INVESTMENT AGREEMENT

THIS AGREEMENT is dated as of October 25, 2016

BETWEEN:

RED ANCHOR TRADING CORP., a corporation incorporated under the laws of the British Virgin Islands and having a registered office at Morgan & Morgan Building, P.O. Box 958, Pasea Estate, Road Town, Tortola, British Virgin Islands

(the "**Corporation**")

AND:

CAPSTREAM VENTURES INC., a corporation incorporated under the laws of the British Columbia and having an office at Suite 530 – 625 Howe Street, Vancouver, British Columbia, V6C 2T6

(the "**Investor**")

AND:

NITHINAN BOONYAWATTANAPISUT, an individual with an address at [redacted]

(the "**Founder**")

WHEREAS:

A. The Corporation is engaged in the business of developing an application known as "HotNow", which is a marketing automation platform for retailers to offer various promotions (the "**Business**"); and

B. The Investor has agreed to subscribe for securities in the capital of the Corporation on the terms and conditions set forth in this Agreement.

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

ARTICLE 1 - INTERPRETATION

1.1 **Definitions**. In this Agreement, unless otherwise provided:

(a) "**Agreement**" means this Investment Agreement, as amended or replaced from time to time;

(b) "**Balance Sheet Date**" means the balance sheet of the Corporation as at August 31, 2016;

(c) "**Board**" means the board of directors of the Corporation;

(d) "**Business**" has the meaning set forth in Recital A;

(e) "**Business Day**" means any day other a Saturday or Sunday on which the chartered banks are open in Vancouver, British Columbia;

(f) "**Closing**" means the closing of the purchase and sale of the Purchased Shares on the Closing Date;

(g) "**Closing Date**" means November 7, 2016 or such other date as agreed in writing among the parties;

(h) "**Commercially Available Intellectual Property**" has the meaning set forth in Section 3.1(tt);

(i) "**Constating Documents**" means the memorandum and articles of association of the Corporation together with any amendments thereto or replacements thereof;

(j) "**Contract**" means any agreement, indenture, contract, lease, deed of trust, license, option, instrument or other commitment or obligation, whether written or oral;

(k) "**Control**" means:

(i) the right to exercise a majority of the votes which may be cast at a general meeting of the shareholders of a corporation, including votes that are exercisable only upon the occurrence of a contingency where such contingency has occurred and is continuing, or

(ii) the right to elect or appoint directly or indirectly a majority of the directors of a corporation or other persons who have the right to manage or supervise the management of the affairs and business of the corporation;

(l) "**Developers**" has the meaning set forth in Section 3.1(ww)(i);

(m) "**Encumbrance**" means any encumbrance, lien, claim, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, right of occupation, any matter capable of registration against title, option, right of pre-emption, privilege or any Contract to create any of the foregoing;

(n) "**Escrow Agreement**" has the meaning set forth in Section 2.2(b);

(o) "**Expiration Date**" has the meaning set forth in Section 3.7(c);

(p) "**Financial Statements**" has the meaning set forth in Section 3.1(cc);

(q) "**Founder**" has the meaning ascribed thereto on page 1 of this Agreement;

(r) "**Holdback Amount**" has the meaning set forth in Section 2.2(a);

(s) "**HotNow ThaiCo**" means HotNow (Thailand) Co., Ltd.;

(t) “**Intellectual Property**” means all intellectual property owned by, licensed to or otherwise used by the Corporation in its Business including, without limitation, all trade marks and trade mark applications, trade names, certification marks, patents, patent applications, patentable concepts, copyrights, know-how, formulae, processes, inventions, technical expertise, research data, trade secrets, industrial designs and other similar property, whether registered or unregistered;

(u) “**Interim Financial Statements**” has the meaning set forth in Section 3.1(dd);

(v) “**IP Disclosure Statement**” has the meaning set forth in Section 3.1(tt);

(w) “**Instigating Shareholder**” has the meaning set forth in Section 6.2(a)(i);

(x) “**Investor**” has the meaning ascribed thereto on page 1 of this Agreement;

(y) “**Issued Securities**” has the meaning set forth in Section 3.1(f);

(z) “**Leased Premises**” means any premises currently or at any time in the past leased or occupied by the Corporation;

(aa) “**License**” or “**Licenses**” has the meaning set forth in Section 3.1(v);

(bb) “**Majority Shareholders**” has the meaning set forth in Section 6.2(a)(i);

(cc) “**Material Contracts**” has the meaning set forth in Section 3.1(t);

(dd) “**Off-the-shelf Software**” has the meaning set forth in Section 3.1(ff)(xii);

(ee) “**Owned Intellectual Property**” has the meaning set forth in Section 3.1(vv)(i);

(ff) “**Permitted Encumbrances**” means liens for taxes, assessments and governmental charges due and being contested in good faith and diligently by appropriate proceedings (and for the payment of which adequate provision has been made);

(gg) “**Person**” or “**person**” means any individual, corporation, partnership, trustee, trust or unincorporated association, joint venture, syndicate, sole proprietorship, executor, administrator, or other legal representatives, regulatory body, or agency, government, governmental agency, authority or entity, however designated or constituted;

(hh) “**Offer**” has the meaning set forth in Section 6.1(a);

(ii) “**Proposed Purchaser**” has the meaning set forth in Section 6.2(a)(ii);

(jj) “**Purchased Shares**” has the meaning set forth in Section 2.1;

(kk) “**Securities**” has the meaning set forth in Section 3.1(k);

(ll) “**Shares**” means the Ordinary Shares in the capital of the Corporation;

(mm) “**Software**” has the meaning set forth in Section 3.1(ww)(iv);

(nn) “**Subscription Price**” means the total subscription amount payable by the Investor to the Corporation set forth in Section 2.1, in consideration of their subscription for the Purchased Shares;

(oo) “**Tag Along Closing Documents**” has the meaning set forth in Section 6.2(a);

(pp) “**Tag Along Notice**” has the meaning set forth in Section 6.2(b);

(qq) “**Tag Along Transaction**” has the meaning set forth in Section 6.2(a)(ii);

(rr) “**Tag Along Transaction Notice**” has the meaning set forth in Section 6.2(a);

(ss) “**Tax**” or “**Taxes**” means all federal, provincial, state, municipal, foreign and other taxes (including, without limitation, income taxes, sales taxes, excise taxes, value added taxes, capital taxes, property taxes, and production, severance and similar taxes and assessments) and includes all penalties, interest and fines with respect thereto;

(tt) “**Third Party Programs**” has the meaning set forth in Section 3.1(ww)(iv); and

(uu) “**Transaction Documents**” means:

(i) this Agreement;

(ii) the Escrow Agreement; and

(iii) all consents and waivers required pursuant to the transactions contemplated in this Agreement and the other Transaction Documents or expressly required under any of the Transaction Documents.

1.2 **General Interpretation**. Any words defined elsewhere in the Agreement shall have the particular meaning ascribed thereto. Words (including defined terms) using or importing the singular number include the plural and vice versa and words importing one gender only shall include all genders and words importing persons in this Agreement shall include individuals, partnerships, corporations and any other entities, legal or otherwise. The headings used in this Agreement are for ease of reference only and shall not affect the meaning or the interpretation of this Agreement.

1.3 **Accounting Principles**. Wherever in this Agreement reference is made to a calculation to be made or an action to be taken in accordance with generally accepted accounting principles, such reference will be deemed to be International Financial Reporting Standards, which include International Accounting Standards and Interpretations adopted by the International Accounting Standards Board.

1.4 **Knowledge**. For the purposes of this Agreement, whenever “knowledge” is used, it means to the best of the knowledge of the applicable Person, including, in the case of the Corporation, each of the Corporation’s non-Investor appointed directors and senior officers, after making reasonable inquiries concerning the factual matter in question.

1.5 **Schedules**. The following Schedule is attached to and forms part of this Agreement:

1.1(n) - Form of Escrow Agreement

3.1(f) - Capitalization Table

ARTICLE 2- SUBSCRIPTION FOR AND SALE OF SHARES

2.1 **Subscription for and Issuance of Shares**. Subject to and in reliance upon the representations, warranties, covenants, terms and conditions in this Agreement, the Investor agrees to subscribe for and to purchase from the Corporation, and the Corporation hereby agrees to allot and issue to the Investor, 9,375 Shares (the "**Purchased Shares**") at a price of $160 per Share for an aggregate Subscription price of $1,500,000 (the "**Subscription Price**").

2.2 **Payment for Shares**. The Investor shall pay and satisfy the Subscription Price as follows:

(a) the Subscription Price less $1,200,000 (the "**Holdback Amount**") shall be paid by Investor on the Closing Date by wire transfer of immediately funds to the account of the Corporation, such account specifics to be designated in writing by the Corporation to the Investor not later than two days prior to the Closing Date.

(b) the Holdback Amount shall be paid by Investor on the Closing Date by wire transfer of immediately available funds into escrow pursuant to an escrow agreement (the "**Escrow Agreement**") with Clark Wilson LLP, as escrow agent, to be released from escrow to the Corporation in accordance with the terms of the Escrow Agreement.

