

SUBSCRIPTION FOR COMMON SHARES OF HOOKFLASH INC/

TO: Hookflash Inc. (the “Corporation”)

AND TO: Waverley Corporate Financial Services Ltd. (the “Agent”)

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for and agrees to purchase Shares (as defined herein) of the Corporation as set forth below, for the aggregate subscription amount set forth below (the “**Aggregate Subscription Amount**”), representing a subscription price of \$1.00 per Share upon and subject to the terms and conditions as set forth in “Terms and Conditions of Subscription for Common Shares of Hookflash Inc.” attached hereto (together with this page and the attached Exhibit, (the “**Subscription Agreement**”). In addition to this first page of the Subscriber must also complete all applicable Schedules attached hereto. The Subscriber acknowledges that the Corporation and the Agent are relying on the Purchaser’s representations, warranties and covenants contained in this Subscription Agreement.

Number of Shares:		Aggregate Subscription Amount:	
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Subscriber’s Name:			
Subscriber’s Signature:			
Subscriber’s Address:			
Subscriber’s Telephone:		Subscriber’s Email Address:	

Register the Shares to Subscriber above or, Register the Shares as set forth below:

Registered Name:		Account reference (if applicable):	
Registered Address:			

Deliver the Shares to Subscriber above or, Deliver Shares as set forth below:

Name:		Account reference (if applicable):	
Contact Name & Delivery Address:			

NOTICE: By executing this Subscription Agreement, you are consenting to the collection, use and disclosure of personal information in the manner described in this Subscription Agreement, including without limitation in the Privacy Notice set forth in this Subscription Agreement.

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

HOOKFLASH INC.

By: _____

Subscription No:

This is the first page of an agreement consisting of 18 pages.

IMPORTANT INSTRUCTIONS – PLEASE READ CAREFULLY

Please make sure that your subscription includes:

- (a) a completed and duly signed copy of the face page of this Subscription Agreement; and
- (b) a completed and duly signed copy of the representation letter in the form attached as Exhibit “1”; and
- (c) a certified cheque, bank draft, authorized bank debit as executed on ECN Capital at www.ecncap.com or other such acceptable funds transfer made payable to the Corporation on or before the Closing Date (or such other date as the Corporation may advise) in same day freely transferable Canadian funds at par representing the aggregate subscription amount payable by you for the Shares you are purchasing under this Subscription Agreement

If aggregate subscription amount is paid by certified cheque or bank draft, deliver to:

Waverley Corporate Financial Services Ltd.
The Tribune Building
200, 118 8 Avenue SW
Calgary, AB T2P 1B3

Attn: Settlement Services

TO BE COMPLETED BY SUBSCRIBERS RESIDENT IN BRITISH COLUMBIA:

The Subscriber **is** or **is not** a registrant as defined in the *Securities Act* (Alberta). [*Please check applicable box*]

The Subscriber **is** or **is not** an insider of the Corporation as defined in the *Securities Act* (Alberta). [*Please check applicable box*]

If the Subscriber is an insider or a registrant, the Subscriber currently owns, directly or indirectly, the following number of securities (including options, warrants and other convertible securities) of the Corporation: _____

SUBSCRIPTION PROCEDURE

The Shares are being offered through the services of Waverley Corporate Financial Services Ltd. (“**Waverly**” or the “**Agent**”), agent of the Issuer under the Offering, through its website portal, www.ecncap.com (the “**Platform**”) using the following procedure:

- log in to the Platform at www.ecncap.com;
- complete a Waverley Client Application and provide evidence of the Subscriber’s identity and investor qualifications through an online process on the Platform;
- electronically execute the electronic version of the Accredited Investor Subscription Agreement found under the “offering documents” section of the Offering on the Platform; and
- pay the Subscription Price in respect of the Shares subscribed for by electronically authorizing an automatic bank debit in the amount of the investment as presented on the Platform.

Alternatively, Subscribers who prefer not to subscribe electronically and who prefer to subscribe using a paper subscription may subscribe using the following procedure:

- (i) execute an Accredited Investor Subscription Agreement, a copy of which is attached hereto as Exhibit “1”;
- (ii) pay the Subscription Price in respect of the Shares subscribed for, by way of a cheque, bank draft or money order payable to “Hookflash Inc.”; and
- (iii) deliver all of the foregoing to the Waverly at its office located at:

Waverley Corporate Financial Services Ltd.

