be of the essence of this Agreement.

(c) Survival: All representations, warranties, covenants and agreements of the Corporation herein contained or contained in any documents contemplated by, or delivered pursuant to, this Agreement or in connection with the purchase and sale of the Offered Securities shall survive the purchase and sale of the Offered Securities and the termination of this Agreement and shall continue in full force and effect for the benefit of the Agents and the Purchasers, regardless of any subsequent disposition of Offered Securities or Broker Shares or any investigation by or on behalf of the Agents with respect thereto.

(d) Counterparts: This Agreement may be executed by any one or more of the parties to this Agreement by facsimile or in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

(e) Entire Agreement: This Agreement constitutes the entire agreement between the Corporation and the Agents in connection with the issue and sale of the Offered Securities by the Corporation and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, including, but not limited to, any engagement agreement or term sheet relating to the Offering between the Corporation and the Agents.

(f) Severability: If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision shall be severed from this Agreement.

(g) Language: The parties hereto acknowledge and confirm that they have requested that this Agreement as well as all notices and other documents contemplated hereby be drawn up in the English language. *Les parties aux présentes reconnaissent et confirment qu'elles ont convenu que la présente convention ainsi que tous les avis et documents qui s'y rattachent soient rédigés dans la langue anglaise.*

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Would you kindly confirm the agreement of the Corporation to the foregoing by executing five duplicate copies of this Agreement and thereafter returning five such executed copies to Research Capital Corporation.

Yours truly,

RESEARCH CAPITAL CORPORATION

(signed) "*Alex Baluta*"
Name: Alex Baluta
Title: Managing Director, Investment Banking

BLACKMONT CAPITAL INC.

(signed) "*Kevin Spall*"
Name: Kevin Spall
Title: Managing Director

ACUMEN CAPITAL FINANCE PARTNERS LIMITED

(signed) "*Alfred Sailer*"
Name: Alfred Sailer
Title: Vice President, Investment Banking

The undersigned hereby accepts and agrees to the foregoing as of the 6th day of August, 2009.

MULTIPLIED MEDIA CORPORATION

(signed) "*Andrew Osis*"
Name: Andrew Osis
Title: Chief Executive Officer, Interim Chief Financial Officer and a Director

Schedule A
Form of Opinion

[*Form of Opinion has been Redacted*]

Schedule B

Bring-Down Officers' Certificate

TO: RESEARCH CAPITAL CORPORATION
AND TO: BLACKMONT CAPITAL INC.
AND TO: ACUMEN CAPITAL FINANCE PARTNERS LIMITED
AND TO: THE PURCHASERS OF COMMON SHARES OF MULTIPLIED MEDIA CORPORATION

CERTIFICATE

The undersigned, Andrew Osis, Chief Executive Officer and Chief Financial Officer of Multiplied Media Corporation (the "Corporation"), and Stephen Lougheed, Chairman of the Corporation, hereby certify, for and on behalf of the Corporation in their capacity as officers of the Corporation and not in their personal capacity, after having made due inquiry, that the following facts, matters and information are true and accurate and not misleading in any material respect:

1. The facts, matters and information certified to herein are based on one or more of knowledge and information available or provided to us and our honest belief and all statements made in this certificate represent our reasonably held honest belief as to the facts, matters, information and belief possessed by us. We have used our best efforts to become informed of and about the facts, matters and information certified to herein and have sought the advice of counsel for the Corporation on those matters certified to herein which involve matters of laws and have relied upon such advice to the extent that those matters involve matters of law.

2. The Corporation has complied with all covenants and agreements contained in, and has satisfied all of the terms and conditions of, the Agency Agreement to be complied with and satisfied by the Corporation at or prior to the Closing Time.

3. The representations and warranties of the Corporation contained in the Agency Agreement are true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated thereby.

4. This certificate is being made and delivered pursuant to subparagraph 5(ii)C of the agency agreement dated the date hereof between the Corporation and the Agents (the "Agency Agreement") and we acknowledge that the addressees hereof will be relying on this certificate.

Unless otherwise defined herein, all words and terms with the initial letter or letters thereof capitalized in this certificate and not defined herein but defined in the Agency Agreement shall have the meanings given to such capitalized words and terms in the Agency Agreement. The undersigned acknowledge that they are familiar with the definitions given to the capitalized words and terms in the Agency Agreement and such definitions are hereby incorporated by reference.

IN WITNESS WHEREOF the undersigned have executed this certificate as of the ___ day of August, 2009.

____
Andrew Osis,
Chief Executive Officer and Chief Financial Officer of Multiplied Media Corporation

____
Stephen Lougheed,
Chairman of Multiplied Media Corporation