2.3 **Use of Proceeds**. Unless otherwise agreed in writing by the Investor, the Corporation will use the Subscription Price for funding working capital and management requirements of the Corporation pursuant to budget and business plans agreed to by the Investor and the Corporation prior to Closing and for paying fees and expenses of the transactions contemplated by this Agreement.

ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties of the Corporation**. The Corporation hereby represents and warrants to the Investor as follows, and acknowledges that the Investor is relying on such representations and warranties in completing its subscription for the Purchased Shares:

(a) the Corporation has been duly incorporated and is validly existing in its jurisdiction of incorporation and has completed all annual filings required in order to be in good standing thereunder;

(b) the Corporation has the corporate power and capacity to own and lease its properties and assets and to carry on the Business as now being conducted by it;

(c) the Corporation has the necessary power, capacity, right and authority to enter into and deliver this Agreement and the other Transaction Documents and to perform its obligations hereunder and thereunder;

(d) the Corporation is duly qualified as a company to do business in each jurisdiction in which the nature of the Business or the property or assets owned or leased by it makes such qualification necessary;

(e) no modifications or alterations to the Constating Documents have been proposed or approved by the shareholders of the Corporation and the copies of the Constating Documents provided to the Investor are true, complete and accurate copies thereof;

(f) the authorized, issued and outstanding share and debt capital of the Corporation (including percentage ownership both on a non-diluted and fully diluted basis) and all convertible securities, warrants, stock options or convertible obligations or other rights for the acquisition, purchase, subscription, allotment or issuance of any shares or securities of the Corporation, including the transactions described in this Agreement, is set forth in Schedule 3.1(f) hereto and the issued securities in the capital of the Corporation provided therein (collectively, the "**Issued Securities**") are fully paid and non-assessable, as applicable, and are registered in the names of the persons set forth in Schedule 3.1(f) hereto and are not, to the knowledge of the Corporation, subject to any Encumbrance;

(g) the Issued Securities and the Purchased Shares have been or will be offered, issued, sold and delivered by the Corporation in compliance with all applicable securities laws;

(h) no existing shareholder of the Corporation has any pre-emptive right or right of first refusal that has not been waived in respect of the allotment and issuance of the Purchased Shares and there are no existing shareholder agreements or Contracts of a similar nature relating to the Corporation that has not been disclosed herein or any Issued Securities that have not been terminated or amended to meet the requirements herein;

(i) to the knowledge of the Corporation, there is no voting agreement or similar agreement between any of the shareholders of the Corporation;

(j) no broker or finder acted for the Corporation or one or more of its principals or shareholders in connection with this Agreement, and no broker or finder is entitled to any brokerage or finder's fee or any commission or fee in respect of this Agreement or the transactions contemplated by this Agreement;

(k) except as set forth in Schedule 3.1(f), no Person has any agreement, option or any right or privilege, or any right capable of becoming an agreement, option or any right or privilege, for the acquisition, purchase, subscription, allotment or issuance of any unissued shares or other securities of the Corporation including, but not limited to, any convertible securities, warrants, stock options or convertible obligations (collectively, the "**Securities**"); or to require the Corporation to purchase, redeem or otherwise acquire any of its issued and outstanding shares or Securities;

(l) the Corporation is not under any obligation to register under securities laws any of its currently outstanding Securities or any Securities issuable upon exercise or conversion of its currently outstanding Securities and, to the knowledge of the

Corporation, no holder of Securities of the Corporation has entered into any agreements with respect to the voting of Securities of the Corporation;

(m) other than HotNow ThaiCo, the Corporation has no subsidiaries;

(n) all action on the part of the Corporation and its directors and shareholders necessary for the allotment, issuance and delivery of the Purchased Shares to the Investor has been taken;

(o) the Purchased Shares, when issued, will be duly and validly allotted and issued as fully paid and non-assessable shares in the capital of the Corporation, the Investor will be the legal and registered owner of the Purchased Shares set out in Section 2.1 and will have good and marketable title thereto free and clear of all Encumbrances;

(p) the execution and delivery of the Transaction Documents by the Corporation and the consummation of the transactions contemplated thereby (except as expressly set forth therein) including the sale and issuance of the Purchased Shares will not result in:

(i) the breach or violation of any of the provisions of, or constitute a default under or conflict with or cause the acceleration of any obligation of the Corporation under:

A. any Contract to which the Corporation or by which any of its property or employees is bound;

B. the Constating Documents or any resolution of the shareholders or directors (or any committee thereof) of the Corporation;

C. any judgment, decree, order or award of any court, government, governmental agency, stock exchange, regulatory authority or any other third party having jurisdiction over the Corporation or HotNow ThaiCo;

D. any license, permit, approval, consent or authorization held by the Corporation or any HotNow ThaiCo or necessary to the operation of the Business; or

E. any applicable law, statute, ordinance, regulation or rule; or

(ii) the creation or imposition of any Encumbrance on any of the Purchased Shares or any property or assets of the Corporation or HotNow ThaiCo;

(iii) giving any Person the right to:

A. declare a default or exercise any remedy under any Contract to which the Corporation or HotNow ThaiCo is a party;

B. accelerate the maturity or performance of any Contract, or any provision in any Contract, to which the Corporation or HotNow ThaiCo is a party; or

C. cancel, terminate or modify any Contract to which the Corporation or HotNow ThaiCo is party;

(iv) a request of the Corporation or HotNow ThaiCo to obtain any consent, license certification or approval from any third party which has not been obtained and no person has any rights of first refusal or any pre-emptive rights in connection with the sale, allotment and issuance of the Purchased Shares which has not been waived;

(q) each of the Transaction Documents has been duly authorized by all requisite corporate proceedings of, and on the Closing Date will be executed and delivered by, the Corporation and when executed and delivered will be enforceable against the Corporation in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;

(r) the Business is the only business operation currently carried on by the Corporation;

(s) the Corporation has good, valid and marketable title to all of its material property and assets free and clear of all Encumbrances and there is no Contract, option or any other right of any third party binding upon the Corporation to sell, transfer, assign, pledge, charge, mortgage or in any other way dispose of or encumber any of the material assets of the Corporation, except pursuant to purchase orders accepted by the Corporation in the usual and ordinary course of its business;

(t) the Contracts provided to the Investor (the "**Material Contracts**") represent all of the Contracts which the Corporation or HotNow ThaiCo is party to as of the date hereof other than any Contract that would result in liability to the Corporation of less than $30,000, provided that all such omitted Contracts, excluding customer contracts entered into in the usual and ordinary course of the Business, shall not, in aggregate, result in liability to the Corporation in excess of $75,000. Neither the Corporation, nor to the best of the Corporation's knowledge, any other party thereto is in default or breach under any Material Contract and there exists no condition, event or act that, with the giving of notice or lapse of time or both, would constitute such a default or breach. All such Material Contracts are in full force and effect without amendment thereto, and the Corporation is entitled to all benefits thereunder, and the Corporation has performed all obligations required to be performed by it under such Material Contracts;

(u) the Corporation has complied, in all material respects, with all laws, statutes, ordinances, regulations, rules, judgments, decrees or orders applicable to the Corporation or the Business and no proceeding is pending or, to the best of the Corporation's knowledge, threatened to revoke or limit any License (as defined in Section 3.1(v));

(v) the Corporation has obtained all material licenses, permits, approvals, consents, certificates, registrations or authorizations necessary to carry on the Business or to own or lease any of the property or assets used by the Corporation (collectively, the "**Licenses**" and individually "**License**"). Each License is valid and subsisting and the Corporation is not in default or in breach, in any material respect, of any License;

(w) there is no requirement for the Corporation to make any filing with, give any notice to or to obtain any license, permit, certificate, registration, authorization, consent or approval of, any governmental or regulatory authority as a condition to the lawful consummation of the transactions contemplated by the Transaction Documents;

(x) there are no judgments which remain unsatisfied against the Corporation or consent decrees or injunctions to which the Corporation is subject;

(y) there are no actions, suits or proceedings at law or in equity or by or before any court, governmental agency, arbitrator or arbitration board now pending or to the best of the Corporation's knowledge, threatened against or affecting the Corporation or HotNow ThaiCo or any of the Corporation's properties or assets and to the knowledge of the Corporation, there are no grounds on which any other such action, suit or proceeding might be commenced with any reasonable likelihood of success;

(z) the Corporation has, in the conduct of the Business, complied in all material respects with all applicable laws relating to the use, collection, storage, retention, disclosure, and transfer of personal information and to the privacy thereof;

(aa) the corporate records and minute books of the Corporation contain complete and accurate minutes, in all material respects, of all meetings of the directors and shareholders of the Corporation, as the case may be, held since its incorporation, and the register of shareholders, register of transfers and register of directors of the Corporation are complete and accurate in all material respects;

(bb) the books of account, ledgers, order books, records and documents of the Corporation fairly and accurately disclose, in all material respects, in accordance with generally accepted accounting principles, the financial position of the Corporation as at the Balance Sheet Date and up to the date hereof and all material information relating to the Business and operations of the Corporation, the location and collection of the assets of the Corporation and the nature of all transactions giving rise to the obligations or accounts receivable of the Corporation have been accurately recorded in such books of account, ledgers, order books, records and documents in all material respects;