The Tribune Building
200, 118 - 8th Avenue SW
Calgary, Alberta Canada, T2P 1B3

Contact: Settlement Services
Tel.: (647) 478-4299
Email: dmcDonald@waverleycf.com

Waverley must validate that you meet the financial tests associated with your exemption and determine the suitability of your investment in the securities offered by the Issuer. If you do not meet these investor qualifications or you believe this risky investment is not suitable for your investment risk tolerance, do not purchase these securities.

TERMS AND CONDITIONS OF SUBSCRIPTION FOR COMMON SHARES OF HOOKFLASH INC.

Definitions. In this Subscription Agreement:

- (a) **"Hookflash"** or the **"Corporation"** means Hookflash Inc., a corporation incorporated in the Province of Alberta, having its head office in Calgary, Alberta;
- (b) **"Aggregate Subscription Amount"** means the aggregate dollar amount of the subscription under this Subscription Agreement;
- (c) **"Closing Date"** means a date on which Shares are issued by the Corporation pursuant to the Offering;
- (d) **"EMD"** means an exempt market dealer as prescribed in NI 31-103;
- (e) **"NI 31-103"** means National Instrument 31-103 – Registration Requirements and Exemptions;
- (f) **"Offering"** means the offering of the Shares pursuant to this Subscription Agreement;
- (g) **"Selling Agents"** means agents registered as EMDs, or otherwise permitted by securities rules and regulations to sell the Shares pursuant to the Offering, and retained by the Corporation to help effect the sales of Shares; and
- (h) **"Shares"** means those common shares issued by the Corporation pursuant to the Offering.

Terms of the Offering

1. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that this subscription agreement is subject to rejection or acceptance by the Corporation, in whole or in part, and is effective only upon the acceptance by the Corporation;
2. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that the Corporation has engaged Waverley Corporate Financial Services Ltd (“Waverley”) to effect sales of the Shares through its website platform www.ecncap.com. Waverley will be paid aggregate fees and commissions of five and a half percent (5.5%) of any Aggregate Subscription Amount realized on the Shares sold by Waverley and accepted by the Corporation. Payment of the commission will be made by the Corporation. The Shares subscribed for by the Subscriber hereunder form part of a larger issue and sale by the Corporation of up to THREE MILLION DOLLARS (\$3,000,000) (the “**Offering**”);

Representations, Warranties and Covenants by Corporation

3. The Corporation represents, warrants and covenants to the Subscriber and the Agent that, as of the date given above and at the Closing:
 - (a) the Corporation is validly subsisting under the laws of Alberta, and is qualified to carry on business in the Province of Alberta;
 - (b) the Corporation has the full corporate right, power and authority to execute and deliver this Subscription Agreement and to issue the Shares to the Subscriber, and this Subscription Agreement constitutes a binding obligation of the Corporation enforceable in accordance with its terms; and
 - (c) the execution and delivery of, and the performance of the terms of, this Subscription Agreement by the Corporation, including the issue of the Shares, does not and will not constitute a breach of or default under the constating documents of the Corporation or any law, regulation, order or ruling applicable to the Corporation or any agreement, contract or indenture to which the Corporation is a party or by which it is bound.
 - (d) has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules, regulations, tariffs, orders and directives of each jurisdiction in which it carries on business, including all applicable securities laws (except when the failure to do so would not have a material adverse effect) and it possesses all material certificates, authorities, permits or licences issued by the appropriate provincial, municipal, federal or other governmental or regulatory agency or body necessary to carry on the business currently as carried on, or contemplated to be carried on, by it, is in compliance in all material respects with those certificates, authorities, permits and licences and with all laws, regulations, tariffs, rules, orders and directives material to its operations. The Corporation has not received any notice relating to the revocation or modification of, or intent to revoke or modify, any such certificates, authorities, permits, licences which, singly or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would materially and adversely affect the conduct of its business, operations, financial condition or income;
 - (e) the Corporation has complied or will comply with all applicable corporate and securities laws in connection with the offer and sale of the Shares; upon acceptance by the Corporation, this Subscription Agreement shall constitute a binding obligation of the Corporation enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the general principles of equity including the fact that specific performance is available only in the discretion of the court;
 - (f) the Corporation is not a party to any actions, suits or proceedings which could materially adversely affect its business or financial condition, and to the best of the Corporation's knowledge, no such actions, suits or proceedings are contemplated or have been threatened; there are no judgments against the Corporation, which are unsatisfied, nor is the Corporation subject to any consent decrees or injunctions;
 - (g) no order prohibiting the sale of the Corporation's securities has been issued to and is outstanding against the Corporation or its directors, officers or promoters and no investigations or proceedings for that purpose are pending or threatened;

