ALYA VENTURES LTD.

and

CONSUMER IMPULSE INC.

and

RITESH BHAVNANI

and

RAHOUL ROY

and

ATUL SABHARWAL

and

ANTHONY DURKACZ

and

WILSON A. BELL

DAVE COLBURN, WALTER GIANCOLA and JONATHAN BELL

SHARE PURCHASE AGREEMENT

November 18, 2011

STIKEMAN ELLIOTT LLP
BARRISTERS & SOLICITORS
1700 - 666 BURRARD STREET
VANCOUVER, B.C.
V6C 2X8

TABLE OF CONTENTS

ARTICLE 1
INTERPRETATION

ARTICLE 2
PURCHASED SECURITIES, PURCHASE PRICE AND VALUE

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SNIPP AND THE VENDORS

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF ALYA

ARTICLE 5
PRE-CLOSING COVENANTS OF THE PARTIES

ARTICLE 12
MISCELLANEOUS

SCHEDULES

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the "**Agreement**") is made as of November 18, 2011.

BETWEEN:

ALYA VENTURES LTD., a corporation existing under the laws of British Columbia

("**Alya**")

AND:

CONSUMER IMPULSE, INC., a corporation existing under the laws of Delaware, U.S.A.

("**Snipp**")

AND:

RITESH BHAVNANI, a resident of Maryland, USA;
RAHOUL ROY, a resident of New York City, USA;
ATUL SABHARWAL, a resident of Maryland, USA;
ANTHONY DURKACZ, a resident of Ontario, Canada;
WILSON A. BELL, a resident of Virginia, USA;
WALTER GIANCOLA, a resident of Virginia, USA and
JONATHAN BELL, a resident of Virginia, USA,

(collectively, the "**Vendors**")

WHEREAS:

A. Alya wishes to purchase from the Vendors all of the issued and outstanding Snipp Shares (as defined below), and the Vendors wish to sell to Alya, all of the issued and outstanding Snipp Shares, subject to the terms and conditions as set forth herein.

B. It is intended that the Transaction (as defined below) will constitute Alya's "Qualifying Transaction" as such term is defined in Policy 2.4 of the TSX-V (as defined below).

C. The parties have structured the Transaction with the intention that it will qualify as a "tax free reorganization" under §368(A)(1)(F) of the U.S. Tax Code (as defined below), as a result of Alya being converted into a "domestic corporation" for the purposes of §368(a)(1)(F) of the U.S. Tax Code by virtue of the Snipp Shareholders (as defined below) controlling 80% or more of the vote or value of Alya upon Closing (as defined below).

D. In order to accomplish the intention described in Recital "C" above, and as part of the Transaction, Alya will issue to Snipp Shareholders who are residents of the United States such number of Alya Preferred Shares (as defined below) so that such shareholders will control at least 80% of Alya's vote at Closing as defined under the U.S. Tax Code, and immediately following such time, Alya will redeem all of the Alya Preferred Shares for $1/10^{th}$ of C$0.01 per Alya Preferred Share.

E. Concurrent with the Closing (as defined below) and in connection with the Transaction, Alya intends to carry out certain transactions, including the Financing (as defined below).

NOW THEREFORE in consideration of the premises and the covenants, agreements, representations and warranties herein, the sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

(a) "**Alya Assets**" means all property and assets of Alya of every nature and kind and wheresoever situate.

(b) "**Alya Books and Records**" means all books of account, tax records, business reports, plans and projections and all other documents, files, correspondence and other information of Alya (whether in written, printed, electronic or computer printout form).

(c) "**Alya Corporate Records**" means the corporate records of Alya, including: (i) all constating documents; (ii) all minutes of meetings and resolutions of shareholders and directors (and any committees); (iii) the register of directors; and (iv) the central securities register.

(d) "**Alya Financial Records**" means the financial information of Alya, including the audited two-year financial statements of Alya for the year ended March 31, 2011.

(e) "**Alya Financing Warrants**" means the warrants to purchase Alya Shares to be issued to subscribers of Units under the Financing at an exercise price of C$0.22 per Alya Share for a period of one year from the date of Closing, and for an exercise price of C$0.27 for a period of two years from the date of Closing.

(f) "**Alya Material Adverse Effect**" means any one or more changes, effects, events, occurrences or states of fact, either individually or in the aggregate that is, or would reasonably be expected to be, material and adverse to the assets, liabilities (whether absolute, accrued, conditional or otherwise and including any contingent liabilities that may arise through outstanding or pending litigation), business, operations, results of operations or financial condition of Alya.

(g) "**Alya Material Contracts**" has the meaning specified in Section 4.1(x).

(h) "**Alya Options**" means options to purchase Alya Shares granted to directors and officers of Alya in connection with Alya's initial public offering, with expiry dates ranging from August 25, 2015 to November 30, 2015 for 844,000 Alya Shares at exercise prices of C$0.10 and C$0.11 per Alya Share, each granted under Alya's stock option plan.

(i) "**Alya Preferred Shares**" means the "Series 1 Preferred Shares" in the capital of Alya, with such rights and restrictions as set forth in Schedule "D" hereto.

(j) "**Alya Shares**" means the common shares in the capital of Alya, including the Payment Shares.

(k) "**Alya Shareholders**" means the holders of Alya Shares.

(l) "**Alya Snipp Warrants**" has the meaning specified in Section 2.2(a)(iii).

(m) "**Applicable Canadian Securities Laws**" means, collectively, all applicable securities Laws of the provinces of British Columbia, Alberta and Ontario and the federal Laws of Canada applicable therein, and the respective rules and regulations under such Laws together with applicable published instruments, notices and Orders of the securities regulatory authorities in such provinces.

(n) "**Authorization**" means, with respect to any Person, the approval of the TSX-V, and any Order, Permit, approval, waiver, licence or similar authorization of any Governmental Authority having jurisdiction over the Person.

(o) "**Business Day**" means any day of the year, other than a Saturday or Sunday, which banks are open for commercial banking business in Vancouver, British Columbia, Delaware, USA and Washington, DC, USA.

(p) "**Claim**" includes claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, informations or other similar processes, assessments or reassessments, judgments, debts, liabilities, penalties, fines, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing.

(q) "**Closing**" means the completion of the Transaction.

(r) "**Closing Date**" means a date to be agreed upon by the Parties in writing on which the Closing will occur.

(s) "**Closing Time**" means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time on the Closing Date as the Parties may agree in writing as the time at which the Closing shall take place.

(t) "**Computershare**" means Computershare Investor Services, Inc. the transfer agent and escrow agent for Alya.

(u) "**Continuous Disclosure Materials**" has the meaning specified in Section 4.1(m)(i).

(v) "**Contract**" means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding, joint venture, partnership or other right or obligation (written or oral) to which a Party is a party or by which it is bound or affected or to which any of their respective properties or assets is subject.

(w) "**Defaulting Party**" has the meaning specified in Section 10.1.

(x) "**Discloser**" has the meaning specified in Section 5.3(b).

(y) "**Due Diligence Period"** means the period whereby Alya and Snipp will review the business and affairs of each other, with such period expiring on October 30, 2011, excluding due diligence relating to Intellectual Property and any deficiencies of which Alya or Alya's legal counsel has provided notice to Snipp or to Snipp's legal counsel;

(z) "**Encumbrance**" means any encumbrance of any kind whatever and includes any pledge, lien, charge, security interest, lease, title retention agreement, mortgage, hypothec, restriction, royalty, right of first refusal, development or similar agreement, option or adverse Claim or encumbrance of any kind or character whatsoever or howsoever arising, and any right or privilege capable of becoming any of the foregoing.

(aa) "**Filing Statement**" means the filing statement of Alya prepared in accordance with TSX-V Form 3B2 - *Information Required in a Filing Statement for a Qualifying Transaction* as prescribed by TSX-V Policy 2.4.

(bb) "**Financing**" has the meaning specified in Section 7.1(g).

(cc) "**Finder's Fee Agreement**" means the agreement between Alya and Waheed Nazerali dated September 20, 2011, whereby Alya agreed to issue up to 400,000 Alya Shares to Mr. Nazerali at the Closing in consideration for certain services provided by Mr. Nazerali to Alya, such issuance being subject to TSX-V approval.

(dd) "**GAAP**" means Canadian generally accepted accounting principles.

(ee) "**Governmental Authority**" means: (i) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, ministry bureau, agency or entity, domestic or foreign; (ii) any stock exchange, including the TSX-V; (iii) any subdivision, agent, commission, board or authority of any of the foregoing; or (iv) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

(ff) "**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board.

(gg) "**Interim Period**" means the period between the close of business on the date of this Agreement and the Closing.

(hh) "**Intellectual Property**" means all: (i) trademarks, service marks, trade names and other indications or origin including all goodwill associated with all of the foregoing, in any jurisdiction; (ii) inventions, discoveries and ideas (whether patentable or unpatentable and whether or not reduced to practice), and all patents and applications for patents; (iii) trade secrets, know-how, confidential information, and other proprietary rights and information; (iv) copyrights and works of authorship, whether copyrightable or not, and all applications, registrations and renewals in connection therewith, in any jurisdiction; (v) internet domain names; (vi) computer technology, equipment, devices, systems, hardware, software and databases; and (vii) other similar intellectual property or proprietary rights.

(ii) "**IPO Escrow Agreement**" means the TSX-V Form 2F CPC Escrow Agreement, dated July 15, 2010, between Alya, Computershare and certain Alya Shareholders.

(jj) "**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, Orders, rulings, ordinances, judgments, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any Permit of or from any Governmental Authority or self-regulatory authority (including the TSX-V), and the term "**applicable**" with respect to such Laws and in a context that refers to a Party, means such Laws as are applicable to such Party and/or its subsidiaries or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party and/or its subsidiaries or its or their business, undertaking, property or securities.

(kk) "**Legal Proceeding**" means any litigation, hearing, Claim, grievance, arbitration or administrative proceeding or other proceeding or dispute resolution process and includes any appeal or review and any application for same.

(ll) "**Material Adverse Change**" means, with respect to Alya or Snipp, any event, change, circumstance or effect (any such item, an "**Effect**"), either individually or in the aggregate, that is or is reasonably likely to have a material adverse effect on the business, results of operations or financial condition of Alya or Snipp or on its ability to perform its obligations under this Agreement on a timely basis or to consummate the Transaction on a timely basis; provided, however, that in no event shall any of the following be deemed, either alone or in combination, to constitute, nor shall any of the following be taken into account in determining whether there has been, a Material Adverse Change with respect to Alya or Snipp: (i) any Effect related to the actions of or the public announcement or pendency of the Transaction; (ii) any Effect that results from any action taken pursuant to or in accordance with this Agreement or any action taken, or any failure to take action, to which has been consented to in writing by the other Parties; (iii) any Effect that results from general currency, TSX-V, securities or commodity market conditions; or (iv) any Effect that results from changes in general economic or financial conditions or general changes in the applicable industry including economic, legal or regulatory changes, except to the extent that such Effect adversely affects Alya or Snipp to a materially greater extent than it affects other entities in the same industry operating under the same economic, legal and regulatory framework.

(mm) "**Material Fact**" means a fact that would reasonably be expected to have a significant effect on the market price or value of the Alya Shares**.**

(nn) "**Non-Defaulting Party**" has the meaning specified in Section 10.1.

(oo) "**Order**" means any order (including any judicial or administrative order and the terms of any administrative consent), judgment, injunction, decree, ruling or award of any court, arbitrator or Governmental Authority.

(pp) "**Ordinary Course**" means, with respect to an action taken by a Person, that such action is consistent with the past practice of the Person and is taken in the ordinary course of the normal day-to-day business and operations of the Person.

(qq) "**Parties**" means Alya, Snipp, the Vendors and such Party's successors and permitted assigns, as if specifically named.

(rr) "**Payment Shares**" has the meaning specified in Section 2.2.

(ss) "**Permit**" means any license, permit, certificate, consent, Order, grant, approval, agreement, classification, restriction, registration or other authorization of, from or required by any Governmental Authority.

(tt) "**Person**" shall be broadly interpreted and includes any individual, sole proprietorship, partnership, limited partnership, firm, unincorporated association, unincorporated organization, syndicate, trust, joint venture, body corporate, Governmental Authority, and any other entity or organization of any nature whatsoever, and includes any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.

(uu) "**Purchase Price**" has the meaning specified in Section 2.2.

(vv) "**Qualifying Transaction**" has the meaning ascribed thereto in Policy 2.4 of the TSX-V Corporate Finance Manual.

(ww) "**Recipient**" has the meaning specified in Section 5.3(b).

(xx) "**Resulting Issuer**" means Alya after the Closing.

(yy) "**SEDAR**" means System for Electronic Document Analysis and Retrieval.

(zz) "**Snipp**" means Consumer Impulse Inc., a corporation existing under the laws of Delaware.