(cc) the unaudited financial statements of the Corporation for the financial years ended on December 31, 2015, 2014 and 2013, copies of which have been provided to the Investor (collectively, the "**Financial Statements**"):

    (i) present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of the Corporation at December 31, 2015, 2014 and 2013, respectively;

    (ii) present fairly the sales, earnings and the results of the operations of the Corporation during the period ending on December 31, 2015, 2014 and 2013, respectively;

(iii) are in accordance with the books and accounts of the Corporation as of the date thereof; and

(iv) are true and correct in all material respects and are prepared in accordance with applicable generally accepted accounting principles;

(dd) the unaudited financial statements of the Corporation for its fiscal periods leading up to and ended on the Balance Sheet Date were prepared in a manner consistent with the Financial Statements and those financial statements, copies of which have been provided to the Investor (collectively, the "**Interim Financial Statements**"):

(i) present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of the Corporation as at the Balance Sheet Date;

(ii) present fairly the sales, earnings and the results of the operations of the Corporation during the period ending on the Balance Sheet Date;

(iii) are in accordance with the books and accounts of the Corporation as of the date thereof; and

(iv) are true and correct in all material respects and are prepared in accordance with applicable generally accepted accounting principles;

(ee) since the Balance Sheet Date, the Corporation has carried on its business in the usual and ordinary course and the Corporation has not entered into any transaction (including any transfer or sale of assets) out of the usual and ordinary course of business. Since the Balance Sheet Date there has been no material change in the affairs, business, prospects, operations or condition of the Corporation, financial or otherwise, whether arising as a result of any legislative or regulatory change, revocation of any licence or right to do business, fire, explosion, accident, casualty, labour dispute, flood, drought, riot, storm, condemnation, act of God, public force or otherwise, except changes occurring in the usual and ordinary course of business which have not adversely affected the affairs, business, prospects, operations or condition of the Corporation, financial or otherwise. Since the Balance Sheet Date, there has been no resignation or termination of any officer or key employee of the Corporation and the Corporation is not aware of the impending resignation of any such officer or key employees;

(ff) since the Balance Sheet Date, the Corporation has not:

(i) declared or paid any dividends or made any other distribution on any of its Securities;

(ii) redeemed, purchased or otherwise acquired or agreed to acquire any of its Securities;

(iii) transferred, assigned, sold or otherwise disposed of any of its assets or cancelled any debts or claims except, in each case, in the ordinary and usual course of business;

(iv) incurred or assumed any material obligations or liability (fixed or contingent), except unsecured current obligations and liabilities incurred in the ordinary and usual course of business;

(v) issued or sold any shares or any warrants, bonds, debentures or other Securities of the Corporation or issued, granted or delivered any right, option or other commitment for the issuance of any such Securities;

(vi) discharged or satisfied any lien or paid any obligation or liability (fixed or contingent) other than liabilities incurred in the ordinary and usual course of business;

(vii) waived or omitted to take any action in respect of any rights of substantial value, or entered into any commitment or transaction, not in the ordinary and usual course of business;

(viii) made or otherwise authorized or agreed to any changes in any Material Contract;

(ix) increased or agreed to increase the pay of, or paid or agreed to pay any pension, bonus (whether monetary or otherwise), share of profits, or other similar benefit to, any present or former director, employee, or officer or made any general wage increase in respect of personnel which it employs;

(x) mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its assets or property, whether tangible or intangible;

(xi) made any gift of money or of any property or assets to any individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative thereof;

(xii) obligated the Corporation to pay any royalty fee, license fee or management fee pertaining to the Corporation, except for any license fees for commercially available shrink-wrap or click-wrap general office and accounting software purchased and used by the Corporation for its own internal use (“**Off-the-shelf Software**”); or

(xiii) authorized, agreed or otherwise become committed to do any of the foregoing;

(gg) the Corporation has not:

(i) acquired or had the use of any property having a value in excess of $10,000 from a person with whom it was not dealing at arm’s length other than at fair market value other than the use of any property of employees or contractors of the Corporation in the ordinary course of business;

(ii) disposed of any property having a value in excess of $10,000 to a person with whom it was not dealing at arm's length for proceeds other than the fair market value thereof; or

(iii) discontinued carrying on any business in respect of which non-capital losses were incurred;

(hh) the Corporation has no contingent Tax liabilities;

(ii) the Corporation has filed all Tax returns and made all required Tax remittances;

(jj) the Corporation is not indebted or obligated, contingently or otherwise, to any director, officer or shareholder of the Corporation or any other corporation with whom any director, officer or shareholder of the Corporation does not deal at arm's length, except for current liabilities or obligations in favour of any director or officer for director's fees, salaries, wages or benefits arising from services provided to the Corporation which are fair and reasonable for such services;

(kk) except for Contracts of employment and confidentiality and proprietary rights agreements with the employees of the Corporation disclosed to the Investor, the Corporation is not a party to any employment Contract with any director, officer, employee, shareholder, contractor or any person not dealing at arm's length with the Corporation;

(ll) no director, officer or employee of the Corporation:

(i) owns, directly or indirectly, any interest in (except for shares representing less than one percent of the outstanding shares of any class or series of any publicly traded company), or is a director, officer, employee or consultant of, any person which is, or is engaged in business as, a direct or indirect competitor of the Business of the Corporation or a lessor, lessee, supplier, distributor, sales agent or customer of the Business or the Corporation;

(ii) owns, directly or indirectly, in whole or in part, any material property that the Corporation uses in the operation of the Business; or

(iii) has any cause of action or any claim whatsoever against, or owes any amount to, the Corporation in connection with the Business, except for any claims in the ordinary course of business;

(mm) to the knowledge of the Corporation, no employee or contractor of the Corporation has breached any agreement such that the Corporation would be liable to other parties to the breached agreement for employing or continuing to employ such employee or contractor;

(nn) to the knowledge of the Corporation, there is no material disagreement pending between the Corporation and any of its respective present or past employees or contractors that may require or accelerate any payment to any such person by the Corporation;

(oo) no notice has been received by the Corporation and the Corporation has no reason to believe it will receive any complaint filed by any employee against the Corporation claiming that the Corporation, as the case may be, has violated any applicable employee or human rights legislation in the other jurisdictions in which the Corporation conducts or carries on its Business or operates or of any complaints or proceedings of any kind involving the Corporation or any employee of the Corporation before any labour relations board or other similar authority;

(pp) there are no outstanding orders or charges and have never been any fines, levies or assessments against the Corporation under any applicable health and safety legislation in the jurisdictions in which the Business is conducted;

(qq) the Corporation has paid all wages, vacation pay and other remuneration currently due and payable to its employees and has remitted all deductions made by the Corporation from its employee payroll for income Taxes which are currently due for remittance;

(rr) the Corporation is not an owner of real property or a party to or bound by or obligated under any agreement or commitment to own any real property or any interest in real property;

(ss) the Corporation is not a party to or bound by any agreement of guarantee, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person;

(tt) the Corporation has provided the Investor a full, complete and accurate list and description of all Intellectual Property and all agreements or arrangements relating thereto including, without limitation, all software, all customer lists, all licenses, all registered and unregistered trade-marks, unregistered and registered copyrights, patents, trade names and service marks, and any applications or proposed applications therefore included in the Intellectual Property, that is material to the Business (the "**IP Disclosure Statement**"), other than Intellectual Property associated with generally commercially available software, hardware and other products which may have been used or are in use by the Corporation (the "**Commercially Available Intellectual Property**"), and the IP Disclosure Statement specifies the jurisdictions in which each such application has been issued or registered or in which an application for such issuance and registration has been filed, including the respective registration or application numbers and the names of all registered owners and the Corporation has protected its interest in the Intellectual Property in the manner and to the extent described in the IP Disclosure Statement;

(uu) except for Commercially Available Intellectual Property, the Corporation owns all of the Intellectual Property listed in IP Disclosure Statement, free and clear of all Encumbrances, except Permitted Encumbrances and except for any Intellectual Property licensed to the Corporation as disclosed in the IP Disclosure Statement and is entitled to use all of the Intellectual Property without restriction for all present and future applications;

(vv) except as disclosed in the IP Disclosure Statement and except for Commercially Available Intellectual Property:

(i) the Corporation has the exclusive right to use all of the Intellectual Property that is owned by the Corporation, as the case may be, (the “**Owned Intellectual Property**”) and has not granted any license or other rights to any other person in respect of such Intellectual Property;

(ii) the Corporation is not bound by any options, licenses or agreements of any kind with respect to the patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses, proprietary rights or processes of any other Person;

(iii) the Corporation is not required to pay any royalty or other fee to any Person in respect of the use of any of the Intellectual Property;

(iv) there is no restriction on the ability of the Corporation to use or exploit all of the rights in the Owned Intellectual Property;

(v) each of the trade-marks and trade names listed in the IP Disclosure Statement is currently in use;

(vi) to the knowledge of the Corporation, there is no and has not been any unauthorized use, infringement or misappropriation of any of Owned Intellectual Property by any Person, former employee or other third party; and

(vii) to the knowledge of the Corporation, all statements contained in all applications for registration of the Owned Intellectual Property were true and correct in all material respects as of the date of such applications;

(ww) except as disclosed in IP Disclosure Statement:

(i) the Owned Intellectual Property was developed only by the individuals (the “**Developers**”) listed in the IP Disclosure Statement and the list of Developers in the IP Disclosure Statement includes all persons who contributed to the development of the Owned Intellectual Property;

(ii) all Developers, at the time they developed the Owned Intellectual Property, were either fulltime employees of the Corporation, or they were contractors who assigned their intellectual property rights in the Owned Intellectual Property to the Corporation pursuant to written agreements;

(iii) the Developers have waived in writing their moral rights in the Owned Intellectual Property for the benefit of the Corporation, and its successors and assigns;

(iv) except for the third party software (“**Third Party Programs**”) listed in the IP Disclosure Statement and Commercially Available Intellectual Property, any software forming part of the Owned Intellectual Property (the “**Software**”) neither contains nor embodies nor uses nor requires any third party software, including development tools and utilities, and the Software, together with the Third Party Programs, contains all materials necessary for the continued maintenance and development of the Software;

(v) the use of all Software, including the Third Party Programs, by the Corporation in connection with the Business is consistent with the Corporation's rights of use for the Software and the Third Party Programs pursuant to the relevant license or agreement governing such use, as applicable;

(vi) the source code for the Software that is owned by, and not licensed to, the Corporation has not been delivered or made available to any Person and the Corporation has not agreed to or undertaken to or in any other way promised to provide such source code to any Person. The source code is currently stored in a distributed version control system, which is secure and not accessible by anyone outside of the Corporation;

(vii) the IP Disclosure Statement accurately describes the current state of the Owned Intellectual Property and all licensed Intellectual Property used in connection with the Business;

(viii) there are no, and have never been, any other distributors, sales agents, representatives or any other Persons, including VARS, OEMs or resellers to whom the Corporation has granted rights to market or license the Owned Intellectual Property;

(ix) the Corporation has used commercially reasonable efforts to protect each item of Intellectual Property from accidental loss or disclosure of such Intellectual Property and has used commercially reasonable efforts to protect and maintain the rights of licensors of any Intellectual Property; and

(x) to the best of the Corporation's knowledge, the Software is free of any disabling codes or instructions, and any virus or other contaminant that may, or may be used to, access, modify, delete, damage, disable, interrupt, interfere with or hinder the operation of such Software, any system that operates the same or the Business;

(xx) to the best of the Corporation's knowledge, the conduct of the Business does not infringe and the use of the Owned Intellectual Property does not infringe, and the Corporation has not received any notice, complaint, threat or claim alleging infringement of, any copyright, patent, trade-mark, trade name, industrial design, trade secret or other intellectual property or proprietary right of any other Person and to the Corporation's knowledge, the conduct of the Business does not include any activity which may constitute passing off;

(yy) the Corporation has all rights with respect to Commercially Available Intellectual Property necessary to conduct the Business as is presently conducted and, to the knowledge of the Corporation, as is proposed to be conducted, and is using such Commercially Available Intellectual Property in compliance with such rights, and there is no Commercially Available Intellectual Property for which the Corporation does not have a fully-paid up perpetual license or for which the Corporation cannot, to the knowledge of the Corporation, obtain additional rights as may be needed to conduct the Business as is proposed to be conducted;

(zz) neither the Corporation nor to the knowledge of the Corporation, any employee or contractor of the Corporation is in violation in any material respect of any term of any employment contract, general non-disclosure agreement, non-competition agreement or any other covenant or, to the knowledge of the Corporation, any other common law obligation to a former employer or anyone else which relates to the right of any such employee to be employed by the Corporation or to the use of trade secrets or proprietary information of any third party;

(aaa) the Corporation is not a party to any pension plan, profit sharing plan, retirement plan, compensation deferral plan or other plan or arrangement of a similar nature;

(bbb) to the best of the Corporation's knowledge, all technical information developed by and belonging to the Corporation has been kept confidential, other than technical information for which patent protection has been obtained or applied for, and technical information which has been deliberately or consciously made public;

(ccc) all current and former employees of, and contractors to, the Corporation have entered into proprietary rights or similar agreements with the Corporation pursuant to which the employee or contractor assigns to the Corporation all Intellectual Property, technical information and other information developed or worked on by the employee or contractor while employed or engaged by the Corporation. No current or former employee has excluded works or inventions relevant to the Business from his or her assignment of Intellectual Property;

(ddd) all persons having access to or knowledge of the Intellectual Property of a confidential nature that is necessary or required or otherwise used for or in connection with the conduct or operation or proposed conduct or operation of the Business have entered into appropriate non-disclosure agreements with the Corporation; and

(eee) except for Commercially Available Intellectual Property and Third Party Software, the Owned Intellectual Property comprises all of the Intellectual Property used in or necessary for the conduct of the Business.

3.2 **Indemnity by the Corporation**. Subject to the limitations set out in Section 3.7, the Corporation hereby covenants to indemnify the Investor from and against any and all liabilities, losses, damages, costs and expenses whatsoever, including, but not limited to reasonable legal and accounting fees and disbursements (including legal fees on a solicitor and client basis) (individually a "**Loss**" and collectively "**Losses**") incurred by the Investor as a result of any inaccuracy in or any breach of any representation, warranty, or covenant made by the Corporation in this Agreement, the Transaction Documents or any other agreement to be entered into in connection with the transactions contemplated hereby or any certificates delivered or to be delivered by or on behalf of the Corporation pursuant to the terms of this Agreement (collectively the "**Documents**").

3.3 **Representations and Warranties of the Investor**. The Investor represents and warrants to the Corporation (and acknowledges that the Corporation is relying on such representations and warranties in completing the transactions contemplated herein) that:

(a) it is purchasing the Purchased Shares as principal for its own account and not with a view to any resale, distribution or other disposition of all or any of its respective portion of the Purchased Shares;

(b) it is duly incorporated or organized and validly existing under the laws of its jurisdiction of incorporation or organization;

(c) it has the necessary power, capacity, right and authority to enter into and deliver the Transaction Documents to which it is a party and to perform its obligations thereunder; and

(d) the Transaction Documents, when executed and delivered, will constitute legal, valid and binding obligations of the Investor enforceable against it in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally.

3.4 **Indemnification by Investor.** Subject to the limitations set out in Section 3.7, the Investor will indemnify and save harmless the Corporation from and against all Losses directly or indirectly suffered by the Corporation resulting from any breach of representation, warranty or covenant of the Investor set forth in Section 3.3 hereof.

3.5 **Representations, Warranties and Covenants of the Founder**. The Founder represents, warrants and covenants to the Investor (and acknowledges that the Investor is relying on such representations and warranties in completing the transactions contemplated herein) that:

(a) HotNow ThaiCo was established as an entity to facilitate the employment of Thai residents; and

(b) the Founder shall:

(i) not transfer any HotNow Thai securities owned, or over which control or direction is exercised by her (whether owned, or over which control or direction is exercised, on or after the date hereof), without the prior written consent of the Investor, which consent will not be unreasonably withheld,

(ii) not grant a lien on any of her HotNow Thai securities without the prior written consent of the Investor, which consent will not be unreasonably withheld, and

(iii) vote her HotNow Thai securities at any meeting or by written consent in the same manner as are voted by the Corporation.

3.6 **Indemnification by Founder.** Subject to the limitations set out in Section 3.7, the Founder will indemnify and save harmless the Investor from and against all Losses directly or indirectly suffered by the Investor resulting from a breach of 3.5(b).

3.7 **Limitation on Indemnities**.

(a) No party granting an indemnity hereunder (the "**Indemnitor**") shall be required to make an indemnification payment pursuant to Section 3.2, 3.4 or 3.6 for a claim (a "**Claim**") for indemnity by an indemnified party (the "**Indemnitee**") until such time as a Claim alone or together with other Claims exceeds $50,000, at which time the Indemnitor shall be liable for the full amount of all such Claims from the first dollar;

(b) Each Indemnitee agrees to give reasonable notice to the applicable Indemnitor of any Claim, including the factual basis of the Claim and an estimate of the amount of the Claim;

(c) Notwithstanding any other provision of this Agreement, the indemnity provisions in Section 3.2, 3.4 or 3.6 will expire on the date that is two (2) years following the Closing Date (the "**Expiration Date**"); and

(d) Indemnification set forth in this Agreement in respect of the Investor is limited to the Subscription Price as set out in Section 2.1.

ARTICLE 4- COVENANTS BY THE CORPORATION

4.1 **Covenants by Corporation**. The Corporation hereby covenants with the Investor that it will take or has taken all corporate action and will obtain or has obtained all other necessary or desirable authorizations, consents, waivers and approvals for the sale and issuance of the Purchased Shares and for the execution, delivery and performance of the Transaction Documents.

4.2 **Compliance with Securities Laws**. The Corporation shall file all documents and take all proceedings to be taken to permit the Purchased Shares to be sold to the Investor in compliance with all applicable securities laws.

ARTICLE 5- CLOSING AND CONDITIONS OF CLOSING

5.1 **Closing**. The purchase and sale of the Shares will be completed at the Closing to be held at Suite 900, 885 West Georgia Street, Vancouver, B.C. at 2:00 p.m. Vancouver Time on the Closing Date.