- (h) the Corporation has filed all federal, provincial, local and foreign tax returns which are required to be filed, and have paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for assessments, fines and penalties which are currently being contested in good faith; and
- (i) the Corporation will pay the Selling Agent's fees and commissions (as the case may be) as agreed from time to time between the Agent and the Corporation.

Representations, Warranties and Covenants by Subscriber

4. The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is acting) represents, warrants and covenants to the Corporation, the Agent and their respective counsel (and acknowledges that the Corporation, the Agent and their respective counsel, are relying thereon), both at the date hereof and at the Closing Date (as defined herein) that:

- (a) the Subscriber is of the full age of majority in the jurisdiction in which this Subscription Agreement is executed and is legally competent to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder, and to undertake all actions required of the Subscriber hereunder;
- (b) this Subscription Agreement has been duly and validly authorized and executed, and constitutes a legal, valid, binding and enforceable obligation of, the Subscriber;
- (c) the Subscriber is resident in or otherwise subject to the applicable securities laws of
 - (i) Alberta, British Columbia, Ontario or Québec, is purchasing the Shares as principal for its own account and not for the benefit of any other person and it has duly completed and executed a copy of the Representation Letter in the form attached hereto as Exhibit "1".
- (d) the Subscriber has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Shares:
 - (i) is capable of assessing the proposed investment in the Shares as a result of the Subscriber's own experience or as a result of advice received from a person registered under applicable securities legislation; and
 - (ii) is able to bear the economic risk of loss of its investment in the Shares;
- (e) the Subscriber understands that no securities commission, stock exchange, governmental agency, regulatory body or similar authority has made any finding or determination or expressed any opinion with respect to the merits of investing in the Shares;
- (f) the Subscriber acknowledges that no prospectus has been filed by the Corporation with any securities commission or similar regulatory authority in any jurisdiction in connection with the issuance of the Shares and the issuance is exempted from the prospectus requirements available under the provisions of applicable securities laws and as a result:
 - (i) the Subscriber may be restricted from using some of the civil remedies otherwise available under applicable securities laws;
 - (ii) the Subscriber may not receive information that would otherwise be required to be provided to it under applicable securities laws; and
 - (iii) the Corporation is relieved from certain obligations that would otherwise apply under applicable securities laws;
- (g) the Subscriber confirms that neither the Corporation or any of its representative Directors, employees, Officers or affiliates, have made any representations (written or oral) to the Subscriber:
 - (i) regarding the future value of the Shares;
 - (ii) that any person will resell or repurchase the Shares;

