
OAKBRANCH MEDIA INC.
CLASS A PREFERRED SHARE PURCHASE AGREEMENT
JUNE 6, 2014

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- A. Amended Articles**
- B. Conditions Precedent to Subsequent Closings**
- C. Option Agreement**
- D. Shareholders Agreement**
- E. Compliance Certificate**
- F. Secretary's Certificate**
- G. Schedule of Exceptions**
- H. Canadian Purchaser's Certificate**
- I. Form of Company Counsel Legal Opinion**
- J. Form of Director and Officer Indemnification Agreement**

CLASS A PREFERRED SHARE PURCHASE AGREEMENT

This Agreement ("*Agreement*"), dated as of June 6, 2014, is made by and between OAKBRANCH MEDIA INC., a British Columbia company (the "*Company*"), and BRISIO INNOVATIONS INC., a British Columbia company (the "*Purchaser*").

In consideration of the mutual promises and covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1

AUTHORIZATION AND SALE OF CLASS A PREFERRED SHARES

1.1 **Authorization of Class A Preferred Shares.** The Company has authorized (i) the sale and issuance to the Purchaser of up to 433,334 (the "*Shares*") Class A Preferred Shares (the "*Class A Preferred Shares*") and (ii) the allotment and reservation for issuance of the Common shares of the Company issuable upon conversion of the Shares (the "*Conversion Shares*"). The Shares and the Conversion Shares have the rights, preferences, privileges and restrictions set out in the Company's Articles, a copy of which is attached hereto as Exhibit A (the "*Amended Articles*").

1.2 **Sale and Issuance of Class A Preferred Shares.** Subject to the terms and conditions of this Agreement, the Purchaser agrees to purchase, and the Company agrees to sell and issue to the Purchaser, a total of 433,334 Shares, at a per share purchase price of CA\$0.30 (the "*Per Share Price*"), as follows:

- (a) 166,667 Shares, at the Initial Closing (as defined below);
- (b) 166,667 Shares, at a subsequent Closing (as defined below), upon fulfilment by the Company of the conditions for that Closing set out in Part 1 of Exhibit B attached hereto to the satisfaction of the Purchaser, acting reasonably; and
- (c) 100,000 Shares, at a subsequent Closing, upon fulfilment by the Company of the conditions for that Closing set out in Part 2 of Exhibit B attached hereto to the satisfaction of the Purchaser, acting reasonably.

ARTICLE 2

CLOSING DATES; DELIVERY

2.1 **Closing Date.** The purchase and sale of the Shares under this Agreement will take place at multiple closings (each of which is referred to as a "*Closing*"). The initial Closing (the "*Initial Closing*") will take place on June 6, 2014 at 10:00 a.m., local time, at the offices of Clark Wilson LLP, 900 – 885 West Georgia Street, Vancouver, BC V6C 3H1, or such other date, time and place upon which the Company and the Purchaser agree, and the subsequent Closing(s) will take place on the date(s) upon which the Company fulfils the applicable conditions therefor, as set out in Exhibit B (the date of the Initial Closing and each subsequent Closing is referred to as a "*Closing Date*").

2.2 **Delivery and Payment.** At each Closing, the Company will deliver to each Purchaser a share certificate, registered in the Purchaser's name, representing the number of Shares to be purchased by the Purchaser at that Closing, against payment of the purchase price therefor, by bank draft to the Company or by wire transfer of immediately available funds.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth on the Schedule of Exceptions (the "*Schedule of Exceptions*") attached hereto as Exhibit G, the Company represents and warrants to the Purchaser that the statements in the following paragraphs of this ARTICLE 3 are all true and complete as of the date of this Agreement:

3.1 Organization, Standing and Qualification. The Company is an existing company under the laws of the Province of British Columbia and is in good standing with the British Columbia Registrar of Companies with respect to the filing of annual reports. The Company has the requisite corporate power and authority to own and operate its properties and assets and to carry on its business as presently conducted. The Company is qualified to do business as a foreign corporation in each jurisdiction where the failure to be so qualified would have a material adverse effect on the business, financial condition, properties, assets or prospects of the Company.

3.2 Subsidiaries. The Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

3.3 Corporate Power. The Company has all requisite legal and corporate power and authority to execute and deliver this Agreement, the Option Agreement in substantially the form attached hereto as Exhibit C (the "*Option Agreement*") and the Shareholders Agreement in substantially the form attached hereto as Exhibit D (the "*Shareholders Agreement*," and together with this Agreement and the Option Agreement, the "*Investment Agreements*"), to sell and issue the Shares hereunder, to issue the Conversion Shares in accordance with the provisions of the Articles and to carry out and perform its obligations under the terms of the Investment Agreements and the Articles.

