AGENCY AGREEMENT

THIS AGENCY AGREEMENT (the **"Agreement"**), dated for reference February 27, 2012 is made

AMONG:

ALYA VENTURES LTD., of Suite 888, 700 West Georgia Street, P.O. Box 10351, Vancouver, BC V7Y 1G5

(the **"Company"**)

AND:

UNION SECURITIES LTD., of Suite 900 - 700 West Georgia Street, Vancouver, BC V7Y 1H4

(the **"Agent"**)

AND:

CONSUMER IMPULSE, INC., of 5241, 42nd Street, NW, Washington, DC 20015

(the **"Target Business"**)

WHEREAS:

A. The Company has entered into a transaction (the **"Transaction"**) to acquire Target Business.

B. The Transaction will serve as the Company's "qualifying transaction" pursuant to Policy 2.4 *Capital Pool Companies* (the **"Policy"**) of the TSX Venture Exchange.

C. Concurrently with the Transaction, the Company proposes to sell up to 13,333,333 units at $0.15 per unit on a brokered "commercially reasonable, best efforts" basis (the **"Private Placement"**).

D. The Company wishes to retain the Agent to act as agent for the Private Placement, and the Agent is willing to accept such appointment, subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1 In this Agreement:

(a) **"Agent"** means Union Securities Ltd.;

(b) **“Agent’s Commission”** means the commission which is set out in Section 3.1 and which is payable by the Company to the Agent in partial consideration for the Agent’s services under this Agreement as agent for the Private Placement;

(c) **“Agent’s Warrants”** means the share purchase warrants to be granted to the Agent pursuant to Section 3.3;

(d) **“Agent’s Warrant Shares”** means the previously unissued common shares in the capital of the Company as presently constituted, to be issued upon the exercise of the Agent’s Warrants;

(e) **“Approval Date”** means the date the Exchange gives notice that it has accepted for filing all documentation relating to the Qualifying Transaction;

(f) **“Business Day”** means any day except Saturday, Sunday or a statutory holiday in Vancouver, British Columbia;

(g) **“Certificates”** means the certificates representing the Shares and the Warrants sold on the Closing in the names and denominations reasonably requested by the Agent or the Purchasers, and the certificates representing the Agent’s Warrants in the names and denominations reasonably requested by the Agent;

(h) **“Closing”** means the closing and the purchase and sale of the Purchaser’s Units;

(i) **“Closing Date”** means the date on which the Closing occurs;

(j) **“Commissions”** means the provincial securities commission or other regulatory authority in each of the Offering Jurisdictions;

(k) **“Company”** means Alya Ventures Ltd.;

(l) **“Corporate Finance Fee”** has the meaning ascribed to that term in Section 3.1;

(m) **“Disclosure Documents”** means the Filing Statement and all prospectuses, information circulars, financial statements, management’s discussion and analysis, news releases, material change reports or other public documents filed by and in respect of the Company with the Exchange and provided to the Agent with respect to the Transaction;

(n) **“Exchange”** means the TSX Venture Exchange;

(o) **“Exemptions”** means the exemptions from the prospectus requirements of the Securities Laws which are outlined in Sections 2.3, 2.5, 2.6 and 2.10 of National Instrument 45-106 and BC Instrument 72-503;

(p) **“Filing Statement”** means the filing statement of the Company dated February 27, 2012 including all appendices thereto, filed on SEDAR;

(q) “**Indemnified Parties**” has the meaning ascribed to that term in Section 15.1;

(r) “**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;

(s) **“Material Change”** has the meaning defined in the *Securities Act* (British Columbia);

(t) **“Material Fact”** has the meaning defined in the *Securities Act* (British Columbia);

(u) **“National Instrument 45-106”** means National Instrument 45-106 *Prospectus and Registration Exemptions* adopted by each of the Commissions;

(v) **“Offering Jurisdictions”** means each of the provinces of Canada, and such other jurisdictions as may be determined between the Company and the Agent;

(w) **“Policy”** has the meaning set out in Recital “B”;

(x) **“Private Placement”** has the meaning set out in Recital “B”;

(y) **“Proceeds”** has the meaning set out in Section 9.1;

(z) **“Purchasers”** means the purchasers of the Units pursuant to the Private Placement;

(aa) **“Qualifying Transaction”** means collectively the Transaction and the Private Placement, as described in the Filing Statement;

(bb) **“Regulation S”** means Regulation S promulgated under the U.S. Securities Act;

(cc) **“Regulatory Authorities”** means the Commissions and the Exchange;

(dd) **“Reports”** means any business plans, title opinions, technical reports, valuations or similar documents relating to the Target Business;

(ee) **“Rules”** means the rules of the Exchange set out in the policy of the Exchange, as amended from time to time;

(ff) **"Securities"** means the Units, the Shares, the Warrants, the Warrant Shares, the Agent's Warrants and the Agent's Warrant Shares;

(gg) **"Securities Laws"** means the securities legislation of the Offering Jurisdictions and the regulations, rules, administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable Commissions, all as amended;

(hh) **"Shares"** means the previously unissued common shares in the authorized capital of the Company, as presently constituted, which comprise part of the Units;

(ii) **"Subscription Agreements"** has the meaning ascribed to that term in Section 8.1;

(jj) **"Target Business"** means Consumer Impulse, Inc.;

(kk) **"Transaction"** has the meaning set out in Recital "A";

(ll) **"United States"** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

(mm) **"Units"** means an aggregate of 13,333,333 units of the Company being offered for sale at a purchase price of $0.15 per Unit under the Private Placement, each comprised of one Share and one Warrant;

(nn) **"U.S. Person"** has the meaning ascribed to that term in Regulation S;

(oo) **"U.S. Securities Act"** means the United States *Securities Act of 1933*, as amended;

(pp) **"Warrants"** means the transferable share purchase warrants of the Company, which comprise part of the Units; and

(qq) **"Warrant Shares"** means the previously unissued common shares in the authorized capital of the Company, as presently constituted, which will be issued upon the exercise of the Warrants.

1.2 Unless otherwise indicated, all currency amounts in this Agreement are stated in Canadian dollars.

2. APPOINTMENT OF AGENT

2.1 The Company appoints the Agent as its exclusive agent and the Agent accepts the appointment and agrees to act as the exclusive agent of the Company for the Private Placement to use its commercially reasonable best efforts to find and introduce to the Company potential purchasers to purchase up to 13,333,333 Units at a price of $0.15 per Unit, by way of private placement in the Offering Jurisdiction under the applicable Exemptions and in compliance with the Securities Laws in a manner so that no prospectus, registration statement, offering memorandum or other similar document needs to be filed with or delivered to any Commission in any Offering Jurisdiction in connection therewith. If requested by the Exchange, the Agent will provide confirmation of its due diligence pursuant to section 3.4(a)(ii)(B)(II) of Exchange Policy 2.2 Sponsorship and Sponsorship Requirements.