- (iii) that the Shares will be listed on any stock exchange or traded on any market; or
- (iv) that any person will refund the purchase price of the Shares other than as provided in this Subscription Agreement;
- (h) the Subscriber confirms that it has been advised to consult its own legal and financial advisors with respect to the suitability of the Shares as an investment for the Subscriber, the tax consequences of purchasing and dealing with the Shares, and the resale restrictions and "hold periods" to which the Shares are or may be subject under applicable securities legislation or stock exchange rules, and has not relied upon any statements made by or purporting to have been made on behalf of the Corporation with respect to such suitability, tax consequences, and resale restrictions;
- (i) except for the Subscriber's knowledge regarding its subscription for Shares hereunder, the Subscriber has no knowledge of a "material fact" or a "material change" (as those terms are defined in the *Securities Act* (Alberta)) in the affairs of the Corporation that has not been generally disclosed;
- (j) the Subscriber is resident in the jurisdiction indicated on the face page of this Subscription Agreement as the "Subscriber's Address" and the purchase by and sale to the Subscriber of the Shares, and any act, solicitation, conduct or negotiation directly or indirectly in furtherance of such purchase and sale (whether with or without respect to the Subscriber or any beneficial purchaser) has occurred only in such jurisdiction;
- (k) the Subscriber understands that it will not resell the Shares except in accordance with limited exemptions available under applicable securities legislation, regulatory policy and stock exchange rules, and that the Subscriber is solely responsible for (and the Corporation is not in any way responsible for) the Subscriber's compliance with applicable resale restrictions;
- (l) the Subscriber acknowledges that it is aware that there is no market upon which the Shares trade and there is no assurance that any of the Shares will be listed and posted for trading on a stock exchange or dealer network in the future;
- (m) the Subscriber understands that the sale of the Shares is conditional upon such sale being exempt from the requirements to file and obtain a receipt for a prospectus, and the requirement to sell securities through a registered dealer, or upon the issuance of such orders, consents or approvals as may be required to enable such sale to be made without complying with such requirements, and that as a consequence of acquiring the Shares pursuant to such exemptions, certain protections, rights and remedies provided by applicable securities legislation, including statutory rights of rescission or damages in the event of a misrepresentation may not be available to the Subscriber in connection with the purchase and sale of the Shares;
- (n) the Subscriber understands that any certificates representing the Shares will bear a legend indicating that the resale of such securities is restricted;
- (o) the Subscriber is not a "U.S. Person" (as that term is defined by Regulation S under the U.S. Securities Act, which definition includes, but is not limited to, an individual resident in the United States, an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person and any partnership or corporation organized or incorporated under the laws of the United States) and is not acquiring the Shares for the account or benefit of a U.S. Person or a person in the United States;
- (p) the Shares have not been offered to the Subscriber in the United States, and the individuals making the order to purchase the Shares and executing and delivering this Subscription Agreement on behalf of the Subscriber were not in the United States when the order was placed and this Subscription Agreement was executed and delivered;
- (q) the Subscriber undertakes and agrees that it will not offer or sell any of the Shares in the United States unless such Securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirements is available;
- (r) the Subscriber acknowledges that, in addition to any other requirements under applicable securities legislation to which a disposition of any of the Shares by the Subscriber may be subject, the Subscriber may, depending on

the nature of the disposition, be required to file a report of exempt trade within 10 days of a disposition by the Subscriber of the Shares;

- (s) if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Shares;
- (t) except as disclosed in writing to the Corporation, the Subscriber does not act jointly or in concert with any other person or company for the purposes of acquiring securities of the Corporation;
- (u) the Subscriber is not a "control person" of the Corporation, as that term is defined in the *Securities Act* (Alberta), will not become a "control person" of the Corporation by purchasing the number of Shares subscribed for under this Subscription Agreement and does not intend to act jointly or in concert with any other person to form a control group in respect of the Corporation;
- (v) the funds representing the Aggregate Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) Act* (Canada) (the "PCMLA") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLA. To the best of its knowledge: (i) none of the subscription funds to be provided by the Subscriber: (A) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction; or (B) are being tendered on behalf of a person or entity who has not been identified to the Subscriber; and (ii) it shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith;
- (w) the Subscriber acknowledges that the Corporation may complete additional financings in the future in order to develop the proposed business of the Corporation and to fund its ongoing development. There is no assurance that such financing will be available and if available, on reasonable terms. Any such future financings may have a dilutive effect on current shareholders or security holders, including the Subscriber;
- (x) **the Subscriber acknowledges that an investment in the Shares is subject to a number of risk factors. In particular, the Subscriber acknowledges that the Corporation is not a reporting issuer in any province of Canada and, as such, the applicable hold period may never expire. Accordingly, there is currently no market for any of the Shares and one may never develop. It may be difficult or even impossible for a Subscriber to sell any of the Shares. Resale of such Shares will require the availability of exemptions from the prospectus requirements of applicable securities legislation, or the application for a discretionary order of the securities commission or similar regulatory authority in the subscriber's province of residence permitting the trade. The Subscriber covenants and agrees to comply with relevant securities legislation, orders or policies concerning the purchase, holding of, and resale of the Shares;**
- (y) legal counsel retained by the Corporation is acting as legal counsel for the Corporation and not as legal counsel to the Subscriber and is not protecting the rights or interest of the Subscriber;
- (z) the Shares have been sold to the Subscriber by a registered EMD in good standing with the applicable securities commission(s) and the Subscriber further acknowledges and agrees that the Corporation is not a registered EMD.