3.4 Capitalization.

(a) The authorized capital of the Company and the number of shares issued and outstanding in each class of shares of the Company immediately prior to the Initial Closing is as set out in Section 3.4(a) of the Schedule of Exceptions. All currently outstanding shares in the capital of the Company have been duly authorized and validly issued in compliance with applicable laws, and are fully paid and non-assessable. All shares in the capital of the Company issuable upon the conversion or exercise of all convertible or exercisable securities will be issued in compliance with applicable securities laws.

(b) Except as set forth in this Section 3.4, as of the date hereof, there are no options, warrants or other rights to purchase or acquire any of the Company's Common shares or Class A Preferred Shares or any securities convertible or exchangeable into Common shares or Class A Preferred Shares (including, without limitation, conversion, preemptive or first refusal rights).

(c) The Schedule of Exceptions sets forth a complete list of each outstanding security of the Company immediately following the Initial Closing, together with a description of the material terms of the vesting provisions and, to the Company's knowledge, the rights of first refusal and rights of repurchase applicable to each such security. Except for (i) the conversion privileges attached to the Shares, (ii) the rights provided to the Purchaser under the Option Agreement and (iii) the rights provided in the Shareholders Agreement, there are no outstanding options, warrants, rights (including

conversion or preemptive rights and rights of first refusal or similar rights) or agreements, orally or in writing, to purchase or acquire from the Company any shares of any class or series of the Company, or any securities convertible into or exchangeable for any such shares.

(d) The Company has obtained valid waivers of any rights by other parties to purchase any of the securities covered by this Agreement.

3.5 Authorization. All corporate action on the part of the Company, its directors and shareholders necessary for (i) the authorization, execution, delivery and performance of the Investment Agreements by the Company, (ii) the authorization, sale, issuance and delivery of the Shares and the Conversion Shares, and (iii) the authorization of the filing of the Articles has been taken or will be taken prior to the Initial Closing. The Investment Agreements, when executed and delivered by the Company, will constitute valid and legally binding obligations of the Company, enforceable in accordance with their terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance, injunctive relief or other equitable remedies. The Shares, when issued in compliance with the provisions of this Agreement, will be validly issued, fully paid and non-assessable, and will have the rights, preferences, privileges and restrictions described in the Articles; the Conversion Shares have been duly and validly reserved and, when issued in compliance with the Articles, will be validly issued, fully paid and non-assessable; and the Shares and the Conversion Shares will be free of restriction on transfer and any liens or encumbrances other than any liens or encumbrances created by or imposed by the Purchaser, except that that the Shares and the Conversion Shares are subject to the restrictions on transfer set out in the Articles and may be subject to restrictions on transfer under applicable U.S. and Canadian securities laws, rules and regulations ("*Applicable Securities Laws*") and restrictions set forth in the Investment Agreements.

3.6 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, provincial or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement, except (i) the filings required by Applicable Securities Laws and (ii) such other post-closing filings as may be required.

3.7 Offering. Subject to the representations and warranties of the Purchaser in ARTICLE 4 of this Agreement being true and correct, the offer, sale and issuance of the Shares are exempt from the prospectus and registration requirements of any Applicable Securities Laws.

3.8 Litigation. There is no pending action, suit, proceeding, arbitration, mediation, complaint, adverse claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company's knowledge, currently threatened (a) against the Company or (b) by or against any consultant, officer, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or (c) that could otherwise materially impact the Company or the consummation of the transactions contemplated in the Investment Agreements. There is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened in writing (or any basis therefor known to the Company) involving the prior employment of any of the Company's employees, their services provided in connection with the Company's business, any information or techniques allegedly proprietary to any of their former employers or their obligations under any agreements with prior employers.

3.9 Intellectual Property.

(a) The Company owns or possesses sufficient legal rights to all patents, patent applications, trademarks, trademark applications, trade names, copyrights, trade secrets, domain names, licenses (software or otherwise), information, processes and similar proprietary rights necessary to the business of the Company as presently conducted (the "*Company Owned Intellectual Property*"). The Company has taken reasonable steps to maintain and protect each item of Company Owned Intellectual Property.

(b) There are no outstanding options, licenses, agreements, claims, encumbrances or shared ownership of interests relating to anything referred to above in this Section 3.9, nor is the Company bound by, or a party to, any options, licenses or agreements with respect to the patents, trademarks, trade names, domain names, copyrights, trade secrets, licenses, information, proprietary rights and/or processes of any other person or entity, except, in either case, for standard end-user, object code, internal-use software licenses (for software not incorporated into any of the Company's product or service offerings) and support/maintenance agreements.