(aaa) "**Snipp Assets**" means all the property and assets of Snipp of every nature and kind and wheresoever situate, including all of the Intellectual Property owned or licensed by Snipp.

(bbb) "**Snipp Books and Records**" means all books of account, tax records, business reports, plans and projections and all other documents, files, correspondence and other information of Snipp (whether in written, printed, electronic or computer printout form).

(ccc) "**Snipp Business**" means the business carried on by Snipp, as described in the business plan delivered to Alya.

(ddd) "**Snipp Corporate Records**" means the corporate records of Snipp, including: (i) all charter documents; (ii) all minutes of meetings and resolutions of shareholders and directors (and any committees); (iii) the register of directors; and (iv) the stockholders' register.

(eee) "**Snipp Financial Information**" means the financial records of Snipp, including audited financial statements of Snipp for the two years ended December 31, 2009 and December 31, 2010, and the interim financial statements as at September 30, 2011.

(fff) "**Snipp Material Adverse Effect**" means any one or more changes, effects, events, occurrences or states of fact, either individually or in the aggregate that is, or would reasonably be expected to be, material and adverse to the assets, liabilities (whether absolute, accrued, conditional or otherwise and including any contingent liabilities that may arise through outstanding or pending litigation), business, operations, results of operations or financial condition of Snipp.

(ggg) "**Snipp Material Contracts**" means the agreements set forth in Schedule "A" hereto.

(hhh) "**Snipp Shares**" means the number of shares in the capital of Snipp as set forth next to each Vendor's name in Schedule "C" hereto.

(iii) "**Transaction**" means the acquisition by Alya of all of the issued and outstanding Snipp Shares in exchange for the issuance of: (a) 22,742,305 Alya Shares; (b) 37,499,997 Alya Preferred Shares; and (c) 6,188,688 Alya Snipp Warrants to the Vendors.

(jjj) "**TSX-V**" means the TSX Venture Exchange.

(kkk) "**TSX-V Restrictions**" means any applicable escrow requirements pursuant to any TSX-V policy.

(lll) "**Union**" means Union Securities Ltd.

(mmm) "**Union Commission**" means the commission to be paid by Alya to Union in connection with the Financing, being a cash fee equal to 7% of the gross proceeds realized by the Resulting Issuer in respect of the sale of the Units in the Financing for which it is entitled to the proceeds.

(nnn) "**Union Options**" means 605,000 previously unexercised options, issuable upon exercise of the non-transferable option issued by Alya to Union, at a price of C$0.10, until August 23, 2012.

(ooo) "**Union Warrants**" means the warrants of Alya exercisable to purchase common shares of Alya granted to Union in connection with the Financing at an exercise price of C$0.22 per Alya Share for a period of one year from the date of this Agreement, and for an exercise price of C$0.27 for a period of two years from the date of Closing.

(ppp) "**U.S. Tax Code**" means the United States Internal Revenue Code, Title 26 of the U.S. Code (26 USC), as may be amended from time to time.

(qqq) "**Vendors**" means, collectively, Ritesh Bhavnani, Rahoul Roy, Atul Sabharwal, Anthony Durkacz, Wilson A. Bell, Dave Colburn, Walter Giancola and Jonathan Bell.

(rrr) "**Vendors Escrow Agreement**" means the escrow agreement dated as of the Closing Date between the Resulting Issuer, Computershare, the Vendors and certain shareholders of the Resulting Issuer upon Completion of the Qualifying Transaction, excluding those securities already subject to the IPO Escrow Agreement, and with identical terms as those in the IPO Escrow Agreement.

Section 1.2 References.

The terms "Articles" and "Section" followed by a number and the terms "Schedule" and "Recital" followed by a letter refer to the specified Article, Section, Schedule or Recital in this Agreement unless otherwise expressly stated or the context otherwise requires.

Section 1.3 Headings, etc.

The division of this Agreement into Articles, Sections and Schedules and the insertion of headings are for convenience and reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 1.4 Included Words.

Words importing the singular number only will include the plural and vice versa where the context requires. Words importing a gender include all genders.

Section 1.5 Currency.

Unless otherwise indicated, references to "$" or "C$" are to Canadian dollars, and references to "US$ are to United States dollars.

Section 1.6 Including.

Where the word "including" or "includes" is used in this Agreement, it means "including (or includes), without limitation".

Section 1.7 Statutory References.

Unless otherwise specified, any reference in this Agreement to a statute includes all regulations, rules and policies made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements, supersedes or replaces any such statute, regulation, rule or policy.

Section 1.8 Knowledge.

Any reference to the knowledge of any Party means the actual knowledge of its named officers, where applicable, after making reasonable inquiries regarding the relevant matter.

Section 1.9 Schedules.

The schedule attached to and forming part of this Agreement is as follows:

Schedule "A" – Snipp Material Contracts
Schedule "B" – Alya Material Contracts"
Schedule "C" – Securities held by and to be Issued to the Vendors
Schedule "D" – Rights and Restrictions Attached to Alya Preferred Shares
Schedule 3.1(j) – Other Agreements to Purchase

ARTICLE 2
PURCHASED SECURITIES, PURCHASE PRICE AND VALUE

Section 2.1 Purchase and Sale.

Based on the representations, warranties, covenants and conditions contained herein, Alya agrees to purchase from the Vendors, and the Vendors agree to sell to Alya, all of the Snipp Shares.

Section 2.2 Purchase Price.

(a) The purchase price (the "**Purchase Price**") payable by Alya to the Vendors for the Snipp Shares shall be paid at Closing by the issuance:

(i) to the Vendors of 22,742,305 fully paid and non-assessable common shares of Alya (the "**Payment Shares**") at a deemed price of C$0.13 per Payment Share, as further detailed and set forth under each Vendor's name in Schedule "C" hereto;

(ii) to the Vendors 37,499,997 fully paid and non-assessable Alya Preferred Shares at a deemed price of $0.001 per Alya Preferred Share, as further detailed and set forth under each Vendor's name in Schedule "C" hereto; and

(iii) to the Vendors 6,188,688 Alya Snipp Warrants to purchase 6,188,688 Alya Shares at an exercise price of C$0.13 per Alya Share, exercisable for a period of five years from Closing, or an exercise price or term as may be required by the TSX-V, as further detailed and set forth under each Vendor's name in Schedule "C" hereto.

(b) The number of Alya Shares, Alya Preferred Shares and Alya Snipp Warrants to be issued to each Vendor are set forth in Schedule "C" hereto.

(c) If any calculation results in a number of Payment Shares, Alya Preferred Shares, Alya Snipp Warrants or Alya Financing Warrants that includes a fraction of an Alya Share, the number of Payment Shares, Alya Preferred Shares, Alya Snipp Warrants or Alya Financing Warrants, as applicable, to be received by the subject Vendor shall be rounded down to the next whole number.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF SNIPP AND THE VENDORS

Section 3.1 Representations and Warranties of Snipp.

Snipp represents and warrants as follows to Alya, and acknowledge and confirm that Alya is relying upon these representations and warranties in connection with the purchase by Alya of the Snipp Shares:

(a) **Capacity**. Snipp has the legal capacity and competence to execute, deliver and perform its obligations under this Agreement.

(b) **Validity of Agreement**. The execution, delivery and performance by Snipp of this Agreement:

(i) shall not result in a breach of, or cause the termination or revocation of, any Authorization or Contract held by Snipp;

(ii) shall not result in the violation of any Law or create any Encumbrances;

(iii) has been duly authorized by all necessary corporate action on the part of Snipp; and

(iv) does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of Snipp's charter or any Contracts or instruments to which Snipp is a party or pursuant to which any of its assets or property may be affected.

(c) **Execution and Binding Obligation**. This Agreement has been duly executed and delivered by Snipp and constitutes a legal, valid and binding obligation of Snipp, enforceable against Snipp in accordance with its terms.

(d) **Required Authorizations**. No filing with, notice to, or Authorization of, any Governmental Authority is required on the part of Snipp as a condition to the lawful completion of the transactions contemplated by this Agreement where the failure to make the filing, give the notice or obtain such authorization would have a Snipp Material Adverse Effect.

(e) **Required Consents**. There is no requirement to obtain any consent, approval or waiver of a party under any Snipp Material Contract to the completion of the transactions contemplated by this Agreement.

Snipp Corporate Matters.

(f) **Corporate Existence**. Snipp is duly incorporated and validly existing under the laws of Delaware and has full corporate power and authority to own the Snipp Assets and conduct the Snipp Business as now owned and conducted. Snipp is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary.

(g) **Authorized and Issued Capital**.

(i) The authorized and issued capital of Snipp as at the date of this Agreement is 2,000,000 common shares with a par value of US$0.001 per share and 700,000 Series A preferred shares with a par value of US$0.001 per share. As of the date of this Agreement:

(A) 1,998,020 common shares are issued and outstanding; and

(B) 700,000 Series A preferred shares are issued and outstanding;

(ii) the Snipp Shares are, and at the Closing Time shall be, the only outstanding securities of Snipp;

(iii) at the Closing Time the only registered and beneficial owners of the Snipp Shares are and will be the Vendors; and

(iv) all of the Snipp Shares have been or shall be issued in compliance with all applicable Laws of the United States of America.

(h) **Residence of Snipp.** Snipp is a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

(i) **Non-reporting Issuer.**

(i) Snipp is not a reporting issuer under Applicable Canadian Securities Laws;

(ii) there is no published market for the securities of Snipp; and

(iii) the number of security holders of Snipp is not, and at Closing shall not be, more than 50, exclusive of holders who are current or former employees of Snipp.

(j) **No Other Agreements to Purchase**. Except for Alya's right to acquire the Snipp Shares under this Agreement and the issuance of securities pursuant to the Financing, the Vendors will hold all right, title and interest in and to 100% of the issued securities of Snipp, free and clear of all Encumbrances, and except as otherwise provided for in Schedule 3.1(j), at no time has any other Person had any written or oral agreement, option or warrant or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming such for the purchase or acquisition of any securities of Snipp.

(k) **Dividends and Distributions**. Since incorporation, Snipp has not, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its shares of any class and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares of any class or agreed to do so.

(l) **Corporate Records**. The Snipp Corporate Records and Snipp Books and Records are complete and accurate and all corporate proceedings and actions reflected in the Snipp Corporate Records and Snipp Books and Records have been conducted or taken in compliance with all applicable Laws and with the charter documents of Snipp. Without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held; (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed; (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable by Snipp in connection with the transfer of any securities has been paid; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be.

(m) **Subsidiaries**. Snipp has one subsidiary as at the date of this Agreement, Snipp Canada Inc., and will have no additional subsidiaries upon completion of the Transaction, and excluding Snipp Canada Inc., holds no securities or other ownership, equity or proprietary interests in any other Person.

Snipp Business Matters.

(n) **Conduct of Business in Ordinary Course.** Snipp was incorporated on March 30, 2007. Since the date of incorporation, Snipp has only conducted the Snipp Business. Without limiting the generality of the foregoing, and except as disclosed in this Agreement and the Snipp Material Contracts, Snipp has not:

(i) sold, transferred or otherwise disposed of any Snipp Assets;

(ii) made any capital expenditure or commitment in excess of US$10,000;

(iii) increased its indebtedness for borrowed money or made any loan or advance, or assumed, guaranteed or otherwise became liable with respect to the liabilities or obligation of any Person in excess of US$100,000;

(iv) removed any director or terminated any officer or other senior employee;

(v) granted any general increase in the rate of wages, salaries, bonuses or other remuneration of any employees of Snipp except as may be required by the terms of a Snipp Material Contract;

(vi) suffered any extraordinary loss in excess of US$10,000, whether or not covered by insurance;

(vii) cancelled or waived any material Claims or rights;

(viii) compromised or settled any litigation, proceeding or other governmental action relating to the Snipp Assets, the Snipp Business or Snipp;

(ix) cancelled or reduced any of its insurance coverage; or

(x) authorized, agreed or otherwise committed, whether or not in writing, to do any of the foregoing.

(o) **Title to Snipp Assets**. Snipp has good and marketable title to the Snipp Assets free and clear of any actual, pending, or to the knowledge or belief of Snipp, threatened claims, Encumbrances, or set-offs whatsoever, including without limitation any action, proceeding or investigation affecting title to the Snipp Assets, at law or in equity, before any court, administrative agency or Governmental Authority, to all of the Snipp Assets and to any properties, except those sold in the Ordinary Course during such period, save and except in any case which would not have a Material Adverse Effect. Snipp has not granted or entered into any agreement, option, understanding or commitment or any Encumbrance of or disposal of the Snipp Assets or an interest therein or any right or privilege capable of becoming an agreement or option with respect to the Snipp Assets and will not do so prior to the Closing Date.