2.2 If the Agent determines in its judgment that particular experience or technical expertise is necessary for the Agent to carry out its obligations under this Agreement in accordance with the Policy and the Rules, then the Agent may, at the Company's expense, engage third party experts to prepare assessment or technical reports relating to the Company and the Target Business.

2.3 Any engagement of a third party made by the Agent pursuant to this Section 2 is subject to carrying out the services in full compliance with all applicable Securities Laws, the responsibility for which rests solely with the Agent.

3. COMPENSATION OF THE AGENT

3.1 In consideration for the Agent providing its services under this Agreement, the Company will pay to the Agent the following amounts:

(a) a non-refundable corporate finance fee (the "**Corporate Finance Fee**") in the amount of $20,000, plus HST, of which the Agent hereby acknowledges receipt of a deposit of $10,000 plus HST; and

(b) a cash payment (the **"Agent's Commission"**) equal to 7% of the gross proceeds received by the Company from the sale of the Units to Purchasers, payable at the Closing.

3.2 The amounts paid to the Agent under Section 3.1(a) are in addition to and not in substitution for any other commission or remuneration payable to the Agent by the Company under any other agreement or arrangement and are non-refundable in the event that the Transaction is not completed or this Agreement is terminated, unless the termination is the result of a breach of this Agreement by the Agent.

3.3 In addition to the payments under Section 3.1, the Company will issue to the Agent on Closing Agent's Warrants as is equal to 10% of the aggregate number of Units sold to Purchasers under the Private Placement. Each Agent's Warrant will entitle the holder to purchase one Agent's Warrant Share at an exercise price of $0.22 per share within 12 months of the Closing Date, and at an exercise price of $0.27 per share from 12 months to 24 months from the Closing Date. The Agent's Warrants are exercisable in whole or in part at any time from the Closing Date until 4:00 p.m. (Vancouver time) on the date 24 months following the Closing Date. If the closing price of the Company's common shares is equal to or greater than $0.40 for the immediately preceding 20 trading days on the Exchange, the Company may require the holder of the Agent's Warrants upon 30 days' written notice to, at the exclusive option of the holder, either exercise the Agent's Warrants or return the warrant certificates representing the Agent's Warrants to the Company for immediate cancellation.

3.4 The terms governing the Agent's Warrants will be set out in the certificates representing the Agent's Warrants, the form of which will be subject to the approval of the Company and the Agent, acting reasonably. The certificates representing the Agent's Warrants will include, among other things, provisions for the appropriate adjustment in the class, number and price of Agent's Warrant Shares issued upon exercise of the Agent's Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Shares, the payment of stock dividends and the amalgamation of the Company.

4. WARRANTS

4.1 Each Warrant will entitle the holder, on exercise, to purchase one Warrant Share at any time from the Closing Date until 4:00 p.m. (Vancouver time) on the date 24 months following the Closing Date at an exercise price of $0.22 per share within 12 months of the Closing Date, and at an exercise price of $0.27 per share from 12 months to 24 months from the Closing Date. If the closing price of the Company's common shares is equal to or greater than $0.40 for the immediately preceding 20 trading days on the Exchange, the Company may require the holders of the Warrants upon 30 days' written notice to, at the exclusive option of the holder, either exercise the Warrants or return the certificates representing the Warrants to the Company for immediate cancellation. The Warrants will be transferable but will not be listed on the Exchange or any other public market.

4.2 The terms governing the Warrants will be set out in the certificates representing the Warrants, the form of which will be subject to the approval of the Company and the Agent, acting reasonably. The certificates representing the Warrants will include, among other things, provisions for the appropriate adjustment in the class, number and price of the Warrant Shares issued upon exercise of the Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Shares, the payment of stock dividends and the amalgamation of the Company.

4.3 The issue of the Warrants will not restrict or prevent the Company from obtaining any other financing, or from issuing additional securities or rights, during the period within which the Warrants may be exercised.

5. COMPANY AND TARGET BUSINESS OBLIGATIONS

5.1 The Company and Target Business will draft the Disclosure Documents in form and substance satisfactory to the Agent and will file the Disclosure Documents with the Exchange, together with all other required documents, for the purpose of having the Disclosure Documents and the Transaction accepted for filing by the Exchange.

5.2 The Company and the Target Business will, if they have not already done so, send the following to the Agent and its legal counsel:

(a) the draft Disclosure Documents;

(b) personal information forms in the form prescribed by the Exchange for each of the current and proposed directors, officers, promoters and insiders of the Company;

(c) a written consent in a form requested by the Agent signed by each of the existing and proposed directors, officers, promoters and insiders of the Company regarding any background checks on such persons to be performed by the Agent;

(d) copies of all Reports which are available, in draft if such Reports have not been finalized;

(e) financial statements for the three preceding years of the Company and the Target Business or their predecessors or such shorter period as such parties have been in existence;

(f) copies of all material contracts entered into by the Company and the Target Business; and

(g) all other information, documentation or records reasonably requested of the Company or Target Business by the Agent and its legal counsel.

5.3 The Company will immediately send to the Agent and its legal counsel copies of all correspondence and filings to and correspondence from the Regulatory Authorities relating to the Qualifying Transaction and the Target Business.