(c) The Company is not aware of any claim and has not received any communications, alleging that the Company has infringed any patent, trademark, trade name, copyright or trade secret or other similar proprietary right of any other person or entity. To the knowledge of the Company, no infringement or misappropriation of the Company Owned Intellectual Property has occurred or is occurring.

(d) The Company is not aware that any of its employees or contractors is obligated under any contract (including licenses, covenants or commitments) or other agreement, or is subject to any judgement, decree or order of any court or administrative agency, that would interfere with the use of his or her efforts to promote the interests of the Company or that would conflict with the Company's business as presently conducted. Neither the execution nor delivery of any of the Investment Agreements, nor the carrying on of the Company's business by the employees of the Company, nor the conduct of the Company's business as presently conducted, will, to the knowledge of the Company, conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any contract, covenant or instrument under which any of such employees is now obligated. To the knowledge of the Company, the inventions, trade secrets or proprietary information of any of its employees that were made prior to or outside the scope of their employment by the Company that have not been validly assigned to the Company are not necessary for the Company's business.

(e) All developers of the Company Owned Intellectual Property ("*Developers*"), at the time they created or developed the Company Owned Intellectual Property, were either full-time employees of the Company or were contractors who entered into agreements with the Company providing for assignment of all rights in the Company Owned Intellectual Property to the Company and restrictions on incorporating any previously existing work product or other materials proprietary to the Developers or any third party in such creation or development.

(f) The Company has not (i) embedded any open source, copyleft or community source code in any of its products generally available or in development (or that have otherwise been provided to any third party), including but not limited to any libraries or code licensed under any General Public License, Lesser General Public License or similar license arrangement. All software that is either marketed to customers of the Company as a program or as part of a service or that is necessary

for the Company to support its business is either owned by the Company or the Company has the right to use, modify, copy, sell, distribute, sublicense and make derivative works from such software, to the extent necessary to the operation or conduct of the business of the Company as it is currently conducted as of the date hereof. The Company's use, marketing, distribution, licensing, and sale of its software does not violate any license terms applicable to any item of open source software, and Company has sufficient rights in each item of open source software disclosed, or required to be disclosed, in Section 3.9(f) of the Schedule of Exceptions, as needed for Company to conduct its business as currently conducted without violation of any license terms pertaining to such open source software. No Company software contains, is derived from, is distributed with, or is being or was developed using open source software that is licensed under any terms that: (A) impose or could impose a requirement or condition that any Company owned software or part thereof: (1) be disclosed or distributed in source code form; (2) be licensed for the purpose of making modifications or derivative works; or (3) be redistributable at no charge; or (B) otherwise impose or could impose any other material limitation, restriction, or condition on the right or ability to use or distribute any Company owned software.

(g) The Company has complied with, and the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby do and will comply with, all applicable privacy laws and the Company's external and internal privacy policies relating to the collection, use, storage, retention, disclosure and transfer of any Personal Information (as defined below). No actions are pending or threatened against the Company relating to the collection, use, storage, retention, disclosure or transfer of Personal Information.

3.10 Compliance with Other Instruments. The Company is not in violation or default (i) of any provision of its Articles, (ii) of any instrument, agreement, contract, judgement, order, writ, or decree, (iii) under any note, indenture, or mortgage, or (iv) under any lease, agreement, purchase order or contract to which it is a party or by which it is bound, or, to its knowledge, of any provision of any statute or regulation applicable to the Company. The execution, delivery and performance of the Investment Agreements by the Company and the consummation of the transactions contemplated thereby will not result in any such violation or default or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgement, order, writ, decree, agreement or contract or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties.

3.11 Title to Properties and Assets; Liens. The Company has good and marketable title to its properties and assets, and has good title to all its leasehold interests, and is in material compliance with such leases, in each case subject to no mortgage, deed of trust, pledge, lien, lease, encumbrance or charge, other than (i) for liens for current taxes not yet due and payable, and (ii) for liens imposed by law and incurred in the ordinary course of business for obligations not past due, (iii) for liens in respect of pledges or deposits under workers' compensation or similar legislation, and (iv) possible minor liens, encumbrances and defects in title which do not in any case materially detract from the value of the property subject thereto or materially impair the operations of the Company.