(p) **Sufficiency of Snipp Assets.** The Snipp Assets include all rights and property (other than working capital) necessary and sufficient to enable Alya to carry on the business of Snipp after the Closing substantially in the same manner as it was conducted by the Vendors prior to the Closing. The Snipp Assets are in good operating condition, subject to normal wear and tear, and reasonably fit and usable for the purposes for which they are being used. All of the Snipp Assets are in the possession of Snipp.

(q) **Intellectual Property.**

(i) Schedule "A" lists**:**

(A) all Intellectual Property owned by Snipp that is material to the Snipp Business as currently conducted;

(B) particulars of all registrations and applications for registration in respect of such Intellectual Property; and

(C) all contracts, licenses, leases and instruments in respect of Intellectual Property that is material to the Snipp Business.

(ii) Snipp has taken all commercially reasonable steps to protect its rights in and to the owned Intellectual Property that is material to the Snipp Business. Snipp is not a party to or bound by any contract, license, lease or instrument that limits or impairs its ability to use, sell, transfer, assign or convey, or that otherwise affects, any of the Intellectual Property owned by it that is material to the Business.

(iii) The contracts, licenses, leases and instrument listed in Schedule "A" are in full force and effect and are unamended and there are no outstanding defaults or breaches under any of them on the part of Snipp which would have a Snipp Material Adverse Effect.

(iv) To the knowledge of Snipp, the operation of the Snipp Business does not infringe upon the Intellectual Property rights of any Person.

(v) To the knowledge of Snipp, no Person is currently infringing any of the Intellectual Property owned by or licensed to Snipp which infringement would have a Snipp Material Adverse Effect.

(r) **Software.** Schedule "A" lists all computer software and programs owned by or licensed to Snipp that are material to the Snipp Business, and all contracts, licenses, leases and instruments in respect of such software. Such contracts, licenses, leases and instruments are in full force and effect and are unamended and there are no outstanding defaults or breaches under any of them on the part of Snipp which would have a Snipp Material Adverse Effect.

(s) **Access to Data**. Information relating to the Snipp Business is not recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which will not be available to Snipp in the Ordinary Course.

(t) **Compliance with Laws**. Snipp is conducting and has always conducted the Snipp Business in compliance with all applicable Laws other than acts of non-compliance which, in the aggregate, are not material.

(u) **Authorizations**. Snipp owns, holds, possesses or lawfully uses in the operation of the Snipp Business, all Authorizations which are, in any manner, necessary for it to conduct the Snipp Business as presently or previously conducted or for the ownership and use of the Snipp Assets in compliance with all applicable Laws. Each Authorization is valid, subsisting and in good standing, Snipp is not in default or breach of any Authorization and, to the knowledge of Snipp, no proceeding is pending or threatened to revoke or limit any Authorization. All Authorizations are renewable by their terms or in the Ordinary Course without the need for Snipp to comply with any special rules or procedures, agree to any materially different terms or conditions or pay any amounts other than routine filing fees.

(v) **Material Contracts**. Except for the Snipp Material Contracts as set forth in Schedule "A", Snipp is not a party to or bound by:

(i) any continuing Contract for the purchase of materials, supplies, equipment or services;

(ii) any Contract that expires or may be renewed at the option of any Person so as to expire more than one year after the date of this Agreement;

(iii) any trust indenture, mortgage, promissory note, loan agreement or other Contract for the borrowing of money, any currency exchange, commodities or other hedging arrangement or any leasing transaction of the type required to be capitalized in accordance with IFRS;

(iv) any Contract for capital expenditures;

(v) any Contract pursuant to which Snipp is a lessor of any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property;

(vi) any Contract with any Person with whom Snipp does not deal at arm's length; or

(vii) any agreement of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the obligations, liabilities (whether accrued, absolute, contingent or otherwise) or indebtedness of any other Person.

(w) **No Breach of Material Contracts**. Snipp has performed all of the obligations required to be performed by it and is entitled to all benefits under, and to the knowledge of Snipp is not alleged to be in default of any Snipp Material Contract. Each of the Snipp Material Contracts is in full force and effect, unamended, and to the knowledge Snipp there exists no default or event of default or event, occurrence, condition or act (including the purchase of the Snipp Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default under any Snipp Material Contract. True, correct and complete copies of all Snipp Material Contracts have been delivered to Alya.

(x) **No Breach of Other Contracts**. Snipp has not violated or breached, in any material respect, any of the terms or conditions of any Contract (other than the Snipp Material Contracts), and to the knowledge of Snipp, all of the covenants to be performed by any other party to such Contracts have been fully performed in all material respects.

(y) **Litigation**. There are no actions, suits or proceedings, at Law or in equity, by any Person, nor any arbitration, administrative or other proceeding by or before (or to the knowledge of Snipp any investigation by) any Governmental Authority pending, or, to the knowledge of Snipp, threatened against or affecting Snipp, the Snipp Business, or any of the Snipp Assets, and to the knowledge of Snipp no valid basis for any such action, suit, proceeding, arbitration or investigation by or against Snipp. Snipp is not subject to any judgment, Order or decree entered in any lawsuit or proceeding nor has Snipp settled any Claim prior to being prosecuted in respect of it. Snipp is not the plaintiff, defendant or complainant in any action, suit or proceeding.

Snipp Financial Matters.

(z) **Financial Records**. All Snipp Financial Records have been fully, properly and accurately kept and completed in all material respects.

(aa) **Financial Statements**. The audited financial statements of Snipp for the fiscal years ended December 31, 2009 and 2010 and the interim financial statements for the period ended September 30, 2011 have been, or will be, prepared in accordance with IFRS applied on a basis consistent with those of previous fiscal years, are true and correct and present fairly the assets, liabilities, (whether accrued, absolute, contingent or otherwise) and financial position of Snipp as at the respective dates of the relevant statements and the results of operations and the changes in financial position of Snipp for the periods specified.

(bb) **No Liabilities**. Snipp has no liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise) in each case other than as set for in the balance sheet forming part of the Snipp Financial Records.

(cc) **Taxes**. All federal, state, local and foreign income, profits, franchise, sales, use, occupancy, excise and other taxes and assessments (including interest and penalties) that are or may become payable by or due from Snipp have been fully paid or fully disclosed. There are no outstanding agreements or waivers extending the statutory period providing for an extension of time with respect to the assessment or re-assessment of tax or the filing of any tax return by, or any payment of any tax by Snipp, no notice or letter has been received and to the knowledge of Snipp, no examination of any tax return of Snipp is currently in progress. There are no Claims, actions, suits or proceedings (or, to the knowledge of Snipp, any investigation) pending, or to the knowledge of Snipp, threatened against Snipp relating to taxes and Snipp knows of no valid basis for any such Claim, action, suit, proceeding, investigation or discussion.

(dd) **Auditors.** Since the Interim Balance Sheet Date, Snipp has not made any change in any method of accounting practice.

(ee) **Debt, Guarantees.** Snipp has not increased its indebtedness for borrowed money or made any loan or advance, or assumed, guaranteed or otherwise become liable with respect to the liabilities or obligations of any person, except in the Ordinary Course consistent with past practices.

(ff) **Bank Accounts**. The Snipp Financial Information includes a correct and complete list showing the name of each bank in which Snipp has an account or safe deposit box and the names of all Persons authorized to draw on the account or to have access to the safety deposit box.

Miscellaneous.

(gg) **Real Property.** Snipp does not own or have any interest in any material real property; and

(hh) **Employees.** Snipp has never been a party to any collective employment agreements and has no pension or benefit plans.

(ii) **Payments to Directors and Officers.** No payments of any kind have been made or authorized by or on behalf of Snipp to or on behalf of directors, officers, shareholders or employees of Snipp or under any management agreements with Snipp other than in the Ordinary Course. Notwithstanding the foregoing, Alya acknowledges that in accordance with the agreement of the Parties, the directors of Snipp shall remove all cash on hand as of the Closing Date and shall distribute such funds as they in their sole discretion consider advisable, so that on Closing, Snipp shall have a minimum of US$10,000 in its accounts receivable.

(jj) **Arm's Length Transactions.** Snipp is not a party to any Contract, agreement or understanding with any director, employee, shareholder or any other Person not dealing at arm's length with Snipp.

(kk) **Indebtedness of Directors and Officers.** None of the directors, officers or employees of Snipp are now indebted or under an obligation to Snipp on any account whatsoever.

(ll) **Agents.** Snipp has not incurred any obligation or liability, contingent or otherwise, for agent's fees, agent's commissions, finder's fees or any like payment in respect of the Transaction.

(mm) **Full Disclosure**. This Agreement: (i) does not contain any untrue statement of a Material Fact in respect of Snipp or the affairs, operations or condition of Snipp; and (ii) does not omit any statement of a Material Fact necessary in order to make the statements in respect of Snipp or the affairs, operations or condition of Snipp contained herein not misleading.

(nn) **Absence of Changes.** Since the date of incorporation, there has not been any termination, amendment or revocation of any Permit or any damage, destruction, loss, labour dispute or other event, development or condition of any character (whether or not covered by insurance) which has had, or could reasonably be expected to have, a Snipp Material Adverse Effect.

Section 3.2 Representations and Warranties of the Vendors

Each of the Vendors hereby severally represent and warrant as follows to Alya, and acknowledge and confirm that Alya is relying upon these representations and warranties in connection with the purchase by Alya of the Snipp Shares:

(a) **Capacity**. Each of the Vendors has the legal capacity and competence to execute, deliver, and perform their obligations under this Agreement.

(b) **Due Authorization**. The Vendors have the right, power and authority to sell the Snipp Shares as contemplated in this Agreement.

(c) **Execution and Binding Obligation**. This Agreement has been duly executed and delivered by the Vendors and constitutes a legal, valid and binding obligation of the Vendors, enforceable against the Vendors in accordance with its terms.

(d) **Authorized and Issued Capital**.

(i) The authorized and issued capital of Snipp as at the date of this Agreement is 2,000,000 common shares with a par value of US$0.001 per share and 700,000 Series A preferred shares with a par value of US$0.001 per share. As of the date of this Agreement:

(A) 1,998,020 common shares are issued and outstanding; and

(B) 700,000 Series A preferred shares are issued and outstanding;

(ii) the Snipp Shares are, and at the Closing Time shall be, the only outstanding securities of Snipp;

(iii) at the Closing Time the only registered and beneficial owners of the Snipp Shares are and will be the Vendors; and

(iv) all of the Snipp Shares have been or shall be issued in compliance with the Delaware General Corporate Code (DGCL).

(e) **No Other Agreements to Purchase**. Except for Alya's right to acquire the Snipp Shares under this Agreement and the issuance of securities pursuant to the Financing, the Vendors will hold all right, title and interest in and to 100% of the issued securities of Snipp, free and clear of all Encumbrances, and except as otherwise provided for in Schedule 3.1(j), at no time has any other Person had any written or oral agreement, option or warrant or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming such for the purchase or acquisition of any securities of Snipp.

Section 3.3 Survival of Representations and Warranties.

The representations and warranties made by Snipp and the Vendors and contained in this Agreement, and in any document and in any agreement, certificate, affidavit, statutory declaration or other document delivered or given pursuant to this Agreement or any document shall survive the Closing Date and, notwithstanding the Closing or any investigation made by or on behalf of Alya with respect thereto, shall continue in full force and effect for the benefit of Alya; provided, however, that no claim in respect thereof shall be valid unless it is made within the following time periods:

(a) in the case of a claim in respect of a representation or warranty based on fraud, authorized and issued capital and ownership of the Snipp Shares, there shall be no time limit within which such a claim may be made;

(b) in the case of a claim in respect of a representation or warranty based on taxes, within the applicable reassessment period for Snipp's taxation year ending on the Closing Date; and

(c) in the case of a claim in respect of any other representation or warranty, within a period of one year from the Closing Date.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF ALYA

Section 4.1 Representations and Warranties of Alya

Alya represents and warrants as follows to Snipp and acknowledges and confirms that Snipp is relying upon these representations and warranties in connection with the purchase by Alya of the Snipp Shares:

(a) **Capacity**. Alya has the legal capacity and competence to execute, deliver and perform its obligations under this Agreement, including paying the Purchase Price to the Vendors.

(b) **Validity of Agreement**. The execution, delivery and performance by Alya of this Agreement:

(i) shall not result in a breach of, or cause the termination or revocation of, any Authorization or Contract held by Alya;

(ii) shall not result in the violation of any Law or create any Encumbrances;

(iii) has been duly authorized by all necessary corporate action on the part of Alya; and

(iv) does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of Alya's constating documents or any Contracts or instruments to which Alya is a party or pursuant to which any of its assets or property may be affected.

(c) **Due authorization.** Alya has the right, power and authority to purchase the Snipp Shares as contemplated in this Agreement.