5.4 The Company further agrees to:

(a) file in a timely manner all required documents, pay all required filing fees and undertake any other actions required by the rules of the Exchange and the Policy in order to obtain the acceptance of the Exchange for the issuance of the Securities and Completion of the Qualifying Transaction, as such term is defined in the Policy;

(b) fully comply with the covenants made by the Company in the Subscription Agreements entered into between the Company and each of the Purchasers;

(c) as soon as reasonably possible, take all such steps as may reasonably be necessary to enable the Units to be offered for sale and sold on a private placement basis to purchasers in the Offering Jurisdictions through the Agent or other investment dealers or brokers registered in the applicable Offering Jurisdictions by way of the Exemptions;

(d) permit the Agent and its legal counsel to participate fully in the preparation of any documents regarding the Private Placement and allow the Agent and its legal counsel to conduct all due diligence which the Agent may reasonably require or request;

(e) ensure that the distribution of the Units will fully comply with the requirements of the Securities Laws and the policies of the Exchange; and

(f) within 10 days of the Closing, the Company will file with the Commissions any report(s) required to be filed by the Securities Laws, including under National

Instrument 45-106, in connection with the Private Placement in the required form, and will provide the Agent's legal counsel with copies of the report or reports.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 The Company represents, warrants and covenants with and to the Agent that:

(a) the Company is a valid and subsisting corporation and in good standing under the laws of the jurisdiction in which it is incorporated and has all requisite corporate power and authority to carry on its business, as now conducted and as presently proposed to be conducted and to own its assets;

(b) the Company is duly registered and licenced to carry on business in the jurisdictions in which it carries on business or owns property;

(c) the authorized capital of the Company consists of an unlimited number of common shares without par value, of which there are currently 10,550,000 common shares issued and outstanding as fully paid and non-assessable and an unlimited number of preferred shares without par value of which there are currently no preferred shares issued and outstanding;

(d) the Disclosure Documents are, and the Company will use its best efforts to ensure that the Disclosure Documents will be upon their completion, true and correct in all material respects as such Disclosure Documents relate to the Company;

(e) the Company is the beneficial owner of its properties, business and assets or its interests in the properties, business or assets referred to in the Disclosure Documents and to the best of its knowledge, its public disclosure documents filed with the Regulatory Authorities under the Securities Laws and all agreements by which the Company holds an interest in its property, business or assets are in good standing according to their terms and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated;

(f) the Company has full corporate power and authority to enter into this Agreement and to perform its obligations set out herein, and this Agreement has been duly authorized, executed and delivered by the Company and this Agreement is a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms subject to laws relating to creditors' rights generally, the availability of equitable remedies and except as rights to indemnity and contribution may be limited by applicable law;

(g) the annual financial statements to be provided by the Company to the Agent have been prepared in accordance with generally accepted accounting principles in Canada and the interim financial statements to be provided by the Company to the Agent have been prepared in accordance with International Financial Reporting Standards, and all such statements accurately reflect the financial position of the Company as at the date thereof, and no adverse Material Change in the financial position of the Company has taken place since the date thereof, save in the ordinary course of the Company's business;

(h) the Company has complied and will comply fully with the material requirements of all applicable corporate and securities laws, including, without limitation, the Securities Laws;

(i) the Company is not a party to any actions, suits or proceedings which could materially affect its business or financial condition, and no such actions, suits or proceedings are contemplated or have been threatened;

(j) upon their issuance, the Shares, and all Warrant Shares and Agent's Warrant Shares that may be issued upon the due exercise (including payment of the exercise price per common share) of the Warrants and the Agent's Warrants will be validly issued as fully paid and non-assessable common shares of the Company;

(k) the representations made by the Company in the Subscription Agreements are accurate in all material respects and will omit no fact, the omission of which would make any such representations misleading or incorrect;

(l) the Company is not in default of any of the requirements of the Securities Laws or any of the administrative policies or notices of the Exchange;

(m) the Securities will not be subject to a restricted period or statutory hold period under the Securities Laws or to any resale restrictions under the policies of the Exchange which extends beyond four months and one day after issuance of the Securities;

(n) the Company has complied and will comply fully with the requirements of all applicable corporate and securities laws and administrative policy and directions, including, without limitation, the Securities Laws and the *Business Corporations Act* (British Columbia) in relation to the issue and trading of its securities and in all matters relating to the Private Placement;

(o) the issue and sale of the Securities by the Company and the Agent does not and will not conflict with, or result in a breach of, any of the terms of the Company's incorporating documents or any agreement or instrument to which the Company is a party or by which it is bound;

(p) except as disclosed in the Disclosure Documents, no person has or will, at Closing, have any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of the Company or any other security convertible into or exchangeable for any such shares, or to require the Company to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;

(q) other than the Agent and other than as previously disclosed to the Agent, no person, firm or corporation acting or purporting to act at the request of the Company is entitled to any brokerage, agency, sponsorship or finder's fee in connection with the Private Placement;

(r) other than the halt trade on the common shares of the Company pending the completion of the Qualifying Transaction, no order ceasing or suspending trading in securities of the Company nor prohibiting the sale of such securities has been issued to the Company or to the best of the Company's knowledge, its directors, officers or promoters or to any other companies that have common directors, officers or promoters and no investigations or proceedings for such purposes are pending or threatened;

(s) this Agreement has been authorized by all necessary corporate action on the part of the Company;

(t) there is not presently, and will not be until the Approval Date, any Material Change or change in any Material Fact relating to the Company, the Target Business or the Qualifying Transaction which has not been or will not be fully disclosed to the Agent, and in accordance with the requirements of the Securities Laws and the policies of the Exchange;

(u) it has informed the directors and officers of the Company, and those persons who will be directors and officers of the Company following the completion of the Qualifying Transaction, about their ongoing continuing and timely disclosure responsibilities under the Rules and the Securities Laws; and

(v) the minute book of the Company as provided or made available to the Agent or its counsel is true and correct in all material respects and contains all the resolutions of its directors and shareholders.

6.2 The Target Business represents, warrants and covenants with and to the Agent that:

(a) the Target Business is a valid and subsisting corporation and in good standing under the laws of the jurisdiction in which it is incorporated and has all requisite corporate power and authority to carry on its business, as now conducted and as presently proposed to be conducted and to own its assets;

(b) the Target Business is duly registered and licenced to carry on business in the jurisdictions in which it carries on business or owns property;

(c) the authorized capital of the Target Business consists of 2,000,000 common shares with par value $0.001 per share, of which 1,998,020 are currently issued and outstanding as fully paid and non-assessable and 700,000 preferred shares with par value $0.001 per share of which 700,000 are currently issued and outstanding as fully paid and non-assessable;

(d) the Disclosure Documents are, and the Target Business will use its best efforts to ensure that the Disclosure Documents will be upon their completion, true and correct in all material respects, as such Disclosure Documents relate to the Target Business;

(e) the Target Business is the beneficial owner of its properties, business and assets or its interests in the properties, business or assets referred to in the Disclosure Documents and all agreements by which the Target Business holds an interest in its property, business or assets are in good standing according to their terms and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated;

(f) the Target Business owns or has the right to use under license, sublicense or otherwise all material Intellectual Property used by the Target Business in its business. The Intellectual Property owned by the Target Business is free and clear of any and all liens, encumbrances or security interests of any nature, except for encumbrances or security interests granted in respect of general bank security incurred or granted, as the case may be, in the ordinary course of business;