Authorization of Selling Agent

5. The Subscriber irrevocably covenants and agrees that such agents as are appointed by the Corporation shall act as the Corporation's representative on the Closing Date and the Corporation hereby appoints the Selling Agent with full power of substitution as its true and lawful attorney with full power and authority in the Corporation's place and stead

to provide this Subscription Agreement to the Subscriber, along with all other information and documentation to be provided to the Subscriber in connection with the subscription for Shares of the Corporation.

6. The Selling Agent and/or its directors, officers, employees, agents and representatives assume no responsibility or liability of any nature whatsoever for the accuracy or adequacy of any such publicly available information concerning the Corporation or as to whether all information that is required to be disclosed by the Corporation or filed, has been so disclosed or filed.

7. The Selling Agent and the Corporation are relying on the representations, warranties and covenants contained herein and in the applicable Schedules attached hereto to determine the Subscriber's eligibility to subscribe for the Shares under applicable securities laws and the Subscriber agrees to indemnify and save harmless the Selling Agent, legal counsel and the Corporation against any losses, claims, costs, expenses, damages or liabilities which any of them may suffer or incur as a result of their reliance thereon.

8. The Subscriber understands and agrees that in connection with the issue and sale of the Shares pursuant to this Offering, the Waverley will receive on the Closing Date from the Corporation, a commission of five and a half percent (5.5%) of any Aggregate Subscription Amount realized on the Shares sold by Waverley and accepted by the Corporation, plus certain fees and expenses of Waverley, plus applicable taxes in connection with the sale of the Shares.

Anti-Spam Legislation

9. The purchaser acknowledges that pursuant to anti-spam legislation that may be in force in the province or territory in which the purchaser is resident, the implied or express consent of the purchaser may be required to receive commercial electronic messages from the Corporation, and the purchaser hereby consents to the receipt of e-mail, or any other form of commercial electronic message, from the Corporation or any of its designated affiliates, for the purposes of general communication with the purchaser, or for any other purpose as communicated by the Corporation.

Timeliness of Representations, etc.

10. The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time (as defined herein), and will survive the completion of the distribution of the Shares and any subsequent disposition by the Subscriber of any of the securities.

Indemnity

11. The Subscriber acknowledges that the Corporation, the Selling Agent and their respective counsel are relying upon the representations, warranties and covenants of the Subscriber set forth herein in determining the eligibility (from a securities law perspective) of the Subscriber (or, if applicable, the eligibility of another on whose behalf the Subscriber is contracting hereunder to subscribe for Shares) to purchase Shares under the Offering, and hereby agrees to indemnify the Corporation and the Selling Agent, and their respective directors, officers, employees, advisers, affiliates, shareholders and agents (including their respective legal counsel) against all losses, claims, costs, expenses, damages or liabilities that they may suffer or incur as a result of or in connection with their reliance on such representations, warranties and covenants. The Subscriber undertakes to immediately notify the Corporation at its Registered Office, 600, 815 – 8th Avenue S.W., Calgary, Alberta, T2P 3P2, of any change in any statement or other information relating to the Subscriber set forth herein that occurs prior to the Closing Time (as defined herein).

Consent to Collection of Personal Information

12. The Subscriber acknowledges that the Subscriber has provided, in this Subscription Agreement, to the Corporation information (the "**Personal Information**") of a personal nature that may or may not be protected under applicable privacy legislation. This information is being collected, used and may be disclosed by the Corporation for the following purposes (the "**Purposes**"):

- (a) in order to complete the Offering;

- (b) to be kept in the corporate records of the Corporation, on its Securities registers and Shareholder lists, maintained by the Corporation and/or the Corporation's transfer agent;
- (c) to be disclosed to securities/tax regulatory authorities or other government bodies as required and in accordance with applicable securities laws and tax laws;
- (d) as long as the Subscriber is a security holder of the Corporation, to be disclosed to other third parties held to an obligation of confidentiality to the Corporation such as its legal counsel, its accountants, transfer agent, securities depository, or any other entity for: (i) the purpose of sending consolidated financial statements and other disclosure documentation required to be sent by law to the Shareholders of the Corporation, and/or (ii) in the context of a proposed merger, business combination, acquisition, takeover bid or such other major transaction involving the Corporation and such other third party; and
- (e) to enforce the obligations contemplated by this Subscription Agreement.