(d) **Execution and Binding Obligation**. This Agreement has been duly executed and delivered by Alya and constitutes a legal, valid and binding obligation of Alya, enforceable against Alya in accordance with its terms.

(e) **Required Authorizations**. Except for the TSX-V, no filing with, notice to, or Authorization of, any Governmental Authority is required on the part of Alya as a condition to the lawful completion of the transactions contemplated by this Agreement where the failure to make the filing, give the notice or obtain such authorization would have an Alya Material Adverse Effect.

(f) **Required Consents**. With the exception of certain consents required by the TSX-V, there is no requirement to obtain any consent, approval or waiver of a party under any Alya Material Contract to the completion of the transactions contemplated by this Agreement.

Alya Corporate Matters.

(g) **Corporate Existence**. Alya is duly incorporated and validly existing and in good standing under the laws of the Province of British Columbia and has full corporate power and authority to own the Alya Assets and conduct its business as now owned and conducted. Alya is duly qualified to carry on business and is in good standing in the Province of British Columbia.

(h) **Authorized and Issued Capital**. The authorized and issued capital of Alya consists of an unlimited number of common shares without par value and an unlimited number of Alya Preferred Shares. As at the date of this Agreement:

(i) 10,550,000 Alya Shares are issued and outstanding (with 4,500,000 of the issued and outstanding common shares held in escrow pursuant to the IPO Escrow Agreement); and

(ii) no Alya Preferred Shares are issued and outstanding.

All of the Alya Shares and Alya Preferred Shares have been and shall be issued in compliance with all applicable Laws including the Applicable Canadian Securities Laws.

(i) **Residence of Alya.** Alya is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

(j) **Reporting Issuer Status.** Alya is a reporting issuer in the Canadian provinces of British Columbia and Alberta, is not in default of any of the requirements of the Applicable Canadian Securities Laws and its name does not appear on the lists of defaulting reporting issuers maintained by the British Columbia Securities Commission or the Alberta Securities Commission.

(k) **Listed for Trading.** All of the issued and outstanding Alya Shares are listed and posted for trading on the TSX-V. Alya is not in default of any of the terms and conditions of its listing agreement with the TSX-V or of any of the rules and policies of the TSX-V, and Alya, immediately prior to the Closing, has, and immediately after the Closing, shall have, adequate public distribution of its common shares to meet the TSX-V's Policy 2.1 – *Initial Listing Requirements*, as may be amended from time to time.

(l) **Cease Trading.** Except for the anticipated trading halt to be implemented by the TSX-V in connection with this Agreement, the Alya Shares are not subject to or affected by any actual or, to the knowledge of Alya, pending or threatened cease trading, compliance or denial of use of exemptions Orders of, or action, investigation or proceeding by or before, any securities regulatory authority, court, administrative agency or other tribunal.

(m) **Accuracy of Continuous Disclosure Record**.

(i) All documents previously published or filed by Alya with the British Columbia Securities Commission or the Alberta Securities Commission or available under Alya's profile on SEDAR at www.sedar.com (the "**Continuous Disclosure Materials**") contain no untrue statement of a Material Fact as at the date thereof nor do they omit to state a Material Fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made and were prepared in accordance with and complied with Applicable Canadian Securities Laws.

(ii) Since becoming a reporting issuer, Alya has filed with all applicable securities regulatory authorities all forms, reports and documents required to be filed by it pursuant to all applicable Laws, instruments and policies and all such filings, when made, complied in all material respects with the then applicable Laws, instruments and policies. The Continuous Disclosure Materials are materially accurate and may be relied upon by Snipp in consummating the Transaction; and in particular, without limiting the foregoing, Alya has made timely disclosure of all material changes relating to it and no such disclosure has been made on a confidential basis and there is no material change relating to Alya which has occurred with respect to which the requisite material change report has not been filed.

(n) **No Other Agreements to Purchase**. Except for the Vendors' rights under this Agreement, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming such for the purchase or acquisition of any securities of Alya other than: (a) the Alya Options; (b) the Finder's Fee Agreement; and (c) the Union Options.

(o) **Transfer Agent and Registrar.** Computershare Investor Services Inc. has been duly appointed as the transfer agent and registrar for the Alya Shares.

(p) **Concerning the Payment Shares**. Upon their issuance, the Payment Shares will be validly issued and outstanding as fully paid and non-assessable Alya Shares registered in the names of the Vendors, free and clear of all voting restrictions, trade restrictions (except as may be required under any TSX-V Restrictions or Applicable Canadian Securities Laws) and Encumbrances of any kind whatsoever and listed and posted for trading on the TSX-V**.**

(q) **Concerning the Alya Preferred Shares.** Upon their issuance, the Alya Preferred shares will be validly issued and outstanding as fully paid and non-assessable Alya Preferred Shares in the names of the Vendors, subject to such rights and restrictions as set forth in Schedule "D" hereto.

(r) **Dividends and Distributions**. Since incorporation, Alya has not, directly or indirectly, declared or paid any dividends or declared or made any other distribution on any of its shares of any class and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of its shares of any class or agreed to do so.

(s) **Corporate Records**. The Alya Corporate Records and Alya Books and Records are complete and accurate and all corporate proceedings and actions reflected in the Alya Corporate Records and Alya Books and Records have been conducted or taken in compliance with all applicable Laws and with the articles of Alya. Without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors and Alya Shareholders held since incorporation and all such meetings were properly called and held; (ii) the minute books contain all resolutions passed by the directors and Alya Shareholders (and committees, if any) and all such resolutions were properly passed; (iii) the register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of any securities has been paid; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be.

(t) **Subsidiaries**. Alya has no subsidiaries, and holds no shares or other ownership, equity or proprietary interests in any other Person.

Alya Business Matters.

(u) **Conduct of Business in Ordinary Course.** Except as disclosed in the Continuous Disclosure Materials and other than in connection with the Transaction, Alya has not:

(i) sold, transferred or otherwise disposed of any Alya Assets;

(ii) made any capital expenditure or commitment;

(iii) increased its indebtedness for borrowed money or made any loan or advance, or assumed, guaranteed or otherwise became liable with respect to the liabilities or obligation of any Person;

(iv) removed any auditor or director or terminated any officer or other senior employee;

(v) granted any general increase in the rate of wages, salaries, bonuses or other remuneration of any employees of Alya except as may be required by the terms of an Alya Material Contract;

(vi) suffered any extraordinary loss, whether or not covered by insurance;

(vii) cancelled or waived any material Claims or rights;

(viii) compromised or settled any litigation, proceeding or other governmental action relating to Alya or the Alya Assets;

(ix) cancelled or reduced any of its insurance coverage; or

(x) authorized, agreed or otherwise committed, whether or not in writing, to do any of the foregoing.

(v) **Compliance with Laws**. Alya is in compliance and has always been in compliance with all applicable Laws other than acts of non-compliance which, in the aggregate, are not material.

(w) **Authorizations.** Alya owns, holds, possesses or lawfully uses in the operation of its business, all Authorizations which are, in any manner, necessary for it to conduct its business as presently or previously conducted or for the ownership and use of the Alya Assets in compliance with all applicable Laws. Each Authorization is valid, subsisting and in good standing, Alya is not in default or breach of any Authorization and, to the knowledge of Alya, no proceeding is pending or threatened to revoke or limit any Authorization. All Authorizations are renewable by their terms or in the Ordinary Course without the need for Alya to comply with any special rules or procedures, agree to any materially different terms or conditions or pay any amounts other than routine filing fees.

(x) **Alya Material Contracts**. Except for the Alya Material Contracts listed in Schedule "B" or which has been or will be entered into in connection with the Transaction, Alya is not a party to or bound by:

(i) any continuing Contract for the purchase of materials, supplies, equipment or services;

(ii) any Contract that expires or may be renewed at the option of any Person so as to expire more than one year after the date of this Agreement;

(iii) any trust indenture, mortgage, promissory note, loan agreement or other Contract for the borrowing of money, any currency exchange, commodities or other hedging arrangement or any leasing transaction of the type required to be capitalized in accordance with IFRS;

(iv) any Contract for capital expenditures;

(v) any Contract pursuant to which Alya is a lessor of any machinery, equipment, motor vehicles, office furniture, fixtures or other personal property;

(vi) any Contract with any Person with whom Alya does not deal at arm's length; or

(vii) any agreement of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the obligations, liabilities (whether accrued, absolute, contingent or otherwise) or indebtedness of any other Person.

(y) **No Breach of Material Contracts**. Alya has performed all of the obligations required to be performed by it and is entitled to all benefits under, and is not alleged to be in default of any Alya Material Contract. Each of the Alya Material Contracts is in full force and effect, unamended, and there exists no default or event of default or event, occurrence, condition or act (including the purchase of the Snipp Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default under any Alya Material Contract. True, correct and complete copies of all Alya Material Contracts have been delivered to Snipp on behalf of the Vendors.

(z) **No Breach of Other Contracts**. Alya has not violated or breached, in any material respect, any of the terms or conditions of any Contract (other than the Alya Material Contracts), and to the knowledge of Alya, all of the covenants to be performed by any other party to such Contracts have been fully performed in all material respects.

(aa) **Litigation**. There are no actions, suits or proceedings, at Law or in equity, by any Person nor any arbitration, administrative or other proceeding by or before (or to the knowledge of Alya, any investigation by) any Governmental Authority pending, or, to the knowledge of Alya, threatened against or affecting Alya or any of the Alya Assets, and Alya knows of no valid basis for any such action, suit, proceeding, arbitration or investigation by or against Alya. Alya is not subject to any judgment, Order or decree entered in any lawsuit or proceeding nor has Alya settled any Claim prior to being prosecuted in respect of it. Alya is not the plaintiff, defendant or complainant in any action, suit or proceeding.

Alya Financial Matters.

(bb) **Financial Records**. All Financial Records have been fully, properly and accurately kept and completed in all material respects.

(cc) **Financial Statements**. The audited financial statements of Alya for the fiscal year ended March 31, 2011 have been prepared in accordance with Canadian GAAP and any quarterly financial statements of Alya to be included in the Filing Statement have been, or will be, prepared in accordance with IFRS, each applied on a basis consistent with those of previous fiscal years, are true and correct and present fairly the assets, liabilities, (whether accrued, absolute, contingent or otherwise) and financial position of Alya as at the respective dates of the relevant statements and the results of operations and the changes in financial position of Alya for the periods specified.

(dd) **No Liabilities**. Alya has no liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise) in each case other than as set for in the balance sheet forming part of the Alya Financial Records.

(ee) **Taxes**. All federal, provincial, local and foreign income, profits, franchise, sales, use, occupancy, excise and other taxes and assessments (including interest and penalties) that are or may become payable by or due from Snipp have been fully paid or fully disclosed. There are no outstanding agreements or waivers extending the statutory period providing for an extension of time with respect to the assessment or re-assessment of tax or the filing of any tax return by, or any payment of any tax by Alya, no notice of assessment or reassessment has been received and to the knowledge of Alya, no examination of any tax return of Alya is currently in progress. There are no Claims, actions, suits or proceedings (or, to the knowledge of Alya, any investigation) pending, or to the knowledge of Alya, threatened against Alya relating to taxes and Alya knows of no valid basis for any such Claim, action, suit, proceeding, investigation or discussion.

Miscellaneous.

(ff) **Payments to Directors and Officers.** No payments of any kind have been made or authorized by or on behalf of Alya to or on behalf of directors, officers, shareholders or employees of Alya or under any management agreements with Alya other than in the Ordinary Course.

(gg) **Arm's Length Transactions.** Except as disclosed in Section 4.1(gg), Alya is not a party to any Contract, agreement or understanding with any director, employee, shareholder or any other Person not dealing at arm's length with Alya.

(hh) **Indebtedness of Directors and Officers.** None of the directors, officers or employees of Alya are now indebted or under an obligation to Alya on any account whatsoever.

(ii) **Agents.** Other than set forth in this Agreement, or in connection with the Transaction or the Financing, Alya has not incurred any obligation or liability, contingent or otherwise, for agent's fees, agent's commissions, finder's fees or any like payment in respect of the Transaction.

(jj) **Full Disclosure**. This Agreement: (i) does not contain any untrue statement of a Material Fact in respect of Alya or the affairs, operations or condition of Alya; and (ii) does not omit any statement of a Material Fact necessary in order to make the statements in respect of Alya or the affairs, operations or condition of Alya contained herein not misleading.

(kk) **Absence of Changes.** Since the date of incorporation, there has not been any termination, amendment or revocation of any Permit or any damage, destruction, loss, labour dispute or other event, development or condition of any character (whether or not covered by insurance) which has had, or could reasonably be expected to have, an Alya Material Adverse Effect.

Section 4.2 Survival of Representations and Warranties.