(g) there are no material restrictions on the ability of the Target Business to use and exploit all rights in the Intellectual Property required in the ordinary course of its businesses as currently conducted;

(h) none of the rights of the Target Business in any Intellectual Property will be impaired or affected in any way by the transactions contemplated by this Agreement;

(i) the Target Business has full corporate power and authority to enter into this Agreement and to perform its obligations set out herein, and this Agreement has been duly authorized, executed and delivered by the Target Business and this Agreement is a legal, valid and binding obligation of the Target Business, enforceable against the Target Business in accordance with its terms subject to laws relating to creditors' rights generally, the availability of equitable remedies and except as rights to indemnity and contribution may be limited by applicable law;

(j) the financial statements provided by the Target Business to the Agent and the Exchange have been prepared in accordance with generally accepted accounting principles in the United States and accurately reflect the financial position of the Target Business as at the date thereof, and no adverse Material Change in the financial position of the Target Business has taken place since the date thereof, save in the ordinary course of the Target Business' business;

(k) the Target Business has complied and will comply fully with all material requirements of all applicable corporate and securities laws;

(l) the Target Business has taken reasonable measures to protect and preserve the confidentiality of all confidential information, trade secrets, know how and other non-patented proprietary information of the Target Business, and to protect and preserve its rights to all copyrighted material, confidential information, trade secrets, know how and other non-patented proprietary information relating to the business of the Target Business and developed or acquired by the Target Business's directors, officers, employees and consultants, including without limitation, the procurement of non-disclosure agreements from officers, employees, consultants, subcontractors and other persons who have access to such information or materials;

(m) neither the Target Business nor any of its directors or officers which will be directors or officers of the Company following completion of the Qualifying Transaction, is a party to any actions, suits or proceedings which could materially affect the Company's business or financial condition, and no such actions, suits or proceedings are contemplated or have been threatened;

(n) no order ceasing or suspending trading in securities of the Target Business nor prohibiting the sale of such securities has been issued to the Target Business or to the best of the Target Business' knowledge, its directors, officers or promoters or to any other companies that have common directors, officers or promoters and no investigations or proceedings for such purposes are pending or threatened;

(o) this Agreement has been authorized by all necessary corporate action on the part of the Target Business;

(p) there is not presently, and will not be until the Approval Date, any Material Change or change in any Material Fact relating to the Target Business which has not been or will not be fully disclosed to the Agent, and in accordance with the requirements of the Securities Laws and the policies of the Exchange; and

(q) it has informed the directors and officers of the Target Business who will be directors and officers of the Company following the completion of the Qualifying Transaction about their ongoing continuing and timely disclosure responsibilities under the Rules and the Securities Laws.

6.3 The Agent represents and warrants to the Company and the Target Business that:

(a) it is a valid and subsisting corporation under the law of the jurisdiction in which it was incorporated, continued or amalgamated;

(b) other than as disclosed in the Filing Statement, it does not own, and prior to the completion of the Qualifying Transaction will not own, any securities of the Company;

(c) it is a broker or dealer properly registered under the Securities Laws under a category that allows it to sell the securities on the basis provided in this Agreement;

(d) it will be acquiring the Agent's Warrants as principal for its own account;

(e) it is not a U.S. Person, did not receive the offer to acquire the Agent's Warrants in the United States, did not execute this Agreement and did not and will not receive any such Agent's Warrants in the United States and is not acquiring the Agent's Warrants for the account or benefit of a U.S. Person or person in the United States;

(f) in connection with the Private Placement, it will, on behalf of the Company, sell the Units to the Purchasers in compliance with the Securities Laws and the restrictions set out in Section 7; and

(g) the representations and warranties in this Section 6.3 are true and will remain so as of the Closing Date.

7. OFFERING RESTRICTIONS

7.1 The Agent will only sell the Units, on behalf of the Company, to persons resident in the Offering Jurisdictions (or to persons outside the Offering Jurisdictions in compliance with Section 7.2) who represent themselves as being persons:

(a) purchasing as principal;

(b) qualified to purchase the Units under one or more of the applicable Exemptions and

(c) who are not U.S. Persons or in the United States.

7.2 The Agent covenants and agrees that if it offers to sell or sells any Units in jurisdictions other than the Offering Jurisdictions, such offers and sales shall be effected in accordance and compliance with the applicable laws of such jurisdictions and shall be effected in such manner so as not to: (i) require registration of any of the Securities, or the filing of a prospectus or other similar document with respect thereto; or (ii) subject the Company to any additional continuous disclosure or similar reporting requirements under the laws of any jurisdiction outside the Offering Jurisdictions.

7.3 Notwithstanding Section 7.2, neither the Company, the Agent, nor any of their respective affiliates, nor any person acting on behalf of any of the foregoing, will offer or sell any of the Securities to U.S. Persons or in the United States, or undertake any activity for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market for the Securities in the United States. The Agent agrees that at the time any buy order for Units is placed by clients of the Agent, the buyer will be outside the United States, or the Agent and all persons acting on its behalf will reasonably believe that the buyer is outside the United States, and neither the Agent nor any person acting on its behalf will have knowledge that such transaction has been pre-arranged with a buyer in the United States.

8. SUBSCRIPTIONS

8.1 The Agent will use its best efforts to obtain from each Purchaser, and deliver to the Company, as soon as practicable but in any event no later than 24 hours before the Closing, duly completed and signed subscriptions in the form or forms consented to by the Company (the **"Subscription Agreements"**) and executed by the Purchaser, together with all other documents required under the Exemptions or by the Exchange.

9. CLOSING

9.1 In this section **"Proceeds"** means the gross proceeds from the sale of Units on Closing plus any advance payments for expenses or on account of the Agent's Commission made by the Company and held by the Agent at Closing, less:

(a) the Agent's Commission;

(b) the reasonable expenses of the Agent incurred by the Agent pursuant to Section 13, including the fees and disbursements of the Agent's legal counsel, in connection therewith which have not been paid by the Company; and

(c) the balance of the Corporate Finance Fee payable at Closing.

9.2 The Company will, on Closing, issue and deliver the Certificates to the Agent, or at the Agent's request, to the Purchasers, against payment of the Proceeds.

9.3 If the Company and the Target Business have satisfied all of their respective material obligations under this Agreement including the conditions set out in Section 10, the Agent will, on Closing, pay the Proceeds to the Company against delivery of the Certificates.