3.12 Financial Statements. The Company has delivered to the Purchaser its unaudited financial statements for the fiscal year ended December 31, 2013 and a balance sheet (the "*Financial Statements*") as of December 31, 2013 (the "*Balance Sheet Date*"). The Financial Statements have been

prepared in accordance with Canadian generally accepted accounting principles applied on a consistent basis throughout the periods indicated, except that the unaudited Financial Statements may not contain all footnotes required by generally accepted accounting principles. The Financial Statements fairly present in all material respects the financial condition and operating results of the Company as of the dates, and for the periods, indicated therein, subject in the case of the unaudited Financial Statements to normal year-end audit adjustments. Except as set forth in the Financial Statements, the Company has no material liabilities or obligations, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to the Balance Sheet Date, (ii) obligations under contracts and commitments incurred in the ordinary course of business, and (iii) liabilities and obligations of a type or nature not required under generally accepted accounting principles to be reflected in the Financial Statements, which, in all such cases, individually and in the aggregate would not have a material adverse effect on the Company. The Company maintains and will continue to maintain a standard system of accounting established and administered in accordance with Canadian generally accepted accounting principles.

3.13 Changes. To the Company's knowledge, since the Balance Sheet Date, there has not been:

(a) any change in the assets, liabilities, financial condition, or operating results of the Company from that reflected in the Financial Statements, except changes in the ordinary course of business that have not caused, in the aggregate, a material adverse effect on the Company;

(b) any material damage, destruction or loss, whether or not covered by insurance;

(c) any waiver or compromise by the Company of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any material obligation by the Company;

(e) any entry into, or change or amendment to, a material contract, agreement, or arrangement by which the Company or any of its assets is bound or subject;

(f) any material change in any compensation arrangement or agreement with any employee, officer, director or shareholder;

(g) any resignation or termination of employment of any officer or management-level employee of the Company;

(h) any mortgage, pledge, transfer of a security interest in, or lien, created by the Company, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and do not materially impair the Company's ownership or use of such property or assets;

(i) any loans or guarantees made by the Company to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary and customary course of its business;

(j) any dividend, declaration, setting aside or payment or other distribution in respect of any of the Company's shares, or any direct or indirect redemption, purchase, or other acquisition of any of such shares by the Company;

(k) any sale, assignment, transfer or exclusive license of any material intellectual property of the Company;

(l) receipt of notice that there has been a loss of, or material order cancellation by, any major customer of the Company;

(m) to the Company's knowledge, any other event or condition of any character, other than events affecting the economy or the Company's industry generally, that could reasonably be expected to result in a material adverse effect on the Company; or

(n) any arrangement or commitment by the Company to do any of the things described in this Section 3.13.

3.14 Tax Returns, Payments and Elections. There are no federal, provincial, local or foreign taxes due and payable by the Company that have not been timely paid. There are no accrued and unpaid federal, provincial, local or foreign taxes of the Company that are due, whether or not assessed or disputed. The Company has timely filed all tax returns and reports (including information returns and reports) as required by law. These returns and reports are true and correct in all material respects. The Company has never had any tax deficiency proposed or assessed against it and has not executed any waiver of any statute of limitations on the assessment or collection of any tax or governmental charge. None of the Company's federal income tax returns and none of its provincial income or sales tax returns has ever been audited by governmental authorities. Since the date of the Company's incorporation, the Company has not incurred any taxes, assessments or governmental charges other than in the ordinary course of business and the Company has made adequate provisions on its books of account for all taxes, assessments and governmental charges with respect to its business, properties and operations for such period. The Company has withheld or collected from each payment made to each of its employees, the amount of all taxes required to be withheld or collected therefrom, and has paid the same to the proper tax authorities.

3.15 Insurance. The Company has in full force and effect fire and casualty insurance policies, with extended coverage, sufficient in amount (subject to reasonable deductibles) to allow it to replace any of its properties that might be damaged or destroyed.

3.16 Employee and Consultant Matters. Each current and former employee, independent contractor and officer of the Company has executed an agreement with the Company regarding confidentiality and proprietary information substantially in the form or forms made available for inspection by the Purchaser. To the knowledge of the Company, no current or former employee or consultant has excluded works or inventions from his or her assignment of inventions pursuant to such agreement and no such employee or consultant is in violation of his or her agreement. To the Company's knowledge, none of its employees is obligated under any judgement, decree, contract or agreement that would materially interfere with such employee's ability to promote the interest of the Company or that would interfere with such employee's ability to promote the interests of the Company or that would conflict with the Company's business. The Company is not delinquent in payments to any of its employees or independent contractors for any wages, salaries, commissions, bonuses or other direct compensation for any service performed for it to the date hereof or amounts required to be