The representations and warranties made by Alya and contained in this Agreement, and in any document and in any agreement, certificate, affidavit, statutory declaration or other document delivered or given pursuant to this Agreement or any document shall survive the Closing and, notwithstanding the Closing or any investigation made by or on behalf of Snipp or the Vendors with respect thereto, shall continue in full force and effect for the benefit of Snipp and the Vendors; provided, however, that no claim in respect thereof shall be valid unless it is made within the following time periods:

(a) in the case of a claim in respect of a representation or warranty based on fraud or authorized and issued capital, there shall be no time limit within which such a claim may be made;

(b) in the case of a claim in respect of a representation or warranty based on taxes, within the applicable reassessment period for Alya's taxation year ending on the Closing Date; and

(c) in the case of a claim in respect of any other representation or warranty, within a period of one year from the Closing Date.

ARTICLE 5
PRE-CLOSING COVENANTS OF THE PARTIES

Section 5.1 Alya Conduct of Business Prior to Closing.

Except as contemplated by this Agreement or the Financing, during the Interim Period, Alya shall continue to carry on its business and maintain its assets in the Ordinary Course, and shall not:

(a) issue any securities except:

(i) pursuant to the exercise of the Alya Options;

(ii) pursuant to the exercise of the Union Options; or

(iii) up to 400,000 Alya Shares in connection with the Finder's Fee Agreement;

(b) make any expenditure, other than in connection with:

(i) ongoing public filings and corporate maintenance requirements; and

(ii) sponsorship, legal and accounting expenses relating to the Transaction;

(c) declare or pay or set aside any dividends or distribute any of its assets to Alya Shareholders;

(d) enter into any material Contracts, other than in connection with the Transaction;

(e) alter or amend its constating documents as they exist as of the date hereof;

(f) effect any subdivision, consolidation or reclassification of any of its share capital;

(g) redeem, purchase or offer to purchase any Alya Shares or other securities;

(h) make any reduction in or otherwise make any payment on account of its paid-up capital;

(i) reorganize, amalgamate or merge with any other entity or other business organization whatsoever;

(j) incur any debt other than debt incurred in the Ordinary Course or to cease to maintain its good standing under applicable corporate and securities Laws;

(k) grant any director, officer or employee who has a policy-making function any compensation or severance or termination pay or enter into any employment or consulting agreement with any such director, officer or employee, or hire or promote any such Person;

(l) enter into or modify any employment, severance, collective bargaining or similar agreements, policies or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any of its employees, officers or directors, other than pursuant to agreements in effect on the date hereof;

(m) engage in any business enterprise or other activity different from that carried on as of the date of this Agreement; or

(n) take any action which would be outside the Ordinary Course or which may result in a Material Adverse Change with respect to Alya, Snipp or a Snipp Material Adverse Effect.

Section 5.2 Snipp Conduct of Business Prior to Closing.

Except as contemplated by this Agreement, during the Interim Period, Snipp shall continue to carry on its business and maintain its assets in the Ordinary Course, and shall not:

(a) without the prior written consent of Alya, enter into any material contract other than in the Ordinary Course, or make any expenditure, other than:

(i) in the Ordinary Course; or

(ii) relating to the Transaction;

(b) issue any securities;

(c) declare or pay or set aside any dividends or distribute any of its assets to Vendors;

(d) alter or amend its constating documents as they exist of the date hereof;

(e) effect any subdivision, consolidation or reclassification of any of its share capital;

(f) redeem, purchase or offer to purchase any of its shares or other securities;

(g) make any reduction in or otherwise make any payment on account of its paid-up capital;

(h) reorganize, amalgamate or merge with any other entity or other business organization whatsoever;

(i) incur any debt other than debt incurred in the Ordinary Course or to cease to maintain its good standing under applicable corporate and securities Laws;

(j) without the prior written consent of Alya, grant any director, officer or employee who has a policy-making function any increase in compensation or in severance or termination pay or enter into any employment or consulting agreement with any such director, officer or employee, or hire or promote any such Person;

(k) without the prior written consent of Alya, enter into or modify any employment, severance, collective bargaining or similar agreements, policies or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any of its employees, officers or directors, other than pursuant to agreements in effect on the date hereof;

(l) engage in any business enterprise or other activity different from that carried on as of the date of this Agreement; or

(m) take any action which would be outside the Ordinary Course or which may result in a Material Adverse Change with respect to Alya, Snipp or an Alya Material Adverse Effect.

Section 5.3 Due Diligence.

For the purposes of allowing any Party to review the business and affairs of another so as to enable each other to determine if there are any facts relating to the Transaction which, if known to the other Party, would cause it to elect not to proceed with the Transaction, Snipp and Alya permit each other to conduct, during the Due Diligence Period, satisfactory legal due diligence and such investigation of the financial condition, contractual obligations, business and corporate affairs of Snipp and Alya as each Party may deem reasonably necessary or advisable in order to ensure that each of the representations, warranties, covenants and agreements are as required by each Party.

(a) No investigations made by or on behalf of Alya or Snipp, whether under this Section 5.3 or any other provision of this Agreement, shall have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made in this Agreement.

(b) Each of the Parties acknowledges that all information provided by one Party to another Party (a "**Recipient**") is confidential, agrees that such information shall not be used other than in furtherance of the purpose of this Agreement and the Transaction and that until the Closing and in the event of termination of this Agreement without Closing, each of the Parties shall keep such information confidential and shall not use such information for any improper purpose or disclose to any other Person any information obtained from another Party (the "**Discloser**") or its agents and representatives, unless such information:

(i) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement;

(ii) becomes available to the Recipient on a non-confidential basis from a source other than the Discloser or its agents or representatives, unless the Recipient knows that such source is prohibited from disclosing the information to the Recipient by a contractual, fiduciary or other legal obligation; or

(iii) was known to the Recipient on a non-confidential basis before its disclosure to the Recipient by the Discloser or its agents or representatives.

In the event the Recipient is required by Law to disclose any confidential information, the Recipient shall, to the extent not prohibited by applicable Law, provide the Discloser with prompt notice of such requirements so that the Discloser may seek a protective Order or other appropriate remedy or waive compliance with the provisions of this Section 5.3(b) and shall assist the Discloser however practicable in connection with same.

Subject to the next sentence, if this Agreement is terminated, promptly after such termination the Recipient shall return or cause to be returned or destroyed all documents, work papers and other material (whether in written, printed or electronic form and including all copies) obtained from the Discloser or its agents and representatives in connection with this Agreement and not previously made public together with all derivative materials prepared or created by the Recipient. The Recipient may retain one copy of all such documents, work papers and other materials in a sealed envelope left with its solicitors, which sealed envelope is not to be opened except in circumstances where this Agreement or the Transaction are the subject of litigation or otherwise with the consent of the Discloser.

Section 5.4 Exclusive Dealing.

During the Interim Period, none of the Vendors, Snipp or Alya shall directly or indirectly, solicit, initiate, or encourage any expressions of interest, inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any inquiries or proposals from, or enter into any agreement with, any Person relating to:

(a) any transaction involving the sale of any Snipp Shares (other than as permitted in this Agreement) or any other business combination;

(b) a possible sale, merger amalgamation, arrangement, share exchange, business combination or similar transaction;

(c) any purchase of all or a significant portion of its assets of or any equity interest, except as contemplated in this Agreement;

(d) in the case of Snipp and the Vendors, an initial public offering, registration of its securities or listing on any stock exchange, trading system or automated quotation dealer system; or

(e) any transaction which would or could constitute Alya's "Qualifying Transaction", as such term is defined in Policy 2.4 of the TSX-V.

Section 5.5 Public Announcements.

The Parties shall jointly plan and co-ordinate any public notices, press releases, and any other publicity concerning this Agreement and the Transaction and no Party shall act in this regard without the prior approval of the other Parties, such approval not to be unreasonably withheld or delayed, unless such disclosure is required to meet timely disclosure obligations of any Party under applicable Laws or TSX-V rules. In circumstances where prior consultation with the other Parties is not practicable, and to the extent reasonably practicable, a copy of such disclosure shall be provided to the other Parties at such time as it is made publicly available.

Section 5.6 Alya Board Constitution Post-Closing and Name Change.

Alya shall take all necessary steps to:

(a) replace the existing board of directors of Alya with a total of four members, being: Atul Sabharwal, Ritesh Bhavnani, Bruce Cousins and one independent director who is mutually acceptable to both Parties, subject to approval of the TSX-V, concurrently with Closing; and

(b) change Alya's name to Snipp Interactive Inc., and make a corresponding change to its stock symbol, concurrently with Closing.

Section 5.7 Actions to Satisfy Closing Conditions.

(a) Snipp shall take all such actions as are within its power to control and use reasonable commercial efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 7.1 and Section 7.3 including ensuring that during the Interim Period and at Closing, there is no breach of any of the representations and warranties given by Snipp in Section 3.1.

(b) Alya shall take all such actions as are within its power to control and use reasonable commercial efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 7.1 and Section 7.2 including ensuring that during the Interim Period and at Closing, there is no breach of any of the representations and warranties given by Alya in Section 4.1.

Section 5.8 Issuance of Payment Shares and Alya Preferred Shares.

Alya shall take all necessary corporate steps and corporate proceedings to:

(a) permit the Payment Shares, upon their issuance, to be validly issued and outstanding as fully paid and non-assessable Alya Shares registered in the names of the Vendors, free and clear of all voting restrictions, trade restrictions (except as may be required under any TSX-V Restrictions or Applicable Canadian Securities Laws) and Encumbrances of any kind whatsoever and listed and posted for trading on the TSX-V; and

(b) permit the Alya Preferred Shares, upon their issuance, to be validly issued and outstanding as fully paid and non-assessable Alya Preferred Shares registered in the names of the Vendors, free and clear of any Encumbrances, subject to the rights and restrictions set forth in Schedule "D" hereto.

Section 5.9 Issuance of Alya Snipp Warrants and Union Warrants.

Alya shall take all necessary corporate steps and corporate proceedings to permit the Alya Snipp Warrants and the Union Warrants upon their issuance to be validly issued, and upon conversion of the Alya Snipp Warrants and the Union Warrants, the underlying Alya Shares to be validly issued, fully paid and non-assessable Alya Shares registered in the names of the Vendors or Union, as applicable, free and clear of all voting restrictions, trade restrictions (except as may be required under Applicable Canadian Securities Laws) and Encumbrances of any kind whatsoever and listed and posted for trading on the TSX-V.

Section 5.10 Filings and Authorizations.

(a) Alya and Snipp, as promptly as practicable after the execution of this Agreement, shall use commercially reasonable efforts to: (i) make, or cause to be made, all filings and submissions under all Laws applicable to it, that are required to consummate the Transaction contemplated by, and in accordance with the terms of, this Agreement including those of the TSX-V; (ii) obtain, or cause to be obtained, all Authorizations necessary or advisable to be obtained by it in order to consummate the Transaction; and (iii) take, or cause to be taken, all other actions necessary, proper or advisable in order for it to fulfil its obligations under this Agreement, including those actions, necessary, proper or advisable to enable Alya to satisfy any conditions imposed by the TSX-V or required by the TSX-V.

(b) Alya and Snipp shall coordinate and cooperate in exchanging information and supplying assistance that is reasonably requested in connection with this Section 5.10 including providing each other with advanced copies and reasonable opportunity to comment on all notices and information supplied to or filed with any Governmental Authority (including notices and information which a Party, acting reasonably, considers highly confidential and sensitive which may be provided on a confidential and privileged basis to external counsel of the other Party), and all notices and correspondence received from any Governmental Authority. To the extent that any information or documentation to be provided by Snipp to Alya pursuant to this Section 5.10 is competitively sensitive, such information may be provided only to external counsel for Alya on an external counsel only basis.

Section 5.11 Filing Statement, News Releases and Satisfaction of other Public Disclosure Required by the TSX-V.

(a) Alya shall file with the TSX-V on a timely basis, and in no event later than December 15, 2011, the Filing Statement, together with other documents required by applicable Laws in accordance with TSX-V Policy 2.4, which shall be mutually prepared by Alya and Snipp, and which are required to contain full, true and plain disclosure of all material facts relating to Snipp and the Transaction.

(b) Snipp shall make available to Alya prospectus level disclosure with respect to the business of Snipp and, after review of the Filing Statement, Snipp shall agree, if required by the TSX-V, and if Snipp has consented to the Filing Statement as submitted to the TSX-V, to certify in a consent letter to Alya and the TSX-V that the information in the filing statement with respect to Snipp constitutes full, true and plain disclosure.

(c) To the extent applicable, Snipp shall provide to Alya, or cause to be provided, as soon as reasonably practicable, certain documentation in the possession of Snipp required to be included in the Filing Statement, including:

(i) the financial statements required under Item 46 of Exchange Form 3B2;

(ii) the certificates required under Item 49.2 of Exchange Form 3B2; and

(iii) all information concerning Snipp required to be included in Exchange Form 3B2.