9.4 The Company will endorse the Certificates, and the certificates issued prior to the expiry of applicable hold periods representing any Warrant Shares or Shares or Agent's Warrant Shares issued upon exercise of the Agent's Warrants, with any legends which may be required by any of the Regulatory Authorities.

10. CONDITIONS OF CLOSING

10.1 The obligations of the Agent on Closing will be conditional upon the following:

(a) the Company will be a "reporting issuer" in British Columbia and Alberta, the Company's common shares will be listed and posted for trading on the Exchange and the Company will not be in default of any of the requirements of the Securities Laws or any of the administrative policies or notices of the Exchange;

(b) the Transaction will have completed;

(c) the Company will have delivered, or caused to be delivered, to the Agent and its legal counsel favourable opinions of the Company's legal counsel or legal counsel of the Target Business, as applicable, dated as of the Closing Date, in such form as is acceptable to the Agent and its legal counsel as to all legal matters reasonably requested by the Agent relating to the Company, the Target Business, the Transaction, the Disclosure Documents, the Intellectual Property which is the basis of the business of the Target Business and the creation, issuance and sale of the Securities for which the Agent may reasonably request an opinion.

(d) the Company will have delivered to the Agent and its legal counsel a certificate of the Company in substantially the form attached to this Agreement as Schedule A-1, dated as of such date requested by the Agent and signed by the chief executive officer and the chief financial officer of the Company, or by such other officers approved by the Agent, certifying certain facts relating to the Company, its affairs and the contents of the Disclosure Documents, as such contents of the Disclosure Documents relate to the Company and the Qualifying Transaction;

(e) the Target Business will have delivered a certificate of the Target Business in substantially the form attached to this Agreement as Schedule A-2, dated as of such date requested by the Agent and signed by the president and the chief financial officer of the Target Business, or by such other officers approved by the Agent certifying certain facts relating to the Target Business, its affairs and the contents of the Disclosure Documents, as such contents of the Disclosure Documents relate to the Target Business and the Qualifying Transaction;

(f) the Agent will have completed its due diligence review of the Company and the Target Business and the results will have been satisfactory to the Agent, in its sole discretion;

(g) the Company or the Target Business, as the case may be, will have delivered to the Agent and its legal counsel such other certificates, comfort letters or opinions of its auditors or other experts who may have assisted in the preparation of any documents relating to the Qualifying Transaction or the affairs of the Company and the Target Business as the Agent or its legal counsel may reasonably request; and

(h) each representation and warranty of the Company and the Target Business which is contained in this Agreement continues to be true, and each of the Company and the Target Business has performed or complied with all of its covenants, agreements and obligations under this Agreement.

10.2 The Closing and the obligations of the Company and the Agent on Closing will be conditional upon the following:

(a) receipt of all required regulatory approvals for or acceptance of the Exchange for:

(i) the Qualifying Transaction;

(ii) issuance of the Securities; and

(iii) the listing on the Exchange of the Shares, the Warrant Shares and the Agent's Warrant Shares; and

(b) the removal or partial revocation of any cease trading order or trading suspension made by any competent authority to the extent necessary to complete the Private Placement.

11. MATERIAL CHANGES

11.1 The Company and the Target Business agree that if, between the date of this Agreement and the Closing, a Material Change or a change in a Material Fact occurs in respect of the Company or the Target Business, the Company or the Target Business, as the case may be, will:

(a) as soon as practicable notify the Agent in writing, setting forth the particulars of such change;

(b) as soon as practicable, issue and file with the applicable Regulatory Authorities a news release that is authorized by a senior officer disclosing the nature and substance of the change;

(c) as soon as practicable, and in any event no later than 10 days after the date on which the change occurs, file with the Commissions any report required by the applicable Securities Laws which discloses the change; and

(d) provide copies of that news release, when issued, and that report, when filed, to the Agent and its legal counsel.

12. TERM AND TERMINATION

12.1 The term of this Agreement will be from the reference date of this Agreement until the Approval Date, unless earlier terminated or unless extended by the parties in accordance with the terms of this Agreement.

12.2 the Agent may terminate its obligations under this Agreement by notice in writing to the Company at any time if:

(a) an adverse Material Change, or an adverse change in a Material Fact relating to any of the Company, the Target Business or the Securities occurs or is announced by the Company or the Target Business;

(b) there is an event, accident, law or governmental regulation or other occurrence of any nature which, in the opinion of the Agent, seriously affects or would be expected to seriously affect the financial markets, or the business or operations of the Company, or the market price or value of the Company’s securities or the ability of the Agent to perform its obligations under this Agreement, or a Purchaser’s decision to purchase the Units;

(c) an enquiry or investigation (whether formal or informal) or other proceeding in relation to the Company or the Target Business, or any of their respective directors and officers, is announced, commenced or threatened by an officer or official of any competent authority;

(d) following a consideration of the history, business, products, property or affairs of the Company or its principals and promoters, or of the state of the financial markets in general, or the state of the market for the Company's securities in particular, the Agent determines, in its sole discretion, that it is not in the interest of the Purchasers to complete the purchase and sale of the Units;

(e) any order to cease trading (including communicating with persons in order to obtain expressions of interest) in the securities of the Company or the Target Business is made, or proceedings are announced, commenced or threatened for the making of any such order, by a competent regulatory authority and has not been rescinded, revoked or withdrawn;

(f) the Agent, acting reasonably, determines that any of the representations or warranties made by the Company or the Target Business in this Agreement, or the Company in the Subscription Agreements, is false or has become false in any material respect;

(g) either the Company or the Target Business is at any time in material breach of this Agreement or the Subscription Agreements, as applicable;

(h) the Agent is advised that the Exchange will not accept for filing the Disclosure Documents or any documentation relating to the Qualifying Transaction;

(i) the Company does not provide the Agent or its legal counsel with access to the Company's records or with documentation and/or information on a timely basis to enable the Agent to carry out its due diligence review of the Company and its affairs so as to market the Units in a timely fashion; and

(j) the Agent, in its sole and absolute discretion, is not satisfied, acting reasonably, with the results of its due diligence review of the Company or the Target Business.

12.3 The Company acknowledges and agrees that, if the Agent terminates this Agreement, the Agent may disclose to the Exchange such information concerning the Company or the Target Business as the Exchange may request including any information which the Company has disclosed to the Agent on a privileged or confidential basis.

12.4 The rights of the Agent to terminate this Agreement are in addition to such other remedies as it may have in respect of any default, misrepresentation, act or failure of the Company in respect of any of the matters contemplated by this Agreement.