reimbursed to such employees, consultants or independent contractors. The Company has complied in all material respects with all applicable British Columbia laws related to employment, including those related to wages, hours, worker classification and collective bargaining. The Company has withheld and paid to the appropriate governmental entity or is holding for payment not yet due to such governmental entity all amounts required to be withheld from employees of the Company and is not liable for any arrears of wages, taxes, penalties or other sums for failure to comply with any of the foregoing. To the Company's knowledge, no key employee intends to terminate employment with the Company or is otherwise likely to become unavailable to continue as a key employee, nor does the Company have a present intention to terminate the employment of any of the foregoing. Except as required by law, upon termination of the employment of any such employees, no severance or other payments will become due. The Company has no policy, practice, plan or program of paying severance pay or any form of severance compensation in connection with the termination of employment services. The Company has not made any representations regarding equity incentives to any officer, employee, director or consultant that are inconsistent with the share amounts and terms set forth in the minutes of meetings of the Company's board of directors. Each former employee whose employment was terminated by the Company has entered into an agreement with the Company providing for the full release of any claims against the Company or any related party arising out of such employment.

3.17 Agreements.

(a) Except for the Investment Agreements, standard director and officer indemnification agreements, if any, approved by the Board of Directors, and the Shareholders Agreement, there are no agreements, understandings, instruments, contracts or proposed transactions between the Company and any of its officers, directors, affiliates, or any affiliate thereof.

(b) There are no agreements, understandings, instruments, contracts, proposed transactions, judgements, orders, writs or decrees to which the Company is a party that involve (1) obligations (contingent or otherwise) of, or payments to, the Company in excess of \$5,000, (2) the license of any intellectual property to or from the Company other than licenses with respect to commercially available software products under standard end-user object code license agreements or standard customer terms of service and privacy policies for Internet sites, (3) the grant of rights to manufacture, produce, assemble, license, market, or sell its products to any other person, or that limit the Company's exclusive right to develop, manufacture, assemble, distribute, market or sell its products, or (4) indemnification by the Company with respect to infringements of proprietary rights other than standard customer or channel agreements (each in (1), (2), (3) and (4), a "*Material Agreement*"). The Company is not in material breach of any Material Agreement and is not aware of any fact or circumstance that would cause the counterparty to such Material Agreement to allege a breach or to permit such counterparty to terminate such agreement. Each Material Agreement is in full force and effect and is enforceable by the Company in accordance with its respective terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or others laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) the effect of rules of law governing the availability of equitable remedies.

(c) The Company has not (i) declared or paid any dividends or authorized or made any distribution upon or with respect to any class or series of its shares, (ii) incurred any indebtedness for money borrowed or any other liabilities individually in excess of \$5,000 or, in the case of indebtedness and/or liabilities individually less than \$5,000, in excess of \$10,000 in the aggregate, (iii) made any loans or advanced to any person, other than ordinary advances for travel expenses, or (iv)

sold exchanged or otherwise disposed of any of its assets or rights, other than the sale of its inventory in the ordinary course of business.

(d) For the purposes of subsections (b) and (c) above, all indebtedness, liabilities, agreements, understandings, instruments, contracts and proposed transactions involving the same person or entity (including persons or entities the Company has reason to believe are affiliated therewith) will be aggregated for the purpose of meeting the individual minimum dollar amounts of such subsections.

(e) The Company is not a guarantor or indemnitor of any indebtedness of any other person.

3.18 Related-Party Transactions. No employee, officer or director of the Company (a *“Related Party”*) or member of such Related Party’s immediate family, or any corporation, partnership or other entity in which such Related Party is an officer, director or partner, or in which such Related Party has significant ownership interests or otherwise controls, is indebted to the Company, nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them. To the Company’s knowledge, none of such persons has any direct or indirect ownership interest in any firm or corporation with which the Company is affiliated or with which the Company has a business relationship, or any firm or corporation that competes with the Company, except that employees, officers, or directors of the Company and members of such Related Party’s immediate families may own stock in (but not exceeding 2% of the outstanding capital stock of) publicly traded companies that may compete with the Company. No Related Party or member of their immediate family is directly or indirectly interested in any material contract with the Company.

3.19 Permits. The Company has all permits, licenses and any similar authorization necessary for the conduct of its business as now being conducted by it, the lack of which could materially and adversely affect the business, properties or financial condition of the Company. The Company is not in default in any material respect under any of such permits, licenses or other similar authorization.

3.20 Data Privacy. In connection with its collection, storage, transfer (including, without limitation, any transfer across national borders) and/or use of any personally identifiable information from any individuals, including, without limitation, any customers, prospective customers, employees and/or other third parties (collectively *“Personal Information”*), the Company is and has been in compliance with all applicable laws in relevant jurisdictions, the Company’s privacy policies and the requirements of any contract or codes of conduct to which the Company is a party. The Company has commercially reasonable physical, technical, organizational and administrative security measures and policies in place to protect all Personal Information collected by it or on its behalf from and against unauthorized access, use and/or disclosure. The Company is and has been in compliance in all material respects with all applicable laws in relevant jurisdictions relating to data loss, theft and breach of security notification obligations.