5.2 **Investor Conditions Precedent to Closing**. The conditions precedent to the Investor's obligations to close the purchase and sale of its portion of the Purchased Shares under Section 2.1 and as contemplated herein are as follows:

(a) the Investor shall be satisfied with the results of their ongoing technical, financial and legal due diligence work concerning the Corporation and the Business;

(b) there shall have been no material adverse change to the financial position, Business or assets of the Corporation;

(c) the Investor shall have received all necessary internal approval from its investment committee, or as otherwise required;

(d) the Investor shall have received approval of the TSX Venture Exchange;

(e) the Escrow Agreement shall have been completed to the satisfaction of the Investor;

(f) all Transaction Documents shall have been completed to the satisfaction of the Investor;

(g) all necessary corporate approvals required in respect of the Corporation shall have been obtained with respect to the Transaction Documents and the transactions contemplated thereby;

(h) the Corporation shall have received all consents and waivers required under applicable law or agreements to permit the allotment and issuance of the Purchased Shares and the completion of the transactions contemplated under the Transaction Documents;

(i) the documents set forth in Section 5.6 shall have been delivered by the Corporation in accordance therewith;

(j) the representations and warranties of the Corporation contained in Section 3.1 and in any other Transaction Documents shall be true, accurate and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties have been made on and as of the Closing Date; and

(k) the Investor shall be satisfied that the Corporation shall have performed, or be able to perform, all obligations and covenants to be performed by it before or at the Closing or on the Closing Date under the Transaction Documents.

5.3 **Failure to Satisfy Conditions Precedent.** The conditions precedent set forth in Section 5.2 are for the sole benefit of the Investor and whether or not the Investor is satisfied or unsatisfied shall be determined by the Investor in its sole, absolute and unfettered discretion. If one or more such conditions precedent in Section 5.2 are not satisfied on or before the Closing Date and the Investor fails to waive in writing strict compliance therewith, the Investor shall not be obligated to subscribe for and purchase the Purchased Shares and the Closing shall not proceed and the Investor shall be released from its obligations hereunder.

5.4 **Corporation Conditions Precedent to Closing.** The conditions precedent to the Corporation's obligation to close the purchase and sale of the Purchased Shares under Section 2.1 and as contemplated herein are as follows:

(a) the Corporation shall have received all necessary approval from its shareholders and directors;

(b) all consents and waivers required under applicable law or agreement to complete the transactions contemplated by the Transaction Documents shall have been received by the Corporation;

(c) all necessary approvals required in respect of the Investor shall have been obtained with respect to the Transaction Documents and the transactions contemplated thereby;

(d) the documents set forth in Section 5.7 shall have been delivered by the Corporation in accordance therewith;

(e) the representations and warranties of the Investor contained in Section 3.3 and in any other Transaction Documents shall be true, accurate and correct in all materials respects on and as of the Closing Date with the same effect as though such representations and warranties have been made on and as of the Closing Date; and

(f) the Corporation shall be satisfied that the Investor shall have performed, or be able to perform, all obligations and covenants to be performed by it before or at the Closing or on the Closing Date under the Transaction Documents.

5.5 **Failure to Satisfy Conditions Precedent.** The conditions precedent set forth in Section 5.4 are for the sole benefit of the Corporation and whether or not the Corporation is satisfied or unsatisfied shall be determined by the Corporation in its sole, absolute and unfettered discretion. If one or more such conditions precedent in Section 5.4 are not satisfied on or before the Closing Date and the Corporation fails to waive in writing strict compliance therewith, the Corporation shall not be obligated to issue the Purchased Shares and the Closing shall not proceed and such the Corporation shall be released from its obligations hereunder.

5.6 **Documents to be Delivered by Corporation at Closing**. At the Closing, the Corporation will deliver, or will cause to be delivered, to the Investor the following documents:

(a) a certified copy of the Constating Documents;

(b) a certified copy of a resolution of the directors of the Corporation authorizing the allotment and issuance of the Purchased Shares to the Investor and the execution, delivery and performance of the Transaction Documents;

(c) a certified register of members or certificate of incumbency evidencing that the Purchased Shares are duly and validly registered in the respective Investor’s name;

(d) the Transaction Documents duly executed; and

(e) such other documentation as the Investor or its counsel may reasonably request.

5.7 **Documents to be Delivered by the Investor at Closing**. At the Closing, the Investor will deliver, or will cause to be delivered, to the Corporation the following:

(a) its Subscription Price in accordance with Section 2.2;

(b) the Transaction Documents, other than this Agreement, to which it is a party, duly executed in counterpart by an authorized signatory of the Investor; and

(c) such other documentation as the Corporation or its legal counsel may reasonably request.

ARTICLE 6 – SHARE RIGHTS

6.1 **Pre-Emptive Right**.

(a) If any additional Securities are to be issued by the Corporation, the Corporation shall first offer (the "**Offer**") such Securities to the Investor by written notice given to the Investor of the Corporation's intention to issue additional Securities and the number and class thereof to be so issued, the purchase price for each of the Securities and the purchase date which shall be a date not earlier than ten (10) Business Days after such notice. The Investor shall have the right to purchase that proportion of the Securities so offered that is equal to the proportion of Shares owned by the Investor to the aggregate Shares then outstanding at the date notice is given of the Offer. Such right shall be exercisable by the Investor by giving notice to the Corporation within ten (10) Business Days from the receipt of the notice from the Corporation failing which the Offer will be deemed to be refused. If the Investor wishes to purchase more than the Investor's proportionate share, up to the total number of Securities subject to the Offer, the notice shall state such amount.

(b) In the event the Investor accepts the Offer, the Investor shall take up and pay for all or any of the Securities to which the Investor is entitled on the date set out in the notice from the Corporation.

(c) Any Securities not so taken up may be issued within 90 days of the expiration of the ten Business Day period specified in Section 6.1(a) above provided that the Corporation may not issue such Securities on terms more favourable than those offered to the Investor. If no such issuance is made within such 90 day period, the Corporation shall be required, before issuing any Securities, to offer such Securities in the manner provided in this Section 6.1.

(d) The rights of the Investor in this Section 6.1 shall not apply to: (i) granting of stock options that have received Board approval and issuances of Shares on the exercise of stock options granted; (ii) a dividend, share split or other distribution on Shares; (iii) issuances of Securities offered to financial institutions or lessors in connection with commercial credit arrangements, equipment financings or similar transactions that have received Board approval; or (iv) issuances of Securities offered in connection with an arm's length acquisition.

6.2 **Tag Along Right**.

(a) If the Corporation becomes aware that:

(i) a shareholder of the Corporation (the "**Instigating Shareholder**"), either alone or with any other shareholder(s), (collectively, the "**Majority Shareholders**") has Shares that constitute more than 50% of the issued and outstanding Shares of the Corporation;

(ii) the Majority Shareholders wish to transfer (the "**Tag Along Transaction**") any or all of their interest to a purchaser (the "**Proposed Purchaser**"); and

(iii) the Tag Along Transaction will result in a change of Control of the Corporation,

the Corporation shall immediately deliver a written notice (a “**Tag Along Transaction Notice**”) to the Investor. The Tag Along Transaction Notice must include the name of the Proposed Purchaser, the consideration and the other terms and conditions of the Tag Along Transaction, including the completion date and a list of all the documents and materials to be delivered by the Shareholders in connection with the closing of the Tag Along Transaction (collectively, the “**Tag Along Closing Documents**”) and the name of the person to whom the Tag Along Closing Documents are to be delivered.

(b) Upon receipt of the Tag Along Transaction Notice, the Investor may, at least 10 days before the completion date specified in the Tag Along Transaction Notice, deliver a written notice (a “**Tag-Along Notice**”) to the Corporation requiring the Corporation not to approve the sale to the Proposed Purchaser unless, concurrently with the Proposed Purchaser’s purchase of the Majority Shareholders’ interests, the Proposed Purchaser agrees to purchase the Investor’s interest on the same terms and conditions as those set out in the Tag Along Transaction Notice.

(c) If the Investor delivers a Tag-Along Notice, then the Investor will promptly deliver the Tag Along Closing Documents for tender into the Tag Along Transaction in order to effect the transfer of the Investor’s interest to the Proposed Purchaser.

(d) If the Investor delivers a Tag-Along Notice, then the Corporation will only approve the Tag Along Transaction if the Investor’s Shares are also purchased by the Proposed Purchaser on the same terms and conditions.

6.3 **Subdivision, Consolidation, etc. of Shares**. This Agreement shall apply, with the necessary modifications, to any shares into which Shares may be converted or changed, or to any shares resulting from a reclassification, subdivision or consolidation of Shares, and to any securities of the Corporation which are received by the holders of Shares as a stock dividend, and to any securities of the Corporation or any other body corporate which may be received by the holders of Shares on an amalgamation, merger or reorganization of the Corporation.

ARTICLE 7 – INFORMATION AND MANAGEMENT RIGHTS

7.1 **Reporting Requirements.** After Closing Date and for so long as the Investor holds shares in the capital of the Corporation, the Corporation hereby agrees to deliver to the Investor the following:

(a) within 21 days after the end of each month, monthly management reports in a form to be mutually agreed upon in writing;

(b) within 45 days following the end of each financial quarter, an up-to-date capitalization table and unaudited monthly balance sheets, statements of income and statements of changes in financial condition for such period;

(c) within 45 days prior to the end of each fiscal year, an annual budget for the coming year; and

(d) within 120 days after the end of each fiscal year, audited consolidated balance sheets, statements of income and statements of changes in financial position for such year prepared in accordance with International Financial Reporting Standards.