12.5 The Agent's obligations hereunder will terminate if the Exchange does not issue its letter of acceptance, subject only to the usual post-closing filings with the Exchange, of the Private Placement within 90 days of the reference date of this Agreement, unless otherwise agreed by the Agent.

12.6 Notwithstanding any other term hereof, this Agreement will terminate if:

(a) the Approval Date does not occur within 90 days of the reference date of this Agreement; or

(b) the Closing does not occur within 90 days of the reference date of this Agreement.

13. EXPENSES OF THE AGENT

13.1 The Company will pay all the expenses reasonably incurred by the Agent in connection with the services provided by the Agent under this Agreement including, without limitation, the fees and expenses of the Agent's legal counsel, the fees and expenses of any experts or third parties engaged by the Agent pursuant to this Agreement, expenses incurred in conducting background checks on the existing or proposed directors, officers and promoters of the Company, the Company's and the Target Business' assets and properties, long distance telephone, courier, photocopying, fax and similar expenses.

13.2 The Company will pay the expenses referred to in the previous subsection even if the Qualifying Transaction is not completed or this Agreement is terminated, unless the termination is the result of a breach of this Agreement by the Agent.

13.3 The Agent may, from time to time, render accounts for its expenses to the Company for payment on or before the dates set out in the accounts.

13.4 The Agent acknowledges that it has received a retainer of $10,000 plus HST, which will be applied to any expenses incurred by the Agent pursuant to this Section 13. The Company agrees to provide such additional retainers to the Agent as may reasonably be requested by the Agent from time to time.

13.5 The Company authorizes the Agent to deduct its reasonable expenses in connection with the services provided under this Agreement, including, without limitation, the fees and expenses of its legal counsel, from the proceeds of the Private Placement and any advance payments made by the Company, including expenses for which an account has not yet been rendered.

14. RIGHT OF FIRST REFUSAL

14.1 The Company will notify the Agent of the terms of any further brokered equity financing that it requires or proposes to obtain during the six months following the Closing Date and the Agent will have the right of first refusal to act as lead selling agent in connection with any such financing.

14.2 The right of first refusal described in Section 14.1 must be exercised by the Agent within 15 days following the receipt of the notice referred to in Section 14.1 by notifying the Company that it will act as lead selling agent on the terms set out in the notice or subject to agreeing to the terms and conditions, as the case may be.

14.3 If the Agent fails to give notice within the 15 days that it will act as lead selling agent for such financing upon the terms set out in the notice, the Company will then be free to make other arrangements to obtain financing from another source on the same terms or on terms no less favourable to the Company.

14.4 The right of first refusal will not terminate with respect to any future offerings if, on receipt of any notice from the Company under this Section 14, the Agent fails to exercise the right.

14.5 The right of first refusal granted under this Section 14 will terminate if the Closing is not completed within the period provided in this Agreement.

15. INDEMNITY OF THE AGENT

15.1 The Company will indemnify the Agent and each of the Agent's subsidiaries and affiliates and each of its agents, directors, officers and employees (collectively, the **"Indemnified Parties"**) and save them harmless against all losses, claims, damages or liabilities:

(a) existing by reason of an untrue material statement contained in the Disclosure Documents, any Subscription Agreement or other written or oral representation made by the Company to a Purchaser or potential Purchaser in connection with the Private Placement (except for information and statements supplied by and relating solely to the Agent);

(b) arising directly or indirectly out of any order made by any regulatory authority, based upon an allegation that any such untrue statement or representation, or omission exists (except information and statements supplied by and relating solely to the Agent), that trading in or distribution of any of the Securities is to cease;

(c) resulting from the failure by the Company to obtain the requisite regulatory approval for the Private Placement unless the failure to obtain such approval is the result of a breach of this Agreement by the Agent or the Exchange's discretion to refuse to provide final acceptance of the subscription of any Purchaser;

(d) resulting from the breach by the Company of any of the material terms of this Agreement;

(e) resulting from any representation or warranty made by the Company herein not being true or ceasing to be materially true;

(f) if the Company fails to issue and deliver the certificates representing the Securities in the form and denominations satisfactory to the Agent at the time and place required by the Agent with the result that any completion of a sale of the Securities does not take place; or

(g) if, following the completion of a sale of any of the Securities, a determination is made by any competent authority setting aside the sale, unless that determination arises out of an act or omission by the Agent.

15.2 If any action or claim is brought against an Indemnified Party in respect of which indemnity may be sought from the Company pursuant to this Agreement, the Indemnified Party will promptly notify the Company in writing.

15.3 The Company will assume the defence of any action or claim brought by a third party, including the employment of counsel and the payment of all expenses.

15.4 The Indemnified Party will have the right to employ separate counsel, and the Company will pay the reasonable fees and expenses of such counsel as they occur if:

(a) the Indemnified Party has been advised by counsel, acting reasonably, that representation of the Company and the Indemnified Party by the same counsel would be inappropriate due to actual or potential differing interests between them; or

(b) the Company has failed within a reasonable time after receipt of such written notice to assume the defense of such action or claim.

15.5 It is understood and agreed that neither party may effect any settlement of any such action or claim or make any admission of liability without the written consent of the other party, such consent not to be unreasonably withheld or delayed.

15.6 The indemnity provided for in this section will not be limited or otherwise affected by any other indemnity obtained by any Indemnified Party from any other person in respect of any matters specified in this Agreement and will continue in full force and effect until all possible liability of the Indemnified Parties arising out of the transactions contemplated by this Agreement has been extinguished by the operation of law.

15.7 If indemnification under this Agreement is found in a final judgment (not subject to further appeal) by a court of competent jurisdiction not to be available for reason of public policy, the Company and each Indemnified Party will contribute to the losses, claims, damages, liabilities or expenses (or actions in respect thereof) for which such indemnification is held unavailable in such proportion as is appropriate to reflect the relative benefits to and fault of the Company, on the one hand, and each respective Indemnified Party on the other hand, in connection with the matter giving rise to such losses, claims, damages, liabilities or expenses (or actions in respect thereof). No person found liable for a fraudulent misrepresentation (within the meaning of applicable Securities Laws) will be entitled to contribution from any person who is not found liable for such fraudulent misrepresentation.

15.8 To the extent that any Indemnified Party is not a party to this Agreement, the Agent will obtain and hold the right and benefit of this Section 15 in trust for and on behalf of such Indemnified Party.