3.21 Full Disclosure. No information furnished by the Company to the Purchaser or its representatives in connection with this Agreement (including, but not limited to, the Financial Statements and all information in the Schedule of Exceptions) or the other Investment Agreements contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements so made or information so delivered not misleading in light of all the circumstances in which they were made or delivered.

For the purposes of this ARTICLE 3, the term “*knowledge*” means, with respect to the Company, the actual knowledge of Michael Kozlowski or Peter Carotenuto after reasonable investigation and such knowledge as should have come to the attention of either of them in the course of discharging their duties as a director, officer, shareholder, employee or contractor of the Company in a reasonable and prudent manner consistent with sound business practice.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company with respect to the purchase of the Shares and the Conversion Shares that the statements in the following paragraphs of this ARTICLE 4 are all true and complete as follows:

4.1 Accredited Investor. The Purchaser is an “accredited investor” as defined in National Instrument 45-106. By completing its Canadian Purchaser’s Certificate (as defined below), the Purchaser is representing and warranting that it satisfies one of the categories of registration and prospectus exemptions under the “Private Issuer Exemption” provided under National Instrument 45-106 – Prospectus and Registration Exemptions adopted by the Canadian Securities Administrators.

4.2 Business and Financial Experience. By reason of its business or financial experience or the business or financial experience of its professional advisors who are unaffiliated with the Company and who are not compensated by the Company, the Purchaser has the capacity to protect its own interests in connection with the purchase of the Shares and Conversion Shares.

4.3 Investment Intent; Blue Sky. The Purchaser is acquiring the Shares and the corresponding Conversion Shares for investment for its own account, not as a nominee or agent, and not with a view to, or for resale in connection with, any distribution thereof. The Purchaser understands that the issuance of the Shares and the Conversion Shares has not been, and will not be, registered under Applicable Securities Laws by reason of a specific exemption from the registration provisions under such laws, the availability of which depends upon, among other things, the bona fide nature of the Purchaser’s investment intent and the accuracy of the Purchaser’s representations as expressed herein. The Purchaser’s address set forth in Section 7.2 represents the Purchaser’s true and correct state of domicile, upon which the Company may rely for the purpose of complying with Applicable Securities Laws.

4.4 Restriction on Resales. The Purchaser acknowledges that the Shares and the Conversion Shares must be held indefinitely unless subsequently registered under Applicable Securities Laws or unless an exemption from such registration is available, and that the Company has no present intention of registering the Shares or the Conversion Shares. The Purchaser further understands that there is no assurance that any exemption from registration under Applicable Securities Laws will be available or, if available, that such exemption will allow Purchaser to dispose of or otherwise transfer any or all of the Shares or the Conversion Shares under the circumstances, in the amounts or at the times the Purchaser might propose. Unless permitted under Canadian securities legislation, the holder of the Shares and/or the Conversion Shares must not trade any such securities in Canada before the date that is four months and a day after the later of (i) the date of the Closing in which the holder

acquired such securities, and (ii) the date the Company became a reporting issuer in any Canadian province or territory.

4.5 No Public Market. The Purchaser understands that no public market now exists for any of the securities issued by the Company and that the Company has made no assurances that a public market will ever exist for the Company's securities.

4.6 Restrictions on Transfer; Restrictive Legends. The Purchaser understands that the transfer of the Shares and the Conversion Shares is restricted by Applicable Securities Laws and by the provisions of the Investment Agreements, and that the certificates representing the Shares and the Conversion Shares will be imprinted with legends restricting transfer except in compliance therewith.

4.7 Authorization. All action on the part of the Purchaser's board of directors necessary for the authorization, execution, delivery and performance of the Investment Agreements by the Purchaser, the purchase of and payment for the Shares and the Conversion Shares and the performance of all of the Purchaser's obligations under the Investment Agreements has been taken or will be taken prior to the Initial Closing. The Investment Agreements, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their terms, subject to (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance, injunctive relief or other equitable remedies.

4.8 Brokers or Finders. The Company will not incur, directly or indirectly, as a result of any action taken by the Purchaser, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with the Investment Agreements or the transactions contemplated thereby.

4.9 No General Solicitation. Neither the Purchaser, nor any of its officers, directors, members, employees, agents, shareholders or partners, as applicable, has either directly or indirectly, including through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Shares.