Section 5.12 Representation or Warranty and Material Information.

(a) Snipp shall promptly notify Alya, and Alya shall promptly notify Snipp:

(i) upon any representation or warranty made by it contained in this Agreement becoming untrue or incorrect during the Interim Period; and

(ii) of any material information, change or event in the business operations, financial condition or other affairs of such Party.

(b) Any such notification shall set out particulars of the untrue or incorrect representation, warranty or material information, change or event and details of any actions being taken by Snipp or Alya, as the case may be. No such notification shall relieve any Party of any right or remedy provided for in this Agreement.

Section 5.13 Change in Corporate Structure.

The Parties will mutually determine, during the Due Diligence Period, whether a change in corporate structure would be desirable from a tax efficiency perspective. Any proposed change in corporate structure: (a) must not prejudice Alya or Snipp; and (b) must otherwise be on terms and conditions no more onerous in any material respect than the Transaction. In the event that the corporate structure is so modified, the relevant provisions of this Agreement shall be modified as necessary in order that they shall apply with full force and effect, *mutatis mutandis*, but with the adjustments necessary to reflect the revised Transaction structure, and the Parties shall execute and deliver an agreement in writing giving effect to and evidencing such amendments as may be reasonably required as a result of such modifications and adjustments.

ARTICLE 6
COVENANTS OF THE PARTIES AT CLOSING

Section 6.1 Covenants of Alya

At the Closing, Alya will have not less than C$600,000 in its treasury, exclusive of the proceeds from the exercise of any outstanding Alya Options, less any expenses and subject to any liabilities incurred in the Ordinary Course of business or in connection with the Transaction.

Section 6.2 Covenants of Snipp

At the Closing, Snipp will have not less than US$10,000 as accounts receivable, and will have no liabilities other than expenses and other liabilities incurred in the Ordinary Course of business or in connection with the Transaction.

ARTICLE 7
CONDITIONS OF CLOSING

Section 7.1 Mutual Conditions

The Transaction, the Financing and all other transactions contemplated in this Agreement are subject to the following conditions, which are for the exclusive benefit of the Parties, and are to be fulfilled or performed at or before the Closing, unless otherwise specified, each of which may only be waived by the mutual consent of the Parties, if applicable:

(a) **TSX-V Approval.** Conditional acceptance by the TSX-V of the Transaction, including written notification that the TSX-V has accepted the Filing Statement for filing and has approved the issuance and listing of the Payment Shares and the issuance of the Alya Snipp Warrants, Alya Financing Warrants, the Union Warrants and the underlying Alya Shares.

(b) **Qualifying Transaction.** The Transaction shall qualify as the Qualifying Transaction of Alya.

(c) **Other Approvals**. The approval of any other regulatory body having jurisdiction over the subject matter of this Agreement on terms acceptable to the Parties.

(d) **Filing Statement**. The filing of the Filing Statement by Alya as referred in Section 5.11.

(e) **Sponsorship Letter**. Union shall have issued to the TSX-V a satisfactory sponsorship letter or report, if required by the TSX-V.

(f) **Business Plan**. The Parties shall have reached mutual agreement as to a two-year business plan and strategy for the Resulting Issuer.

(g) **Financing**. Completion of a private placement of up to 10,000,000 units (each, a "**Unit**") at a minimum price of C$0.15 per Unit, for gross proceeds of up to C$1,500,000, with each Unit consisting of one Alya Share and one Alya Financing Warrant (the "**Financing**").

(i) The Parties intend that all or a portion of the Financing will be sold on a brokered basis, by Union, and Union will be paid the Union Commission and will also receive the Union Warrants. The balance of the Financing will be sold on a non-brokered basis.

(h) **Termination**. This Agreement shall not have been terminated in accordance with its terms.

Section 7.2 Conditions for the Benefit of Alya.

The purchase and sale of the Snipp Shares is subject to the following conditions to be fulfilled or performed at or prior to Closing, which conditions are for the exclusive benefit of Alya and may be waived, in whole or in part, by Alya in its sole discretion:

(a) **Due Diligence Review.** The due diligence review of the financial condition, business, assets and affairs of Snipp, shall be to the reasonable satisfaction of Alya.

(b) **Vendors Escrow Agreement**. Vendors required to enter into escrow agreements pursuant to TSX-Requirements shall enter into the Vendors Escrow Agreement.

(c) **Truth of Representations and Warranties**. The representations and warranties of Snipp contained in this Agreement shall be true and correct as of the Closing Time with the same force and effect as if such representations and warranties had been made on and as of such time (except such representations and warranties as may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement and those that are date and time specific) and Snipp shall have executed and delivered a certificate of a senior officer to that effect.

(d) **Performance of Covenants**. Snipp shall have fulfilled or complied with all covenants contained in this Agreement to be fulfilled or complied with by them at or prior to the Closing, and Snipp shall have executed and delivered a certificate of a senior officer to that effect. The receipt of such certificate and the Closing shall not constitute a waiver by Alya of any of the covenants of Snipp which are contained in this Agreement**.**

(e) **Management Structure of Resulting Issuer**. The Parties shall have mutually agreed to all material matters relating to the management structure of the Resulting Issuer.

(i) **Chief Executive Officer**. The Parties shall have mutually agreed to appoint Erik Hallstrom as the Chief Executive Officer of the Resulting Issuer, and he has committed to act in such capacity, subject only to Closing.

(f) **Employment and Non-Competition Agreements**. Each executive, director, officer or key consultant of Snipp or the Resulting Issuer shall have entered into customary and mutually acceptable employment and non-competition agreements with the Resulting Issuer, and confirmed the ownership of all Intellectual Property used by Snipp and invented or developed by such person to be owned by Snipp.

(g) **Deliveries**. Snipp shall deliver or cause to be delivered to Alya the following in form and substance satisfactory to Alya, acting reasonably:

(i) share certificates representing the Snipp Shares owned by the Vendors accompanied by forms of transfer duly executed by each Vendor as the holder of record, confirming that the Snipp Shares owned by the Vendor have been transferred to Alya free and clear of all Encumbrances, together with evidence satisfactory to Alya that Alya has been entered upon the books of Snipp as the holder of the Snipp Shares;

(ii) waivers of notice for redemption of Alya Preferred Shares from the Vendors;

(iii) certified copies of:

(A) the charter documents of Snipp;

(B) resolutions of the board of directors of Snipp approving the entering into and completion of the Transaction; and

(C) a list of the directors and officers of Snipp authorized to sign agreements relating to the Transaction, together with their specimen signatures; and

(iv) a certificate of status, compliance, good standing or like certificate with respect to Snipp, issued by appropriate government officials of their respective jurisdictions of incorporation.

(h) **No Legal Action**. No action or proceeding is pending or threatened by any Person in any jurisdiction, to enjoin, restrict or prohibit the Transaction or the right of Snipp to conduct the Snipp Business after Closing on substantially the same basis as heretofore operated.

(i) **Material Adverse Change.** There shall not have been any Material Adverse Change with respect to Snipp, or a Snipp Material Adverse Effect.

Section 7.3 Conditions for the Benefit of Snipp and the Vendors.

The purchase and sale of the Snipp Shares is subject to the following conditions to be fulfilled or performed at or prior to the Closing, which conditions are for the exclusive benefit of Snipp and the Vendors and may be waived, in whole or in part, by Snipp on behalf of the Vendors in its sole discretion:

(a) **Due Diligence Review.** The due diligence review of the financial condition, business, assets and affairs of Alya, shall be to the reasonable satisfaction of Snipp.

(b) **Truth of Representations and Warranties**. The representations and warranties of Alya contained in this Agreement shall be true and correct as of the Closing Time with the same force and effect as if such representations and warranties had been made on and as of such time (except as such representations and warranties may be effected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement and those that are date and time specific) and Alya shall have executed and delivered a certificate of a senior officer to that effect.

(c) **Performance of Covenants**. Alya shall have fulfilled or complied with all covenants contained in this Agreement to be fulfilled or complied by it at or prior to the Closing, and Alya shall have executed and delivered a certificate of a senior officer to that effect. The receipt of such certificate and the Closing shall not constitute a waiver by the Vendors of the covenants of Alya which are contained in this Agreement.

(d) **Deliveries**. Alya shall deliver or cause to be delivered to Snipp on behalf of the Vendors the following in form and substance satisfactory to Snipp on behalf of the Vendors, acting reasonably:

(i) share certificates representing the Payment Shares registered in the names of the Vendors, together with evidence satisfactory to Snipp that the Vendors have been entered upon the books of Alya as the holders of the Payment Shares;

(ii) share certificates representing the Alya Preferred Shares registered in the names of the Vendors, together with evidence satisfactory to Snipp that the Vendors have been entered upon the books of Alya as the holders of the Alya Preferred Shares;

(iii) warrant certificates representing the Alya Snipp Warrants registered in the names of the Vendors, together with evidence satisfactory to Snipp that such Vendors have been entered upon the books of Alya as the holders of the Alya Snipp Warrants;

(iv) warrant certificates representing the Union Warrants registered in the name of Union, together with evidence satisfactory to Snipp that Union has been entered upon the books of Alya as the holder of the Union Warrants;

(v) certified copies of:

(A) the constating documents of Alya;

(B) all resolutions of the board of directors of Alya approving the entering into and completion of the Transaction and the Financing; and

(C) a list of its officers and directors authorized to sign agreements together with their specimen signatures;

(vi) a certificate of good standing with respect to Alya issued by the Registrar of Companies in the Province of British Columbia;

(vii) resignations and mutual releases from Conrad Swanson as a director and officer of Alya, and from Noordin Nanji as a director of Alya; and

(viii) all such other documents and instruments as Snipp and Snipp's counsel may reasonably require from Alya to ensure the consummation of the Transaction.

(e) **No Legal Action.** No action or proceeding is pending or threatened by any Person in any jurisdiction, to enjoin, restrict or prohibit the Transaction or the right of Snipp to conduct the Snipp Business after Closing on substantially the same basis as heretofore operated.

(f) **Material Adverse Change.** There shall not have been any Material Adverse Change with respect to Alya or any Alya Material Adverse Effect.

(g) **Transaction Invoices**. Alya shall have:

(i) provided Snipp with:

(A) a list of all entities that may have provided goods or services relating to the Transaction, the Qualifying Transaction and the Financing, including, without limitation, entities providing sponsorship, legal and accounting services (such goods and/or services, the "**Transaction Services**", and such entities, the "**Transaction Vendors**"); and

(B) a written certification that the Transaction Vendors are all of the vendors that Alya has used for the Transaction, the Qualifying Transaction and the Financing;

(ii) obtained full and final invoices from all the of the Transaction Vendors relating to all Transaction Services (such as invoices, the "**Transaction Invoices**"); and

(iii) provided Snipp with copies of all Transaction Invoices.

ARTICLE 8
INDEMNIFICATION

Section 8.1 Mutual Indemnifications for Breaches of Warranty.

Subject to Section 8.2, Alya hereby covenants and agrees with Snipp and each of the Vendors, and Snipp and each of the Vendors hereby severally covenants and agrees with Alya, (the Parties covenanting and agreeing to indemnify another Party under this section are hereinafter individually referred to as the "**Indemnifying Party**" and the Party being indemnified by another Party under this Section 8.1 are hereinafter individually referred to as the "**Indemnified Party**") to indemnify and save harmless the Indemnified Party from and against any Claims which may be made or brought against the Indemnified Party or which it may suffer or incur as a result of, or arising out of any non-fulfillment of any covenant or agreement on the part of the Indemnifying Party under this Agreement or in any document and in any agreement, certificate, affidavit, statutory declaration or other document delivered or given pursuant to this Agreement, or any document shall survive the Closing or any incorrectness in or breach of any representation or warranty of the Indemnifying Party contained in this Agreement or such other document.

Section 8.2 Limitation on Mutual Indemnification.

The indemnification obligations of each of the Parties pursuant to Section 8.1 shall be subject to the following:

(a) the applicable limitations mentioned in Section 3.2 and Section 4.2 regarding the survival of the representations and warranties; and

(b) an Indemnifying Party shall not be required to indemnify an Indemnified Party until the aggregate claims sustained by that Indemnified Party exceeds a value of C$10,000, in which case, the Indemnifying Party shall be obligated to the Indemnified Party pursuant to Section 8.1.

Section 8.3 Procedure for Indemnification.