16. ASSIGNMENT AND SELLING GROUP PARTICIPATION

16.1 The Agent will not assign this Agreement or any of its rights under this Agreement or, with respect to the Securities, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agent has obtained the consent of the Company, and any required notice has been given to and accepted by the Regulatory Authorities.

16.2 Notwithstanding Section 16.1, the Agent may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investment dealers, who may or who may not be offered part of the Agent's Commission and Agent's Warrants. Each such licensed dealer, broker, and investment dealer will be appropriately registered under the Securities Laws so as to permit it to lawfully offer and sell the Units in such jurisdictions in which it offers and sells the Units. In the event that a selling group is formed, the Agent will manage the selling group as and to the extent customary in the securities industry in Canada, and require each member of the selling group to comply with the terms of this Agreement applicable to the Agent.

17. CONFIDENTIALITY

17.1 The Agent will establish reasonable procedures to hold in confidence all information received by it from the Company or the Target Business which has not been generally disclosed to the public and will not knowingly disclose such information, except as required in its opinion, acting reasonably, to discharge its obligations:

(a) under this Agreement; and

(b) under applicable law or regulatory policy.

18. PUBLIC DISCLOSURE

18.1 The Company agrees that no public announcement or news release concerning this Agreement or any other instrument related thereto, or the relationship between the Company and the Agent will be made without prior written consent of the Agent, such consent not to be unreasonably withheld or delayed.

19. SEVERABILITY

19.1 If any provision of this Agreement is found to be illegal or unenforceable, it will be considered separate and severable from this Agreement and the remaining provisions of this Agreement will remain in force and be binding upon the parties as though the illegal or unenforceable provision had never been included.

20. NOTICE

20.1 All notices required to be given under this Agreement must be made in writing and either delivered or sent by facsimile to the party to whom notice is to be given at the address below or at such other address designated by that party in writing:

To the Company:

Alya Ventures Ltd.
Suite 888, 700 West Georgia Street
P.O. Box 10351
Vancouver, BC V7Y 1G5

Attention: Conrad Swanson
Email: conradkswanson@gmail.com

with a copy to:

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

Attention: John Stark
Fax: 604-631-1395

To the Target Business:

Consumer Impulse, Inc.
5421, 42nd Street NW
Washington, DC 20015, USA

Attention: Atul Sabharwal
Email: atul@acme.in

with a copy to:

Rahoul Roy PLLC
301 W. 118th Street
#PH1D
New York, NY 10026

Attention: Rahoul Roy, Esq.
Email: rahoul@rahoulroy.com

To the Agent:

Union Securities Ltd.
Suite 900 - 700 West Georgia Street
Vancouver, BC V7Y 1H4

Attention: Jim Locke
Fax: (604) 691-2814

with a copy to:

McCullough O'Connor Irwin LLP
Suite 2610 Oceanic Plaza
1066 West Hastings Street
Vancouver, BC
V6E 3X1

Attention: Lesley Hobden
Fax: (604) 687-7099

20.2 If notice is sent by email, facsimile or is delivered, it will be deemed to have been given at the time of transmission or delivery.

20.3 If notice is mailed, it will be deemed to have been received five Business Days following the date of mailing of the notice unless there is an interruption in normal mail service due to strike, labour unrest or other cause during such five Business Days, in which case any notice sent by mail shall be deemed not to have been received until it is actually received.

21. GENERAL

21.1 Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the *Interpretation Act* (British Columbia).

21.2 The representations, warranties, covenants and indemnities of the Company, the Target Business and the Agent contained in this Agreement will survive the Closing and will continue in full force and effect for the benefit of the parties, regardless of any due diligence investigation carried out by or on behalf of any party with respect thereto.

21.3 This Agreement is to be read with all changes in gender or number as required by the context.

21.4 This Agreement enures to the benefit of and is binding on the parties to this Agreement and their successors and permitted assigns. Notwithstanding the foregoing, this Agreement may not be assigned by either party without the prior written consent of the other party.

21.5 The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

21.6 This Agreement is governed by, subject to and interpreted in accordance with the laws of the Province of British Columbia, and the courts of the Province of British Columbia will have the exclusive jurisdiction over any dispute arising in connection with this Agreement.

21.7 This Agreement (together with the Subscription Agreements referred to above which are to be used in the Private Placement) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and, except as incorporated by reference above, there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement unless signed by each party and purporting to be an amendment to this Agreement.

21.8 This Agreement may be executed in two or more counterparts and may be delivered by email or facsimile, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the date first given above.

If the terms of this Agreement accurately reflect your understanding and you agree with them, then please signify your acceptance by signing each copy or counterpart of this Agreement on behalf of the Company or the Target Business, as applicable, where indicated below. Please return the originally signed copies or counterparts to us.

Yours truly,

UNION SECURITIES LTD.

Per: *"Jim Locke"*

Authorized Signatory

ALYA VENTURES LTD.

Per: *"Noordin Nanji"*

Authorized Signatory

CONSUMER IMPULSE, INC.

Per: *"Atul Sabharwal"*

Authorized Signatory

SCHEDULE A-1

ALYA VENTURES LTD.

OFFICERS' CERTIFICATE

TO: Union Securities Ltd.
Suite 900 - 700 West Georgia Street
Vancouver, BC V7Y 1H4

AND TO: McCullough O'Connor Irwin LLP
Suite 2610 Oceanic Plaza
1066 West Hastings Street
Vancouver, B.C.
V6E 3X1

This certificate is being delivered in connection with the proposed transaction (the **"Transaction"**) involving Alya Ventures Ltd. (the **"Company"**) and Consumer Impulse, Inc. (the **"Target Business"**) and an agency agreement (the **"Agreement"**) dated for reference February 27, 2012 entered into among the Company, the Target Business and Union Securities Ltd. (the **"Agent"**).

The undersigned, Conrad Swanson and Jaisun Garcha, acting in our capacities as the Chief Executive Officer and Chief Financial Officer, respectively, of the Company and not in our personal capacities, hereby certify to the best of our knowledge, information and belief, after having made due inquiry, that:

1. the Company is the beneficial owner of its properties, business and assets referred to in the disclosure documents (the **"Disclosure Documents"**) prepared in accordance with the policies of the TSX Venture Exchange by the Company in connection with the Transaction, and any and all agreements pursuant to which the Company holds any interest in such properties, business and assets are in good standing according to the terms thereof and in full force and effect, and there has not been any default in any obligation to be performed thereunder;

2. the Company's financial statements contained in the Disclosure Documents present fairly and accurately the financial condition of the Company;

3. the Company does not have any contingent liabilities out of the ordinary course of business which are of a nature material to the Company, except as disclosed in the financial statements contained in the Disclosure Documents;

4. the Company is not party to a material contract which is not disclosed in the Disclosure Documents and the material contracts disclosed in the Disclosure Documents constitute

valid and binding obligations of the parties thereto, enforceable against each of such parties in accordance with their respective terms except as enforcement may be limited by general principles of equity, applicable bankruptcy, insolvency, preference and reorganization laws and other laws generally affecting the enforcement of creditors' rights and the availability of discretionary judicial remedies;

5. there are no actions, suits, proceedings or inquiries pending or threatened against or affecting the Company at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, domestic or foreign, which may in any way materially and adversely affect the Company;

6. no order ceasing or suspending trading in securities of the Company nor prohibiting the sale of such securities has been issued to the Company or its directors, officers or promoters or to any reporting companies that have common directors, officers or promoters and no proceedings for such purposes are pending or threatened;

7. the issuance by the Company of its securities pursuant to the Qualifying Transaction does not and will not conflict with or result in a breach of or constitute a default under or result in a violation of, whether after notice or lapse of time or both, any of the terms, conditions or provisions of the constating documents, by-laws or resolutions of the Company or any indenture or other agreement or instrument to which the Company is a party or by which it is bound or any order, decree, statute, by-law, regulation, covenant or restriction applicable to the Company or any of its assets;

8. the Company is not presently in default in the performance of any covenant or obligation contained in any indenture or other agreement which creates, evidences or secures the indebtedness of the Company;

9. no facts have come to the attention of the undersigned indicating that the representations and warranties constituted by the delivery of the Disclosure Documents are untrue, incorrect or misleading in any material respect;

10. except as disclosed in the Disclosure Documents, there are no persons, firms or corporations having any agreement or option or any right or privilege capable of becoming an agreement for the purchase, subscription or issuance of any securities of the Company;

11. there are no agreements with respect to the securities of the Company with the shareholders of the Company, the Target Business or the shareholders of the Target Business not disclosed in the Disclosure Documents;

12. there are no material facts not disclosed in the Disclosure Documents;

13. the Company's directors and officers, as disclosed in the Disclosure Documents, have been duly elected or appointed and hold the offices indicated in the Disclosure Documents;

14. all financial statements of the Company contained in the Disclosure Documents have been approved by the Company’s board of directors;

15. the representations and warranties of the Company set forth in the Agreement are true and correct as of the date of this certificate;

16. the Company is not in material default with respect to any filings it is required to make with the TSX Venture Exchange, the British Columbia Securities Commission, and the Alberta Securities Commission, or any other securities regulatory authority having jurisdiction; and

17. the Disclosure Documents and the filing of the Disclosure Documents with the TSX Venture Exchange have been duly authorized by and on behalf of the Company.

DATED at Vancouver, British Columbia, as of the _____ day of ____________________, 2012.

____
Conrad Swanson
Chief Executive Officer

____
Jaisun Garcha
Chief Financial Officer and
Corporate Secretary

SCHEDULE A-2

CONSUMER IMPULSE, INC.

OFFICERS' CERTIFICATE

TO: Union Securities Ltd.
Suite 900 - 700 West Georgia Street
Vancouver, BC V7Y 1H4

AND TO: McCullough O'Connor Irwin LLP
Suite 2610 Oceanic Plaza
1066 West Hastings Street
Vancouver, B.C.
V6E 3X1

This certificate is being delivered in connection with the proposed transaction (the **"Transaction"**) involving Alya Ventures Ltd. (the **"Listed Company"**) and Consumer Impulse, Inc. (the **"Company"**) and an agency agreement (the **"Agreement"**) dated for reference February 27, 2012 entered into among the Listed Company, the Company and Union Securities Ltd. (the **"Agent"**).

The undersigned, Atul Sabharwal and Ritesh Bhavnani, acting in our capacities as the Chief Executive Officer and Chief Financial Officer and President, respectively, of the Company and not in our personal capacities, hereby certify to the best of our knowledge, information and belief, after having made due inquiry, that:

1. the Company is the beneficial owner of its properties, business and assets referred to in the disclosure documents (the **"Disclosure Documents"**) in accordance with the policy of the TSX Venture Exchange in connection with the Transaction and any and all agreements pursuant to which the Company holds any interest in such properties, business and assets are in good standing according to the terms thereof and in full force and effect, and there has not been any default in any obligation to be performed thereunder;

2. the Company's financial statements contained in the Disclosure Documents present fairly and accurately the financial condition of the Company;

3. the Company does not have any contingent liabilities out of the ordinary course of business which are of a nature material to the Company, except as disclosed in the financial statements contained in the Disclosure Documents;

4. the Company is not party to a material contract which is not disclosed in the Disclosure Documents and the material contracts disclosed in the Disclosure Documents constitute valid and binding obligations of the parties thereto, enforceable against each of such parties in accordance with their respective terms except as enforcement may be limited

by general principles of equity, applicable bankruptcy, insolvency, preference and reorganization laws and other laws generally affecting the enforcement of creditors' rights and the availability of discretionary judicial remedies;

5. there are no actions, suits, proceedings or inquiries pending or threatened against or affecting the Company at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, board, bureau or agency, domestic or foreign, which may in any way materially and adversely affect the Company;

6. no order ceasing or suspending trading in securities of the Company nor prohibiting the sale of such securities has been issued to the Company or its directors, officers or promoters or to any reporting companies that have common directors, officers or promoters and no proceedings for such purposes are pending or threatened;

7. the Company is not presently in default in the performance of any covenant or obligation contained in any indenture or other agreement which creates, evidences or secures the indebtedness of the Company;

8. except as disclosed in the Disclosure Documents, there are no persons, firms or corporations having any agreement or option or any right or privilege capable of becoming an agreement for the purchase, subscription or issuance of any securities of the Company;

9. there are no agreements with respect to securities of the Listed Company being issued pursuant to the Qualifying Transaction not disclosed in the Disclosure Documents;

10. there are no material facts relating to the Company not disclosed in the Disclosure Documents;

11. the Company's directors and officers, as disclosed in the Disclosure Documents, have been duly elected or appointed and hold the office indicated in the Disclosure Documents; and

12. all financial statements of the Company contained in the Disclosure Documents have been approved by the Company's board of directors.

DATED at Vancouver, British Columbia, as of the _____ day of ____________________, 2012.

____
Atul Sabharwal
Chief Executive Officer and
Chief Financial Officer

____
Ritesh Bhavnani
President