7.2 **Inspection Rights.** The Investor, upon reasonable request, shall have the right to visit and inspect any of the properties of the Corporation or HotNow ThaiCo, and to discuss the affairs, finances and accounts of the Corporation or HotNow ThaiCo with its officers, and to review such information as is reasonably requested all at such reasonable times during normal business hours, provided that the Investor shall not exercise this right more than once in any twelve (12) month period. The Investor may exercise one additional inspection right in such twelve (12) month period in the event that the Purchaser suspects fraud or mismanagement. The Investor (or third party investigators appointed by the Investor) may conduct further investigations if the Investor produces, what the Investor in good faith believes, is evidence of fraud or mismanagement.

7.3 **Board Representation.** For so long as the Investor holds 5% of the shares in the capital of the Corporation, the Investor shall have the right to appoint at least one non-executive director to the board of directors of the Corporation and to appoint a representative to attend as an observer at any meetings of the board of directors of the Corporation or any committee thereof and at any meeting of the board of directors of any subsidiary entity which the Corporation may have from time to time.

7.4 **Information Rights.** The Investor shall be permitted to share financial information with respect to the Corporation with its investors. The Investor undertakes to use commercially reasonable efforts to ensure that the foregoing parties keep the foregoing information confidential.

ARTICLE 8 – GENERAL PROVISIONS

8.1 **Survival of Representations, Warranties and Covenants**. All representations, warranties, covenants and agreements made by the Corporation and the Investor in or pursuant to this Agreement will survive the completion of the transactions contemplated by this Agreement and, notwithstanding such completion or any investigation at any time made by or on behalf of the Investor, shall continue in full force and effect for the benefit of the Investor or the Corporation, as the case may be, until the Expiration Date (as that term is defined in Section 3.7(c) hereof).

8.2 **Time of the Essence**. Time is of the essence of this Agreement.

8.3 **Further Acts**. Each of the parties will, at the request of and at the expense of such party to this Agreement, execute and deliver any further documents and do all acts and things as that party may reasonably require in order to carry out the true intent and meaning of this Agreement.

8.4 **Enurement**. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, administrators, successors and assigns.

8.5 **Governing Law and Attornment**. This Agreement and the other Transaction Documents shall be governed exclusively by the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties agree to irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia and agree that any proceedings taken in respect to this Agreement shall be taken in such courts (and the Supreme Court of Canada, if necessary). This Section 8.5 shall not be construed to affect the rights of a party to enforce a judgment or award outside British Columbia, including the right to record and enforce a judgment or award in any other jurisdiction.

8.6 **Entire Agreement**. This Agreement and the Transaction Documents constitute the entire agreement among the parties with respect to the transactions contemplated hereby and supersede all prior negotiations, proposals representations, warranties and agreements, whether oral or written.

8.7 **Notices**. Any notice required or permitted to be given under this Agreement by any party will be deemed to have been well and sufficiently given if mailed by prepaid registered mail, or sent by facsimile machine ("**faxed**") or delivered at, the address or fax number of the party to whom it is directed, in the case of the Corporation to the address set forth on page one, and in the case of the Investor to the addresses set forth on page one or at such other reasonable address at which personal delivery may be effected as such party may from time to time give notice of, and any such notice shall be deemed to have been received, if mailed, six business days after the time of mailing and, if delivered or faxed, upon the date of delivery or faxing.

8.8 **Currency**. Unless otherwise indicated, all references in this Agreement to dollars are references to United States dollars.

8.9 **Business Day**. Any obligation required to be performed by a party under this Agreement on a Saturday, Sunday or other day on which the chartered banks in the city of Vancouver, British Columbia will be properly discharged if performed by such party on the next following day which is not a Saturday, Sunday or other day on which the chartered banks in the city of Vancouver, British Columbia.

8.10 **Waiver**. The failure by any party to insist in any one or more instances upon the strict performance of any one of the covenants contained in this Agreement will not be construed as a waiver or relinquishment of such covenant. No waiver by any party of any such covenant will be deemed to have been made unless expressed in writing and signed by the waiving party.

8.11 **Severability**. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability, in any jurisdiction, will not invalidate or render unenforceable such provision in any other jurisdiction.

8.12 **Amendments**. No term or provision of this Agreement may be amended except by an instrument in writing signed by all of the parties to this Agreement.

8.13 **Assignment**. No party shall assign its rights under this Agreement without the consent of the other parties hereto.

8.14 **Counterparts**. This Agreement may be executed in any number of counterparts (including fax) each of which when so executed will be deemed to be an original and when taken together shall constitute the entire and same agreement.

8.15 **No Partnership**. Nothing in this Agreement or in the relationship of the parties hereto shall be construed as in any sense creating a partnership among the parties or as giving to any party any of the rights or subjecting any party to any of the creditors of the other parties.

8.16 **Independent Legal Advice.** The Corporation and Founder agree that Clark Wilson LLP ("**CW**") has acted as counsel only to the Investor and CW is not protecting the rights of any other party to this Agreement. The other parties to this Agreement acknowledge and agree that the Investor and CW have given them the opportunity to seek, and have recommended that such parties obtain independent legal advice with respect to the subject matter of this Agreement and other related documents and, further, each of the other parties hereby represent and warrant to the Investor and CW that such party has independent legal advice or waives such advice.

[Signature Page Follows]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first above written.

RED ANCHOR TRADING CORP.

Per: "*Nithinan Boonyawattanapisut*"
Authorized Signatory

CAPSTREAM VENTURES INC.

Per: "*Shogo Suzuki*"
Authorized Signatory

"*Nithinan Boonyawattanapisut*"

Witness

NITHINAN BOONYAWATTANAPISUT

Schedule 3.1(f)

Capitalization Table

Shareholder	Shares	Percentage
Nithinan Boonyawattanapisut	19,091	32.15%
John Todd Bonner	19,091	32.15%
RA Management	4,971	8.37%
Minority Investors	6,847	11.53%
Capstream	9,375	15.79%
Total	**59,375**	**100%**

Schedule 1.1(n)

Form of Escrow Agreement

Please See Attached

ESCROW AGREEMENT

THIS AGREEMENT is made as of the ♦ day of November, 2016.

AMONG:

CAPSTREAM VENTURES INC., a corporation incorporated under the laws of British Columbia

(the "**Investor**")

AND

RED ANCHOR TRADING CORP., a corporation incorporated under the laws of the British Virgin Islands

(the "**Corporation**")

AND

CLARK WILSON LLP

(the "**Escrow Agent**")

WHEREAS:

A. The Investor, the Corporation and Nithinan Boonyawattanapisut have entered into an investment agreement dated October 25, 2016 (the "**Investment Agreement**") pursuant to which, among other things, the Investor has agreed to acquire the Purchased Shares on the terms and subject to the conditions of the Investment Agreement;

B. Pursuant to Section 2.2(b) of the Investment Agreement, a portion of the Subscription Price is to be deposited in escrow with the Escrow Agent, to be held and distributed by the Escrow Agent on the terms and conditions set forth herein; and

C. The Escrow Agent has agreed to act as escrow agent for the purpose of holding and disbursing the Escrow Funds (as defined herein) pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, conditions, agreements and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties (as defined herein) and the Escrow Agent to this Agreement, the Parties and the Escrow Agent agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions

Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Investment Agreement.

1.2 New Defined Terms

In this Agreement, the following words and phrases have the following meanings:

(a) "**Agreement**", "**this Agreement**", "**the Agreement**", "**hereof**", "**herein**", "**hereto**", "**hereby**", "**hereunder**" and similar expressions mean this escrow agreement dated November ♦, 2016 between the Investor, the Corporation and the Escrow Agent, including all schedules and all instruments amending or restating this Agreement. All references to "**Articles**", "**Sections**" and "**Schedules**" mean and refer to the specified article, section and schedule of this Agreement;

(b) "**Binding Settlement**" has the meaning specified in Section 5.5;

(c) "**Escrow Expiry Date**" means February ♦, 2017. **[NTD: to be 90 days from the Closing Date]**;

(d) "**Escrow Funds**" means the sum of $1,200,000.00, which is deposited with the Escrow Agent hereunder, less any amounts paid pursuant to this Agreement;

(e) "**Investment Agreement**" has the meaning specified in the recitals;

(f) "**Parties**" means the Investor and the Corporation, and "**Party**" means either of them;

(g) "**Release Event**" means receipt by the Corporation and the Investor of a register of members or certificate of incumbency certified by the Corporation's legal counsel or transfer agent demonstrating the issuance of Ordinary Shares in the capital of the Corporation for aggregate subscription proceeds of a minimum of $500,000, which Ordinary Shares were issued at a price per Ordinary Share equal to a pre-money valuation of the Corporation of a minimum of $10,000,000; and

(h) "**Release Notice**" has the meaning specified in Section 3.3(a).