The following provisions shall apply to any Claims for which an Indemnifying Party may be obligated to indemnify an Indemnified Party pursuant to this Agreement:

(a) upon receipt from a third party by the Indemnified Party of notice of a claim or the Indemnified Party becoming aware of a claim in respect of which the Indemnified Party proposes to demand indemnification from the Indemnifying Party, the Indemnified Party shall give notice to that effect to the Indemnifying Party with reasonable promptness, provided that failure to give such notice shall not relieve the Indemnifying Party from any liability it may have to the Indemnified Party except to the extent that the Indemnifying Party is prejudiced thereby;

(b) in the case of Claims arising from third parties, the Indemnifying Party shall have the right by notice to the Indemnified Party not later than 30 days after receipt of the notice described in Section 8.2(a) to assume the control of the defense, compromise or settlement of the Claims, provided that such assumption shall, by its terms, be without costs to the Indemnified Party and the Indemnifying Party shall at the Indemnified Party's request furnish it with reasonable security against any costs or other liabilities to which it may be or become exposed by reason of such defense, compromise or settlement;

(c) upon the assumption of control by the Indemnifying Party as aforesaid, the Indemnifying Party shall diligently proceed with the defense, compromise or settlement of the Claims at its sole expense, including employment of counsel reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall co-operate fully, but at the expense of the Indemnifying Party, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are necessary to enable the Indemnifying Party to conduct such defense; provided always that the Indemnified Party shall be entitled to reasonable security from the Indemnifying Party for any expense, costs or other liabilities to which it may be or may become exposed by reason of such co-operation;

(d) the final determination of any such Claims arising from third parties, including all related costs and expenses, will be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Claims against the Indemnifying Party hereunder; and

(e) should the Indemnifying Party fail to give notice to the Indemnified Party as provided in Section 8.3(b), the Indemnified Party shall be entitled to make such settlement of the Claims as in its sole discretion may appear reasonably advisable, and such settlement or any other final determination of the Claims shall be binding upon the Indemnifying Party.

ARTICLE 9
LIMITATION OF LIABILITY

Section 9.1 General.

The Parties acknowledge and agree that the limitations set forth in this Article 9 shall be deemed to apply to the maximum extent permitted by applicable law and notwithstanding the failure of the essential purpose of any limited remedies set forth in this Agreement, the Parties acknowledge and agree that they have fully considered the allocation of risk set forth in this Article 9 and find it reasonable and that such allocation of risk is an essential basis of the bargain between the Parties.

Section 9.2 No Incidental Damages.

Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Indemnifying Party be liable or obligated to any Indemnified Party in any manner pursuant to this Agreement for any direct, special, non-compensatory, consequential, indirect, incidental, statutory or punitive damages of any kind, including, business interruptions or lost profits or lost revenue, regardless of the form of action, whether in contract, tort, negligence, strict product liability, or otherwise, even if such Indemnifying Party is aware of the possibility of any such damages in advance.

Section 9.3 Limit of Direct Damages.

Subject to the provisions of Section 9.2 and notwithstanding anything to the contrary contained in this Agreement, in no event will any Vendor be liable to any other Party in any manner pursuant to this Agreement for an amount greater than the total value of the Alya Shares issued to such Vendor or any proceeds realized by such Vendor from the sale of such Alya Shares (if applicable).

ARTICLE 10
TERMINATION

Section 10.1 Interpretation.

For the purposes of this Article 9 only, a "**Party**" means: (a) Alya; or (b) Snipp and the each of the Vendors, collectively.

Section 10.2 Default.

The Parties agree that if any Party is in material default with respect to any of its representations, warranties or covenants in this Agreement (herein called the "**Defaulting Party**"), a non-defaulting Party (herein called the "**Non-Defaulting Party**") shall give notice, such notice to be delivered to the Defaulting Party and the other Parties, designating such default and confirming whether, in the sole opinion of Non-Defaulting Party, the default is capable of remedy. Within ten calendar days after its receipt of such notice, the Defaulting Party shall either:

(a) cure such default or commence proceedings to cure such default and prosecute the same to completion without undue delay; or

(b) give the Non-Defaulting Party notice that it either denies that such default has occurred or rejects that the default is incurable.

Section 10.3 Curing the Default.

If:

(a) the default is not so cured or the Defaulting Party does not commence or diligently proceed to cure the default within the requisite ten calendar day period; or

(b) the default is incurable, or found to be incurable in arbitration proceedings,

the Non-Defaulting Party may, by written notice given to the Defaulting Party and to the other Party at any time while the default continues, terminate this Agreement.

Section 10.4 Termination.

Subject to any necessary compliance with this Article 9, and subject to the provisions of Section 10.5, it is hereby acknowledged and agreed by the Parties that this Agreement and the obligation to effect the Transaction may be terminated by a Party without liability to the terminating Party in the event that:

(a) another Party has: (i) neither satisfied nor has the terminating Party waived each of the respective conditions precedent; or (ii) failed to deliver or cause to be delivered any of its respective documents required to be delivered, in each case prior to the Closing in accordance with the provisions of Section 7.1, Section 7.2 and Section 7.3, as applicable;

(b) the conditions specified in Section 7.1, Section 7.2 and Section 7.3, as applicable, cannot be satisfied through no fault of the terminating Party prior to February 28, 2012;

(c) this Agreement has been terminated in compliance with Section 10.3; or

(d) each of the Parties agrees to the termination of this Agreement, in writing;

and in such event this Agreement shall be terminated and be of no further force and effect other than the obligations under Section 5.3(b) and Section 5.4.

Section 10.5 Reimbursement Upon Termination

If the Transaction does not close by February 28, 2012 for any reason other than:

(a) Snipp deciding not to proceed with the Transaction for any reason other than a material breach by Alya of the terms and conditions of this Agreement which is not remedied within any applicable curative period; or

(b) Alya deciding not to proceed with the Transaction only because of a material breach by Snipp or the Vendors of the terms and conditions of this Agreement which is not remedied within any applicable curative period,

Alya shall reimburse Snipp the lesser of:

(a) the legal, accounting, and audit costs incurred by Snipp in respect of the Transactions, at actuals, including expenses incurred by Erik Hallstrom that he incurs in connection with the Transaction and the Financing, acting reasonably; or

(b) US$55,000.00.

ARTICLE 11
CLOSING

Section 11.1 Date, Time and Place of Closing.

The completion of the Transaction contemplated by this Agreement shall take place at the offices of Stikeman Elliott LLP, 1700 – 666 Burrard Street, Vancouver, B.C., on the Closing Date at the Closing Time.

Section 11.2 Closing Procedures.

Subject to satisfaction or waiver by the relevant Party of the conditions of Closing, including those set out in Article 7, at the Closing and in the order determined by the Parties to be appropriate in connection with the Transaction and the Financing:

(a) Snipp shall deliver to Alya the documents set out in Section 7.2; and

(b) Alya shall deliver to Snipp the documents set out in Section 7.3.

ARTICLE 12
MISCELLANEOUS

Section 12.1 Notices.

Any notice or communication to be given under this Agreement may be effectively given by delivering the same at the following addresses or by sending the same by facsimile to the following numbers or by other electronic communication. Any notice so delivered shall be deemed to have been received on the date delivered and any facsimile notice or other electronic communication shall be deemed to have been received on transmission, if in either case the date thereof is a Business Day and, if not, on the next Business Day following delivery or transmission. The addresses for delivery and numbers for facsimile or other electronic communication of the Parties for the purposes hereof shall be as follows:

If to Snipp or the Vendors:

c/o Consumer Impulse Inc.
5241, 42nd Street, NW,
Washington DC, 20015

Attention: Atul Sabharwal
E-mail: atul@snipp.com

with a copy to:

Rahoul Roy PLLC
301 West 118th Street
New York, NY 10026

Attention: Rahoul Roy
Facsimile: (646) 522-7949
E-mail: rahoul@rahoulroy.com

and

Garfinkle Biderman LLP
Barristers and Solicitors
Suite 801, 1 Adelaide Street East
Toronto, ON M5C 2V9

Attention: Barry M. Polisuk
Facsimile: (416) 869-7610
E-mail: bpolisuk@garfinkle.com

If to Alya:

Alya Ventures Ltd.
888 – 700 West Georgia Street
Vancouver, British Columbia
V7Y 1G5

Attention: Conrad Swanson
Facsimile: (604) 646-2054
E-mail: conradkswanson@gmail.com

with a copy to:

Stikeman Elliott LLP
Suite 1700 – 666 Burrard Street
Vancouver, BC
V6C 2X8

Attention: John E. Stark
Facsimile: (604) 681-1825
E-mail: jstark@stikeman.com

Any Party may from time to time notify the other Parties, in accordance with the provisions of this Agreement, of any change of its address, facsimile number or e-mail address which thereafter, until changed by like notice, shall be the address, facsimile number or e-mail address of such Party for all purposes of this Agreement.

Section 12.2 Responsibility for Own Costs.

Except as agreed in writing by the Parties, each of the Parties shall be responsible to bear its own costs (including fees, disbursements and taxes) related to this Agreement and the Transaction, including any audit costs as may be required.

Alya shall use its commercially reasonable efforts to ensure that all of Alya's legal costs and expenses relating to the Transaction shall not exceed C$150,000.00.

Section 12.3 Enurement.

This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns. Except as expressly provided in this Section 12.3, none of the Parties may assign any of their rights or obligations hereunder without the prior written consent of the other Parties.

Section 12.4 Further Assurances.

The Parties shall from time to time do, make and execute all such documents, additional conveyances, transfers and other acts, matters and things as may be reasonably required to transfer the Snipp Shares to Alya and for Alya to deliver the Payment Shares, the Alya Preferred Shares, the Alya Snipp Warrants and the Union Warrants to the Vendors or Union, as applicable, and to otherwise give effect to this Agreement, the Transaction and the Financing.

Section 12.5 Severability.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibitions or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 12.6 Governing Law.

This Agreement shall be governed by and construed in accordance with the Laws of British Columbia and the federal Laws of Canada applicable therein. The courts of British Columbia shall have exclusive jurisdiction to determine all disputes and claims arising between the Parties.

Section 12.7 Entire Agreement.

This Agreement (including the Schedules hereto) constitutes the entire agreement between the Parties and replaces and supersedes all prior agreements, memorandum, correspondence, communications, negotiations and representations, whether oral or written, expressed or implied, statutory or otherwise with respect to the subject matter herein and, except as expressly provided herein, this Agreement is not intended to and shall not confer upon any Person other than the Parties any rights or remedies hereunder.

Section 12.8 Amendments.

No supplement, modification, amendment, waiver or termination of this Agreement shall be binding unless executed in writing by all Parties hereto.

Section 12.9 Time.

Time shall be of the essence of this Agreement.

Section 12.10 Waiver.

No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party of any or all of its obligations under this Agreement shall:

(a) be valid unless it is in writing and stated to be a consent or waiver hereunder;

(b) be relied upon as a consent or waiver to or of any other breach or default of the same or any other obligation;

(c) constitute a general waiver under this Agreement; or

(d) eliminate or modify the need for a specific consent or waiver in any other or subsequent instance.

Section 12.11 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered to be an original and together shall constitute one and the same document. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

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

ALYA VENTURES LTD.

By: *"Conrad Swanson"*

Conrad Swanson
President, Chief Executive Officer and Director

CONSUMER IMPULSE INC.

By: *"Atul Sabharwal"*

Atul Sabharwal
Founder

"Ritesh Bhavnani"

Ritesh Bhavnani

"Rahoul Roy"

Rahoul Roy

"Atul Sabharwal"

Atul Sabharwal

"Anthony Durkacz"

Anthony Durkacz

"Wilson A. Bell"

Wilson A. Bell

"Wilson A. Bell"

Jonathan Bell by his Attorney-in-Fact, Wilson A. Bell

"Wilson Bell"

Walter Michael Giancola II by his Attorney-in-Fact, Wilson A. Bell

"Wilson Bell"

Dave Colburn by his Attorney-in-Fact, Wilson A. Bell

SCHEDULE "A"
SNIPP MATERIAL CONTRACTS

Consulting/Employment Agreements

Consulting Agreement between Snipp and Ritesh Bhavnani, dated May 19, 2007.

Consulting Agreement Termination Agreement between Snipp and Ritesh Bhavnani, dated April 15, 2010.

Employment Agreement between Snipp and Ritesh Bhavnani, dated April 15, 2010.

Consulting Agreement between Snipp and Ritesh Bhavnani dated October 31, 2011, and effective as of the CEO Appointment Condition Date (as defined in the Employment Agreement between Erik Hallstrom, Snipp and Alya dated September 29, 2011).

Consulting Agreement between Snipp and Finalysis Group dated May 19, 2007.

Independent Contractor Services Agreement between Consumer Impulse, Inc. and Finalysis Group LLC dated May 1, 2009.

Consulting Agreement between Snipp and Finalysis Group dated October 31, 2011, and effective as of the CEO Appointment Condition Date.

Consulting Agreement between Snipp and Wilson A. Bell, dated May 19, 2007.

Engagement Letter executed between Snipp and Rahoul Roy PLLC dated October 31, 2011.

Consulting Agreement between Snipp and Anthony Durkacz dated October 31, 2011, and effective as of the CEO Appointment Condition Date.