The Subscriber hereby consents to the collection, use and disclosure by the Corporation of the Personal Information for the Purposes.

13. Certain securities commissions have been granted the authority to indirectly collect this personal information pursuant to securities legislation and this personal information is also being collected for the purpose of administration and enforcement of securities legislation. In Ontario, the Administrative Assistant to the Director of Corporate Finance, Suite 1903, Box 5520 Queen Street West, Toronto, Ontario M5H 3S8, Telephone (416) 593-8086, Facsimile: (416) 593-8252 is the public official who can answer questions about the indirect collection of personal information. The Subscriber's personal information may be disclosed by the Corporation or its counsel to: (a) stock exchanges, securities commissions or securities regulatory authorities; (b) the Corporation's registrar and transfer agent; (c) taxation authorities; (d) any of the other parties involved in the offering, including legal counsel. By executing this Subscription Agreement the Subscriber is deemed to be authorizing and consenting to the foregoing collection (including the indirect collection of personal information), use and disclosure of the Subscriber's personal information as set forth above. The Subscriber also consents to the filing of copies or originals of any of the Subscriber's documents described in this Subscription Agreement as may be required to be filed with any stock exchange, securities commission or securities regulatory authority in connection with the transactions contemplated hereby.

Partial Acceptance or Rejection

14. The Corporation may, in its absolute discretion, accept or reject the Subscriber's subscription for Shares as set forth in this Subscription Agreement, in whole or in part, and the Corporation reserves the right to allot to the Subscriber less than the amount of Shares subscribed for under this Subscription Agreement.

15. Notwithstanding the foregoing, the Subscriber acknowledges and agrees that the acceptance of this Subscription Agreement will be conditional upon among other things, the sale of the Shares to the Subscriber being exempt from any prospectus requirements of applicable securities laws. The Corporation will be deemed to have accepted this Subscription Agreement upon the delivery on the Closing Date of the certificates representing the Shares to the Subscriber or upon the direction of the Subscriber in accordance with the provisions hereof.

16. If this Subscription Agreement is rejected in whole, any certified cheque(s) or bank draft(s) delivered by the Subscriber to the Corporation on account of the Aggregate Subscription Amount for the Shares subscribed for will be promptly returned to the Subscriber without interest. If this Subscription Agreement is accepted only in part, a cheque representing the amount by which the payment delivered by the Subscriber to the Corporation exceeds the subscription price of the number of Shares sold to the Subscriber pursuant to a partial acceptance of this Subscription Agreement, will be promptly delivered to the Subscriber without interest.

Time and Place of Closing

17. The sale of the Shares will be completed at the Registered Office of the Corporation, located at Suite 600 – 815 – 8th Avenue S.W., Calgary, Alberta, T2P 3P2, at 10:00 a.m. (Alberta time) or such other time as the Corporation may determine, at its sole discretion (the "Closing Time") on the Closing Date. The Corporation reserves the right to close the Offering in multiple tranches, so that one or more closings may occur after the initial closing.

Subject to Regulatory Approval

18. The obligations of the parties hereunder are subject to all required regulatory approvals being obtained.

No Partnership

19. Nothing herein shall constitute or be construed to constitute a partnership of any kind whatsoever between the Subscriber and the Corporation.

Governing Law

20. The contract arising out of acceptance of this Subscription Agreement by the Corporation shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

Time is of the Essence

21. Time shall be of the essence of this Subscription Agreement.

Entire Agreement

22. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof, and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.

Facsimile, Portable Document Format Copies or Electronic Signature

23. The Corporation shall be entitled to rely on delivery of a facsimile, portable document format or electronic signed copy of executed subscriptions, and acceptance by the Corporation of such facsimile or portable document format subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof.

Counterpart

24. This Subscription Agreement may be executed in one or more counterparts each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

Severability

25. The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.

Survival

26. The covenants, representations and warranties contained in this Subscription Agreement shall survive the closing of the transactions contemplated hereby, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

Interpretation

27. The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Subscription Agreement or any provision hereof. In this Subscription Agreement, all references to money amounts are to Canadian dollars.

Amendment

28. Except as otherwise provided herein, this Subscription Agreement may only be amended by the parties hereto in writing.

