EVEREST VENTURES CORP.
Suite 400, Chartwell House
750 – 11th Street, SW
Calgary, Alberta, T2P 3N7

September 4, 2008

CONFIDENTIAL

HyperWallet Systems Inc.
Suite 1200 - 736 Granville Street
Vancouver, B.C. V6Z 1G3

Attention: Anthony de Werth

- and -

The Principal Shareholders of HyperWallet Systems Inc.

Dear Sirs/Madames:

Re: Business Combination Proposal

This letter of intent will serve as an agreement (the "**Letter Agreement**") between Everest Ventures Corp. ("**Everest**") and HyperWallet Systems Inc. ("**HyperWallet**") with respect to a proposed business combination of Everest and HyperWallet.

By HyperWallet's acceptance hereof, Everest and HyperWallet agree as follows:

1. Form of Transaction

The proposed business combination shall take place by way of an amalgamation, arrangement, share exchange or other similar form of transaction (the "**Transaction**") on the terms and conditions set out below. It is the express intention of Everest and HyperWallet that the Transaction shall be the "Qualifying Transaction" of Everest, as such term is defined in Policy 2.4 of TSX Venture Exchange Inc. (the "**TSXV**") and the parties shall cooperate in finalizing the structure of the Transaction for tax and operational purposes. The combined entity after giving effect to the Transaction is hereinafter referred to as the Resulting Issuer. It is anticipated that the Resulting Issuer will be a Tier 1 Category 2 Technology Issuer pursuant to the requirements of the TSXV.

It is intended that Everest will amend its articles of incorporation to effect a consolidation of the Everest common shares (the "**Consolidation**") such that each two (2) pre-consolidation common shares (each a "**Pre-Consolidation Common Share**") will become one (1) post-consolidation common share in the Resulting Issuer (each a "**Post-Consolidation Common Share**").

It is intended that the purchase price payable by Everest for all of the issued and outstanding common shares of HyperWallet (the "**HyperWallet Shares**") shall be no more than 12,680,266 Post-Consolidation Common Shares or other securities convertible into common shares in the capital of Everest in accordance with section 2(d) herein (the "**Transaction Shares**"), which will be issued at a deemed price of $1.00 per Transaction Share. For greater certainty, Everest will issue one Everest unit ("**Unit**") in exchange for every four (4) HyperWallet Shares. Each Unit shall consist of one Post-Consolidation Common Share, one (1) Everest series 1 preferred share, one (1) Everest series 2 preferred share and one (1) Everest series 3 preferred share (collectively, the "**Preferred Shares**"), with each series of Preferred Shares automatically exchangable into one (1) Post-Consolidation Common Share on the dates that are 4 months, 8 months and 12 months from the date of the Exchange Bulletin, respectively.

It is further intended that, subject to TSXV approval, the Resulting Issuer shall grant the number of options to certain directors, officers, employees or consultants of the Resulting Issuer to purchase additional common shares of the Resulting Issuer at a price of $1.00 per common share as the board of the Resulting Issuer shall determine.

It is intended that this Letter Agreement be binding upon the parties hereto. The parties will negotiate in good faith the terms and conditions of a definitive acquisition agreement which shall supersede this Letter Agreement (the "**Definitive Agreement**") on or before September 19, 2008, which will set forth all of the terms and conditions of the Transaction including, without limitation, representations, warranties, covenants and conditions customarily contained in agreements for similar commercial transactions.

2. Conditions to the Transaction

The obligations of Everest and HyperWallet to proceed with the Transaction will be subject to the following conditions being satisfied or duly waived prior to the closing of the Transaction (the "**Closing Date**") or such other date as hereinafter provided:

(a) the parties shall have received all necessary regulatory, court and third party consents, orders (both interim and final), approvals, waivers and authorizations as may be required in respect of the Transaction including, without limitation, all applicable approvals of the TSXV and relevant securities commissions, and all such consents and approvals to be on terms and conditions acceptable to both Everest and HyperWallet, each acting reasonably;

(b) there being no material actions, suits or proceedings outstanding, pending or threatened against Everest or HyperWallet at law or in equity before any federal, provincial, municipal court or other governmental department, commission, bureau, agency or instrumentality;

(c) each of Everest and HyperWallet shall be satisfied that, from the date of this Letter Agreement (the "**Effective Date**"), there has been no material change or change in a material fact or a new material fact or an undisclosed material fact or material change in respect of the other party which might reasonably be expected to have a material adverse effect on the condition (financial or otherwise), capital, property, assets, operations, business affairs, profitability or prospects of the other party, and both Everest and HyperWallet shall be satisfied that the other party shall not have taken any act, entered into or become a party to or subject to any agreement or transaction or incurred or become liable for any obligation except in the ordinary course of business;