ARTICLE 5 CONDITIONS TO CLOSING OF THE PURCHASER

The Purchaser's obligation to purchase the Shares at a Closing is subject to the fulfillment as of the date of such Closing of the following conditions, unless waived in writing by the Purchaser in connection with such Closing or as otherwise set forth below:

5.1 Representations and Warranties Correct. The representations and warranties made by the Company in ARTICLE 3 hereof will be true and correct in all material respects as of the date of such Closing.

5.2 Covenants. All covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Company on or prior to such Closing Date will have been performed or complied with in all material respects.

5.3 Compliance with Applicable Securities Laws. The Company will have obtained all necessary permits and qualifications, or have the availability of exemptions therefrom, required under Applicable Securities Laws for the offer and sale of the Shares and the Conversion Shares.

5.4 Fulfilment of Conditions. For each subsequent Closing, the Company will have fulfilled the applicable conditions for that Closing, as set out in Exhibit B.

5.5 Option Agreement. The Company will have executed and delivered the Option Agreement in substantially the form attached hereto as Exhibit C.

5.6 Shareholders Agreement. The Company will have executed and delivered the Shareholders Agreement in substantially the form attached hereto as Exhibit D.

5.7 Compliance Certificate. The Company will have delivered to the Purchaser a certificate of the Company in substantially the form attached hereto as Exhibit E, executed by the President of the Company, dated as of the date of such Closing and certifying to the fulfillment of the conditions specified in Sections 5.1, 5.2 and 5.4 of this Agreement. For each subsequent Closing, the Compliance Certificate will include an updated Schedule of Exceptions containing information as at the date of such Certificate.

5.8 Secretary's Certificate. The Company will have delivered to counsel to the Purchaser a certificate of the Company in substantially the form attached hereto as Exhibit E, executed by the Company's Secretary, dated as of the date of such Closing and attaching and certifying to the truth and correctness of (i) the Amended Articles as filed with the British Columbia Corporate Registry, (ii) a certificate of status, compliance or good standing from the British Columbia Corporate Registry, (iii) the resolutions approved by the Company's board of directors authorizing the transactions contemplated hereby, and (iv) the resolutions approved by the Company's shareholders authorizing the filing of the Amended Articles.

5.9 Board of Directors. Effective as of the Initial Closing, there will be three members of the Board of Directors and such directors of the Company initially will be Michael Kozlowski, Peter Carotenuto and Paul Andreola.

5.10 Opinion of Company Counsel. The Purchaser will have received from the Company's legal counsel an opinion, dated as of the Initial Closing in substantially the form of Exhibit I attached to this Agreement.

5.11 Director Indemnification Agreement. The Company and each of its directors will have entered into a director and officer indemnification agreement in the form attached as Exhibit J.

5.12 Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at such Closing and all documents incident thereto will be reasonably satisfactory in form and substance to the Purchaser, and the Purchaser will have received all such counterpart original and certified or other copies of such documents as it may reasonably request.

5.13 Regulatory Approval. The Purchaser will have obtained all necessary consents and approvals to the transactions contemplated in the Investment Agreements from third parties, including the Canadian Securities Exchange and other applicable regulatory authorities.

ARTICLE 6
CONDITIONS TO CLOSING OF THE COMPANY

The Company's obligation to sell and issue the Shares at a Closing is subject to the fulfillment on or before such Closing of the following conditions, unless waived in writing by the Company:

6.1 Representations and Warranties Correct. The representations and warranties made by the Purchaser in ARTICLE 4 will be true and correct in all material respects as of such Closing Date.

6.2 Covenants. All covenants, agreements, and conditions contained in this Agreement to be performed or complied with by the Purchaser on or prior to such Closing Date will have been performed or complied with in all material respects as of such Closing Date.

6.3 Fulfilment of Conditions. For each subsequent Closing, the Company will have fulfilled the applicable conditions for that Closing, as set out in Exhibit B.

6.4 Compliance with Applicable Securities Laws. The Company will have obtained all necessary permits and qualifications, or have the availability of exemptions therefrom, required under Applicable Securities Laws for the offer and sale of the Shares and the Conversion Shares.

6.5 Option Agreement. The Purchaser will have executed and delivered the Option Agreement in substantially the form attached hereto as Exhibit C.

6.6 Shareholders Agreement. The Purchaser will have executed and delivered the Shareholders Agreement in substantially the form attached hereto as Exhibit D.

6.7 Purchaser's Certificates. The Purchaser will complete, execute and deliver to the Company a Canadian Purchaser's Certificate in the form attached as Exhibit H hereto.

6.8 Payment of Purchase Price. The Purchaser will have delivered the applicable purchase price for the Shares being purchased at such Closing.