Employment Agreement between Erik Hallstrom, Alya Ventures Ltd. and Consumer Impulse, Inc. dated September 29, 2011.

Employment Agreement between Wilson A. Bell and Consumer Impulse, Inc., dated October 31, 2011.

Stock Option Agreements

2007 Stock Option Plan of Snipp.

Jonathan Bell:

- Notice of Stock Option Award between Jonathan Bell and Snipp dated May 1, 2007
- 2007 Equity Incentive Plan Exercise Notice between Jonathan Bell and Snipp dated May 19, 2007

- Investment Representation Statement and Grant of Irrevocable Proxy executed by Jonathan Bell on May 19, 2007.

Wilson Bell:

- Notice of Stock Option Award between Wilson Bell and Snipp dated May 1, 2007.
- 2007 Equity Incentive Plan Exercise Notice between Wilson Bell and Snipp dated May 19. 2007.
- Investment Representation Statement and Grant of Irrevocable Proxy executed by Wilson Bell on May 19, 2007.

David Colburn:

- Notice of Stock Option Award between David Colburn and Snipp dated January 5th, 2008.
- Investment Representation Statement and Grant of Irrevocable Proxy executed by David Colburn on March 6, 2008

Navarro Kim:

- Notice of Stock Option Award between Navarro Kim and Snipp dated May 1, 2007.
- 2007 Equity Incentive Plan Exercise Notice between Navarro Kim and Snipp dated May 22, 2007.
- Investment Representation Statement and Grant of Irrevocable Proxy executed by Navarro Kim on May 1, 2007.

Marcel Garud:

- Engagement Letter issued by Marcel Garud, Esq. dated January 19th, 2007

Spencer Huang:

- Notice of Stock Option Award between Spencer Huang and Snipp dated May 1, 2007.

Walter Giancola:

- Notice of Stock Option Award between Walter Giancola and Snipp dated May 1, 2007.
- 2007 Equity Incentive Plan Exercise Notice between Walter Giancola and Snipp dated May 22, 2007.

- Investment Representation Statement and Grant of Irrevocable Proxy executed by Walter Giancola on January 24, 2008.

Release Letters

- Release Letter issued by Navarro Kim relating to Stock Options awarded by Snipp dated October 27, 2011.
- Release Letter issued by Spencer Huang relating to Stock Options awarded by Snipp dated November 1st, 2011
- Release Letter executed between Marcel Garud and Snipp dated November 3rd, 2011

Intellectual Property Agreements

- Domain Names License Agreement between David Snipp and Snipp for license of www.snipp.com dated April 11, 2007.
- Trademarks:

Mark (US)	**Registration No.**	**Date Issued**
7-6-4-7-7	3693458	October 6, 2009
Snipp	3693457	October 6, 2009
Snipp with Logo	3693459	October 6, 2009
Mark (Canada)	**Registration No.**	**Date Issued**
7-6-4-7-7	TMA808271	August 26, 2009
Snipp	TMA808272	September 1, 2009
Snipp with Logo	TMA808270	August 26, 2009

Other Agreements

- Share Purchase Agreement executed between Snipp, Snipp Canada Inc., and Atul Sabharwal, Anthony Durkacz, Ritesh Bhavnani and Wilson A. Bell dated January 1, 2011.
- Services Agreement between Snipp and PEOPLE, a division of Time Inc., dated December 15, 2010.

- Open Market Agreement between Snipp and Open Market Inc., dated December 12, 2007.
- Walter Giancola Power of Attorney dated October 20, 2011.
- David Colburn Power of Attorney dated October 19, 2011.
- Jonathan Bell Power of Attorney dated October 21, 2011.

SCHEDULE "B"
ALYA MATERIAL CONTRACTS

Transfer Agent, Registrar and Dividend Disbursing Agent Agreement between Alya and Computershare, dated February 11, 2010.

Stock Option Plan of Alya, dated March 1, 2010.

Stock Option Certificate between Alya and Jaisun Garcha, dated March 5, 2010.

Stock Option Certificate between Alya and Noordin Nanji, dated March 5, 2010.

Stock Option Certificate between Alya and Amin Somani, dated March 5, 2010.

Stock Option Certificate between Alya and Conrad Swanson, dated March 5, 2010.

Agency Agreement between Alya and Union, dated July 15, 2010.

Form 2F CPC Escrow Agreement between Alya, Computershare and certain securityholders of Alya, dated July 15, 2010.

Stock Option Termination Agreement between Alya and Amin Somani, dated September 20, 2010.

Stock Option Certificate between Alya and Bruce Cousins, dated November 30, 2010.

Employment Agreement between Alya, Snipp and Erik Hallstrom, dated September 29, 2011, amended on September 30, 2011.

Finders Fee Agreement between Alya and Waheed Nazerali, dated September 20, 2011.

SCHEDULE "C"
SECURITIES HELD BY AND TO BE ISSUED TO VENDORS

(a) Alya Shares.

Name of Vendor	Number of Snipp Shares Held as of November 18, 2011	Number of Alya Shares to be Issued	Number of Alya Preferred Shares to be Issued
Ritesh Bhavnani	1,056,283	8,903,682	14,681,363
Rahoul Roy	134,901	1,137,115	1,875,000
Atul Sabharwal	1,056,283	8,903,682	14,681,363
Anthony Durkacz	94,431	795,983	1,312,504
Wilson A. Bell	323,762	2,729,073	4,499,994
David Colburn	24,750	208,624	344,002
Walter Giancola	2,000	16,858	27,798
Jonathan Bell	5,610	47,288	77,973
Total	**2,698,020**	**22,742,305**	**37,499,997**

(b) Alya Snipp Warrants.

Name of Vendor	Number of Alya Snipp Warrants to be Issued
Ritesh Bhavnani	2,422,891
Rahoul Roy	309,434
Atul Sabharwal	2,422,891
Anthony Durkacz	216,604
Wilson A. Bell	742,642
David Colburn	56,771
Walter Giancola	4,587
Jonathan Bell	12,868
Total	**6,188,688**

SCHEDULE "D"
RIGHTS AND RESTRICTIONS ATTACHED TO ALYA PREFERRED SHARES

"26.3 Special Rights and Restrictions Attaching to Series 1 Preferred Shares

(a) The Series 1 Preferred Shares, as a class, shall confer on the holders thereof and shall be subject to the following special rights and restrictions:

(i) Voting. The holders of the Series 1 Preferred Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Company and shall have one vote for each Series 1 Preferred Share held at all meetings of the shareholders of the Company, except meetings at which only holders of another specified class or series of shares of the Company are entitled to vote separately as a class or series.

(ii) No Dividends. No dividend shall be declared or paid at any time on the Series 1 Preferred Shares.

(iii) Non-Participating. In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the holders of the Series 1 Preferred Shares are not entitled to receive any return on capital or proceeds from the liquidation, dissolution or winding-up of the Company.

(iv) Redemption. The Company may, at its option, redeem all or from time to time any part of the outstanding Series 1 Preferred Shares on payment to the holders thereof, for each share to be redeemed, of the redemption price per share. Before redeeming any Series 1 Preferred Shares the Company shall obtain a waiver of notice or mail to each person who, at the date of such mailing, is a registered holder of shares to be redeemed, notice of the intention of the Company to redeem such shares held by such registered holder; where notice is required, such notice shall be mailed by ordinary prepaid post addressed to the last address of such holder as it appears on the records of the Company or, in the event of the address of any such holder not appearing on the records of the Company, then to the last known address of such holder, at least ten (10) days before the date specified for redemption; such notice shall set out the date on which redemption is to take place and, if part only of the shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed; on or after the date so specified for redemption the Company shall pay or cause to be paid to or to the order of the registered holder of the Series 1 Preferred Shares to be redeemed the redemption price on presentation and surrender of the certificates for the shares so called for redemption at such place or places as may be specified in such notice, and the certificates for such shares shall thereupon be cancelled and the shares represented thereby shall thereupon be redeemed. In case a part only of the outstanding Series 1 Preferred Shares is at any time to be redeemed, the shares to be redeemed shall be selected, at the option of the directors, either by lot or in such manner as nearly as may be pro rata (disregarding fractions) according to the number of Series 1 Preferred Shares held by each holder. In case a part only of the Series 1 Preferred Shares represented by any certificate shall be redeemed, a new certificate for the balance shall be issued at the expense of the Company. From and after the date specified for redemption in such notice, the holders of the Series 1 Preferred Shares called for redemption shall be entitled to interest at the rate of 6% per annum calculated on a monthly basis, until payment is made. On or before the date specified for redemption the Company shall have the right to deposit the redemption price of the Series 1 Preferred Shares called for redemption, in a special account with any chartered bank or trust company in Canada named in the notice of redemption, such redemption price to be paid to or to the order of the respective holders of such shares called for redemption upon presentation and surrender of the certificates representing the same and, upon such deposit being made, the shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the several holders thereof, after such deposit, shall be limited to receiving, out of the monies so deposited, without interest, the redemption price, applicable to their respective shares against presentation and surrender of the certificates representing such shares.

(v) Redemption Price. The price at which the Company may redeem the whole or any part of the Series 1 Preferred Shares outstanding shall be the sum of 1/10th of $0.01 for each Series 1 Preferred Share.

(vi) Cancellation of Series 1 Preferred Shares. Series 1 Preferred Shares redeemed by the Company shall be cancelled and may not be reissued."

SCHEDULE 3.1(j)
OTHER AGREEMENTS TO PURCHASE

Snipp has entered into certain written or oral agreements with the following individuals that indirectly relate to the possibility of such individuals being granted options to acquire common shares in the capital stock of Snipp.

Name	Date Offered	Number of Options Offered
Peter Kriesky	March 28, 2008	10,000
Sydney Ferguson	July 24, 2008	10,000
Jeffrey Miller	October 7, 2008	5,000
Edward Koller	November 26, 2008	5,000
Colin Crawford	November 15, 2008	5,000
TOTAL		**35,000**

Snipp is of the view that it has no obligation to issue any common shares in the capital stock of Snipp to any of the above-mentioned individuals for the following reasons:

Peter Kriesky
Peter was appointed as an advisor to Snipp on March 28, 2008. Pursuant to this appointment Peter was offered an option to acquire up to 10,000 common shares in the capital stock of Snipp, 5,000 of which were to vest on April 1, 2008, 1700 of which were to vest on March 28, 2009 and the remaining 3300 of which were to vest equally on March 28, 2010 and March 28, 2010. The appointment letter clearly indicates that all terms and conditions relating to these options were to be included in a separate option agreement which was to be executed between Snipp and Peter. No option agreement has been executed between Snipp and Peter.

Sydney Fergusson
Sydney was appointed as an advisor to Snipp on July 24, 2008. Pursuant to this appointment Sydney was offered an option to acquire up to 10,000 common shares in the capital stock of Snipp, 5,000 of which were to vest on August 1, 2008, 1700 of which were to vest on July 24, 2009 and the remaining 3300 of which were to vest equally on July 24, 2010 and July 24, 2011. The appointment letter clearly indicates that all terms and conditions relating to these options were to be included in a separate Option Agreement which was to be executed between Snipp and Sydney. No option agreement has been executed between Snipp and Sydney. Further, on April 28, 2009 Snipp terminated Sydney's appointment as an Advisor to Snipp.

Jeffrey Miller
Jeffrey was appointed as an advisor to Snipp on July 10, 2008. Pursuant to this appointment Jeffrey was offered an option to acquire up to 5,000 common shares in the capital stock of Snipp,

33% of which were to vest with each "qualified business introduction". The appointment letter clearly indicates that all terms and conditions relating to these options were to be included in a separate option agreement which was to be executed between Snipp and Jeffrey. No option agreement has been executed between Snipp and Jeffrey, and further Jeffrey has not made any business introduction to Snipp.

Edward Koller
Edward was appointed as an advisor to Snipp on November 26, 2008. Pursuant to this appointment Edward was offered an option to acquire up to 5,000 common shares in the capital stock of Snipp which were to vest equally on December 1, 2008, November 26, 2009 and November 26, 2010. The appointment letter clearly indicates that all terms and conditions relating to these options were to be included in a separate option agreement which was to be executed between Snipp and Edward. No option agreement has been executed between Snipp and Edward.

Colin Crawford
Colin was appointed as an advisor to Snipp on November 15, 2008. Pursuant to this appointment Colin was offered an option to acquire up to 5,000 common shares in the capital stock of Snipp which were to vest equally on December 1, 2008, November 15, 2009 and November 26, 2010. The appointment letter clearly indicates that all terms and conditions relating to these options were to be included in a separate option agreement which was to be executed between Snipp and Colin. No option agreement has been executed between Snipp and Colin. Further, on February 10, 2010 Colin agreed via email to "tear up" the appointment letter.