(d) Everest shall have received appropriate approval of the board of directors of Everest and the appropriate approval of the shareholders of Everest for:

   a. the Consolidation;

   b. the creation and issuance of the Preferred Shares;

c. the amendment of the articles of incorporation to change its name to HyperWallet Systems Inc., or such other name as the board of directors may determine;

d. the Transaction as the Qualifying Transaction of Everest in accordance with TSXV policies, which resolution will grant the directors of Everest the authority to act or not act on such resolution at their discretion;

e. the continuation of Everest under the *Canada Business Corporations Act*; and

f. the approval of the stock option plan for Everest.

(e) HyperWallet shall have received appropriate approval of the board of directors of HyperWallet and the appropriate approval of the shareholders of HyperWallet for:

a. the amalgamation, arrangement or share exchange as the case may be; and

b. all matters incidental thereto or as may be required to effect the Transaction.

(f) resignations from the following directors and officers of Everest and HyperWallet, respectively, shall have been received:

Everest	**HyperWallet**
Brent C. Stevenson	Tim de Werth
Darcy E. Krogh	
Salim Jivraj	
Darold H. Parken	
Ranjeet Sundher	

(g) Everest shall have received appropriate shareholder approval for the election of the following nominees as directors of the Resulting Issuer:

Lisa Shields
Scott White
Anthony de Werth
Darcy Krogh

(h) each of Everest and HyperWallet shall have completed their due diligence of the other to their satisfaction, acting reasonably;

(i) in the case of the obligations of HyperWallet, each of Anthony de Werth, Lisa Shields, Scott White, William Crowley, their respective holding companies, as applicable, and such other shareholders as required shall have entered into lock-up or support agreements, substantially in the form attached hereto as Schedule "B" (the "**Lock-Up Agreement**") prior to the execution of the Definitive Agreement pursuant to which they have agreed to support, vote and/or tender all of their HyperWallet Shares in favor of the Transaction and the securities tendered by the Lock-Up Agreement shall constitute not less than 50% of the voting securities of HyperWallet;

(j) on or prior to the Closing Date, all of the Series 1 A Preferred Shares, Series 2 A Preferred Shares and convertible debentures of HyperWallet shall be converted and all options of HyperWallet shall be exercised into HyperWallet Shares, redeemed by HyperWallet, or cancelled in accordance with their respective terms and all of the Series 5 A Preferred Shares of HyperWallet will be purchased by HyperWallet and then cancelled, such that no Series 1 A Preferred Shares, Series 2 A Preferred Shares, Series 5 A Preferred Shares, convertible debentures or options of HyperWallet shall be issued and outstanding as of the Closing Date;

(k) on or before the Closing Date, each of the parties listed in section 4 herein shall enter into an agreement or agreements providing for the Escrow Transfer on the terms set forth below in section 4 herein;

(l) each of Lisa Shields and William Crowley shall enter into 3 year employment and non-competition contracts with the Resulting Issuer;

(m) Everest shall have received a waiver from the TSXV sponsorship requirements;

(n) on or before the Closing Date, Everest shall have completed one or more brokered equity financings (the "**Financing**") raising gross proceeds of a minimum of $5,000,000 and a maximum of $6,000,000 by issuing up to 6,000,000 units of Everest (the "**Private Placement Units**") at a price of $1.00 per Unit. Each Private Placement Unit shall consists of one Post-Consolidation Common Share and one-half of one non-transferable Post-Consolidation Common Share purchase warrant (a "**Warrant**"), with each whole Warrant entitling the holder thereof to acquire one Post-Consolidation Common Share at a price of $1.50 for a period of 18 months from the date of issuance. HyperWallet agrees to cooperate with the agent in connection the Financing; and

(o) if necessary to complete the Transaction, HyperWallet will extra-provincially register in Alberta.

3. Escrowed Shares and Other Trading Restrictions

The parties acknowledge that all or a portion of the Transaction Shares to be issued pursuant to the Transaction, including without limitation, 100% of the Transaction Shares to be issued to "Principals" (as such term is defined in the TSXV Corporate Finance Manual) of the Resulting Issuer shall be subject to escrow provisions which shall be imposed pursuant to the regulations of the TSXV and may be subject to such other trading restrictions as may be imposed by the TSXV or under applicable securities laws. The parties further acknowledge and agree that the TSXV may impose escrow and other trading restrictions on Transaction Shares issued to non "Principals" as provided for in TSXV Policy 5.4 or otherwise.

4. Transfer within Escrow

As of the Effective Date, a total of 7,000,000 Everest Pre-Consolidation Shares are held in escrow (the "**Escrowed Shares**") by Olympia Trust Company pursuant to an escrow agreement dated June 28, 2007. The parties agree that 700,000 of the Escrowed Shares shall, upon receipt of the appropriate TSXV approval, be transferred within escrow (the "**Escrow Transfer**") in the manner as set forth in the table below immediately following the Closing Date.

Name of Transferor	Name of Transferee	Number of Escrowed Shares to be Transferred	Sale Price per Escrowed Share	Aggregate Sale Price
Darcy E. Krogh	Scott White	208,000	$0.05	$10,400
Darold H. Parken	Scott White	208,000	$0.05	$10,400

Name of Transferor	Name of Transferee	Number of Escrowed Shares to be Transferred	Sale Price per Escrowed Share	Aggregate Sale Price
Salim Jivraj	Scott White	50,000	$0.05	$2,500
Ranjeet Sundher	Scott White	208,000	$0.05	$10,400
Brent Stevenson	Scott White	26,000	$0.05	$1,300
	Total	700,000		$35,000

5. Representations, Warranties, Covenants and Acknowledgments of Everest

Everest represents, warrants and covenants to and in favour of HyperWallet and acknowledges that HyperWallet is relying upon such representations and warranties in connection with the Transaction and entering into this Letter Agreement, that:

(a) Everest has been duly incorporated and organized, and is validly existing as a corporation, under the *Business Corporations Act* (Alberta) and has full corporate power and authority to own its assets and conduct its businesses as now owned and conducted;

(b) Everest is duly qualified to carry on business, and is in good standing, in each jurisdiction in which the nature of its activities makes such qualification necessary;

(c) Everest has all requisite corporate power and authority to enter into this Letter Agreement and all documents to be delivered pursuant hereto and, subject to the terms hereof, to perform its obligations hereunder and thereunder;

(d) as of the date hereof, the capital of Everest consists of: (i) 10,552,500 issued and outstanding Pre-Consolidation Common Shares; (ii) 147,500 options granted to Blackmont Capital Inc. exercisable at a price of $0.10 per Pre-Consolidation Common Share; and (iii) options to purchase up to 950,000 Pre-Consolidation Common Shares issued to directors and officers of Everest exercisable at $0.10 per Pre-Consolidation Common Share;

(e) other than as provided for herein, as at the Effective Date, no person has, and on the Closing Date no person shall have, any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, warrants or convertible obligations of any nature whatsoever, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Everest;

(f) there are no claims, actions, suits, judgments, litigation or proceedings pending against or affecting Everest which will or may have a material adverse affect upon Everest after giving effect to the Transaction, or which may prevent the completion of the Transaction, and Everest is not aware of any existing ground on which any such claim, action, suit, judgment, litigation or proceeding might be commenced with any reasonable likelihood of success; and

(g) the board of directors of Everest has determined that the Transaction is fair and in the best interests of Everest and its shareholders and has approved the entering into of this Letter Agreement and has resolved to unanimously recommend approval of the Transaction by the Everest shareholders.

6. Representations, Warranties, Covenants and Acknowledgments of HyperWallet

HyperWallet represents, warrants and covenants to and in favour of Everest and acknowledges that Everest is relying upon such representations and warranties in connection with the Transaction and entering into this Letter Agreement, that:

(a) it has been duly incorporated and organized, and is validly existing as a corporation, under the *Canada Business Corporations Act* (the "**CBCA**") and has full corporate power and authority to own its assets and conduct its businesses as now owned and conducted;

(b) it is duly qualified to carry on business, and is in good standing, in each jurisdiction in which the nature of its activities makes such qualification necessary;

(c) it has no subsidiaries, as such term is defined in the CBCA;

(d) it has all requisite corporate power and authority to enter into this Letter Agreement and all documents to be delivered pursuant hereto and, subject to the terms hereof, to perform its obligations hereunder and thereunder;

(e) as of the Effective Date, the share capital of HyperWallet is as described in Schedule "A";

(f) on or prior to the Closing Date, all of the Series 1 A Preferred Shares, Series 2 A Preferred Shares and convertible debentures of HyperWallet shall be converted and all options of HyperWallet shall be exercised into HyperWallet Shares, redeemed by HyperWallet, or cancelled in accordance with their respective terms and all of the Series 5 A Preferred Shares of HyperWallet will be purchased by HyperWallet and then cancelled, such that no Series 1 A Preferred Shares, Series 2 A Preferred Shares, Series 5 A Preferred Shares, convertible debentures or options of HyperWallet shall be issued and outstanding as of the Closing Date;

(g) as of the Effective Date, other than as disclosed in Schedule "A", no person has, and on the Closing Date no person shall have, any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, warrants or convertible obligations of any nature whatsoever, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of HyperWallet;

(h) there are no claims, actions, suits, judgments, litigation or proceedings pending against or affecting HyperWallet which will or may have a material adverse affect upon HyperWallet after giving effect to the Transaction, or which may prevent the completion of the Transaction, and HyperWallet is not aware of any existing ground on which any such claim, action, suit, judgment, litigation or proceeding might be commenced with any reasonable likelihood of success;

(i) the board of directors of HyperWallet has determined that the Transaction is fair and in the best interests of HyperWallet and its shareholders and has approved the entering into of this Letter Agreement and has resolved to unanimously recommend approval of the Transaction by the HyperWallet shareholders;

(j) HyperWallet will use its best efforts to ensure that holders of not less than 66 and 2/3% of the HyperWallet Shares vote in favor of the Transaction; and

(k) HyperWallet hereby agrees to use its best efforts to prepare and provide, as soon as reasonably practicable, the documentation concerning HyperWallet which is required to be submitted to the

TSXV for Everest's initial submission for approval of the Transaction, which documentation includes the following:

i. audited financial statements for the fiscal years ended March 31, 2007 and March 31, 2008, unaudited but "reviewed" financial statements for the fiscal year ended March 31, 2006, unaudited but "reviewed" financial statements for the period ended June 30, 2008 and the comparable financial statements for the period ended June 30, 2007, or such other financial statements as the TSXV may direct (the "**Financial Statements**");

ii. if the Financial Statements are of a date exceeding 120 days from the date of the initial submission, unaudited financial statements for the interim period must be provided along with a comfort letter from the auditor;

iii. pro forma financial statements accompanied by a compilation report;

iv. business plan of HyperWallet for at least a 24 month period acceptable to the TSXV;

v. all of the material contracts of HyperWallet; and

vi. all other documentation and information required to be included in the information circular of Everest prepared in accordance with the prospectus level disclosure requirements of TSXV Form 3B pursuant to which Everest shareholder approval of the Transaction will be sought.

7. Due Diligence

Subject to section 14(b), each of Everest and HyperWallet shall be entitled to complete its due diligence with respect to the other's business, operations, assets, prospects, financial condition and affairs, which shall include a review of all assets, legal matters, litigation and regulatory matters, financial statements, liabilities and working capital amounts, material agreements, employment matters and tax matters. Each of Everest and HyperWallet agrees to make available to the other all documents, books, papers, financial information or agreements relating to the above matters, and shall provide reasonable physical access. In addition, each of Everest and HyperWallet agrees to:

(a) permit the legal and other professional representatives and agents of the other party (including the agent for the brokered private placement and its counsel) full access to such other's books, records and documents;

(b) execute or cause to be executed such consents, authorizations and directions as may be necessary to provide the other with access to all files, records and information relating to the other's business, operations, assets, prospects, financial condition and affairs; and

(c) endeavour to include in the information furnished to the other or obtained by the other in the course of the aforesaid investigations, all information which would reasonably be considered to be relevant for the purposes of the other's investigation and not knowingly withhold any information which would make anything contained in the information delivered erroneous or misleading.

8. Confidentiality

The parties hereto agree that they will keep confidential (except for such disclosure to affiliated parties, their respective employees, officers, directors, advisors, consultants and bankers that may be appropriate in the furtherance of the Transaction and except for such disclosure as may be required by applicable securities or other applicable legislation or the policies of the TSXV or other regulatory authority and except such disclosure which is consented to by the other party) all information ("**Confidential Information**") of a confidential nature obtained by them in connection with the Transaction contemplated by this Letter Agreement, including the existence of this Letter Agreement. In the event the Transaction is not consummated, the parties will return to one another or destroy at the instruction of the other party all documents and other materials (and copies thereof) obtained from the other party in connection therewith, and neither of the parties hereto will use any Confidential Information other than for the purpose of the evaluation of the Transaction.

9. Press Release

Neither party hereto will issue any press release or make any other public announcement relating to the Transaction contemplated by this Letter Agreement without the prior consent of the other party hereto, except that either party may make any disclosure required to be made by it under applicable law, TSXV policies, or other regulatory policies, if such party determines in good faith that it is appropriate to do so and gives prior notice to the other party.

10. Ordinary Course

From the Effective Date to the Closing Date, Everest and HyperWallet covenant and agree that they will carry on their respective businesses in the ordinary and normal course of business, and will not, without the prior written consent of the other, declare and/or pay any dividends to shareholders or declare and/or pay any special bonuses or other form of remuneration to management or employees which are not in the ordinary and normal course or business.

11. Non-Solicitation

HyperWallet shall immediately cease and cause to be terminated all existing discussions and negotiations (including, without limitation, through any advisors or other parties on its behalf), if any, with any parties conducted before the date of this Letter Agreement with respect to any Business Proposal (as defined herein) and shall immediately request the return or destruction of all Confidential Information provided to any third parties relating to a Business Proposal and shall use all reasonable commercial efforts to ensure that such requests are honoured.

Neither Everest or HyperWallet shall, directly or indirectly (and will ensure that none of its subsidiaries, if any, shall directly or indirectly), through any officer, director, employee, representative or agent of such company or any of its subsidiaries: (i) solicit, initiate or encourage (including, without limitation, by way of furnishing information or entering into any form of agreement, arrangement or understanding) any inquiries or proposals regarding any merger, amalgamation, take-over bid, sale of substantial assets, sale of treasury shares (other than the equity financing contemplated hereby) or any similar transaction or transactions involving itself or any of its subsidiaries (any of the foregoing inquiries or proposals being referred to herein as an "**Business Proposal**"); or (ii) provide any Confidential Information to, participate in any discussions or negotiations relating to any such transactions with, or otherwise cooperate with or assist or participate in any effort to take such action by, any corporation, person or other entity or group prior to the termination of this Letter Agreement as provided in section 14 herein.

Notwithstanding the foregoing, nothing contained in this section 11 or elsewhere in this Letter Agreement shall prevent the respective boards of directors of Everest or HyperWallet from considering, negotiating, approving and recommending to their shareholders an unsolicited, *bona fide*, written Business Proposal that the board of directors of such company determines in good faith would, if consummated in accordance with its terms, result in a transaction financially superior for the shareholders of Everest or HyperWallet (a "**Superior Proposal**"), as the case may be, than the transaction contemplated hereby.

In the event that HyperWallet is in receipt of a Superior Proposal, it shall give Everest orally and in writing, at least five (5) business days advance notice of any decision by its board of directors to accept, recommend, approve or implement a Superior Proposal, which notice shall identify the party making the Superior Proposal and shall provide a true and complete copy thereof and any amendments thereto. In addition, it shall and shall cause its financial and legal advisors to negotiate in good faith with Everest to make such adjustments in the terms and conditions of the Transaction as would enable it to proceed with the Transaction as amended rather than the Superior Proposal. In the event Everest proposes to amend the terms of the Transaction to provide substantially equivalent or superior value to that provided under the Superior Proposal within the five (5) business days time period specified above, then it shall not enter into any definitive agreement regarding the Superior Proposal. Notwithstanding the foregoing provisions of this section 11 and for greater certainty, Everest shall have no obligation to make or negotiate any changes to the Transaction in the event that HyperWallet is in receipt of a Superior Proposal.

12. Costs and Expenses

Except as provided for herein, the parties agree that all third party costs and expenses incurred by the parties in connection with the matters and the Transaction contemplated hereby, including without limitation, all legal, accounting, tax, and financial advisor fees, shall be borne by the party that incurs the same. Notwithstanding the foregoing, if at any time after the execution of this Letter Agreement but prior to the execution of the Definitive Agreement either party (i) accepts, recommends, approves or enters into an agreement to implement a Superior Proposal, or (ii) if any of the conditions in section 2 hereof are not satisfied by the party responsible for satisfying such condition or conditions, or waived in writing by the party entitled to the benefit of such condition or conditions, such party shall upon receipt of appropriate evidence of same reimburse the other party for all of its fees and expenses incurred in connection with the Transaction to a maximum of $85,000.

The Definitive Agreement shall provide for a mutual limit of $200,000 in respect of recoverable fees and expenses in the event either party: (i) accepts, recommends, approves or enters into an agreement to implement a Superior Proposal; or (ii) is in material breach of a representation, warranty, covenant or has failed to satisfy a condition for which such party is solely responsible.

If Everest terminates this Letter Agreement pursuant to section 14 (b) hereof, each of the parties' costs and expenses incurred in connection with the matters and the Transaction contemplated hereby, shall be borne by the party that incurs the same.

13. Agreement to Support Transactions

Everest and HyperWallet shall use their best efforts to ensure that the transactions contemplated in this Letter Agreement receive all applicable regulatory, shareholder and director approvals. Furthermore, Everest and HyperWallet hereby agree to use their best efforts to prepare and provide documents required to be submitted to the TSXV for approval of the Transaction and as may be required by the agent or its counsel in connection with the brokered private placement(s).

14. Termination

The mutual obligations set forth herein shall terminate in the event that:

(a) the Definitive Agreement has not been entered on or before September 19, 2008 or such later date as may be mutually agreed to by the parties, acting reasonably;

(b) either Everest or HyperWallet not being reasonably satisfied with its due diligence review of the other on or before September 19, 2008;

(c) any applicable regulatory authority having indicated to either Everest or HyperWallet that it will not permit the Transaction to proceed;

(d) the conditions of either party contained herein are not satisfied or waived in writing by the party entitled to the benefit of such condition; and

(e) as otherwise agreed in writing by the parties hereto;

provided, however, that the obligations set forth in sections 8, 9 and 12 shall survive any such termination.

15. General Provisions

(a) each party hereto represents and warrants that it is duly authorized and has all necessary power and authority to execute and deliver this Letter Agreement and to perform its obligations hereunder;

(b) all agreements and other documents will be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in such province and the parties hereto irrevocably attorn to the jurisdiction of the courts of such province;

(c) the parties hereto agree that this Letter Agreement constitutes the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto;

(d) no party hereto may transfer or assign its rights or obligations hereunder without the prior written consent of the other parties hereto; and

(e) this letter may be signed in two or more counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement and shall be governed by the laws of the Province of Alberta.

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If the foregoing accurately sets forth your understanding, please so indicate by executing and returning a copy of this letter to Everest by courier or facsimile on or before September 8, 2008.

Yours very truly,

EVEREST VENTURES CORP.

Per: *"Darcy E. Krogh"*
DARCY E. KROGH
President and Chief Executive Officer

ACKNOWLEDGED AND AGREED TO BY HYPERWALLET SYSTEMS INC. THIS ___ DAY OF SEPTEMBER, 2008.

HyperWallet Systems Inc.

Per: *"Anthony de Werth"*
ANTHONY DE WERTH
Chairman

ACKNOWLEDGED AND AGREED TO BY THE FOLLOWING SHAREHOLDERS THIS ____ DAY OF SEPTEMBER, 2008.

"Anthony de Werth"	[redacted]
ANTHONY DE WERTH	Witness
"Lisa Shields"	[redacted]
LISA SHIELDS	Witness
"Scott White"	[redacted]
SCOTT WHITE	Witness
"William Crowley"	[redacted]
WILLIAM CROWLEY	Witness

MACHRAHANISH CONSULTING INC.

Per: *"Anthony de Werth"*
Anthony de Werth
President

Schedule “A”

HyperWallet Issued and Outstanding Securities

	Number
Common Shares	5,639,021[1]

<u>Convertible Securities</u>

1. Convertible Debentures	2,156,609[2]
2. Stock Options	2,600,022[3]

Preferred Shares

1. Series 1 A Preferred Shares	2,178,698
2. Series 2 A Preferred Shares	33,334
3. Series 5 A Preferred Shares	150,000

Notes:

(1) An additional 30,000 common shares are issuable pursuant to salary payments of hyperWALLET’s executive for the period of July 1 to December 31, 2008.

(2) The aggregate principal amount of all issued and outstanding debentures is $[redacted]. $[redacted] are convertible into 2,156,609 HyperWallet common shares. A further 40,767 of HyperWallet common shares and 1,815 of hyperWallet Series 1 A Preferred Shares are issuable pursuant to interest payments on the convertible debentures which will become due on August 15, 2008.

(3) Each option is exercisable into one (1) HyperWallet Share. The names of holders, and exercise prices of the options are set forth below:

	Exercise Price				
Holder	[redacted]	[redacted]	[redacted]	[redacted]	**Grand Total**
[redacted]		60,000		100,000	160,000
[redacted]		160,000		200,000	360,000
[redacted]				10,000	10,000
[redacted]		4,800		5,000	9,800
[redacted]				22,222	22,222
[redacted]				100,000	100,000
[redacted]				25,000	25,000
[redacted]		5,000		25,000	30,000
[redacted]			500,000		500,000
[redacted]				10,000	10,000
[redacted]				10,000	10,000
[redacted]				5,000	5,000
[redacted]		450,000		300,000	750,000

[redacted]				15,000	15,000
[redacted]				100,000	100,000
[redacted]		40,000		25,000	65,000
[redacted]				10,000	10,000
[redacted]				100,000	100,000
[redacted]				10,000	10,000
[redacted]		80,000			80,000
[redacted]				100,000	100,000
[redacted]				100,000	100,000
[redacted]	16,000				16,000
[redacted]		2,000		10,000	12,000
Grand Total	16,000	801,800	500,000	1,282,222	2,600,022

Schedule "B"

Form of Lock-Up Agreement

AGREEMENT TO VOTE

_________________, 2008

____
Name

____
Address

____
City, Province, Postal Code

____
Fax Number

(the "**Shareholder**")

Dear Sirs:

Re: Agreement to Vote

Everest Ventures Corp. ("**Everest**") understands that the Shareholder is the beneficial owner, directly and indirectly of, or has direction and control over, not less than _____________________________ common shares (the "**Shares**") of HyperWallet Systems Inc. ("**HyperWallet**") and _____________________________ options to acquire common shares of HyperWallet (the "**Options**") (the Shares and any common shares of HyperWallet issued on the exercise of the Options are hereinafter collectively referred to as the "**Subject Shares**").

1. **The Transaction**

HyperWallet and Everest have agreed to undertake a business combination by way of an amalgamation, arrangement, share exchange or other similar form of transaction pursuant to which the holders of HyperWallet Shares would receive common shares of Everest for their Subject Shares (the "**Transaction**").

2. **The Agreement**

HyperWallet and Everest have entered into a letter of intent respecting the Transaction (the "**LOI**"), a copy of which will be provided to the Shareholder by Everest on request, with a view of entering into a definitive agreement respecting the Transaction (the "**Transaction Agreement**") by the Closing Date (as such term is defined in the LOI). The obligations of HyperWallet and Everest to proceed with the Transaction will be subject to certain conditions contained in the LOI and the Transaction Agreement.

3. **Agreement to Vote**

In consideration of Everest entering into the LOI with HyperWallet and subject to the terms hereof, the Shareholder hereby agrees:

(1) to vote or cause to be voted the Subject Shares in favour of the Transaction at the meeting of the holders of common shares of HyperWallet called to approve the Transaction (the "**Meeting**");

(2) not to sell, assign, convey or otherwise dispose of any of the Subject Shares owned by the Shareholder except to any person or company that agrees beforehand in writing to be bound by the terms of this agreement and provided that the Shareholder remains liable for the performance by such person or company of all terms and obligations under this agreement;

(3) not to exercise any shareholder rights or remedies available at common law or pursuant to statute to delay, hinder, upset or challenge the Transaction;

(4) not to solicit, initiate, encourage or vote the Subject Shares in favour of any proposal to HyperWallet or its shareholders from any person which constitutes or may reasonably be expected to lead to (whether in one transaction or a series of transactions): (i) an issuance by HyperWallet (other than pursuant to the exercise of HyperWallet Options), or an acquisition from its shareholders, of any securities of HyperWallet; (ii) any acquisition of a substantial amount of assets of HyperWallet other than in the ordinary course of business; (iii) an amalgamation, arrangement, merger, or consolidation of HyperWallet; or (iv) any take-over bid, issuer bid, exchange offer, recapitalization, liquidation, dissolution, reorganization or similar transaction involving HyperWallet or any other transaction, the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the Transaction or which would or could reasonably be expected to materially reduce the benefits to Everest under the LOI or the Transaction; and

(5) not to, by action or omission, do anything from the date hereof until and including the completion or termination of this agreement that would result in the representations and warranties of the Shareholder set forth in this agreement ceasing to be true and correct in all material respects.

4. **Representations and Warranties of the Shareholder**

The Shareholder hereby represents and warrants to Everest, as representations and warranties that will survive completion of the transactions contemplated hereby, that:

(1) the Shareholder is duly authorized to execute and deliver this agreement and, upon execution of by Everest, this agreement is a valid and binding agreement, enforceable against the Shareholder in accordance with its terms, and the consummation by the Shareholder of the transaction contemplated hereby will not constitute a violation of or default under, or conflict with, any contract, commitment, agreement, understanding or Transaction of any kind to which the Shareholder will be a party and by which the Shareholder will be bound at the time of such consummation;

(2) the Shareholder is the beneficial holder of the number of Shares and Options set forth in the opening paragraph of this agreement and the transfer of the Subject Shares to Everest or a subsidiary thereof pursuant to the Transaction will pass good title to such Shares, free and clear of all claims, liens, charges, encumbrances and security interests; and

(3) all of the representations and warranties contained in this paragraph 4 shall be valid and true as if recited and repeated as at the effective date of the Transaction.

5. **Representations and Warranties of Everest**

Everest hereby represents and warrants to and covenants with the Shareholder, as representations and warranties that will survive completion of the transactions contemplated hereby, that:

(1) Everest is duly authorized to execute and deliver this agreement, the LOI and the Transaction Agreement;

(2) upon acceptance by the Shareholder of this agreement, this agreement, the LOI and the Transaction Agreement will be valid and binding agreements, enforceable against Everest in accordance with their respective terms and neither the execution of this agreement, the LOI, or the Transaction Agreement nor the consummation by Everest of the transactions contemplated hereby and thereby will constitute a violation of or default under, or conflict with, any restriction of any kind or any contract, commitment, agreement, understanding or transaction to which Everest is a party and by which Everest is bound; and

(3) the Everest common shares issuable to holders of HyperWallet Shares pursuant to the Transaction will be validly issued as fully paid and non-assessable.

6. **No Limit on Fiduciary Duty**

Nothing contained in this agreement including, without limitation, section 3 hereof, will, if applicable, (a) restrict, limit or prohibit the Shareholder from exercising, in his capacity as a director or officer of HyperWallet, his fiduciary duties to HyperWallet under applicable law or in accordance with the LOI, or, if applicable, (b) require the Shareholder, in his capacity as an officer of HyperWallet, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, instructions or directions of HyperWallet's board of directors undertaken in the exercise of their fiduciary duties, provided that nothing in this paragraph 6 will be deemed to relieve the Shareholder from his obligations under any other provision of this agreement.

7. **Amendment**

Except as expressly set forth herein, this agreement constitutes the whole of the agreement between the parties and may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

8. **Assignment**

No party to this agreement may assign any of its rights or obligations under this agreement without the prior written consent of the other parties.

9. **Notice**

Any notice, document or other communication required or permitted to be given to the parties under this agreement shall be in writing and be either hand delivered or faxed (with a following letter) as follows:

(1) to the Shareholder at the address and fax number listed on the first page of this agreement; and

(2) to Everest:

400, 750 – 11th Street SW
Calgary, Alberta T2P 3N7
Attention: Darcy Krogh
FAX: (604) 669-4180

with a copy to:

Heenan Blaikie LLP
1200, 425 – 1st Street S.W.
Calgary, Alberta T2P 3L8
Attention: Peter Soby
FAX: (403) 234-7987

and shall be deemed to be received by the party to whom such notice is given on the date of delivery or transmission.

10. **Disclosure**

Everest and the Shareholder agree to consult with each other before making any public disclosure or announcement of or pertaining to this agreement provided this clause shall not apply in the event any party hereto is advised by its counsel that certain disclosures or announcements, which the other parties after reasonable notice will not consent to, are required to be made by applicable laws, stock exchange rules or policies of regulatory authorities having jurisdiction.

11. **Successors**

This agreement will be binding upon, enure to the benefit of and be enforceable by Everest, the Shareholder and their respective successors.

12. **Time of the Essence**

Time shall be of the essence of this Agreement.

13. **Applicable Law**

This agreement shall be governed and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable herein and each party irrevocably attorns to the jurisdiction of the courts of Alberta for the resolution of any disputes arising hereunder.

14. **Termination**

This Agreement shall be deemed to terminate immediately upon the termination of the LOI or the Transaction Agreement in accordance with their terms. In the event of termination of this agreement, there shall be no liability on the part of any party hereto, provided that the forgoing shall not relieve any party from any liability for any breach of this agreement.

This letter may be signed by fax and in counterparts, which, together, shall be deemed to constitute one valid and binding agreement and delivery of such counterparts may be effected by means of fax or other electronic means.

Yours truly,

EVEREST VENTURES CORP.

Per: ________________________________

The foregoing is in accordance with our understanding and is agreed to as of ___________________, 2008.

____
(Print Name of Shareholder)

____
(Authorized Signature)

____
(Official Capacity or Title - if applicable)