6.9 Option to Purchase Brisio Shares. The Purchaser will have granted to each of Michael Kozlowski and Peter Carutenuto options to purchase 25,000 Common shares of the Purchaser at a price of \$0.30 per share (or such higher price as may be required by the policies of the Canadian Securities Exchange), with each such option to expire after 24 months, and will have entered into a stock option agreement with each optionee containing the foregoing terms and otherwise in the Purchaser's standard form.

ARTICLE 7
MISCELLANEOUS

7.1 Amendment; Waiver. Any provision of this Agreement may be amended or the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the parties. Any amendment or waiver so effected will be binding upon the Company, the Purchaser and their respective successors and assigns.

7.2 Notices. All notices and other communications required or permitted under this Agreement must be in writing and must be mailed by registered or certified mail, postage prepaid, by hand or by courier service, addressed:

(a) if to the Purchaser:

Brisio Innovations Inc.
Suite 490 – 580 Hornby Street
Vancouver, BC V6C 3B6
Attention: Paul Andreola

or at such other address as the Purchaser will have furnished to the Company in writing, with a copy to:

Clark Wilson LLP
900-885 West Georgia Street
Vancouver, BC V6H 3C1
Attention: Brock Smith

(b) if to the Company to:

Oakbranch Media Inc.
1505 Renfrew Street
Vancouver, BC
V5K4C8

Attention: Michael Kozlowski

or at such other address as the Company will have furnished to the Purchaser in writing, with a copy to:

Richards Buell Sutton
700 – 401 West Georgia Street
Vancouver, BC V6B 5A1
Attention: Richards Buell Sutton

Each such notice or other communication will be treated as effective or having been given when received if delivered personally or by courier service or, if sent by mail, at the earlier of its receipt or 72 hours after the same has been mailed.

7.3 Successors and Assigns. This Agreement, and any and all rights, duties and obligations hereunder, may be assigned, transferred or delegated by the Purchaser without the prior written consent of the Company, provided that, prior to any proposed sale, assignment, transfer or delegation of any such rights, the Purchaser provides, at its expense, a written opinion of legal counsel, addressed to the Company and to the effect that the proposed transfer of the Purchaser's rights, duties and obligations can be effected under Applicable Securities Laws. Subject to the foregoing and except as otherwise provided herein, the provisions of this Agreement will enure to the benefit of, and be binding upon, the successors and assigns of the parties, as applicable.

7.4 Currency. All amounts set forth in this Agreement are in Canadian Dollars.

7.5 Counterparts. This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (".pdf"), will be equally effective as delivery of a manually executed counterpart hereof. The parties acknowledge and agree that in any legal proceedings between them respecting or in any way

relating to this Agreement, each waives the right to raise any defence based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

7.6 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining provisions will not be adversely affected or impaired thereby.

7.7 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.8 Governing Law. This Agreement will be governed in all respects by the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflict of laws provisions.

7.9 Further Assurances. Each party will promptly and duly execute and deliver such further documents and assurances and take such further action as may reasonably be requested from time to time in order to more effectively carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created hereby.

7.10 Entire Agreement. This Agreement, including the Exhibits hereto, constitutes the full and entire understanding and agreement among the parties with regard to the subject matter hereof, and neither party will be liable or bound to the other party in any manner by any warranties, representations or covenants except as specifically set forth herein.

7.11 Third Parties. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

(The remainder of this page is intentionally left blank.)

This Agreement is hereby executed effective as of the date first set forth above.

OAKBRANCH MEDIA INC.

By: *“Michael Kozlowski”*

Name: Michael Kozlowski

Title: CEO

BRISIO INNOVATIONS INC.

By: *"Paul Andreola"*

Name: Paul Andreola

Title: CEO

EXHIBIT A
(To Class A Preferred Share Purchase Agreement)

Amended Articles

EXHIBIT B
(To Class A Preferred Share Purchase Agreement)

Conditions Precedent to Subsequent Closings

EXHIBIT C
(To Class A Preferred Share Purchase Agreement)

Option Agreement

EXHIBIT D
(To Class A Preferred Share Purchase Agreement)

Shareholders Agreement

EXHIBIT E
(To Class A Preferred Share Purchase Agreement)

Compliance Certificate

EXHIBIT F
(To Class A Preferred Share Purchase Agreement)

Secretary's Certificate

EXHIBIT G
(To Class A Preferred Share Purchase Agreement)

Schedule of Exceptions

EXHIBIT H
(To Class A Preferred Share Purchase Agreement)

Canadian Purchaser Certificate

EXHIBIT I
(To Class A Preferred Share Purchase Agreement)

Legal Opinion of Company Counsel

EXHIBIT J
(To Class A Preferred Share Purchase Agreement)
Form of Director and Officer Indemnification Agreement