1.3 Certain Rules of Interpretation

In this Agreement:

(a) time is of the essence in and of this Agreement;

(b) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end;

(c) whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day;

(d) unless otherwise specified, all references to amounts of money in this Agreement refer to the lawful currency of the United States of America;

(e) the descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement;

(f) where the word "**including**" or "**includes**" is used in this Agreement, it means "**including without limitation**" or "**includes without limitation**";

(g) the use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits; and

(h) any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

1.4 Applicable Law

This Agreement shall be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated, in all respects, as a British Columbia contract.

1.5 Schedule

Schedule "A" *Form of Notice of Release* appended to this Agreement shall be deemed to be an integral part of this Agreement.

ARTICLE 2
ESCROW AGENT AND ESCROW FUNDS

2.1 Appointment of Escrow Agent

The Parties hereby appoint the Escrow Agent to act as agent on their behalf pursuant to this Agreement, and the Escrow Agent hereby accepts such appointment on the terms and conditions of this Agreement. Upon release by the Escrow Agent of all amounts held in escrow hereunder, the appointment of the Escrow Agent shall be automatically terminated without further act or formality.

2.2 Deposit of Escrow Funds

The Escrow Agent acknowledges that, upon receipt, it will hold and deal with the Escrow Funds, together with all interest earned thereon as contemplated by Section 2.3, in accordance with the terms of this Agreement.

2.3 Investment of Escrow Funds

Until such time as the Escrow Funds are distributed by the Escrow Agent as provided herein, the Escrow Agent shall deposit the Escrow Funds into an interest-bearing short term (overnight) investment vehicle with or issued by a Canadian chartered bank. The Escrow Agent shall not be held liable for any losses incurred in the deposit or investment of any of the Escrow Funds (or any interest earned thereon). The Escrow Agent shall thereafter continue to invest the Escrow Funds until all of the Escrow Funds have been distributed pursuant to this Agreement.

ARTICLE 3
PAYMENT OF ESCROW FUNDS

3.1 Authorized Disbursements

The Escrow Agent is hereby authorized to release the Escrow Funds only in accordance with this Agreement.

3.2 Release Event

Pursuant to the terms of the Investment Agreement, the Corporation has agreed to use commercially reasonable efforts to achieve the Release Event prior to the Escrow Expiry Date.

3.3 Release of Escrow Funds

(a) The Parties shall, within two (2) Business Days of the Release Event, jointly instruct the Escrow Agent, (by delivering a notice of release in the form set out in Schedule “A” (the “**Release Notice**”), to release the Escrow Funds in accordance with the Release Notice.

(b) Within two (2) Business Days of receiving a Release Notice, the Escrow Agent shall release the Escrow Funds in accordance with the Release Notice.

3.4 Payment of Escrow Funds Following the Escrow Expiry Date

(a) If the Escrow Agent does not receive the Release Notice prior to the Escrow Expiry Date, the Escrow Agent shall return the Escrow Funds (and any interest earned thereon) to the Investor by cheque or as otherwise agreed to by the Investor and the Escrow Agent.

(b) If the Escrow Agent is required to return the Escrow Funds to the Investor, the Investor agrees to execute the applicable documents to return for cancellation the 7,500 Purchased Shares to the treasury of the Corporation.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

Each of the Investor and the Corporation represents and warrants to the other Party and the Escrow Agent hereto, with respect to itself only, as follows: (i) it has full legal right, power and authority to enter into and perform all of its respective obligations under this Agreement; (ii) the execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not violate any other agreement to which it is a Party; (iii) this Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding agreement, enforceable against it in accordance with its terms except as (A) the enforceability hereof may be limited by bankruptcy, insolvency, moratorium or other similar applicable laws affecting the enforcement of creditors’ rights generally, and (B) the availability of equitable remedies may be limited by equitable principles of general applicability; and (iv) its execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not require the consent, waiver, approval, licence or authorization of or any filing with and governmental or regulatory authority or other Person and will not violate, result in a breach of, or the acceleration of any obligation under, or constitute a default under, any provision of its constating documents, or any indenture, mortgage, lien, lease, agreement, contract, instrument, order, law, rule, regulation, judgement, ordinance, decree, or restriction by which it or any of its properties or assets is bound.

ARTICLE 5
ESCROW AGENT

5.1 Duties and Liabilities of the Escrow Agent

(a) The Escrow Agent shall have no duties or responsibilities other than those expressly set forth in this Agreement, which the Escrow Agent and the Parties agree are purely administrative in nature, and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall have no duty to enforce any obligation of any Person, other than as provided herein. For greater certainty, the Escrow Agent is not bound by any agreement, arrangement or understanding relating to or arising out of the matters provided for in this Agreement, except as expressly set forth in this Agreement.

(b) The Escrow Agent shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith, and in the exercise of its own best judgment, and shall not be held liable for any error in judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law or for anything which it may do or refrain from doing in relation to this Agreement unless it shall be proved that the Escrow Agent was grossly negligent in ascertaining the pertinent facts or acted intentionally in bad faith.

(c) The Escrow Agent may rely, and shall be protected in acting, upon any judgment, order, notice, demand, direction, certificate or other instrument, paper or document which may be submitted to it in connection with its duties hereunder and the directions incorporated therein and which is believed by the Escrow Agent to be genuine and signed or presented by the proper Party or any Person(s), and may accept the same as sufficient evidence of the facts stated therein. The Escrow Agent shall in no way be bound to call for further evidence (whether as to due execution, validity or effectiveness, or the jurisdiction of any court, or as to the truth of any fact), and shall not be responsible for any loss that may be occasioned by its failing to do so.

(d) In the event that the Escrow Agent shall become involved in any arbitration or litigation relating to the Escrow Funds, the Escrow Agent is authorized to comply with any decision reached through such arbitration or litigation.

(e) If the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any Party hereto or from a third Person with respect to any matter arising pursuant to this Agreement which, in its opinion, are in conflict with any provision of this Agreement, it shall be entitled to refrain from taking any action authorized and directed hereunder until it shall be authorized or directed otherwise in writing by both the Corporation and the Investor, or by an order of a court of competent jurisdiction from which no further appeal may be taken.

(f) The Escrow Agent shall not be required to use, advance or risk its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights under this Agreement other than any such liability as may arise from the failure of the Escrow Agent to perform such duties as are specifically set forth in this

Agreement or as a result of the wilful misconduct, fraud or negligent acts or omissions on the part of the Escrow Agent or its representatives.

(g) Except as herein otherwise provided, the Escrow Agent is authorized and directed to disregard any and all notices and warnings which may be given to it by any of the Parties or by any other person. It shall, however obey any order, judgment or decree of any court of competent jurisdiction, and it is hereby authorized to comply with and obey such orders, judgments or decrees and in case of such compliance, it shall not be liable by reason thereof to any of the Parties or to any other person, even if thereafter any such order, judgment or decree may be reversed, modified, annulled, set aside or vacated.

(h) If proceedings are taken in any court respecting the Escrow Funds, the Escrow Agent shall not be obliged to defend any such action or submit its rights to the court until it has been indemnified by other good and sufficient security in addition to the indemnity given in Section 5.3 against its costs of such proceedings.

(i) The Escrow Agent may: (i) refrain from taking any action under this Agreement until it is authorized or directed otherwise in writing by each of the Parties, or by an order of a court of competent jurisdiction from which no further appeal may be taken or (ii) deposit the Escrow Funds with a court of competent jurisdiction in Vancouver, British Columbia, Canada, if:

(i) the Escrow Agent is uncertain as to its duties or rights under this Agreement;

(ii) the Escrow Agent receives instructions, claims or demands from any of the Parties or any other person with respect to any matter under this Agreement which, in its opinion, are in conflict with this Agreement;

(iii) there is a disagreement between the Parties which, in the reasonable opinion of the Escrow Agent, may result in adverse claims or demands with respect to the Escrow Funds; or

(iv) any of the Parties or the Escrow Agent, disagree about the interpretation of this Agreement or about the rights and obligations of the Escrow Agent or the propriety of any action taken by the Escrow Agent pursuant to this Agreement.

(j) Upon the Escrow Agent depositing the Escrow Funds with a court in accordance with Section 5.1(i), the Escrow Agent shall be released from its duties and obligations under this Agreement. Sections 5.2 and 5.3 and the provisions of this Agreement relating to the protection of the Escrow Agent shall survive such release of the Escrow Agent

5.2 Escrow Agent’s Fees, Costs and Expenses

The Investor agrees to pay the reasonable fees, expenses and disbursements incurred by the Escrow Agent in connection with the performance of its obligations hereunder, including fees, reasonable expenses and disbursements incurred by its counsel.

5.3 Indemnification of Escrow Agent

The Investor and the Corporation will, jointly and severally, keep the Escrow Agent indemnified at all times against all actions, proceedings, losses, liabilities, costs, claims and demands incurred or sustained by the Escrow Agent in respect of any matter or thing done by it under, pursuant to or in connection with this Agreement, or otherwise arising in connection with its office as Escrow Agent hereunder, except in so far as the same arose through the gross negligence or wilful misconduct on the part of the Escrow Agent or otherwise arose from any breach by it of its obligations under this Agreement. Without limiting the generality of the foregoing, the Investor and the Corporation will, jointly and severally, indemnify the Escrow Agent against all legal or other fees arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the costs and expenses of defending itself against any claim of liability or any action for interpleader.