Costs

29. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Shares to the Subscriber shall be borne by the Subscriber.

Withdrawal

30. The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder.

Assignment

31. Neither party may assign all or part of its interest in or to this Subscription Agreement without the consent of the other party in writing.

Further Documents

32. The Subscriber agrees to deliver such documentation as may be reasonably requested and required by the Selling Agent.

Language

33. The Subscriber acknowledges that it has consented to and requested that all documents evidencing or relating in any way to the sale of the Shares be drawn up in the English language only.

Privacy Notice

34. This Subscription Agreement and the Exhibits hereto require the Subscriber to provide Personal Information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the eligibility of the Subscriber to purchase the Common Shares under applicable securities legislation, preparing and registering certificates representing the Common Shares to be issued hereunder and completing filings required under applicable securities legislation, regulations, rules, policies or orders or by any stock exchange or securities regulatory authority or taxation authority.

In addition, Personal Information may be used or disclosed by the Corporation for the purpose of administering the Corporation's relationship with the Subscriber. For example, Personal Information may be used by the Corporation to communicate with the Subscriber (such as by providing annual or quarterly reports), to prepare tax filings and forms or to comply with its obligations under taxation, securities and other laws (such as maintaining a list of holders of Shares).

Certain securities commissions have been granted the authority to indirectly collect this Personal Information pursuant to applicable securities legislation and this personal information is also being collected for the purpose of administration and enforcement of applicable securities legislation. In Ontario, the Administrative Assistant to the Director of Corporate Finance, 19th Floor, Box 55, 20 Queen Street West, Toronto, Ontario, M5H 3S8, Telephone (416) 597-

0681, Facsimile: (416) 593-8252 is the public official who can answer questions about the indirect collection of Personal Information.

In connection with the foregoing, the Personal Information of the Subscriber, may be disclosed by the Corporation to: (i) stock exchanges or securities regulatory or taxation authorities; (ii) the Corporation's registrar and transfer agent; (iii) taxation authorities; (iv) any of the other parties involved in the Offering, including legal counsel; and (v) be included in record books prepared in respect of the Offering.

By executing this Subscription Agreement, the Subscriber hereby consents to the collection, use and disclosure of such Personal Information. The Subscriber also consents to the filing of copies or originals of any of the documents provided to the Corporation by or on behalf of the Subscriber as may be required to be filed with any stock exchange, securities regulatory authority or taxation authority in relation to the transactions contemplated by this Subscription Agreement.

EXHIBIT "1"

TO THE SUBSCRIPTION FOR COMMON SHARES OF HOOKFLASH INC.

REPRESENTATION LETTER FOR ACCREDITED INVESTORS

TO: Hookflash Inc. (the "Corporation")

AND TO: Waverley Corporate Financial Services Ltd.

In connection with the purchase by the undersigned (the "**Subscriber**") of securities of the Corporation as set out in the attached Subscription Agreement (the "**Securities**"), the Subscriber hereby represents, warrants, covenants and certifies to the Corporation that:

1. The Subscriber is (check one):

- ☐ (a) purchasing the Securities as principal for its own account and not for the benefit of any other person, or
- ☐ (b) deemed to be purchasing the Securities as principal by virtue of being a trust company or trust corporation described in paragraph (p) or a person described in paragraph (q) of National Instrument 45-106 - *Prospectus and Registration Exemptions*, in each case acting on behalf of accounts fully managed by it, or
- ☐ (c) purchasing the Securities as agent on behalf of one or more beneficial purchasers ("**Beneficial Purchaser**") identified under "Name of Beneficial Purchaser" on the face page of the Subscription Agreement and each such Beneficial Purchaser is purchasing the Securities as principal for its own account and not for the benefit of any other person.

2. The Subscriber (or if the subscriber is purchasing the Securities on behalf of one or more Beneficial Purchasers then each Beneficial Purchaser) is an "accredited investor" as defined in National Instrument 45-106 – *Prospectus and Registration Exemptions* by virtue of satisfying the criteria identified in Schedule A attached to and forming a part of this Representation Letter.

3. The Subscriber has read and understands the identified criterion of an accredited investor as set out in Schedule "A" attached to and forming a part of this Representation Letter.

4. Upon execution of this Exhibit "1" by the Subscriber, this Exhibit "1" shall be incorporated into and form a part of the Subscription Agreement.

Dated: _____, 2014

Name of Subscriber - Please Print (if Subscriber is a corporation, trust or partnership, please use the name of the corporation, trust or partnership)

Signature of Authorized Signatory

Name and Title of Authorized Signatory if different from that of Subscriber - Please Print

IMPORTANT: PLEASE CHECK THE APPROPRIATE BOX ON SCHEDULE "A" ATTACHED HERETO

SCHEDULE “A”
TO REPRESENTATION LETTER FOR ACCREDITED INVESTORS

The Subscriber (or if the subscriber is purchasing the Securities on behalf of one or more Beneficial Purchasers then each Beneficial Purchaser) is (check one):

- ☐ (a) a Canadian financial institution or a Schedule III bank,
- ☐ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
- ☐ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
- ☐ (d) a person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer, other than a person registered solely as a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- ☐ (e) an individual registered or formerly registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d),
- ☐ (f) the Government of Canada or a jurisdiction of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction of Canada,
- ☐ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,
- ☐ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- ☐ (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada) or a pension commission or similar regulatory authority of a jurisdiction of Canada,
- ☐ (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000,
- ☐ (k) an individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,
- ☐ (l) an individual who, either alone or with a spouse, has net assets of at least \$5,000,000,

- ☐ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000 as shown on its most recently prepared financial statements and that has not been created or used solely to purchase or hold securities as an accredited investor as defined in this paragraph (m),
- ☐ (n) an investment fund that distributes or has distributed its securities only to
 - (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [Minimum amount investment] of National Instrument 45-106 (“NI 45-106”), or 2.19 [Additional investment in investment funds] of NI 45-106, or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [Investment fund reinvestment] of NI 45-106,
- ☐ (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,
- ☐ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,
- ☐ (q) a person acting on behalf of a fully managed account managed by that person, if that person
 - (i) is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction, and
 - (ii) in Ontario, is purchasing a security that is not a security of an investment fund,
- ☐ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility advisor or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded,
- ☐ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function,
- ☐ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors,
- ☐ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser, or
- ☐ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor.

In this Schedule “A”, the following terms have the following meanings:

“Canadian financial institution” means

- (a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (b) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

“control person” has the same meaning as in securities legislation except in Manitoba, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island and Québec where control person means any person that holds or is one of a combination of persons that holds

- (a) a sufficient number of any of the securities of an issuer so as to affect materially the control of the issuer, or
- (b) more than 20% of the outstanding voting securities of an issuer except where there is evidence showing that the holding of those securities does not affect materially the control of the issuer;

“eligibility adviser” means

- (a) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
- (b) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not
 - (i) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
 - (ii) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

“executive officer” means, for an issuer, an individual who is

- (a) a chair, vice-chair or president,
- (b) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or
- (c) performing a policy-making function in respect of the issuer;

“financial assets” means

- (a) cash,
- (b) securities, or

- (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

“**founder**” means, in respect of an issuer, a person who,

- (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (b) at the time of the trade is actively involved in the business of the issuer;

“**fully managed account**” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

“**investment fund**” has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;

“**offering memorandum**” means a document, together with any amendments to that document, purporting to describe the business and affairs of an issuer that has been prepared primarily for delivery to and review by a prospective purchaser so as to assist the prospective purchaser to make an investment decision in respect of securities being sold in a distribution to which the prospectus requirement of Applicable Securities Laws would apply but for the availability of one or more exemptions contained in Applicable Securities Laws but, for purposes of the *Securities Act* (Ontario) does not include a document setting out current information about an issuer for the benefit of a prospective purchaser familiar with the issuer through prior investment or business contacts;

“**person**” includes

- (a) an individual,
- (b) a corporation,
- (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not,
- (d) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative, and
- (e) for greater certainty in Québec, a legal person and a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether constituted or not as a legal person;

“**related liabilities**” means

- (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (b) liabilities that are secured by financial assets;

“**Schedule III bank**” means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

“**spouse**” means, an individual who,

- (a) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,

- (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (c) in Alberta, is an individual referred to in paragraph (a) or (b), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);

“**subsidiary**” means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

Interpretation

In this Schedule “A”, a person (first person) is considered to control another person (second person) if

- (a) the first person, directly or indirectly, beneficially owns or exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
- (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or
- (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.