5.4 Resignation, Removal of Escrow Agent

(a) The Escrow Agent may resign its trust and be discharged from all further duties and liabilities hereunder after giving five (5) days' written notice to the Corporation and the Investor or such shorter notice as the Corporation and the Investor may accept as sufficient, and may be removed from its office as such Escrow Agent by the Corporation and the Investor jointly at any time by not less than five (5) Business Days' written notice given to the Escrow Agent. Upon discharge or removal, the Escrow Agent shall deliver the Escrow Funds and all interest accrued thereon by certified cheque as jointly directed by the Investor and the Corporation.

(b) In the event of the resignation of the Escrow Agent or its removal from office, the Corporation and the Investor shall jointly appoint a successor and, failing agreement on the selection of a successor within five (5) Business Days of delivery of written notice by the Investor to the Corporation, either Party may apply to a court of competent jurisdiction to appoint a successor.

5.5 Dispute Resolution

It is understood and agreed that should any dispute arise with respect to the delivery, ownership, right of possession and/or disposition of the Escrow Funds, or should any claim be made upon the Escrow Agent or the Escrow Funds by a third party, the Escrow Agent, upon receipt of notice of such dispute or claim, is authorized and shall be entitled (at its sole option and election) to retain in its possession without liability, all or any of said Escrow Funds until such dispute shall have been settled either by the mutual written agreement of the Parties involved or by a final order, decree or judgement of a court or arbitrator of competent jurisdiction, the time for perfection of an appeal of such order, decree or judgment having expired. A copy of any such settlement or final order, decree or judgment of a court or arbitrator of competent jurisdiction (a "**Binding Settlement**") shall be delivered to the Escrow Agent by the Investor, with a copy to the Corporation, forthwith upon receipt thereof. The Escrow Agent may, but shall be under no duty whatsoever to, institute or defend any legal proceedings which relate to the Escrow Funds.

5.6 Legal Counsel

The Escrow Agent may employ or retain such counsel, accountants, appraisers or other experts or advisers as it may reasonably require for the purpose of discharging or determining its duties, obligations or rights hereunder and may pay reasonable remuneration for all services so performed by any of them, and shall not be responsible for any misconduct or negligence on the part of any such experts or advisers who have been appointed with due care by the Escrow Agent. The Escrow Agent, its officers, directors, employees and agents shall incur no liability and shall be fully protected in acting or not acting in accordance with any opinion, instruction or advice of counsel or such expert so long as, in all cases, they act in good faith in accordance with any opinions, instructions or advice. The cost of such services shall be added to and be part of the Escrow Agent's fees hereunder.

5.7 Anti-Money Laundering and Privacy

(a) Each Party to this Agreement other than the Escrow Agent hereby represents to the Escrow Agent that any account to be opened by, or interest to held by the Escrow Agent in connection with this Agreement, for or to the credit of such Party, either (i) is not intended to be used by or on behalf of any third party; or (ii) is intended to be used by or on behalf of a third party, in which case such party hereto agrees to complete and execute forthwith a declaration in the Escrow Agent's prescribed form as to the particulars of such third party.

(b) The Escrow Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Escrow Agent, in its sole judgement, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Escrow Agent, in its sole judgement determine at any time that its acting under this Agreement has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on ten (10) days prior written notice to all Parties provided that (i) the Escrow Agent's written notice shall describe the circumstances of such non-compliance; and (ii) that if such circumstances are rectified to the Escrow Agent's satisfaction within such ten (10) day period, then such resignation shall not be effective.

(c) The Parties acknowledge that the Escrow Agent may, in the course of providing services hereunder, collect or receive financial and other personal information about such Parties and/or their representatives, as individuals, or about other individuals related to the subject matter hereof, and use such information for the following purposes:

(i) to provide the services required under this Agreement and other services that may be requested from time to time;

(ii) to help the Escrow Agent manage its servicing relationships with such individuals; and

(iii) to meet the Escrow Agent's legal and regulatory requirements;

(d) Each Party acknowledges and agrees that the Escrow Agent may receive, collect, use and disclose personal information provided to it or acquired by it in the course of this Agreement for the purposes described above. Further, each Party agrees that it shall not provide or cause to be provided to the Escrow Agent any personal information relating to an individual who is not a Party to this Agreement unless that Party has assured itself that such individual understands and has consented to the aforementioned uses and disclosures.

5.8 Capacity of Escrow Agent

The parties to this Agreement acknowledge that the Escrow Agent is a firm of barristers and solicitors that acts for the Investor and that it may continue to act as such during the term of this Agreement and before and after any assignment of its rights and obligations under this Agreement to a successor escrow agent. The Escrow Agent will not be deemed to be in conflict by virtue of its holding the Escrow Amount or performing its duties under this Agreement.

ARTICLE 6
MISCELLANEOUS

6.1 Independent Legal Advice

With respect to the preparation of this Agreement and the rights and obligations herein, each of the Parties acknowledges and agrees that all Parties have been advised to seek, and have sought or have otherwise waived, independent legal advice with respect to this Agreement and the documents delivered pursuant hereto.

6.2 No Requirement for Determination or Decision

The Escrow Agent is not required to make any determination or decision with respect to the validity of any claim made by any of the Parties, or of any denial thereof, but may rely conclusively on the terms of this Agreement and the documents delivered to it in connection with this Agreement.

6.3 Entire Agreement

This Agreement sets forth the entire agreement among the Escrow Agent and the Parties with respect to the matters contained herein.

6.4 Notices

Any notice, request, instruction or other document to be given hereunder shall be in writing and delivered personally or sent by email or prepaid overnight courier,

(a) if to the Investor:

Capstream Ventures Inc.
Suite 530 – 625 Howe Street
Vancouver, BC, V6C 2T6

Attention: Todd Bonner
Email: Todd@axioncapital.net

with copies to

Clark Wilson LLP
900 – 885 West Georgia Street
Vancouver, BC V6C 3H1

Attention: Craig Rollins
Email: CRollins@cwilson.com

(b) if to the Corporation:

Red Anchor Trading Corp.
Morgan & Morgan Building,
P.O. Box 958, Pasea Estate, Road Town,
Tortola, British Virgin Islands

Attention: Nithinan Boonyawattanapisut
Email: nithinan@hot-now.com

(c) if to the Escrow Agent:

Clark Wilson LLP
900 – 885 West Georgia Street
Vancouver, BC V6C 3H1

Attention: Virgil Hlus
Email: VHlus@cwilson.com

Any notice or other communication transmitted in accordance with this Section 6.1 shall for all purposes of this Agreement be treated as given or effective, if personally delivered, upon receipt, or, if sent by courier, upon the earlier of receipt or the end of the third Business Day following the date of delivery to such courier, or, if e-mailed, upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement) provided that in any event if a notice is not sent on a Business Day or is sent after 4:00 p.m. (addressee's local time) on a Business Day, such notice shall be deemed to have been given and received on the first Business Day after its transmission.

6.5 Waiver

Except as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence, forbearance or other accommodation by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all covenants in this Agreement or in any document delivered pursuant to this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

6.6 Severability

If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be illegal, invalid or unenforceable: (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Person or circumstance shall not be affected thereby; and (b) the Parties will negotiate in good faith to amend this Agreement to implement the intentions set forth in this Agreement. Each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law.

6.7 Assignment and Enurement

Neither the Corporation nor the Investor may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement except in conjunction with a permitted assignment of its rights or obligations under the Investment Agreement and then only to the permitted assignee of their rights or obligations under the Investment Agreement. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or merger of any Party**)** and permitted assigns hereunder.

6.8 Expenses

Each Party shall pay its respective legal, accounting and other professional advisory fees, costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement and all documents and instruments executed or delivered pursuant to this Agreement, as well as any other fees, costs and expenses incurred, unless otherwise specifically set out in this Agreement.

6.9 Further Assurance

The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

6.10 Execution by Electronic Transmission

The signature of any of the Parties and the Escrow Agent hereto may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

6.11 Counterparts

This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]

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

CAPSTREAM VENTURES INC.

Per: ______________________________
Name:
Title:

RED ANCHOR TRADING CORP.

Per: ______________________________
Name:
Title:

CLARK WILSON LLP

Per: ______________________________
Name:
Title:

SCHEDULE A

FORM OF NOTICE OF RELEASE

TO: CLARK WILSON LLP ("Escrow Agent")

Pursuant to section 3.3(a) of the Escrow Agreement dated November ♦, 2016 among Capstream Ventures Inc., Red Anchor Trading Corp. and the Escrow Agent (the "**Escrow Agreement**"), you are hereby instructed to release funds out of the Escrow Amount (as defined in the Escrow Agreement) as follows:

Recipient	Transfer Instructions (e.g. Wire Particulars)	Date of Release	Amount
Red Anchor Trading Corp.	♦	♦	$♦

Dated this ____ day of ___________________, 2016.

CAPSTREAM VENTURES INC.

Per: _______________________________________
Name:
Title:

RED ANCHOR TRADING CORP.

Per: _______________________________________
Name:
Title: