SECURITIES & EXCHANGE COMMISSION EDGAR FILING

ClickStream Corp

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10

GENERAL FORM FOR REGISTRATION OF SECURITIES
PURSUANT TO SECTION 12(b) OR SECTION 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934

CLICKSTREAM CORPORATION

(Exact name of registrant as specified in its charter)

Nevada	**46-5582243**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)
1801 Century Park East, Suite 1201 **Los Angeles, California** (Address of Principal Executive Offices)	**90067** (Zip Code)

Registrant's telephone number, including area code: **310-860-9975**

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Securities registered pursuant to Section 12(b) of the Act: **None**

Securities registered pursuant to Section 12(g) of the Act:

Common Stock, par value $0.0001 per share

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated Filer ☐	Non-accelerated filer ☐	Smaller reporting company ý
(Do not check if a smaller reporting company)			

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This Registration Statement on Form 10 contains forward-looking statements that involve risks, uncertainties and assumptions. In some cases, you can identify forward-looking statements by terminology such as “may”, “should”, “expects”, “plans”, “anticipates”, “believes”, “estimates”, “predicts”, “potential” or “continue” or the negative of these terms or other comparable terminology. All statements made in this Registration Statement on Form 10 other than statements of historical fact could be deemed forward-looking statements.

By their nature, forward-looking statements speak only as of the date they are made, are neither statements of historical fact nor guarantees of future performance and are subject to risks, uncertainties, assumptions and changes in circumstances that are difficult to predict or quantify. These statements are only predictions and involve known and unknown risks, uncertainties and other factors, including the risks identified in the section entitled “Risk Factors” in Item IA of this Registration Statement, and similar discussions in our other filings with the Securities and Exchange Commission (the “SEC”). If such risks or uncertainties materialize or such assumptions prove incorrect, our results could differ materially from those expressed or implied by such forward-looking statements and assumptions. Risks that could cause actual results to differ from those contained in the forward-looking statements include but are not limited to risks related to: our need to raise additional capital and our ability to obtain financing; general economic and business conditions; our ability to continue as a going concern; our limited operating history; our ability to recruit and retain qualified personnel; our ability to manage future growth; and our ability to develop our planned products.

You should not place undue reliance on forward-looking statements. Unless required to do so by law, we do not intend to update or revise any forward-looking statement, because of new information or future developments or otherwise.

Except as otherwise noted, all share and per share amounts set forth in this Registration Statement have been adjusted to reflect the 1-for-300 reverse stock split of our common stock that was effected on June 19, 2014.

Introductory Comment

We are filing this General Form for Registration of Securities on Form 10 to register our common stock pursuant to Section 12(g) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Once this registration statement is deemed effective, we will be subject to the requirements of Section 13(a) under the Exchange Act, which will require us to file annual reports on Form 10-K (or any successor form), quarterly reports on Form 10-Q (or any successor form), and current reports on Form 8-K, and we will be required to comply with all other obligations of the Exchange Act applicable to issuers filing registration statements pursuant to Section 12(g) of the Exchange Act.

As used in this Form 10 and unless otherwise indicated, the terms the “ClickStream,” “Company,” “we,” “us” and “our” refer to ClickStream Corporation.

PART I

ITEM 1. BUSINESS

The following discussion should be read in conjunction with our financial statements and the related notes and other financial information appearing elsewhere in this Registration Statement on Form 10.

Overview

ClickStream is a technology based data analytics company focused on development of analytical tools for high volume data analysis and related internet trends and associations. We are currently in late-stage development of a fantasy sports analytical service platform, *DraftClick.* A fantasy sport is a game where participants assemble imaginary or virtual teams of real players of a professional sport. These fantasy teams compete based on the statistical performance of the selected professional athlete in actual games. This performance is converted into points that are compiled and totaled according to a roster chosen by the fantasy sport participant. These point systems can be simple enough to be manually calculated by a "league commissioner" who coordinates and manages the overall league, or points can be compiled and calculated using computers tracking actual results of the professional sport. In fantasy sports, fantasy sports participants act as team owners and managers that draft, trade and cut (drop) professional athletes, analogously to real sports teams.

DraftClick is designed to assist in the fantasy sport participant's ability to monitor changes in player valuations, breaking news releases, injury reports, real-time discussions in sports forums, fan sentiment, historical matchup data and other sources of data by incorporating all of this information into prediction results. These results are then presented using a tailored version of *DraftClick's* user interface which has been designed to enable seamless transition of fantasy sport participant selections to fantasy game sites such as DraftKings™ and FanDuel™.

ClickStream plans to monetize *DraftClick* using its proprietary data analysis algorithms to take advantage of the growing fantasy sports market through various weekly subscription services and tools on a per sport basis that:

- generates probabilities of sport specific win/loss outcomes for a particular team;
- generates probabilities of particular professional athletes meeting certain performance thresholds, as may be particularly useful for fantasy football and fantasy baseball customers;
- compares predictions (taking into account confidence ratings and historical performance) and cross-reference with published lines in order to identify particularly appealing acquisition opportunities; and
- generates probabilities of final score differentials for upcoming specific sporting events.

Our fantasy sports services are slated to provide notifications which would allow for the sending of an e-mail or text whenever a particular prediction reaches a threshold confidence rating, or when predictions change by more than a set amount based on late-breaking news or events. We plan to customize our service interface and applications for each fantasy sport and are currently planning on using both mobile apps and web-based platforms which would allow customers to log-in using both desktop or mobile devices.

History

We were incorporated in the state of Nevada on September 30, 2005 and previously operated under the name Peak Resources Incorporated. Effective August 18, 2008, we changed our name to "Mine Clearing Corporation." The Company had been operating as an exploration division in the mining sector until May 2014.

On April 25, 2014, the Company's shareholders adopted Amended and Re-Stated Articles of Incorporation, (the "New Articles"). The New Articles provide for a one for 300 reverse split of all outstanding shares of common stock, authorization of 5 million shares of "blank check" preferred stock, an increase in the authorized shares of common stock to 300,000,000 shares and changing the name of the Company to ClickStream Corporation. All share numbers in this Registration Statement have been adjusted to reflect the one for 300 reverse split of the common stock effective as of June 19, 2014.

On May 2, 2014, the Company acquired all of the outstanding shares of ClickStream Corporation, a Delaware corporation ("CS Delaware"), pursuant to a merger into a wholly-owned subsidiary of the Company. Since the merger, we have been operating as a data analytics tool developer and have sought to further develop and exploit our data analytics technology and proprietary algorithms.

Since former holders of Clickstream common stock owned, after the Merger, substantially all of MCCO's shares of common stock, and as a result of certain other factors, including that all members of the Company's executive management are members of Clickstream management, Clickstream is deemed to be the acquiring company for accounting purposes and the merger was accounted for as a reverse merger and a recapitalization in accordance with generally accepted accounting principles in the United States ("GAAP").

Our common stock is currently quoted on the over-the-counter market in the United States (commonly known as "the Pink Sheets") under the trading symbol "CLIS".

Our principal executive offices are located at 1801 Century Park East, Suite 1201, Los Angeles, California, and our telephone number at that address is (626)-964-8808. Our website is located at www.clickstream.technology. Information on our website is not, and should not be considered, part of this Registration Statement.

Business Operations

Our business and operations are focused on development of analytical tools for high volume data analysis and related internet trends and associations particularly for use in fantasy sports. Our mission is to build value for our investors by commercializing the predictability power of discussions on the internet combined with other statistics in our ever growing database. To realize this mission, ClickStream has developed an automated analytics platform.

The Opportunity

According to published reports, fantasy sports players have grown from 500,000 in 1988 to an estimated 56 million in 2015 in the U.S. and Canada up from 32 million in 2010. They spend an average of 8.7 hours weekly consuming fantasy sports, they are mostly male (66%) with an average age of 37 years, and 57% have college degrees. Football is the most popular of the fantasy sports (73%) and 74% of the players use four to six sports websites to obtain relevant data to assist them in their playing strategies. (Fantasy Sports Trade Association)

As of September, 2015, more than 25,000 one-week leagues were run weekly in all different sizes. The market for fantasy sports has to expanded at a rapid rate and we believe it will continue to grow in popularity.

The Challenge

When using the Internet for research, users have been accustomed to expect to accumulate mountains of data through available search techniques and data providers. The resulting data is often composed of an unstructured mix of current and historical objective and subjective information. In order to make sense of this data, the user must carefully analyze and screen the results in the hope of extracting their search results in a timely fashion. Essentially, this 'search' is manual, unfocused and time consuming.

Informed decision-makers, particularly in fantasy sports, often assume that the majority of their peers are making equally careful considerations when choosing a course of action. However, management believes that the reality is that most decisions, even important ones, are based on emotions. Emotional decisions are usually grouped and are followed by emotional decisions from peers. People react much more quickly to fear than they do to facts, thus creating the phenomenon known as herd mentality. Knowing that emotional herds grow through interactions and conversations, it would logically follow that tracking and analyzing conversations in real-time are invaluable.

Management believes information dissemination is now largely not through traditional publication such as print media, but through social media and online conversation. Our preliminary tests have been able to show that one can use that social data to augment historical statistical data to gain an additional advantage through our proprietary self-learning algorithms increasing the likelihood for picking a winning fantasy sports team or determining the possible outcome of a particular event.

The Solution

ClickStream understands the relational importance of information and thus we focus on correlating and analyzing data as it continually becomes available. We aggregate data from numerous relevant sources but we understand it is unhelpful to pass this information in its raw form along to users. For the most part, users are looking for assistance in making critical decisions that often require a very timely response.

Capturing the sentiment of social media conversation is also essential in analyzing the meaning of what is being said. Conversations are the catalysts of emotions, and gathering data from the multitude of relevant conversations that take place on the internet is vital to fully understanding the direction of today's events.

For fantasy sports players, *DraftClick* takes the analytical labor out of information aggregation. *DraftClick*, powered by our algorithms, assists in one's ability to monitor changes in sport player valuations, breaking news releases, injury reports, real-time discussions in sports forums, fan sentiment, historical matchup data and other sources of data, by incorporating all of this information into our prediction results. These results are then presented using a tailored version of our user interface which has been designed to enable seamless transition of fantasy sport participant selections to fantasy game sites such as DraftKings and FanDuel.

DraftClick analyzes discussions on the Internet (forums, tweets, etc.) to determine the most relevant sources and then monitors those sources in real-time. This information is used in conjunction with the historical and daily sports data available for fantasy sport participants and teams to improve the self-learning of our algorithms. As new and important data becomes available, *DraftClick* aggregates and correlates that data with other relevant and important information in order lend intelligence to the user's decision-making process. In essence, this approach combines the quantitative methods used in fields such as technical trading with the sentiment-based approach which a person uses when reading and analyzing all available information about a particular event. The prediction algorithms optimize the relative importance of historical performance versus sentiment analysis for each particular event.

Industry

Management believes, after review of certain reports by Eilers Research which studies the industry, that daily games will generate around $2.6 billion in entry fees in 2015 and grow 41 percent annually, reaching $14.4 billion in 2020. Fantasy sports place a premium on data, and technological and statistical advances have made massive amounts of information available instantly and for sale.

Management believes that the mainstream growth of daily fantasy sports was credited to several factors, including the convenience of the format in comparison to traditional fantasy sports, the prospective cash prizes (with some contests featuring advertised cash prices of up to $1 million), as well as their availability on mobile devices—which complements technologically-oriented lifestyles.

In 2013, 319,000 Fantasy Sports players used mobile devices to participate in fantasy sports. In 2014, this number had increased by 847% to 3,022,000. FanDuel is currently the largest daily fantasy sports operator offering 20,000 leagues open every day to bet on and hosts an average of over 600,000 lineup entries per week into their daily games.

FanDuel announced it will pay about $2 billion in prizes in 2015, while DraftKings, the second-largest daily fantasy sports operator in the US, expects to award more than $1 billion. The fantasy sport platforms typically keep around 10 percent of participating fantasy sport participant fees as revenue, paying the rest in prizes. The two rival platforms have both raised new rounds of investment, bringing DraftKings's total amount raised to $426 million and FanDuel's to $363 million.

Competition

Most companies in the fantasy sports industry who offer statistical data to fantasy sport participants (mostly for use on FanDuel and DraftKings, although Yahoo has recently instituted a fantasy sport platform) offer data driven intelligence to support fantasy sports contests. Such companies typically provide content including top 10 value plays, odds of professional athletes scoring the most points, optimal lineups and overall rankings. They formulate pre-game projections which are updated in real-time as games progress, incorporating a range of components including win probability, professional athlete projections and expected points against the spread.

STATS is a sports statistics, technology, data, and content company, founded in 1981 that provides content to multimedia platforms, television broadcasters, leagues and teams, fantasy providers and fantasy sport participants as well as major business-to-business and business-to-consumer brands. STATS also offers Associated Press editorial content and maintains relationships with many major sports leagues worldwide. They cover more than 300 leagues and competitions across the globe for a total of 83,000 events annually.

Other companies such as RotoGrinders, RotoWire, OfficialPredictionMachine.com, Breaking Sports and Sports Guys LLC., offer optimal lineups for fantasy sports games, professional athletes and team news and depth charts. Some of these services help fantasy sport participants set lineups, make trades and strategize every week all the way to the playoffs assisting in making informed decisions by supplying large amounts of data. Some are customizable by site, time, risk level and type of game.

The predictions all these companies make are based on an algorithm(s) which uses available data and generates a prediction. The field of self-learning algorithms is fairly well-established and the type of algorithms which can be used in applications like the stock market or fantasy sports is well defined.

DraftClick Differentiators

DraftClick, ClickStream's flagship product for daily fantasy sports users ("DFS"), differs from commonly available products or toolsets to help DFS users select their optimal teams in two key areas.

First, the *DraftClick* team selection page supports a large number of professional athlete filters that can be used in a flexible fashion. Some of these filters are based on widely available professional athlete data (e.g., average fantasy points per game, floor/ceiling points, consistency in point production), while others are based on computed values using proprietary algorithms (e.g., projected performance versus next opponent, recent social media feedback). These filters can currently be nested up to six levels deep to help users sort and select their own professional athletes using one or many selected search criteria. The searches can be position specific or across multiple positions.

Second, the *DraftClick* team selection page offers an "auto fill" button which will complete the user's team using proprietary self-learning algorithms which utilize statistical correlation to determine which of over 100 professional athlete specific variables best predict the fantasy point production for each professional athlete in their next contest. These algorithms learn through historical back-testing (before and after examples from thousands of previous games) and the specific algorithms which best predict each professional athlete's recent performance (out of a pool of over 40 algorithms) are then selected to predict their next game performance. The entire collection of algorithms are rerun on a daily basis, or a subset of algorithms as breaking events occur. The auto fill button can also be used to select the entire team, if that is desired.

Future Applications.

Fantasy sport applications are the initial iteration and application for our technology. Additionally, subject to the availability of capital, we plan to develop products for additional sports and other applications as we continue to evolve our technology such as:

- Financial Predictions —Using stock prices, public sentiment analysis and event data, ClickStream technology can correlate past stock price movements driven by discrete events and public sentiment with gathered data on emerging events and breaking sentiment to predict the movement of specific stocks over the next few trading sessions. Key markets and users for this type of product are hedge funds that essentially operate as day traders (especially high frequency traders), institutional investment houses, financial advisors, individual investors and online retail brokers.

- Political Analytics—Using real-time news, polls and event tracking, our technology can perform political analytics to monitor public entities and social media both proactively and reactively to deliver alerts about any negative or threatening conversations, press, or changes in sentiment on the web.

Employees

We currently have two employees and three technology consultants.

Intellectual Property

We believe our proprietary algorithms and database architectures are fundamental to our business and our strategy, including the continued development of our analytical tools. Our core technology is centered on statistical prediction. In order to generate statistical predictions, several criteria must first be defined. First, what is the specific question that the algorithms will attempt to answer. Second, what algorithm or set of algorithms will be used. Third, which data points will be used within the algorithm as input data from which the prediction will be generated. Fourth, what will be used as the 'training data" which allows the algorithms to "learn" and subsequently improve accuracy. Finally, what confidence levels are selected to declare a valid prediction outcome.

The selections of these five criteria are critical to the prediction and there can be thousands of valid combinations. *DraftClick* uses over 40 types of well-established self-learning algorithms and it uses over 100 athlete specific variables as input data points. Which of these algorithms to use for each athlete each day is dynamically selected by the system based on the training data. The training data consists of thousands of historical contests where the outcome is known and the values of the data points are known before and after each contest. This so-called historical "back testing" is also used to establish proper confidence levels. As each day goes by, the set of training data increases by the outcomes for that day.

Based upon availability of capital, we anticipate to launch *DraftClick* in the Spring of 2016.

All elements used in the development of the Company's products (including design, names, function, codes, algorithms) have been developed by the Company's personnel from conception, or by technical consultants under contract to the Company. Each individual has signed an invention and assignment agreement that all such elements, including the completed products and any patents or registrations that may be attached thereto, belong solely to the Company and that they have no right, title or interest in said properties.

We presently have no patents. Consequently, we rely on a combination of trade secret laws and assignment of invention and non-disclosure agreements to protect our technology, systems and data procedures. We have applied for trademark registrations for DraftClick and ClickStream in the United States.

Government Regulation

Our *DraftClick* fantasy sports product is a toolset which allows people to identify their optimal teams which they can then enter into sites like FanDuel or DraftKings. We do not provide a daily fantasy sport platform, and as such, we would not be directly affected by government regulation on how sites like FanDuel or DraftKings operate under federal and state internet gambling rules and regulations. The following regulatory discussion pertains to the fantasy sports industry and the ability for daily fantasy sport platforms to continue their present operations.

U.S. Federal Regulation of Fantasy Sports

Under federal law, the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA) prohibits online gambling practices, but exempts fantasy sports, as long as they operate within certain parameters. The UIGEA specifically exempts fantasy sports games, educational games, or any online contest that "has an outcome that reflects the relative knowledge of the participants, or their skill at physical reaction or physical manipulation (but not chance), and, in the case of a fantasy or simulation sports game, has an outcome that is determined predominantly by accumulated statistical results of sporting events, including any non-participant's individual performances in such sporting events..." As a result, online casino games, such as poker, are deemed games of luck; fantasy sports, including daily fantasy sports, are considered games of skill so long as:

- Such games are not based on the current membership of an actual sports team or on the score, point spread or performance of teams;
- All prizes and awards are established and made known before the start of the contest; and
- Winning outcomes are based on the skill of the participants and predominately by accumulated statistics of individual performances of professional athletes, but not solely on a single performance of a professional athlete.

In October, 2015, the U.S. Justice Department and the Federal Bureau of Investigation began an investigation of the business model of daily fantasy-sports operators as to whether such practices violate federal law. As reported by the Wall Street Journal on October 15, 2015, the Justice Department is trying to determine whether daily fantasy games are a form of gambling that falls outside the purview of the game of skill exemption, and the on-going investigation is in its preliminary stage.

State Regulation of Fantasy Sports

Even if fantasy sport platforms or daily fantasy sports websites operate in compliance with UIGEA, individual states can take more restrictive positions. In most U.S. states, fantasy sports currently remain unregulated or are generally considered a game of skill and therefore not considered gambling. However, some states either use a more restrictive test of whether a game is one of skill or have specific laws outlawing pay-to-play fantasy sports, such as in Illinois, Montana, Washington, Iowa, Nevada and Arizona. The regulatory environment for daily fantasy sports is evolving. Either the U.S. government or additional states could potentially pass laws or interpret their current laws in ways that would cause fantasy sports platforms to cease operating in those states, or to change the manner in which they operate.

Nevada is the most recent state to pass fantasy sports regulation. On October 15, 2015 Nevada regulators ruled that playing daily fantasy sports should be considered gambling, not a game of skill, and ordered daily fantasy sports websites like DraftKings and FanDuel to stop operating immediately in the state until the companies and their employees receive state gambling licenses. DraftKings and FanDuel have previously operated under an exemption to the UIGEA and were not directly regulated in the state.

On November 12, 2015, New York State Attorney General filed a cease and desist order against DraftKings and FanDuel claiming operations constitute illegal gambling under New York law, according to which, a person engages in gambling when he stakes or risks something of value upon the outcome of a contest of chance or a future contingent event not under his control or influence. On December 11, 2015, the New York Supreme Court issued a preliminary injunction ordering DraftKings and FanDuel to cease operations in New York.

Other states, such as New Jersey and Massachusetts, are currently considering daily fantasy sports bills that would regulate or restrict fantasy sports. A draft version of the New Jersey bill, for example, would require daily fantasy sports operators to obtain proper licensing and pay a "permit fee" to operate within the state, maintain their servers in Atlantic City and impose an age requirement of 21 on contest entries. In addition, daily fantasy operators would be unable to offer paid contests based only on the performance of an individual professional athlete to prevent potential conflict with federal bans on sports gambling.

Non-governmental Regulation of Fantasy Sports

In the wake of recent inquiries by federal and state regulators, daily fantasy sports companies have agreed to the formation of the Fantasy Sports Control Agency ("FSCA"), a self-regulatory body which is to be initially headed by the former acting U.S. Secretary of Labor, Seth Harris. The FSCA is charged with creating a system to ensure ethics and integrity across the fantasy industry as a whole. It is unclear whether such self-regulation will be accepted by government regulators or the effect of such self-regulatory body.

ITEM 1A. RISK FACTORS

Our business, financial condition and results of operations are subject to various risks and uncertainties, including those described below and elsewhere in this Registration Statement. This section discusses factors that, individually or in the aggregate, we think could cause our actual results to differ materially from expected and historical results. Our business, financial condition or results of operations could be materially adversely affected by any of these risks. It is not possible to predict or identify all such factors. Consequently, the following are not to be a complete discussion of all potential risks or uncertainties applicable to our business.

Risks Related to Our Business

Limited operating history with net losses

We are an early-stage company with a limited operating history, which makes it difficult to evaluate our current business and future prospects. As a result the company has limited operating history upon which an evaluation of the ClickStream's performance can be made. There have been no revenues generated from the our business operations and we expect to incur further losses in the foreseeable future due to significant costs associated with our business development. There can be no assurance that our operations will ever generate sufficient revenues to fund our continuing operations, or that we will ever generate positive cash flow from our operations, or that we will attain or thereafter sustain profitability in any future period.

The likelihood of the our success must be considered in light of the problems, expenses, difficulties, complications, and delays frequently encountered in connection with the start and growth of a business, and the implementation of the our business plan. In particular,

- our results of operations may fluctuate significantly, which may adversely affect the value of an investment in our common stock;
- we may be unable to monetize our technology in a timely manner that will meet the objectives we have established for our business strategy or grow our business profitably or at all; and

- we have only performed preliminary field testing of our *DraftClick* product and have not yet completed a full cycle testing in a large scale operation, and because of our limited operating history, it may be difficult to accurately predict our long-term accuracy and yields and the demand for our analytic tools. If we are unable to attract and maintain a critical mass of subscribers, whether due to competition or other factors, our revenue and net income, if any, could decrease materially.

Our ability to build a user base for DraftClick and related services and our future operating success are heavily dependent on the use of our Internet-based service.

Our business depends substantially on the long term interest and continuing growth with individuals who play fantasy sports online. The lack of interest in subscribing to our service may not immediately be reflected in our operating results. To the extent that fantasy sport participants do not consider our platform to be a useful or viable , we may be unable to develop a revenue-generating user base. The success of our technology and our resulting ability to generate subscription revenues from our services are substantially dependent on Internet usage and acceptance by users of our technology.

We require significant expenditures of capital in order to expand our user base and to continue to enhance our technology and may require additional capital to pay for ongoing development costs in the future.

We may not be able to obtain additional funds that we may require. We do not presently have adequate cash from operations to meet our long-term needs under our current operating plans to grow our user base and to continue to enhance our technology. If we are not able to obtain the necessary additional financing through an offering or otherwise, we may be forced to reduce, delay or cancel our planned commercial activities, or curtail or cease our operations. We may not be able to obtain the additional funds that we require on terms acceptable to us, if at all. Additionally, we do not currently have any third-party bank credit arrangements.

We may seek to obtain additional funds primarily through equity or debt financings. Such additional financing, if available on terms and schedules acceptable to us, if available at all, could result in dilution to our current shareholders.

Our independent auditors have expressed their concern as to our ability to continue as a going concern.

As a result of our financial condition, we have received a report from our independent registered public accounting firm for our financial statements for the year ended September 30, 2015 that includes an explanatory paragraph describing the uncertainty as to our ability to continue as a going concern. As of September 30, 2015, we have generated no revenue, and had an accumulated deficit of $1,598,758. In order to continue as a going concern, we must effectively use the funds we now have to begin to generate revenue from our *DraftClick* platform and raise additional capital from equity financings. If we are not able to do this, we may not be able to continue as an operating company.

Our products and services are dependent upon advanced technologies that are susceptible to rapid technological change.

Our products and services may be seriously affected by, or become obsolete as a result of, technological changes. Although we do not believe there is a comparable technology platform currently available to provide similar services to the fantasy sports industry, there is a risk that a competitor may develop a similar platform that includes features more appealing to fantasy industry participants or that uses more advanced technology not currently supported by our technology. There is also the risk that different technology or platforms might nonetheless prove more appealing than ours. The occurrence of any of these events could decrease the amount of interest and use of our technology.

Some of our products and services are dependent upon social media models that are susceptible to change.

Our key technology and services utilize a social media model akin to those seen in Facebook, Twitter, Yahoo, Google (user profiles, news feeds and the like). This social media model has proven very popular, as the success of those and other services illustrates. However, there is no guarantee that this model will remain popular or that social media companies and governmental agencies may restrict access to their information. If a different model of interacting with the Internet were to become popular, interest in social media models generally, or access to social media content is hindered, the result could be decreased usage of our products and services.

A significant number of our clients may currently subscribe to trading tools offered by others which could impact our operations and harm our business.

While we believe that *DraftClick* and our proprietary algorithms provide a unique service beneficial to fantasy sports players, such players may already subscribe to existing trading tools. Services such as STATS, which was established in 1981, has a robust database of statistical data and provides statistical content to a variety of platforms. Other companies such as RotoGrinders, RotoWire, OfficialPredictionMachine.com, Breaking Sports and Sports Guys LLC., offer optimal lineups for fantasy sports games, athlete and team news and depth charts. Some of these services help fantasy sport participants set lineups, make trades and strategize every week all the way to the playoffs assisting in making informed decisions by supplying huge amounts of data. As a result, if fantasy sport participants are already using other services they may be less likely to adopt our service so that our advancement into the market may be hindered.

We provide services which are intended to assist players using daily fantasy sports websites and changes in federal and state regulation of such websites or other fantasy sports platforms could materially affect our business.

We are in the business of providing analytical services and technology as tools to be used in assisting in fantasy sports games. Various states have laws restricting gambling which may be applied to games of skill, such as fantasy sports. We believe that we are in compliance with the rules and regulations in the states we operate. However, companies with daily fantasy sports offerings operate in an unclear and evolving regulatory environment. If a regulator takes the position that daily fantasy sports websites operate in violation of applicable laws, or if laws are changed, it could force such websites to cease operating in certain states or to change its business models in ways that could materially and negatively impact our business. Additionally, there can be no assurance that no new rules and regulations restricting our business will be adopted in the states we operate. If such restrictive rules and regulations are adopted, we may incur additional costs in complying with the rules and regulations or we may have to cease operation in such states.

If we fail to retain current members of our senior management, or to attract and keep additional key personnel, our business and prospects could be materially adversely impacted.

Our success depends on our continued ability to attract, retain and motivate highly qualified management and technical personnel. We are highly dependent upon our senior management and technology consultants, particularly Michael J. O'Hara and Eben Esterhuizen. The loss of services of any of our key personnel or consultants could adversely affect our ability to successfully commercialize our technology.

In addition, competition for qualified technical, sales and marketing staff, as well as officers and directors, can be intense and no assurance can be provided that we will be able to attract or retain key personnel in the future, which may adversely impact operations.

If we fail to manage our growth effectively, we may be unable to execute our business plan, maintain high levels of service or address competitive challenges adequately.

Future growth will place a significant strain on our management, administrative, operational and financial infrastructure. We anticipate this growth will be required to address increases in our product offerings and expansion. Our success will depend in part upon the ability of our management team to manage this growth effectively. To do so, we must continue to recruit, hire, train, manage and integrate a significant number of qualified managers, technical personnel and employees in specialized roles within our company, including in technology, sales and marketing. If our new employees perform poorly, or if we are unsuccessful in recruiting, hiring, training, managing and integrating these new employees and offices, or retaining these or our existing employees, such failures could have a negative impact on our business, results of operations or financial condition.

In addition, to manage the expected growth of our staff, and operations, we will need to continue to improve our information technology infrastructure, operational, financial and management systems and procedures. Our anticipated additional staff and capital investments will increase our costs, which will make it more difficult for us to address any future revenue shortfalls by reducing expenses in the short term. If we fail to successfully manage our growth, we will be unable to successfully execute our business plan, which could have a negative impact on our business, results of operations or financial condition.

We may have difficulty in attracting and retaining management and outside independent members to our board of directors as a result of their concerns relating to their increased personal exposure to lawsuits and stockholder claims by virtue of holding these positions in a publicly quoted company.

The directors and management of publicly quoted corporations are increasingly concerned with the extent of their personal exposure to lawsuits and stockholder claims, as well as governmental and creditor claims which may be made against them, particularly in view of recent changes in securities laws imposing additional duties, obligations and liabilities on management and directors. Due to these perceived risks, directors and management are also becoming increasingly concerned with the availability of directors' and officers' liability insurance to pay on a timely basis the costs incurred in defending such claims. We currently do not carry limited directors' and officers' liability insurance. Directors' and officers' liability insurance has recently become much more expensive and difficult to obtain. If we are unable to continue or provide directors' and officers' liability insurance at affordable rates or at all, it may become increasingly more difficult to attract and retain qualified outside directors to serve on our board of directors.

We may lose potential independent board members and management candidates to other companies that have directors' and officers' liability insurance to insure them from liability or to companies that have revenues or have received greater funding to date which can offer more lucrative compensation packages. The fees of directors are also rising in response to their increased duties, obligations and liabilities as well as increased exposure to such risks. As a company with limited operating history and resources, we will have a more difficult time attracting and retaining management and outside independent directors than a more established company due to these enhanced duties, obligations and liabilities.

We will incur increased costs as a result of becoming a reporting company, and given our limited capital resources, such additional costs may have an adverse impact on our profitability.

Following the effectiveness of this Form 10, we will be an SEC reporting company. The Company currently has no business that produces revenues. However, the rules and regulations under the Exchange Act require a public company to provide periodic reports with interactive data files which will require the Company to engage legal, accounting and auditing services, and XBRL and EDGAR service providers. The engagement of such services can be costly and the Company is likely to incur losses which may adversely affect the Company's ability to continue as a going concern. In addition, the Sarbanes-Oxley Act of 2002, as well as a variety of related rules implemented by the SEC, have required changes in corporate governance practices and generally increased the disclosure requirements of public companies. For example, as a result of becoming a reporting company, we must adopt policies regarding disclosure controls and procedures and regularly evaluate those controls and procedures.

The additional costs we will incur in connection with becoming a reporting company will serve to further stretch our limited capital resources. In other words, due to our limited resources, we may have to allocate resources away from other productive uses in order to pay any expenses we incur in order to comply with our obligations as an SEC reporting company. Further, there is no guarantee that we will have sufficient resources to meet our reporting and filing obligations with the SEC as they come due.

Risks Related to Intellectual Property

If our intellectual property and other proprietary information technology were copied or independently developed by our competitors, our operating results could be negatively affected.

Our success depends on the use and development of our analytic tools and related technology, products and services as well as our data analysis techniques, and internal systems and procedures that we have developed. We have no patents. Consequently, we rely on a combination of copyright, trade secret laws and assignment of invention and non-disclosure agreements to protect our technology, systems and data procedures. We cannot assure you that the steps we have taken to protect our rights will be adequate to prevent misappropriation of such rights, or that third parties will not independently develop functionally equivalent or superior algorithms or technologies. We believe that our platform and related technologies and other proprietary rights do not infringe upon the proprietary rights of third parties. We cannot assure you, however, that third parties will not assert infringement claims against us in the future, or that any such claims will not result in protracted and costly litigation, regardless of the merits of such claims, or whether we are ultimately successful in defending against such claims.

As part of our confidentiality procedures, we generally enter into assignment of invention and non-disclosure agreements with our employees, directors, consultants and corporate partners who have access to our key intellectual property, and we attempt to control access to and distribution of our technologies, documentation and other proprietary information. Despite these procedures third parties may copy or otherwise obtain and make unauthorized use of our technologies or other proprietary information or independently develop similar technologies or information. The steps that we have taken to prevent misappropriation of our technologies or other proprietary information may not prevent their misappropriation, particularly outside the United States where laws or law enforcement practices may not protect our proprietary rights as fully as in the United States. We also may be subject to claims of moral rights from employees and developers.

Failure to adequately protect our intellectual property, in the United States and abroad, could harm our business and operating results.

Our business depends on proprietary technology and content, including software, databases, confidential information and know-how, the protection of which is crucial to the success of our business. We rely on a combination of trade secret and contractual restrictions to protect our proprietary technology and content. Effective trade secret protection is expensive to develop and maintain, in terms of the costs of defending our rights. The failure to register for copyright protection may make it more difficult to protect our software or technology from infringement or to effectively obtain damages or otherwise vindicate our rights if infringement of our software or technology occurs. The intellectual property rights we obtain may not be sufficient to provide us with a competitive advantage, and could be challenged, invalidated, circumvented, infringed or misappropriated. We may, over time, increase our investment in protecting our intellectual property through copyright, trademark, patent and other intellectual property filings that could be expensive and time-consuming.

We may also be required to protect our proprietary technology and content in an increasing number of jurisdictions, a process that is expensive and may not be successful, or which for reasons of cost or logistics we may not pursue in every location. In addition, effective intellectual property protection may not be available to us in every country, and the laws of some foreign countries may not be as protective of intellectual property rights as those in the United States. Additional uncertainty may result from changes to intellectual property legislation enacted in the United States and elsewhere, and from interpretations of intellectual property laws by applicable courts and agencies. Accordingly, despite our efforts, we may be unable to obtain and maintain the intellectual property rights necessary to provide us with a competitive advantage. Moreover, unauthorized parties may attempt to copy aspects of our products' features, software and functionality — some of which may be legally protectable but some of which may not – or obtain and use information that we consider confidential or proprietary.

Litigation or proceedings before the U.S. Patent and Trademark Office or other governmental authorities and administrative bodies in Canada, the United States and abroad may be necessary in the future to enforce our intellectual property rights, and to determine the validity and scope of the proprietary rights of others. We may also be involved in disputes relating to the rights to, and ownership of, the intellectual property developed by our employees, consultants and others. Our efforts to enforce or protect our proprietary rights may be ineffective, resulting in the invalidation or narrowing of the scope of our intellectual property and could result in substantial costs and diversion of resources, which could harm our business, results of operations or financial condition. Attempting to enforce our intellectual property rights against third parties could also expose us to counterclaims from such third parties.

If the security of our users' confidential information stored in our systems is breached or otherwise subjected to unauthorized access, our reputation may be severely harmed and we may be exposed to liability.

We will receive, store and process personal information and other fantasy sports data, and we will enable our clients to share their personal information with each other and with third parties, including on the Internet and mobile platforms. Possession and use of personal information in our operations subjects us to risks and costs that could harm our business and reputation. Evolving regulations concerning data privacy may result in increased regulation and different industry standards, which could prevent us from providing our current service to fantasy sports players, or require us to modify our service thereby harming our business. Although we use security and business controls to limit access and use of personal information, a third party may be able to circumvent those security and business controls, which could result in a breach of the privacy. . In addition, errors in the storage, use or transmission of personal information could result in such a breach of privacy.

We believe that we will take reasonable steps to protect the security, integrity and confidentiality of the information we will collect and store, but there is no guarantee that inadvertent (e.g., due to software bugs or other technical malfunctions, employee error or malfeasance, or other factors) or unauthorized disclosure will not occur or that third parties will not gain unauthorized access to this information despite our efforts. Such attacks are growing in number and severity against companies large and small in all sectors of the economy. We may in the future experience successful attempts by third-parties to obtain unauthorized access to our data despite our security measures. Since techniques used to obtain unauthorized access change frequently, we and our third-party hosting facilities may be unable to anticipate these techniques or to implement adequate preventative measures. Any willful or accidental security breaches or other unauthorized access could expose us to liability for the loss of such information, adverse regulatory action by federal and state governments, time-consuming and expensive investigation and litigation, extensive downtime of our systems and other possible liabilities.

If our security measures are breached because of third-party action, employee error, malfeasance or otherwise, or if design flaws in our software are exposed and exploited, and, as a result, a third party obtains unauthorized access to any of our users' data, our relationships with our users will be severely damaged, and we could incur significant liability and loss of brand equity and goodwill. In addition, many jurisdictions have enacted laws requiring companies to notify individuals of data security breaches involving certain types of personal data. These mandatory disclosures regarding a security breach often lead to widespread negative publicity and may cause our users to lose confidence in the effectiveness of our data security measures. Any security breach, whether actual or perceived, would harm our reputation, and we could lose users or fail to acquire new users.

If we experience compromises to our information technology as a result of security lapses, technical difficulties or otherwise that result in performance or availability problems of our cloud-based services, the complete shutdown of our service, or the loss or unauthorized disclosure of confidential information, our partners or users may be harmed or lose trust and confidence in us, and decrease the use of our services or stop using our services in its entirety, and we would suffer reputational and financial harm. Our third-party vendors may also suspend or discontinue their relationships with us. Additionally, in the future, we could be subject to regulatory investigations and litigation in connection with a security breach or related issue, and we could also face regulatory fines and be liable to third parties for these types of breaches. For example, we work with third-party vendors to process credit card payments by our users and are subject to payment card association operating rules. If our security measures fail to protect this information adequately or we fail to comply with the applicable operating rules, we could be liable to both our users for their losses, as well as the vendors under our agreements with them, we could be subject to fines and higher transaction fees, we could face regulatory action, and our users and vendors could end their relationships with us, any of which could harm our business, results of operations or financial condition.

Risks Related to Our Securities

We will be subject to the "penny stock" rules which will adversely affect the liquidity of our common stock.

The Company's stock is defined as a "penny stock" under Rule 3a51-1 of the Exchange Act. In general, a "penny stock" includes securities of companies which are not listed on the principal stock exchanges or NASDAQ and have a bid price in the market of less than $5.00; and companies with net tangible assets of less than $2,000,000 ($5,000,000 if the issuer has been in continuous operation for less than three years), or which has recorded revenues of less than $6,000,000 in the last three years. "Penny stocks" are subject to rule 15g-9, which imposes additional sales practice requirements on broker-dealers that sell such securities to persons other than established customers and "accredited investors" (generally, individuals with net worth in excess of $1,000,000 or annual incomes exceeding $200,000, or $300,000 together with their spouses, or individuals who are officers or directors of the issuer of the securities). For transactions covered by Rule 15g-9, a broker-dealer must make a special suitability determination for the purchaser and have received the purchaser's written consent to the transaction prior to sale. Consequently, this rule may adversely affect the ability of broker-dealers to sell the Company's stock, and therefore, may adversely affect the ability of the Company's stockholders to sell stock in the public market.

Our stock price might be volatile.

The price of our stock may be highly volatile and could be subject to fluctuations in price in response to various factors, some of which are beyond our control. These factors include:

- quarterly variations in our results of operations or those of our competitors;
- announcements by us or our competitors of acquisitions, new products, significant contracts, commercial relationships or capital commitments;
- disruption to our operations or those of other sources critical to our operations;
- the emergence of new competitors;
- our ability to develop and market new and enhanced products on a timely basis;

- commencement of, or our involvement in, litigation;
- dilutive issuances of our stock or the stock of our subsidiaries, or the incurrence of additional debt;
- changes in our board or management;
- adoption of new or different accounting standards;
- changes in governmental regulations or in the status of our regulatory approvals;
- changes in earnings estimates or recommendations by securities analysts;
- general economic conditions and slow or negative growth of related markets.

The market price for our common stock will most likely be particularly volatile given our status as a relatively unknown company with a small and thinly quoted public float, limited operating history and lack of net revenues which could lead to wide fluctuations in our share price. The price at which you purchase our common stock may not be indicative of the price that will prevail in the trading market.

The market for our common stock will most likely be characterized by significant price volatility when compared to seasoned issuers, and we expect that our share price will be more volatile than a seasoned issuer for the indefinite future. The volatility in our share price would be attributable to a number of factors. First, as noted above, the shares of our common stock will likely be sporadically and/or thinly quoted. As a consequence of this lack of liquidity, the trading of relatively small quantities of shares by our stockholders may disproportionately influence the price of those shares in either direction. The price for our shares could, for example, decline precipitously in the event that a large number of shares of our common stock are sold on the market without commensurate demand, as compared to a seasoned issuer which could better absorb those sales without adverse impact on its share price.

Secondly, we will most likely be a speculative or "risky" investment due to our dependence on an initial flow of corporate consulting assignments and their implementation producing positive results to attract new clients. As a consequence of this enhanced risk, more risk-adverse investors may, under the fear of losing all or most of their investment in the event of negative news or lack of progress, be more inclined to sell their shares on the market more quickly and at greater discounts than would be the case with the stock of a seasoned issuer.

Shares eligible for future sale by our current stockholders may adversely affect our stock price.

The sale of a significant number of shares of common stock at any particular time could be difficult to achieve at the market prices prevailing immediately before such shares are offered. In addition, sales of substantial amounts of common stock, including shares issued upon the exercise of outstanding options and warrants, under Securities and Exchange Commission Rule 144 or otherwise could adversely affect the prevailing market price of our common stock and could impair our ability to raise capital at that time through the sale of our securities.

The elimination of monetary liability against the Company's directors, officers and employees under Nevada law and the existence of indemnification rights to the Company's directors, officers and employees may result in substantial expenditures by the Company and may discourage lawsuits against the Company's directors, officers and employees.

The Company's articles of incorporation contain a specific provision that eliminates the liability of directors for monetary damages to the Company and the Company's stockholders; further, the Company is prepared to give such indemnification to its directors and officers to the extent provided by Nevada law. The Company may also have contractual indemnification obligations under its employment agreements with its executive officers. The foregoing indemnification obligations could result in the Company incurring substantial expenditures to cover the cost of settlement or damage awards against directors and officers, which the Company may be unable to recoup. These provisions and resultant costs may also discourage the Company from bringing a lawsuit against directors and officers for breaches of their fiduciary duties and may similarly discourage the filing of derivative litigation by the Company's stockholders against the Company's directors and officers even though such actions, if successful, might otherwise benefit the Company and its stockholders.

There is a limited market for our shares. Our common stock is thinly quoted, so you may be unable to sell at or near bid prices or at all if you need to sell your shares to raise money or otherwise desire to liquidate your shares.

Our shares are currently quoted on the OTC Markets. The companies quoted in the OTC Markets tend to be closely held, extremely small, thinly quoted, or bankrupt. Most do not meet the minimum U.S. listing requirements for trading on a stock exchange such as the NASDAQ or New York Stock Exchange. Our common stock will likely to be sporadically or "thinly-quoted," meaning that the number of persons interested in purchasing our common stock at or near ask prices at any given time may be relatively small or nonexistent. This situation is and will be attributable to a number of factors, including the fact that we are a small company which will be relatively unknown to stock analysts, stock brokers, institutional investors and others in the investment community that generate or influence sales volume, and that even if we came to the attention of such persons, they tend to be risk-averse and would be reluctant to follow an unproven company such as ours or purchase or recommend the purchase of our shares until such time as we became more seasoned and viable.

As a consequence, there may be periods of several days or more when trading activity in our shares is minimal or non-existent, as compared to a mature issuer which has a large and steady volume of trading activity that will generally support continuous sales without an adverse effect on share price. It is possible that a broader or more active public trading market for our common stock will not develop or be sustained, or that trading levels will not continue.

We have never paid or declared any dividends on our common stock.

We have never paid or declared any dividends on our common stock. Likewise, we do not anticipate paying, in the near future, dividends or distributions on our common stock or our common stock to be sold in this offering. Any future dividends will be declared at the discretion of our board of directors and will depend, among other things, on our earnings, our financial requirements for future operations and growth, and other facts as we may then deem appropriate.

Our directors have the right to authorize the issuance of shares of our preferred stock and additional shares of our common stock.

Our directors, within the limitations and restrictions contained in our articles of incorporation and without further action by our stockholders, have the authority to issue shares of preferred stock from time to time in one or more series and to fix the number of shares and the relative rights, conversion rights, voting rights, and terms of redemption, liquidation preferences and any other preferences, special rights and qualifications of any such series. Any issuance of shares of preferred stock could adversely affect the rights of holders of our common stock. Should we issue additional shares of our common stock at a later time, each investor's ownership interest in our stock would be proportionally reduced. No investor will have any preemptive right to acquire additional shares of our common stock, or any of our other securities.

If we fail to remain current in our reporting requirements, we could be removed from the OTCBB or OTCQB, which would limit the ability of broker-dealers to sell our securities and the ability of stockholders to sell their securities in the secondary market.

Companies whose shares are quoted for sale on the OTCBB and the OTCQB must be reporting issuers under Section 12 of the Exchange Act, and must be current in their reports under Section 13 of the Exchange Act, in order to maintain price quotation privileges on the OTCQB and OTCBB. If we fail to remain current in our reporting requirements, we could be removed from the OTCBB or OTCQB. As a result, the market liquidity for our securities could be adversely affected by limiting the ability of broker-dealers to sell our securities and the ability of stockholders to sell their securities in the secondary market.

Anti-takeover provisions may impede the acquisition of the Company.

Certain provisions of the Nevada Revised Statutes have anti-takeover effects and may inhibit a non-negotiated merger or other business combination. These provisions are intended to encourage any person interested in acquiring ClickStream to negotiate with, and to obtain the approval of, our directors, in connection with such a transaction. As a result, certain of these provisions may discourage a future acquisition of the Company, including an acquisition in which the stockholders might otherwise receive a premium for their shares.

If we fail to establish and maintain an effective system of internal control, we may not be able to report our financial results accurately or to prevent fraud. Any inability to report and file our financial results accurately and timely could harm our business and adversely impact the trading price of our common stock.

Effective internal control is necessary for us to provide reliable financial reports and prevent fraud. If we cannot provide reliable financial reports or prevent fraud, we may not be able to manage our business as effectively as we would if an effective control environment existed, and our business, brand and reputation with investors may be harmed.

In addition, reporting a material weakness may negatively impact investors' perception of us. We have allocated, and will continue to allocate, significant additional resources to remedy any deficiencies in our internal control. There can be no assurances that our remedial measures will be successful in curing the any material weakness or that other significant deficiencies or material weaknesses will not arise in the future.

We may apply working capital and future funding to uses that ultimately do not improve our operating results or increase the value of your investment.

The Company will retain virtually complete discretion over the application of its working capital and new investment capital. Because of the number and variety of factors that could determine the Company's use of funds, there can be no assurances that such uses will not vary substantially from the Company's current operating plan.

We intend to use existing working capital and future funding to support the continued development of our technology and products. We will also use capital for market and network expansion, and general working capital purposes. However, we do not have more specific plans for our capital and our management will have broad discretion in how we use available capital reserves. Our capital could be applied in ways that do not improve our operating results or otherwise increase the value of your investment.

ITEM 2. FINANCIAL INFORMATION

Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion of our financial condition and results of operations should be read in conjunction with our consolidated financial statements and the related notes and other financial information appearing elsewhere in this Form 10. Readers are also urged to carefully review and consider the various disclosures made by us which attempt to advise interested parties of the factors which affect our business, including without limitation the disclosures made in Item1A of this Registration Statement under the caption "Risk Factors." The following discussion and other sections of this report contain forward-looking statements. We make forward-looking statements, as defined by the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, and in some cases, you can identify these statements by forward-looking words such as "if," "shall," "may," "might," "will likely result," "should," "expect," "plan," "anticipate," "believe," "estimate," "project," "intend," "goal," "objective," "predict," "potential" or "continue," or the negative of these terms and other comparable terminology. These forward-looking statements, which are based on various underlying assumptions and expectations and are subject to risks, uncertainties and other unknown factors, may include projections of our future financial performance based on our growth strategies and anticipated trends in our business. These statements are only predictions based on our current expectations and projections about future events that we believe to be reasonable. There are important factors that could cause our actual results, level of activity, performance or achievements to differ materially from the historical or future results, level of activity, performance or achievements expressed or implied by such forward-looking statements. These factors include, but are not limited to, those discussed under the caption "Risk Factors" in this report. We undertake no duty to update any of these forward-looking statements after the date of filing of this report to conform such forward-looking statements to actual results or revised expectations, except as otherwise required by law.

Company Overview

ClickStream is a technology based data analytics company focused development of analytical tools for high volume data analysis and related internet trends and associations. Our mission is to build value for our investors by commercializing the predictability power of discussions on the internet combined with other statistics in our ever growing database. We are currently pre-revenue and are in late-stage development of a fantasy sports betting program, *DraftClick*. *DraftClick*, assists in fantasy sport player's ability to monitor changes in betting lines, breaking news releases, injury reports, real-time discussions in sports forums, fan sentiment, historical matchup data and other sources of data, and present the results using a tailored version of our user interface which has been designed to enable seamless transition of professional athlete selections to fantasy game sites such as DraftKings and FanDuel.

Results of Operations

The following table summarizes the results of our operations from May 2, 2014 (Inception) until September 30, 2014 and the year ended September 30, 2015.

	For Year Ended September 30, 2015	For the Period May 2, 2014 (inception) to September 30, 2014
Revenues	$ -	$ -
Operating Expenses:		
Consulting and professional fees	178,100	548,402
Consulting - related party	133,800	39,500
Professional fees	-	15,000
Research and development	99,861	-
General and administrative	50,256	83,869
Cost of Merger	-	404,970
Loss from Operations	462,017	1,091,741
Other Expense		
Interest Expense	-	(45,000)
Total Other Expense	-	(45,000)
Net Loss	$ (462,017)	$ (1,136,741)
Net loss per share- basic and diluted	$ (0.008)	$ (0.022)
Weighted average common shares outstanding- basic and diluted	60,055,843	52,661,110

Below is a discussion of our operating results for the year ended September 30, 2015, compared to our operating results during the period May 2, 2014 (inception) to September 30, 2014. Net loss for the year ended September 30, 2015, was $462,017 compared to net loss of $1,136,741 for the period from inception to September 30, 2014. The decrease in net loss resulted from, increase in consulting – related party, professional fees research and development costs, offset by decreases in consulting expenses, cost of merger and interest expense, as described below.

Consulting costs for the year ended September 30, 2015 decreased $370,302 compared to the period from inception to September 30, 2014. The decrease was a result of the use of consultants involved in the merger in the period from inception to September 30, 2014 which did not exist in the year ended September 30, 2015.

Consulting costs and professional fees – related party for the year ended September 30, 2015 increased $94,300 compared to the period from inception to September 30, 2014. The increase results primarily from retaining two key consultants to help run the operations of the business.

Professional fees for the year ended September 30, 2015 decreased $15,000 compared to the period from inception to September 30, 2014. The decrease is a direct result of additional legal fees associated with a potential capital financing in 2014 with no similar legal fees incurred in fiscal 2015.

Research and development for the year ended September 30, 2015 increased $99,861 compared to the period from inception to September 30, 2014. The increase was directly a result of the addition of several critical hires to develop the intellectual property of the Company.

General and administrative for the year ended September 30, 2015 decreased $33,613 compared to the period from inception to September 30, 2014. The aggregate decrease for the category results primarily from increases in travel of $16,520 and increase in meals and entertainment of $2,072. Offsetting these increases is a decrease in salaries of $40,293, $3,000 in financing fees, $5,746 in investor related costs.

In May 2014 the Company incurred costs of $404,970 in connection with the reverse merger with Mine Clearing Co. mainly due to the liabilities assumed upon the reverse merger. There was no similar transaction in fiscal 2015.

Other Income / (Expense).

	9/30/2015	9/30/2014	Change	% Change
Interest expense	-	(45,000)	(45,000)	N/A
Net Other Income (Expense)	$ -	$ (45,000)	$ (45,000)	N/A

Other income (expense) represents non-operating income and expense such as interest expense. For the year ended September 30, 2015, other income totaled $0 compared to other expense of $(45,000) in the same period of 2014. This $45,000 increase was primarily the result of interest expense of $45,000 in the period from inception to September 30, 2014 and no such expenses in the year ended September 30, 2015.

Liquidity

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles which contemplate continuation of the Company as a going concern. The Company has not yet generated any revenues, has incurred recurring net losses since inception and has a working capital deficiency. During the year ended September 30, 2015, the Company incurred a net loss of $462,017 and utilized $165,731 of cash in operations. As of September 30, 2015, the Company had a working capital deficiency and stockholders' deficit of $634,336 respectively. These factors, among others, raise substantial doubt about the Company's ability to continue as a going concern. The accompanying financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from an inability of the Company to continue as a going concern.

We are an early-stage company with a limited operating history, which makes it difficult to evaluate our current business and future prospects. As a result the company has limited operating history upon which an evaluation of the ClickStream's performance can be made. There have been no revenues generated from our business operations and we expect to incur further losses in the foreseeable future due to significant costs associated with our business development. There can be no assurance that our operations will ever generate sufficient revenues to fund our continuing operations, or that we will ever generate positive cash flow from our operations, or that we will attain or thereafter sustain profitability in any future period.

We will also attempt to raise additional debt and/or equity financing to fund operations and to provide additional working capital. During the year ended September 30, 2015, the Company raised $100,000 through the sale of 1,000,000 shares of our common stock for cash. There is no assurance that such financing will be available in the future or obtained in sufficient amounts necessary to meet the Company's needs, that the Company will be able to achieve profitable operations or that the Company will be able to meet its future contractual obligations. Should management fail to obtain such financing, the Company may curtail its operations.

Management believes it will take approximately $3 million for operations and to launch DraftClick in the Spring of 2016. In October 2015, the Company hired a consultant to assist in raising the capital required.

Comparison of Cash Flows for the Year Ended September 30, 2015 and 2014

Cash totaled $0 and $65,731 at September 30, 2015 and 2014, respectively. The change in cash is as follows:

	9/30/2015	9/30/2014	Change
Cash Used in Operating Activities	$ (165,731)	$ (164,269)	$ (1,472)
Cash Provided by Financing Activities	100,000	230,000	(130,000)
Increase (Decrease) in Cash	$ (65,731)	$ 65,731	$ (131,472)

During the year ended September 30, 2015, our primary source of cash was financing activity. During the comparable period in 2014, our primary source of cash was financing activity. During both periods, these funds were primarily used to fund operations.

Operating Activities

Cash used in operating activities in year ended September 30, 2015 was $165,731 as compared to cash used of $164,269 during the prior period, representing an increase in cash used in operating activities of $1,472 based on the operating results discussed above.

Financing Activities

Cash generated from financing activities during the year ended September 30, 2015 was $100,000 as compared to $230,000 generated in the comparable period in 2014 representing a decrease of $130,000. During the year ended September 30, 2015, the Company received proceeds of $100,000 from the sale of its common stock. During the period ended September 30, 2014, the Company received proceeds from the sale of its common stock of $230,000.

Capital Resources

As of September 30, 2015, the Company does not have any material commitments for capital expenditures.

Off-Balance Sheet Arrangements

We have no significant off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to stockholders.

Critical Accounting Policies

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported assets, liabilities, sales and expenses in the accompanying financial statements. Critical accounting policies are those that require the most subjective and complex judgments, often employing the use of estimates about the effect of matters that are inherently uncertain. Such critical accounting policies, including the assumptions and judgments underlying them, are disclosed in Note 1 to the Financial Statements included in this Form 10. However, we do not believe that there are any alternative methods of accounting for our operations that would have a material effect on our financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Significant estimates for the years reported include certain assumptions used in deriving the fair value of share-based compensation. Assumptions and estimates used in these areas are material to our reported financial condition and results of our operations. Actual results will differ from those estimates.

Research and Development

Research and development costs consist primarily of fees paid to consultants and outside service providers, and other expenses relating to the acquisition, design, development and testing of the Company's product. Research and development costs are expensed as incurred, unless the achievement of milestones, the completion of contracted work, or other information indicates that a different expensing schedule is more appropriate. The Company reviews the status of its research and development contracts on a quarterly basis.

Total research and development costs recorded during the year ended September 30, 2015 amounted to $99,861.

Revenue Recognition

The Company will recognize revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured.

The Company plans to monetize *DraftClick* using its proprietary data analysis algorithms to take advantage of the growing fantasy sports market through various weekly subscription services and tools on a per sport basis that will generate subscription revenues from our services and are dependent on Internet usage and acceptance by users of our technology.

Stock-Based Compensation

The Company periodically issues stock options and warrants to employees and non-employees in non-capital raising transactions for services and for financing costs. The Company accounts for stock option and warrant grants issued and vesting to employees based on the authoritative guidance provided by the Financial Accounting Standards Board whereas the value of the award is measured on the date of grant and recognized over the vesting period. The Company accounts for stock option and warrant grants issued and vesting to non-employees in accordance with the authoritative guidance of the Financial Accounting Standards Board whereas the value of the stock compensation is based upon the measurement date as determined at either a) the date at which a performance commitment is reached, or b) at the date at which the necessary performance to earn the equity instruments is complete.

Non-employee stock-based compensation charges generally are amortized over the vesting period on a straight-line basis. In certain circumstances where there are no future performance requirements by the non-employee, option grants are immediately vested and the total stock-based compensation charge is recorded in the period of the measurement date.

The fair value of the Company's common stock option and warrant grants is estimated using the Black-Scholes option pricing model, which uses certain assumptions related to risk-free interest rates, expected volatility, expected life of the common stock options, and future dividends. Compensation expense is recorded based upon the value derived from the Black-Scholes option pricing model, and based on actual experience. The assumptions used in the Black-Scholes option pricing model could materially affect compensation expense recorded in future periods.

There were no stock options and warrants granted or issued during the years ended September 30, 2015 and 2014. There were no stock options and warrants outstanding as of September 30, 2015 and 2014.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers*. ASU 2014-09 is a comprehensive revenue recognition standard that will supersede nearly all existing revenue recognition guidance under current U.S. GAAP and replace it with a principle based approach for determining revenue recognition. ASU 2014-09 will require that companies recognize revenue based on the value of transferred goods or services as they occur in the contract. The ASU also will require additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. ASU 2014-09 is effective for interim and annual periods beginning after December 15, 2017. Early adoption is permitted only in annual reporting periods beginning after December 15, 2016, including interim periods therein. Entities will be able to transition to the standard either retrospectively or as a cumulative-effect adjustment as of the date of adoption. The Company is in the process of evaluating the impact of ASU 2014-09 on the Company's financial statements and disclosures.

In June 2014, the FASB issued Accounting Standards Update No. 2014-12, *Compensation – Stock Compensation (Topic 718)*. The pronouncement was issued to clarify the accounting for share-based payments when the terms of an award provide that a performance target could be achieved after the requisite service period. The pronouncement is effective for reporting periods beginning after December 15, 2015. The adoption of ASU 2014-12 is not expected to have a significant impact on the Company's consolidated financial position or results of operations.

In August 2014, the FASB issued Accounting Standards Update No. 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern*, which provides guidance on determining when and how to disclose going-concern uncertainties in the financial statements. ASU 2014-15 requires management to perform interim and annual assessments of an entity's ability to continue as a going concern within one year of the date the financial statements are issued. An entity must provide certain disclosures if conditions or events raise substantial doubt about the entity's ability to continue as a going concern. ASU 2014-15 is effective for annual periods ending after December 15, 2016, and interim periods thereafter, with early adoption permitted. The Company is currently evaluating the impact the adoption of ASU 2014-15 on the Company's financial statements and disclosures.

Other recent accounting pronouncements issued by the FASB, including its Emerging Issues Task Force, the American Institute of Certified Public Accountants, and the Securities and Exchange Commission did not or are not believed by management to have a material impact on the Company's present or future consolidated financial statements.

ITEM 3. PROPERTIES

Description of Property

Our corporate headquarters are located in Los Angeles, California. This facility has been provided without charge by the Company's major stockholders. We are actively seeking to lease office space in the Los Angeles metropolitan area.

ITEM 4. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The table below sets forth certain information with respect to beneficial ownership of our securities as of September 30, 2015 by:

- persons known by us to be the beneficial owners of more than 5% of our issued and outstanding common stock;
- each of our named executive officers and directors; and
- all of our executive officers and directors as a group.

The number of shares beneficially owned by each stockholder is determined in accordance with SEC rules. Under these rules, beneficial ownership includes any shares as to which a person has sole or shared voting power or investment power. Percentage ownership is based on 60,736,665 shares of our common stock outstanding on September 30, 2015. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, shares of common stock subject to stock options, warrants or other rights held by such person that are currently convertible or exercisable or will become convertible or exercisable within 60 days of September 30, 2015 are considered outstanding, although these shares are not considered outstanding for purposes of computing the percentage ownership of any other person.

Unless otherwise indicated in the footnotes to the following table, the address of each person named in the table is: c/o ClickStream Corporation, 1801 Century Park East, Suite 1201, Los Angeles, California 90067.

Name of Beneficial Owner	Number of Shares Beneficially Owned	Percentage Beneficially Owned
Named Executive Officers and Directors		
Michael J. O'Hara	1,700,000	2.8%
Michael Handelman	–	–
Michael I. Levy	200,000	*
All executive officers and directors as a group (three persons)	1,900,000	3.1%

* Less than 1%.

Name and Address of Beneficial Owner	Number of Shares Beneficially Owned	Percentage Beneficially Owned
5% or Greater Stockholders		
Alison Marcus 11500 Valentino Lane Las Vegas, NV 89138	4,500,000	7.4%
Stephen R. Friedman 425 E. 63RD Street, Apt. E1B New York, NY 10065	5,400,000	8.9%
Atlanta Capital Partners LLC 507 N. Little Victoria Rd. Woodstock, GA	3,500,000	5.8%
Kimberly S. Halvorson 2524 N. Federal Highway Suite 257 Boca Raton, FL 33431	3,500,000	5.8%
Karen and Irwin Meyer 32144 Beachfront Lane Westlake Village, CA 91361	5,224,942	8.6%
Patricia Meyer 2600 San Leandro Blvd. – Apt. 708 San Leandro, CA 94578	4,500,000	7.4%

ITEM 5. DIRECTORS AND OFFICERS

Set forth below is certain information regarding our directors and executive officers:

Name	Position	Age	Director/Officer Since
Michael J. O'Hara,	President, Chairman of the Board and Director	59	May, 2014
Michael Handelman	Chief Financial Officer and Secretary	56	October, 2015
Michael I. Levy	Director	73	May, 2014

Business Experience

The following is a brief account of the education and business experience of our directors and executive officers during at least the past five years, indicating their principal occupation during the period, and the name and principal business of the organization by which they were employed.

Executive Officers

Michael J. O'Hara

Mr. Michael J. O'Hara, age 59, has been involved in the field of technology since 1978 and with over 30 years of industry experience has managed organizations small and large. He worked at Lockheed Martin from 2002 through August 2014 serving as Systems Engineering Director for two major national defense satellite programs and prior to that as Program Director for a low earth orbit weather satellite system which supports our military and civilian weather predictions. Prior to Lockheed, Mr. O'Hara spent two years from 2000 to 2002 working with tech start-ups , serving as Vice President of Business Development at eSat and Vice President of Technical Operations at NetCurrents. From 1984 through 2000 Mr. O'Hara was with Hughes Aircraft Company (now Boeing) in various technical and management positions. His final assignment at Hughes was as Chief Systems Engineer for a joint NOAA/NASA/DoD program. Mr. O'Hara holds a BS in Physics (Magna Cum Laude) from the University of Massachusetts, MS in Physics from the University of Illinois, and MS in Computer Science from the University of Illinois.

Michael Handelman

Michael Handelman, age 56, has served as our Chief Financial Officer since October 2015. Mr. Handelman served as Chief Financial Officer to Lion Biotechnologies, Inc. from February 2011 until June 2015 and was a member of the Lion Bio Board of Directors from February 2013 until May 2013. Mr. Handelman served as the Chief Financial Officer and as a financial management consultant of Oxis International, Inc., a public company engaged in the research, development and commercialization of nutraceutical products, from August 2009 until October 2011. From November 2004 to July 2009, Mr. Handelman served as Chief Financial Officer and Chief Operating Officer of TechnoConcepts, Inc., formerly a public company engaged in designing, developing, manufacturing and marketing wireless communications semiconductors, or microchips. Prior thereto, Mr. Handelman served from October 2002 to October 2004 as Chief Financial Officer of Interglobal Waste Management, Inc., a manufacturing company, and from July 1996 to July 1999 as Vice President and Chief Financial Officer of Janex International, Inc., a children's toy manufacturer. Mr. Handelman was also the Chief Financial Officer from 1993 to 1996 of the Los Angeles Kings, a National Hockey League franchise. Mr. Handelman is a certified public accountant and holds a degree in accounting from the City University of New York.

Non-Employee Directors

Michael I. Levy

Michael I. Levy, age 73, has a degree in Electronic Engineering from Vaughn College of Aeronautics and Technology and is a five decade veteran of the Entertainment Industry. He has been a successful agent, talent manager, studio head and producer. In 1981, Levy became President and CEO of CBS's new Theatrical Film Group and was a member of CBS's management committee. During his time there, he helped create Tri-Star Motion Pictures, which originally consisted of Columbia Pictures, HBO and The CBS Theatrical Film Group. In 1984, Levy started his own production company with 20th Century Fox where, within one year, he had over nineteen films in active development with Fox and other major studios and networks. Since forming his own Production Company, he has produced 16 Feature and Television projects in conjunction with different studios including Universal Pictures, Tri Star, MGM, 20th Century Fox, Miramax and Lionsgate. In 1994, Levy became a Technology Consultant to several highly successful technology companies such as Physical Optics Corp., Broadata Corp Inc., Optikey, and Bauer Climate Control Systems to name a few. Mr. Levy is presently on the Board of Advisors of Saffron Technologies.

Term of Office

Our directors are elected at each annual meeting of stockholders and serve until the next annual meeting of stockholders or until their successor has been duly elected and qualified, or until their earlier death, resignation or removal.

Key Consultants

Eben Esterhuizen – Chief Technology Consultant

Mr. Esterhuizen is a chartered financial analyst with a background in actuarial and financial mathematics. Mr. Esterhuizen founded Contextuall, an award winning machine learning consultancy. He was the first employee of Kapitall, an online brokerage firm that has raised more than $20 million to date.

Nate Bernard – Technical Consultant

Mr. Bernard as 10 years' experience managing websites, games, and digital products launches for clients including Topps, USA Network, NBC, History Channel, Garnier and Publicist Modem. Mr. Bernard was the founder and lead designer at SkyRocket Studio, a production company specializing in branding, design and video which was successfully sold in 2013.

Sam Bernard – Web Consultant

Mr. Bernard is a senior web developer with nearly a decade of experience specializing in interactive user experiences and visualizing complex data and overseeing development of digital technologies for major brands and digital products. Mr. Bernard has also architected gamified digital experiences focusing on fantasy sports and NFL/MLB card collecting.

ITEM 6. EXECUTIVE COMPENSATION

The following table summarizes all compensation recorded by us in each for the year ended September 30, 2015 and the period from May 2, 2014 (Inception) through September 30, 2014 for our named executive officers.

Summary Compensation Table

Name	For the Periods	Salary ($)	Stock Awards	All Other Compensation ($)	Total ($)
Michael O'Hara	2015	27,000	-	-	27,000
	2014	-	-	-	-
Kim Halvorsen	2015	10,826	-	-	10,826
	2014	51,119	-	-	51,119
Michael Iscove	2015	24,000	-	-	24,000
	2014	5,000	-	-	5,000

Executive Employment Agreements

We currently do not have employment agreement our executive officers.

In January 2015, we entered into a written consulting agreement with Michael O'Hara, our President and Chairman, for a two-year term pursuant to which he provides certain business and consulting services to the Company in addition to him serving as our President and Chairman. Under the terms of Mr. O'Hara's agreement, he is to be paid $3,000 per month for services provided to the Company.

Compensation of Directors

Our Board of Directors is responsible for determining, by way of discussions at Board meetings, the compensation to be paid to our executive officers. We currently do not have a formal compensation program with specific performance goals or similar conditions; however, the performance of each executive is considered along with our ability to pay compensation and our results of operation for the period. We do not use any benchmarking in determining compensation or any element of compensation. All directors received reimbursement for reasonable out-of-pocket expenses in attending Board of Directors meetings and for promoting our business.

Director Compensation Table

Name	Fees Earned or Paid in Cash ($)	Stock Awards ($)	Option Awards ($)	Non-Equity Incentive Plan Compensation
Michael O'Hara	-	20,000(1)	-	-
Michael I. Levy	-	20,000(1)	-	-
Bernard Luskin	-	10,000(2)	-	-

(1) Comprised of 200,000 shares issued at 0.10 share on September 30, 2015
(2) Comprised of 100,000 shares issued at $0.10 share on September 30, 2015

ITEM 7. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Transactions with Related Persons

In March 2014, the Company entered into a two year consulting agreement with a major shareholder of the Company at a rate of $5,000 per month. During the year ended September 30, 2015 and period May 2, 2014 (inception) up to September 30, 2014, the Company incurred consulting fees of $71,300 and $19,500, respectively for services rendered by the major shareholder and reported as part of Consulting - Related Party in the accompanying Statement of Operations.

During the year ended September 30, 2015 and period May 2, 2014 (inception) up to September 30, 2014, the Company incurred $62,500 and $20,000, respectively for legal services rendered by a shareholder and officer of the Company and reported as part of Consulting - Related Party in the accompanying Statement of Operations.

Indemnification Agreements

We plan to enter into indemnification agreements with each of our directors and executive officers in the near future. These agreements, among other things, will require us to indemnify each director and executive officer to the fullest extent permitted by Nevada law, including indemnification of expenses such as attorneys' fees, judgments, fines and settlement amounts incurred by the director or executive officer in any action or proceeding, including any action or proceeding by or in right of us, arising out of the person's services as a director or executive officer.

Director Independence

We are not currently listed on any national securities exchange that has a requirement that the majority of our Board of Directors be independent.

Code of Business Conduct and Ethics

Our Board of Directors has adopted a Code of Business Conduct and Ethics that applies to all of our directors, officers and employees. The Code of Business Conduct and Ethics is available for review in print, without charge, to any stockholder who requests a copy by writing to us at ClickStream Corporation, 1801 Century Park East, Suite 1201, Los Angeles, California 90067, Attention: Investor Relations. Each of our directors, employees and officers are required to comply with the Code of Business Conduct and Ethics. There have not been any amendments or waivers from the Code of Business Conduct and Ethics relating to any of our executive officers or directors in the past year.

ITEM 8. LEGAL PROCEEDINGS

We are not currently a party to any proceedings. In the ordinary course of business, we may become a party to lawsuits involving various matters. The impact and outcome of litigation, if any, is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business.

PART II

ITEM 9. MARKET PRICE OF, AND DIVIDENDS ON, THE REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Trading Information

Our common stock is currently quoted on the OTC Markets under the trading symbol "CLIS".

The transfer agent for our common stock is Empire Stock Transfer.

As of September 30, 2015, there were 93 holders of record of our common stock with 60,736,665 shares.

Dividends

We have never declared or paid any cash dividends or distributions on our capital stock. We currently intend to retain our future earnings, if any, to support operations and to finance expansion and therefore we do not anticipate paying any cash dividends on our common stock in the foreseeable future.

ITEM 10. RECENT SALES OF UNREGISTERED SECURITIES

During the past three years, the Company issued and sold the following securities without registration under the Securities Act:

- In May 2014 the Company issued a total of 49,784,318 shares of common stock to the founders of the Company upon incorporation for par value.
- In May 2014, the Company issued a total of 600,798 shares of common stock upon completion of a reverse merger (see Note 1 of the attached 2014 Financial Statements).
- In May and September 2014, the Company sold a total of 3,000,000 shares of common stock in exchange for cash of $200,000 or $0.0667 per share.
- In May 2014, the Company issued a total of 401,549 shares of common stock for settlement of debt of $69,420.
- In September 2014, the Company issued 300,000 shares of common stock with a fair value of $30,000 in conjunction with our issuance of a promissory note.
- In May and September 2014, the Company issued a total of 5,150,000 shares of common stock with a fair value of $515,002 in conjunction with services provided.
- In September 2015 the Company issued a total of 500,000 shares of common stock to our Board of Directors with a fair value of $50,000 for services rendered.
- In December 2014, the Company sold a total of 1,000,000 shares of common stock in exchange for cash of $100,000 or $0.10 per share.
- In October 2015, the Company agreed to grant an aggregate of 2,875,000 shares of common stock to consultants for services to be rendered. A total of 1,375,000 shares with a fair value of $137,500 were issued in October 2015 for services rendered while the remaining 1,500,000 shares will be issued upon completion of the service.

The securities described above were issued to investors in reliance upon the exemption from the registration requirements of the Securities Act, as set forth in Section 4(2) under the Securities Act and Regulation D promulgated thereunder relating to transactions by an issuer not involving any public offering. The purchasers received written disclosures that the securities had not been registered under the Securities Act and that any resale must be made pursuant to a registration statement or an available exemption from such registration.

The stock options described above were issued pursuant to written compensatory plans or arrangements with our employees and directors, in reliance on the exemption from the registration requirements of the Securities Act provided by Rule 701 promulgated under the Securities Act or the exemption set forth in Section 4(2) under the Securities Act and Regulation D promulgated thereunder relating to transactions by an issuer not involving any public offering. All recipients either received adequate information about us or had access, through their employment or other relationship with us, to such information.

ITEM 11. DESCRIPTION OF REGISTRANT'S SECURITIES TO BE REGISTERED

Our authorized capital stock consists of 300,000,000 shares of common stock, $0.0001 par value per share, and 5,000,000 shares of preferred stock, par value $.001 per share. We are registering our common stock under this Form 10 pursuant to Section 12(g) of the Exchange Act.

As of September 30, 2015, there were 60,736,665 shares of our common stock issued and outstanding. Subject to preferences that may be applicable to any preferred stock outstanding at the time, the holders of common stock are entitled to receive dividends out of legally available assets at such times and in such amounts as our Board of Directors may from time to time determine. Each stockholder is entitled to one vote for each share of common stock held on all matters submitted to a vote of stockholders. Cumulative voting for the election of directors is not authorized.

Our common stock is not subject to conversion or redemption and holders of common stock are not entitled to preemptive rights. Upon the liquidation, dissolution or winding up of the Company, the remaining assets legally available for distribution to stockholders, after payment of claims of creditors and payment of liquidation preferences, if any, on outstanding preferred stock, are distributable ratably among the holders of common stock and any participating preferred stock outstanding at that time. Each outstanding share of common stock is fully paid and nonassessable. Our Board of Directors has the authority to issue authorized but unissued shares of common stock without any action by our stockholders.

Anti-Takeover Effects of Certain Provisions of Nevada State Law

We may in the future become subject to Nevada's control share law. A corporation is subject to Nevada's control share law if it has more than 200 stockholders, at least 100 of whom are stockholders of record and residents of Nevada, and it does business in Nevada or through an affiliated corporation.

The law focuses on the acquisition of a "controlling interest" which means the ownership of outstanding voting shares sufficient, but for the control share law, to enable the acquiring person to exercise the following proportions of the voting power of the corporation in the election of directors: (i) one-fifth or more but less than one-third, (ii) one-third or more but less than a majority, or (iii) a majority or more. The ability to exercise such voting power may be direct or indirect, as well as individual or in association with others.

The effect of the control share law is that the acquiring person, and those acting in association with it, obtains only such voting rights in the control shares as are conferred by a resolution of the stockholders of the corporation, approved at a special or annual meeting of stockholders. The control share law contemplates that voting rights will be considered only once by the other stockholders. Thus, there is no authority to strip voting rights from the control shares of an acquiring person once those rights have been approved. If the stockholders do not grant voting rights to the control shares acquired by an acquiring person, those shares do not become permanent non-voting shares. The acquiring person is free to sell its shares to others. If the buyers of those shares themselves do not acquire a controlling interest, the control share law does not govern their shares.

If control shares are accorded full voting rights and the acquiring person has acquired control shares with a majority or more of the voting power, any stockholder of record, other than an acquiring person, who has not voted in favor of approval of voting rights, is entitled to demand fair value for such stockholder's shares.

Nevada's control share law may have the effect of discouraging takeovers of the corporation. In addition to the control share law, Nevada has a business combination law, which prohibits certain business combinations between Nevada corporations, and "interested stockholders" for three years after the "interested stockholder" first becomes an "interested stockholder" unless the corporation's board of directors approves the combination in advance. For purposes of Nevada law, an "interested stockholder" is any person who is (i) the beneficial owner, directly or indirectly, of ten percent or more of the voting power of the outstanding voting shares of the corporation, or (ii) an affiliate or associate of the corporation and at any time within the three previous years was the beneficial owner, directly or indirectly, of ten percent or more of the voting power of the then outstanding shares of the corporation. The definition of the term "business combination" is sufficiently broad to cover virtually any kind of transaction that would allow a potential acquirer to use the corporation's assets to finance the acquisition or otherwise to benefit its own interests rather than the interests of the corporation and its other stockholders.

The effect of Nevada's business combination law is to discourage parties interested in taking control of the company from doing so if it cannot obtain the approval of our board of directors.

ITEM 12. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Nevada Revised Statutes provide that a corporation's charter may include a provision which restricts or limits the liability of its directors or officers to the corporation or its stockholders for money damages except: (1) to the extent that it is provided that the person actually received an improper benefit or profit in money, property or services, for the amount of the benefit or profit in money, property or services actually received, or (2) to the extent that a judgment or other final adjudication adverse to the person is entered in a proceeding based on a finding in the proceeding that the person's action, or failure to act, was the result of active and deliberate dishonesty and was material to the cause of action adjudicated in the proceeding.

The Company's Bylaws, include an indemnification provision under which the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, except an action by or in the right of the Company, by reason of the fact that he is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another Company, partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The Company's Bylaws further provide that the Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another Company, partnership, joint venture, trust or other enterprise against expenses, including amounts paid in settlement and attorneys' fees actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. Additionally, the Company's Bylaws provide that expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized under the Bylaws.

The Nevada Revised Statutes also permits a corporation, and our Articles of Incorporation and Bylaws therefore permit the Company to purchase and maintain liability insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee or our agent, or is or was serving at the request of the corporation as a director, officer, employee or agent, of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not we would have the power to indemnify them against such liability under our Bylaws.

However, nothing in our charter or Bylaws protects or indemnifies a director, officer, employee or agent against any liability to which he would otherwise be subject because of willful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. To the extent that a director has been successful in defense of any proceeding, the Nevada Revised Statutes provide that he shall be indemnified against reasonable expenses incurred in connection therewith.

INSOFAR AS INDEMNIFICATION FOR LIABILITIES ARISING UNDER THE SECURITIES ACT OF 1933, AS AMENDED, MAY BE PERMITTED TO DIRECTORS, OFFICERS OR PERSONS CONTROLLING THE COMPANY PURSUANT TO THE FOREGOING PROVISIONS, IT IS THE OPINION OF THE SECURITIES AND EXCHANGE COMMISSION THAT SUCH INDEMNIFICATION IS AGAINST PUBLIC POLICY AS EXPRESSED IN THE ACT AND IS THEREFORE UNENFORCEABLE.

ITEM 13. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

The financial statements required by this item are set forth below beginning on page F-2 and are incorporated herein by reference. We are not required to provide the supplementary data required by this item as we are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act.

ITEM 14. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

PART III

ITEM 15. FINANCIAL STATEMENTS AND EXHIBITS

(a) Financial Statements

See the index to consolidated financial statements set forth on page F-1.

(b) Exhibits

The exhibit index included at the end of this report is incorporated by reference herein.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d)of the Securities Exchange Act of 1934, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized.

CLICKSTREAM CORPORATION

December 11, 2015

By: /s/ Michael J. O'Hara
Michael J. O'Hara
Chairman of the Board, President and
Interim Principal Executive Officer

INDEX TO EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

Exhibit No.	Description
2.1	Merger Agreement dated May 2, 2014
3.1	Bylaws of ClickStream Corporation
3.2	Amended and Restated Articles of Incorporation of ClickStream Corporation
4.1	Specimen of Stock Certificate
10.1	Consulting Agreement by and between ClickStream Corporation and Irwin Meyer dated March 7, 2014
10.2	Consulting Agreement by and between ClickStream Corporation and Nate Bernard dated October 20, 2014
10.3	Consulting Agreement by and between ClickStream Corporation and Sam Bernard dated October 20, 2014
10.4	Consulting Agreement by and between ClickStream Corporation and Eben Esterhuizen dated October 20, 2014
10.5	Consulting Agreement by and between ClickStream Corporation and Michael O'Hara dated January 1, 2015

INDEX TO FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors
Clickstream Corp.
Los Angeles, CA

We have audited the accompanying consolidated balance sheets of Clickstream Corp. (the "Company") as of September 30, 2015 and 2014 and the related consolidated statements of operations, stockholders' deficit and cash flows for the year then ended September 30, 2015 and for the period May 2, 2014 (inception) to September 30, 2014. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform our audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that we considered appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Clickstream Corp. as of September 30, 2015 and 2014, and the results of their operations and their cash flows for the year ended September 30, 2015 and for the period May 2, 2014 (inception) to September 30, 2014, in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2, the Company has not yet generated any revenues, experienced recurring net losses since inception and has a stockholders deficit as of September 30, 2015. These matters raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2 to the financial statements. These financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Weinberg & Company, P.A.

Weinberg & Company, P.A.
Los Angeles, California
December 11 , 2015

CLICKSTREAM CORP.
Consolidated Balance Sheets

Assets:	September 30, 2015	September 30, 2014
Current assets		
Cash and cash equivalents	$ -	$ 65,731
Total assets	$ -	$ 65,731
Liabilities and Stockholders' Deficit:		
Current liabilities		
Accounts payable	$ 109,286	$ -
Accounts payable - related parties	144,500	7,500
Liabilities assumed upon merger	335,550	335,550
Loan payable - shareholder	45,000	45,000
Total current liabilities	634,336	388,050
Commitments and Contingencies		
Stockholders' Deficit:		
Preferred stock, par value $0.001, 5,000,000 shares authorized, no shares issued and outstanding as of September 30, 2015 and 2014, respectively	-	-
Common stock, par value $0.0001, 300,000,000 shares authorized and 60,736 665 and 59,236,665 shares issued and outstanding as of September 30, 2015 and 2014, respectively	6,074	5,924
Additional paid in capital	958,348	808,498
Accumulated deficit	(1,598,758)	(1,136,741)
Total stockholders' deficit	(634,336)	(322,319)
Total liabilities and stockholders' deficit	$ -	$ 65,731

The accompanying notes are an integral part of these consolidated financial statements.

CLICKSTREAM CORP.
CONSOLIDATED STATEMENTS OF OPERATIONS

	For Year Ended September 30, 2015	For the Period May 2, 2014 (inception) to September 30, 2014
Revenues	$ -	$ -
Operating Expenses:		
Consulting and professional fees	178,100	548,402
Consulting - related party	133,800	39,500
Professional fees	-	15,000
Research and development	99,861	-
General and administrative	50,256	83,869
Cost of Merger	-	404,970
Loss from Operations	462,017	1,091,741
Other Expense		
Interest Expense	-	(45,000)
Total Other Expense	-	(45,000)
Net Loss	$ (462,017)	$ (1,136,741)
Net loss per share- basic and diluted	$ (0.008)	$ (0.022)
Weighted average common shares outstanding- basic and diluted	60,055,843	52,661,110

The accompanying notes are an integral part of these consolidated financial statements.

Clickstream corp.
Consolidated Statements of Stockholders' Deficit
Period May 2, 2014 (inception) to September 30, 2014 and for the year ended September 30, 2015

	Common Stock		Additional Paid in	Accumulated	
	Shares	Amount	Capital	Deficit	Total
Issuance of founder shares	49,784,318	$ 4,978	$ (4,978)	$ -	$ -
Common stock issued upon reverse merger	600,798	61	(61)		-
Common stock issued for cash	3,000,000	300	199,700		200,000
Common stock issued for settlement of debt	401,549	40	69,380		69,420
Common stock issued with loan payable to shareholder	300,000	30	29,970		30,000
Common stock issued for services	5,150,000	515	514,487		515,002
Net Loss				(1,136,741)	(1,136,741)
Balance, September 30, 2014	59,236,665	5,924	808,498	(1,136,741)	(322,319)
Common stock issued for services	500,000	50	49,950		50,000
Common stock issued for cash	1,000,000	100	99,900	-	100,000
Net Loss				(462,017)	(462,017)
Balance, September 30, 2015	60,736,665	$ 6,074	$ 958,348	$ (1,598,758)	$ (634,336)

The accompanying notes are an integral part of these consolidated financial statements.

CLICKSTREAM CORP.
CONSOLIDATED STATEMENTS OF CASH FLOWS

	For Year Ended September 30, 2015	For the Period May 2, 2014 (inception) to September 30, 2014
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (462,017)	$ (1,136,741)
Adjustments to reconcile net loss to net cash used in operating activities:		
Common stock issued for services	50,000	515,002
Common stock issued upon issuance of loan payable to shareholder recorded as financing cost		30,000
Discount from loan payable - shareholder		15,000
Changes in operating liabilities		
Increase in accounts payable	109,286	-
Increase in accounts payable - related parties	137,000	7,500
Increase liabilities assumed upon merger	-	404,970
Net Cash Used in Operating Activities	(165,731)	(164,269)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from loan payable - shareholder	-	30,000
Proceeds from sale of common stock	100,000	200,000
Net Cash Provided by Financing Activities	100,000	230,000
Net (Decrease) Increase in Cash	(65,731)	65,731
Cash at Beginning of Period	65,731	-
Cash at End of Period	-	65,731
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	$ -	$ -
Income taxes paid	$ -	$ -
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Issuance of common stock in settlement of debt	$ -	$ 69,420

The accompanying notes are an integral part of these consolidated financial statements.

Note 1: Organization and Business

History

We were incorporated in the state of Nevada on September 30, 2005 and previously operated under the name Peak Resources Incorporated. Effective August 18, 2008, we changed our name to "Mine Clearing Corporation" (MCCO). The Company had been operating as an exploration division in the mining sector until May 2014.

On April 25, 2014, the Company's shareholders adopted Amended and Re-Stated Articles of Incorporation, (the "New Articles"). The New Articles provided for a one for 300 reverse split of all outstanding shares of common stock, authorization of 5 million shares of "blank check" preferred stock, an increase in the authorized shares of common stock to 300,000,000 shares and changing the name of the Company to ClickStream Corporation. All share and per share amounts have been adjusted to reflect the one for 300 reverse split of the common stock as of the earliest period presented.

On May 2, 2014, the Company acquired all of the outstanding shares of ClickStream Corporation, a Delaware corporation ("CS Delaware"), pursuant to a merger into a wholly-owned subsidiary of the Company. As part of the merger agreement, the Company issued a total of 600,798 shares of common stock in exchange for the entire issued and outstanding shares of MCCO of 600,798 shares of common stock.

Since former holders of Clickstream common stock owned, after the Merger, substantially all of MCCO's shares of common stock, and as a result of certain other factors, including that all members of the Company's executive management are members of Clickstream management, Clickstream is deemed to be the acquiring company for accounting purposes and the merger was accounted for as a reverse merger and a recapitalization in accordance with generally accepted accounting principles in the United States ("GAAP"). In addition, the Company incurred costs of $404,970 in connection with the reverse merger mainly due to the liabilities of MCCO which were assumed by Clickstream. The entire costs have been reflected in the 2014 statement of operations.

Subsequent to the merger, we have been operating as a data analytics tool developer and have sought to further develop and exploit our data analytics technology and proprietary algorithms.

Business Operations

ClickStream is a technology based data analytics company focused on development of analytical tools for high volume data analysis and related internet trends and associations. We are currently in late-stage development of a fantasy sports analytical service platform, DraftClick.

DraftClick is designed to assist in the fantasy sport player's ability to monitor changes in betting lines, breaking news releases, injury reports, real-time discussions in sports forums, fan sentiment, historical matchup data and other sources of data by incorporating all of this information into prediction results. These results are then presented using a tailored version of *DraftClick's* user interface which has been designed to enable seamless transition of player selections to fantasy game sites such as DraftKings™ and FanDuel™. *DraftClick* uses over 40 types of algorithms and it uses over 100 player specific variables as input data points. The specific algorithms to use for each player each day is selected by the system based on the training data. The training data consists of thousands of historical contests where the outcome is known and the values of the data points are known before and after each contest. This so-called historical "back testing" is also used to establish proper confidence levels. As each day goes by, the set of training data increases by the outcomes for that day. We plan to launch *DraftClick* in 2016.

NOTE 2 – Basis of Presentation and Going Concern

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles which contemplate continuation of the Company as a going concern. The Company has not yet generated any revenues, has incurred recurring net losses since inception and has a working capital deficiency. During the year ended September 30, 2015, the Company incurred a net loss of $462,017 and utilized $165,731 of cash in operations. As of September 30, 2015, the Company had a working capital deficiency and stockholders' deficit of $634,336 respectively. These factors, among others, raise substantial doubt about the Company's ability to continue as a going concern. The accompanying financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from an inability of the Company to continue as a going concern.

We are an early-stage company with a limited operating history, which makes it difficult to evaluate our current business and future prospects. As a result the company has limited operating history upon which an evaluation of the ClickStream's performance can be made. There have been no revenues generated from our business operations and we expect to incur further losses in the foreseeable future due to significant costs associated with our business development. There can be no assurance that our operations will ever generate sufficient revenues to fund our continuing operations, or that we will ever generate positive cash flow from our operations, or that we will attain or thereafter sustain profitability in any future period.

We will also attempt to raise additional debt and/or equity financing to fund operations and to provide additional working capital. During the year ended September 30, 2015, the Company raised $100,000 through the sale of 1,000,000 shares of our common stock for cash. There is no assurance that such financing will be available in the future or obtained in sufficient amounts necessary to meet the Company's needs, that the Company will be able to achieve profitable operations or that the Company will be able to meet its future contractual obligations. Should management fail to obtain such financing, the Company may curtail its operations.

Management believes it will take approximately $3 million for operations and to launch DraftClick in the Spring of 2016. In October 2015, the Company hired a consultant to assist in raising the capital required.

NOTE 3- Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Significant estimates for the years reported include certain assumptions used in deriving the fair value of share-based compensation. Assumptions and estimates used in these areas are material to our reported financial condition and results of our operations. Actual results will differ from those estimates.

Research and Development

Research and development costs consist primarily of fees paid to consultants and outside service providers, and other expenses relating to the acquisition, design, development and testing of the Company's product. Research and development costs are expensed as incurred, unless the achievement of milestones, the completion of contracted work, or other information indicates that a different expensing schedule is more appropriate. The Company reviews the status of its research and development contracts on a quarterly basis.

Total research and development costs recorded during the year ended September 30, 2015 amounted to $99,861.

Revenue Recognition

The Company will recognize revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured.

The Company plans to monetize *DraftClick* using its proprietary data analysis algorithms to take advantage of the growing fantasy sports market through various weekly subscription services and tools on a per sport basis that will generate subscription revenues from our services and are dependent on Internet usage and acceptance by users of our technology.

Stock-Based Compensation

The Company periodically issues stock options and warrants to employees and non-employees in non-capital raising transactions for services and for financing costs. The Company accounts for stock option and warrant grants issued and vesting to employees based on the authoritative guidance provided by the Financial Accounting Standards Board whereas the value of the award is measured on the date of grant and recognized over the vesting period. The Company accounts for stock option and warrant grants issued and vesting to non-employees in accordance with the authoritative guidance of the Financial Accounting Standards Board whereas the value of the stock compensation is based upon the measurement date as determined at either a) the date at which a performance commitment is reached, or b) at the date at which the necessary performance to earn the equity instruments is complete.

Non-employee stock-based compensation charges generally are amortized over the vesting period on a straight-line basis. In certain circumstances where there are no future performance requirements by the non-employee, option grants are immediately vested and the total stock-based compensation charge is recorded in the period of the measurement date.

The fair value of the Company's common stock option and warrant grants is estimated using the Black-Scholes option pricing model, which uses certain assumptions related to risk-free interest rates, expected volatility, expected life of the common stock options, and future dividends. Compensation expense is recorded based upon the value derived from the Black-Scholes option pricing model, and based on actual experience. The assumptions used in the Black-Scholes option pricing model could materially affect compensation expense recorded in future periods.

There were no stock options and warrants granted or issued during the years ended September 30, 2015 and 2014. There were no stock options and warrants outstanding as of September 30, 2015 and 2014.

Income Taxes

The Company accounts for income taxes in accordance with ASC 740-10, *Income Taxes*. The Company recognizes deferred tax assets and liabilities to reflect the estimated future tax effects, calculated at anticipated future tax rates, of future deductible or taxable amounts attributable to events that have been recognized on a cumulative basis in the financial statements. A valuation allowance related to a deferred tax asset is recorded when it is more likely than not that some portion of the deferred tax asset will not be realized. Deferred tax assets and liabilities are adjusted for the effects of the changes in tax laws and rates of the date of enactment.

ASC 740-10 prescribes a recognition threshold that a tax position is required to meet before being recognized in the financial statements and provides guidance on recognition, measurement, classification, interest and penalties, accounting in interim periods, disclosure and transition issues. The Company classifies interest and penalties as a component of interest and other expenses. To date, there have been no interest or penalties assessed or paid.

The Company measures and records uncertain tax positions by establishing a threshold for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Only tax positions meeting the more-likely-than-not recognition threshold at the effective date may be recognized or continue to be recognized.

Loss Per Share

The Company adopted FASB ASC Topic 260, Earnings Per Share. Basic earnings per share is based on the weighted effect of common shares issued and outstanding and is calculated by dividing net income (loss) available to common stockholders by the weighted average shares outstanding during the period. Diluted earnings per share is calculated by dividing net income available to common stockholders by the weighted average number of common shares used in the basic earnings per share calculation plus the number of common shares, if any, that would be issued assuming conversion of potentially dilutive securities outstanding. For all periods, potentially issuable securities are anti-dilutive.

There are no potentially dilutive shares of common stock outstanding as of September 30, 2015.

Fair Value Measurement

The Company follows paragraph 825-10-50-10 of the FASB Accounting Standards Codification for disclosures about fair value of its financial instruments and paragraph 820-10-35-37 of the FASB Accounting Standards Codification ("Paragraph 820-10-35-37") to measure the fair value of its financial instruments. Paragraph 820-10-35-37 establishes a framework for measuring fair value in accounting principles generally accepted in the United States of America (U.S. GAAP), and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, Paragraph 820-10-35-37 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three broad levels. The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three levels of fair value hierarchy defined by Paragraph 820-10-35-37 are described below:

Level 1	Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.
Level 2	Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.
Level 3	Pricing inputs that are generally observable inputs and not corroborated by market data.

As of September 30, 2015, the carrying value of certain accounts such as accounts payable, accrued expenses and loan payable to shareholder approximates their fair value due to the short-term nature of such instruments.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers*. ASU 2014-09 is a comprehensive revenue recognition standard that will supersede nearly all existing revenue recognition guidance under current U.S. GAAP and replace it with a principle based approach for determining revenue recognition. ASU 2014-09 will require that companies recognize revenue based on the value of transferred goods or services as they occur in the contract. The ASU also will require additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to obtain or fulfill a contract. ASU 2014-09 is effective for interim and annual periods beginning after December 15, 2017. Early adoption is permitted only in annual reporting periods beginning after December 15, 2016, including interim periods therein. Entities will be able to transition to the standard either retrospectively or as a cumulative-effect adjustment as of the date of adoption. The Company is in the process of evaluating the impact of ASU 2014-09 on the Company's financial statements and disclosures.

In June 2014, the FASB issued Accounting Standards Update No. 2014-12, *Compensation – Stock Compensation (Topic 718)*. The pronouncement was issued to clarify the accounting for share-based payments when the terms of an award provide that a performance target could be achieved after the requisite service period. The pronouncement is effective for reporting periods beginning after December 15, 2015. The adoption of ASU 2014-12 is not expected to have a significant impact on the Company's consolidated financial position or results of operations.

In August 2014, the FASB issued Accounting Standards Update No. 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern*, which provides guidance on determining when and how to disclose going-concern uncertainties in the financial statements. ASU 2014-15 requires management to perform interim and annual assessments of an entity's ability to continue as a going concern within one year of the date the financial statements are issued. An entity must provide certain disclosures if conditions or events raise substantial doubt about the entity's ability to continue as a going concern. ASU 2014-15 is effective for annual periods ending after December 15, 2016, and interim periods thereafter, with early adoption permitted. The Company is currently evaluating the impact the adoption of ASU 2014-15 on the Company's financial statements and disclosures.

Other recent accounting pronouncements issued by the FASB, including its Emerging Issues Task Force, the American Institute of Certified Public Accountants, and the Securities and Exchange Commission did not or are not believed by management to have a material impact on the Company's present or future consolidated financial statements.

NOTE 4 –Loan Payable –Shareholder

On September 17, 2014, the Company issued a promissory note to a shareholder for $45,000 in exchange for cash of $30,000 and an implied discount of $15,000. The note is unsecured and is due within ten days upon on the completion of an initial financing by the Company which is expected to be in January 2016. As an added incentive, the Company also granted the note holder 300,000 shares of common stock with a fair value of $30,000.

The Company expensed the discount of $15,000 and the fair value of the 300,000 shares of $30,000 or a total of $45,000 upon issuance of the loan due to its short term nature.

NOTE 5 – Stockholders' Deficit

Our authorized capital stock consists of 300,000,000 shares of common stock, $0.0001 par value per share, and 5,000,000 shares of preferred stock, par value $.001 per share

As of September 30, 2015, there were 60,736,665 shares of our common stock issued and outstanding. Subject to preferences that may be applicable to any preferred stock outstanding at the time, the holders of common stock are entitled to receive dividends out of legally available assets at such times and in such amounts as our Board of Directors may from time to time determine. Each stockholder is entitled to one vote for each share of common stock held on all matters submitted to a vote of stockholders. Cumulative voting for the election of directors is not authorized.

Upon the liquidation, dissolution or winding up of the Company, the remaining assets legally available for distribution to stockholders, after payment of claims of creditors and payment of liquidation preferences, if any, on outstanding preferred stock, are distributable ratably among the holders of common stock and any participating preferred stock outstanding at that time. Each outstanding share of common stock is fully paid and nonassessable. Our Board of Directors has the authority to issue authorized but unissued shares of common stock without any action by our stockholders.

As of September 30, 2015, there were no shares of our preferred stock issued and outstanding.

Common Stock

Period Ended September 30, 2014

The Company issued a total of 49,784,318 shares of common stock to the founders of the Company upon incorporation.

In May 2014, the Company issued a total of 600,798 shares of common stock upon completion of a reverse merger (see Note 1).

In May and September 2014, the Company sold a total of 3,000,000 shares of common stock in exchange for cash of $200,000 at a price range of $0.05 per share and $0.10 per share.

In May 2014, the Company issued a total of 401,549 shares of common stock for settlement of debt of $69,420.

In September 2014, the Company issued 300,000 shares of common stock with a fair value of $30,000 in conjunction with our issuance of a promissory note (see Note 4).

In May and September 2014, the Company issued a total of 5,150,000 shares of common stock with a fair value of $515,002 in conjunction with services provided. The shares were valued at $0.10 per share based upon our recent sale of common stock for cash. The entire $515,002 was expensed upon issuance and was reported as part of consulting expenses in the accompanying Statement of Operations.

Year Ended September 30, 2015

During the year ended September 30, 2015, the Company issued a total of 500,000 shares of common stock to our Board of Directors with a fair value of $50,000 for services rendered. The shares were valued at $0.10 per share based upon our recent sale of common stock for cash. The entire $50,000 was expensed upon issuance and was reported as part of consulting expenses in the accompanying Statement of Operations.

In December 2014, the Company sold a total of 1,000,000 shares of common stock in exchange for cash of $100,000 or $0.10 per share.

NOTE 6 – Related Party Transactions

In March 2014, the Company entered into a two year consulting agreement with a major shareholder of the Company at a rate of $5,000 per month. During the year ended September 30, 2015 and period May 2, 2014 (inception) up to September 30, 2014, the Company incurred consulting fees of $71,300 and $19,500, respectively for services rendered by the major shareholder and reported as part of Consulting - Related Party in the accompanying Statement of Operations.

During the year ended September 30, 2015 and period May 2, 2014 (inception) up to September 30, 2014, the Company incurred $62,500 and $20,000, respectively for legal services rendered by a shareholder and officer of the Company and reported as part of Consulting - Related Party in the accompanying Statement of Operations.

As of September 30, 2015 and 2014, the Company had accounts payable to our officers and the major shareholders in the amount of $144,500 and $7,500, respectively for unpaid consulting and professional fees.

During the year ended September 30, 2015, the Company's office facility has been provided without charge by the Company's major stockholders. Such cost was not material to the financial statements and accordingly, have not been reflected therein. In view of the Company's limited operations and resources, management did not receive any compensation from the Company during the year ended September 30, 2015 and for the period May 2, 2014 (inception) up to September 30, 2014.

NOTE 7– Subsequent Events

In October 2015, the Company agreed to grant an aggregate of 2,875,000 shares of common stock to consultants for services to be rendered. A total of 1,375,000 shares with a fair value of $137,500 were issued in October 2015 for services rendered while the remaining 1,500,000 shares will be issued upon completion of the service.

In October 2015, the Company granted a consultant warrants to purchase 10,000,000 shares of our common stock. The warrants are fully vested, exercisable at $0.05 per shares and will expire in five years. The Company also determined that the exercise price of the warrants is not considered indexed to the Company's own stock and as a result, will be accounted for as derivative liabilities upon issuance. As of the date of this report, the Company is still in the process of calculating the fair value of the derivative liability.

AGREEMENT AND PLAN OF MERGER

DATED AS OF APRIL _____, 2014

BY AND AMONG

MINE CLEARING CORPORATION

CS MERGER CORP.

AND

CLICKSTREAM CORPORATION

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of April , 2014, is made by and among ClickStream Corporation (formerly Mine Clearing Corporation), a Nevada corporation ("Parent"), CS Merger Corp., a Nevada corporation and a wholly owned subsidiary of Parent ("Sub"), and ClickStream Corporation, a Delaware corporation (the "Company"). Certain terms used in this Agreement are defined in Article XIII.

W I T N E S S E T H:

WHEREAS, Parent and Sub desire to effect a business combination by means of the merger of the Company with and into the Sub; and

WHEREAS, the Board of Directors of Parent and Sub and the stockholder of Sub and the Board of Directors of the Company and the stockholders of the Company (“Company Stockholders”) have approved the merger of the Company with and into Sub (the "Merger"), upon the terms and subject to the conditions set forth herein; and

WHEREAS, for federal income tax purposes, it is intended that the Merger qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I.

The Merger; Effect of Merger

Section 1.1 **The Merger**. Upon the terms and subject to the conditions of this Agreement and in accordance with the applicable provisions of the Nevada Revised Statutes, as amended, and any rules and regulations (the "Nevada Corporation Law"), the Company shall be merged with and into Sub and the separate existence of the Company shall thereupon cease. The name of Parent, as the surviving corporation in the Merger (the "Surviving Corporation"), shall by virtue of the Merger be unchanged.

Section 1.2 **Effective Time of the Merger**. The Merger shall become effective at such time as a properly executed Certificate of Merger or other appropriate document is duly filed with the Secretary of State of the State of Nevada, which filing shall be made as soon as practicable following fulfillment or waiver of the conditions set forth in Articles VII, VIII and IX hereof or such later time as is specified in such filing (the "Effective Time").

Section 1.3 **Effects of Merger**.

(a) The Merger shall have the effects set forth in NRS 92A.240 of the Nevada Corporation Law.

(b) By virtue of the approval of the Merger by the Company Stockholders, the Company Stockholders immediately prior to the Effective Time shall be deemed to have approved the terms and conditions of this Agreement.

ARTICLE II.

The Surviving Corporation

Section 2.1 **Articles of Incorporation**. The Articles of Incorporation of the Parent as in effect immediately prior to the Effective Time shall be the Amended and Restated Articles of Incorporation of the Surviving Corporation, and thereafter may be amended in accordance with its terms and as provided by the Nevada Corporation Law.

Section 2.2 **By-Laws**. The by-laws of the Parent as in effect immediately prior to the Effective Time shall be the by-laws of the Surviving Corporation, and thereafter may be amended in accordance with their terms and as provided by the Nevada Corporation Law.

Section 2.3 **Officers and Directors**. The persons named in Exhibit E to this Agreement shall be the officers and directors of the Surviving Corporation after the Effective Time, in each case until their respective successors are duly elected and qualified.

ARTICLE III.

Conversion of Shares

Section 3.1 **Conversion of Shares and Issuance of Preferred Shares**

(a) Subject to Sections 3.2 hereof, at the Effective Time, by virtue of the Merger and without any action on the part of any Company Stockholder, each Company Stockholder shall be entitled to receive that number of fully paid and non-assessable shares of Parent Common Stock equal to the number of shares of Company common stock held by such stockholder, as set forth Schedule 3.1 (a) hereto. In addition, the persons listed on Schedule 3.1(b) hereto, (“Preferred Holders”) in consideration for financial services rendered to Parent, shall be issued the number shares of Convertible Preferred Stock of the Parent set forth thereon (the Parent Common and Preferred Stock are referred to herein as "Share Consideration").

Section 3.2 **Parent to Make Certificates Available**. Promptly following the Closing, Parent shall deliver to the Company Stockholders and Preferred Holders, (collectively “Company Stockholders”) stock certificates representing the Share Consideration. Each Company Stockholder will be entitled to receive certificates representing the number of shares of Parent Common Stock into which such shares are converted in the Merger, and Preferred Stock to which Preferred Holders are entitled. Parent Common Stock into which Company Common Stock shall be converted in the Merger and Preferred Stock to be issued in the Merger shall be deemed to have been issued at the Effective Time.

Section 3.4 **Board and Stockholder Approval**. The Board of Directors of the Company has approved the Merger and adopted this Agreement and recommended that holders of Company Common Stock vote in favor of and approve the Merger and the adoption of this Agreement. The Company Stockholders have approved the Merger and this Agreement.

Section 3.5 **Tax Treatment**. The Merger is intended to constitute a reorganization under Sections 368(a)(1)(A) and 368(a)(2)(E) of the Code, and Parent and the Company shall not report the transaction on any tax return in a manner or take any action inconsistent therewith.

ARTICLE IV.

Representations and Warranties of the Company ,

The Company represents and warrants to Parent and Sub that, except as set forth in the disclosure schedule attached hereto (the "Company Disclosure Schedule"), which Company Disclosure Schedule shall be arranged in paragraphs corresponding to the numbered and lettered paragraphs contained in this Article IV and may be amended from time to time pursuant to the provisions hereof:

Section 4.1 **Execution and Delivery**. The Company has the power and authority to enter into this Agreement and each agreement, document or instrument contemplated hereby or to be executed in connection herewith to which the Company, as the case may be, is a party (the "Company Documents") and, to carry out its obligations hereunder and . The execution, delivery and performance of this Agreement and the Company Documents and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by the Company's Board of Directors and the Company Stockholders. This Agreement constitutes the valid and binding obligation of the Company and the Company Documents, when executed and delivered, will constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought. No other corporate proceedings on the part of the Company are necessary after the date of this Agreement to authorize this Agreement and the Company Documents and the transactions contemplated hereby and thereby.

Section 4.2 **Consents and Approvals**. The execution and delivery by the Company of this Agreement and the Company Documents, the performance by the Company, of its obligations hereunder and the consummation by the Company, of the transactions contemplated hereby and thereby, do not require the Company to obtain any consent, approval or action of, or make any filing or registration with, or give any notice to, any person or any Governmental Entity, other than (i) written notification to FINRA and (ii) the filing of the Certificate of Merger with the Secretary of State of the State of Nevada.

Section 4.3 **No Breach**. The execution, delivery and performance by the Company of this Agreement and the Company Documents and the consummation by the Company of the transactions contemplated hereby and thereby in accordance with the terms and conditions hereof and thereof will not (i) violate any provision of the Certificate of Incorporation or By-Laws of the Company; (ii) violate, conflict with or result in the br any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both, constitute) a default under, any contract or other agreement or instrument to which the Company is a party or by or to which the assets or properties of the Company may be bound or subject; (iii) violate any order, judgment, injunction, award or decree of any Governmental Entity against, or binding upon, or any agreement with, or condition imposed by, any Governmental Entity, binding upon the Company, or upon the securities, assets or business of the Company; (iv) violate any statute, law or regulation of any jurisdiction as such statute, law or regulation relates to the Company, or to the securities, assets or business of the Company; (v) result in the creation or imposition of any lien or other encumbrance or the acceleration of any indebtedness or other obligation of the Company; or (vi) result in the br any of the terms or conditions of, constitute a default under, or otherwise cause a violation of, any Permit of the Company; except in the case of (ii) through (vi) above, for violations, conflicts, breaches, defaults, modifications, impairments, liens or other encumbrances that would not, individually or in the aggregate, have a material adverse effect on the business, properties, assets, condition (financial or otherwise), liabilities, operations or prospects of the Company, or adversely affect the consummation of the transactions contemplated hereby (a "Company Material Adverse Effect").

Section 4.4 **Organization, Standing and Authority**. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to own, lease and operate its assets, properties and business and to carry on its business as now being conducted or currently proposed to be conducted. The Company is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of such activities make such qualification necessary, except where the failure to so qualify would not, individually or in the aggregate, have a Company Material Adverse Effect. All such jurisdictions are set forth on Section 4.4 of the Company Disclosure Schedule. The copies of the Articles of Incorporation and By-Laws of the Company included as part of Section 4.4 of the Company Disclosure Schedule constitute accurate and complete copies of such organizational instruments and accurately reflect all amendments thereto through the date hereof.

Section 4.5 **Capitalization of the Company**. The authorized capital stock of the Company consists of 70,000,000 shares of Company Common Stock, $.000001 par value, and no shares of Company Preferred Stock. There are 70,000,000 shares of Company Common Stock outstanding. As of the date hereof, there are no bonds, debentures, notes or other indebtedness having the right to vote on any matters on which the Company's stockholders may vote issued or outstanding.

Section 4.6 **Options and Other Stock Rights**. Except as set forth in Section 4.6 of the Company Disclosure Schedule, there is no (i) outstanding option, warrant, call, unsatisfied preemptive right or other agreement of any kind to purchase or otherwise to receive from the Company any of the outstanding, authorized but unissued, unauthorized or treasury shares of Company Common Stock, Company Preferred Stock or any other security of the Company, (ii) outstanding security of any kind convertible into any security of the Company, and (iii) outstanding contract or other agreement to purchase, redeem or otherwise acquire any outstanding shares of Company Common Stock, Company Preferred Stock or any other security of the Company.

Section 4.7 **Subsidiaries** The Company does not have any direct or indirect Subsidiaries. As of the date hereof, the Company has not made any advances to or investments in, and does not own any securities of or other interests in, any other person.

Section 4.8 **Corporate Records** The minute books of the Company reflect true and complete copies of all such records have heretofore been delivered to Parent, all as in effect on the date hereof. The minute books of the Company reflect all actions taken at all meetings, and by consents in lieu of meetings, of the stockholders of the Company, the Board of Directors of the Company and all committees thereof.

Section 4.9 **Financial Statements**.

(a) Schedule 4.9 of the Company Disclosure Schedule contains the following financial statement (the " Financial Statement"):

(i) the unaudited balance sheet of the Company as of March 30, 2014 (the " Latest Balance Sheet") and the related statements of operations, stockholders' equity and cash flows for the period then ended; and

the foregoing Financial Statement presents fairly the financial condition, results of operations and cash flows of the Company throughout the periods covered thereby.

Section 4.10 **Liabilities** The Company does not have any direct or indirect liability, contingent or otherwise, that is required by GAAP to be reflected or reserved for on the financial statements of the Company (collectively, the "Liabilities other than (i) liabilities incurred in the ordinary course of business consistent with past practices, or (ii) liabilities permitted by this Agreement to be incurred in connection with the transactions contemplated by this Agreement.

Section 4.11 **No Material Adverse Change** Except as disclosed in Section 4.11 of the Company Disclosure Schedule, since April 15, 2014, there has been no material adverse change in the management, assets, Liabilities, properties, business, operations, financial condition, results of operations or prospects of the Company.

Section 4.12 **Compliance with Laws** The Company is not in violation of any applicable order, judgment, injunction, award or decree, law, ordinance or regulation or any other requirement of any Governmental Entity applicable to the Company or any of its businesses. The Company has not received notice that any such violation has been alleged or is being investigated.

Section 4.13 **Permits**. There are no Permits that are necessary for the ownership and conduct of its business as presently conducted or currently proposed to be conducted

Section 4.14 **Actions and Proceedings** There are no outstanding orders, judgments, injunctions, awards or decrees of any Governmental Entity against or involving the Company or any of its directors, officers or employees (in their capacities as such). As of the date of this Agreement there is no claim, action, suit, litigation, legal, administrative or arbitration proceeding, whether formal or informal (including, without limitation, any claim or notice of intent to institute any matter), which is pending or, to the Company's knowledge, threatened against or involving the Company or any of its directors, officers or employees (in their capacities as such) or properties, capital stock or assets.

Section 4.15 **Contracts and Other Agreements**

(a) Section 4.15 of the Company Disclosure Schedule sets forth as of the date of this Agreement each contract and other agreement as described below (whether or not in writing) which is currently in effect (unless indicated otherwise below) to which the Company is a party or by or to which its assets or properties are bound.

(b) There have been made available to Parent prior to the date hereof true and complete copies of all of the contracts and other agreements set forth in Section 4.16 of the Company Disclosure Schedule. Each such contract and other agreement is valid, in full force and effect and binding upon the Company and, to the Company's knowledge, the other parties thereto in accordance with its terms, and the Company is not in default under any of them and the Company has no knowledge of any threat of cancellation or termination there under, nor will the consummation of the transactions contemplated by this Agreement result in a default under any such contract or other agreement or the right to terminate such contract or other agreement. No Permits or other documents or agreements with, or issued by or filed with, any person, have been granted to any other person that provide the right to use any real or tangible personal property comprising any portion of the assets of the Company. The Company is not a party to any contract, commitment, arrangement or agreement which would, following the Closing, restrain or restrict Parent or any affiliate of Parent, from operating the business of the Company in the manner in which it is currently operated.

Section 4.16 **Relationship With Customers and Research Providers**. . The Company has not received any notice (nor, to Company's knowledge, is any such notice forthcoming) that any material customer or research provider intends to terminate or materially reduce its business with the Company and no material customer or research provider has terminated or materially reduced its business with the Company in the last twelve (12) months.

Section 4.17 **Real Property**. The Company does not own or lease any real property.

Section 4.18 **Intellectual Property** .

(a) The Company is the sole and exclusive owner of all right, title and interest in and has good, valid and marketable title to, or, as to third party rights identified in Section 4.18(a) of the Company Disclosure Schedule , has obtained a license to use all Intellectual Property used by the Company in the operation of the Company's business, free and clear of all Liens or other encumbrances. Each item of Non-Software Intellectual Property will be owned or licensed for use by the Company on identical terms and conditions immediately subsequent to the Closing hereunder.

(ii) The Company is the sole and exclusive licensee of all right, title and interest in and has good, valid and marketable title to all Intellectual Property in and to the Company Software Programs listed in Section 4.18(b) of the Company Disclosure Schedule (representing all the Company Software Programs owned by the Company), free and clear of all mortgages, pledges, Liens or other, encumbrances, subject only to the terms of the licensee agreement with NetCurrents Information Services, Inc. dated April ___ 2014.

(c) Section 4.19(c) of the Company Disclosure Schedule sets forth all Third Party Software Programs licensed by the Company (other than off-the-shelf software programs). The Company has the right and license to use, pursuant to Third Party Software license agreements, all Third Party Software used in connection with, and as incorporated into, the Company Software Programs or in conducting the Company's own business and all use of such licensed Third Party Software Programs by the Company has been in compliance with the respective license agreements.

(d) The Company has delivered to Parent correct and complete copies of all documents pertaining to statutory Intellectual Property, including but not limited to, all trademark, service mark, trade name, copyright, and patent, registrations and applications used by the Company in conducting its own business and all documents pertaining to licenses, agreements, and permissions (as amended to date) to use any Intellectual Property used by the Company in conducting its own business, and have made available to Parent correct and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of each such item.

(e) The use of the Company Software Programs and the license, sale or lease of the Company Software Programs, or of any part thereof, or of any copy, or of any part thereof, do not and will not infringe on, misappropriate, or contribute to the infringement of, any copyright, trade secret, patents or any other exclusionary right, of any third party in either the United States or any foreign country. No person or entity has asserted against the Company a claim that the use, license, sale or lease of any Company Software Program, or any part thereof, infringes, misappropriates or contributes to the infringement of any patent claim, copyright or trade secret right of any third party in either the United States or any foreign country, and the Company are not aware of any basis for any such claim.

Section 4.20 **Receivables** the Company has no accounts receivable.

Section 4.21 **Banking** Section 4.21 of the Company Disclosure Schedule contains a complete list of all of the bank accounts and lines of credit owned or used by the Company, and the names of all persons with authority to withdraw funds from, or execute drafts or checks on, each such account.

Section 4.22 **Liens** The Company has good and marketable title to all of its respective assets and properties, in each case free and clear of any Lien or other encumbrance, except for (i) Liens or other encumbrances securing taxes, assessments, governmental charges or levies, or the claims of materialmen, carriers, landlords and like persons, all of which are not yet delinquent or which are being contested in good faith or (ii) Liens or other encumbrances of a character that do not detract from the value of the property subject thereto or impair the use of or the access to the property subject thereto, or impair the operation of the Company or detract from its business.

Section 4.23 Operations of the Company The Company has had no operations since inception.

Section 4.24 **Brokerage** No broker, agent or finder has acted, directly or indirectly, for the Company or, to the knowledge of the Company, any of the Company Stockholders, nor has the Company or, to the knowledge of the Company, any of the Company Stockholders, incurred any obligation to pay any brokerage fee, agent's commission or finder's fee or other commission in connection with the transactions contemplated by this Agreement.

Section 4.25 **Taxes** The Company has not been required to file any federal or state tax return and owes no federal or state taxes.

Section 4.26 **Company Action** The Board of Directors of the Company by unanimous written consent has (a) determined that the Merger is advisable and fair and in the best interests of the Company and its stockholders, (b) approved the Merger in accordance with the applicable provisions of the Nevada Corporation Law and (c) recommended the approval of this Agreement and the Merger by the holders of the Company Common Stock and directed that the Merger be submitted for consideration by the Company's Stockholders. The Company Stockholders by majority consent have approved (i) the execution and delivery of this Agreement and (ii) the consummation of the transactions contemplated hereby.

Section 4.24 **Disclosure** The representations and warranties contained in this Section 4 along with the Company Disclosure Schedule and any other written information, statement or certificate provided by the Company, ll with the exception of forward looking statements and projections, does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Section 4 not misleading.

Section 4.25 **Investment Representations**.

The issuance of the Share Consideration in this transaction is intended to be a private transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and is made in reliance upon the representations set forth below.

(a) The Company Stockholders are acquiring the Parent Common Stock for their own account for investment only and not with a view to, or for sale in connection with, a distribution of the Parent Common Stock in violation of the Securities Act and any applicable state securities or blue-sky laws and are aware that Rule 144 is not available for the sale of the Parent Company Stock;

(b) The Company Stockholders acknowledge to the Parent that:

(i) the Parent has advised the Company Stockholders that the Parent Common Stock has not been registered under the Securities Act or under the laws of any state on the basis that the issuance thereof contemplated by this Agreement is exempt from such registration and the certificate representing the Parent Common Stock shall contain a restrictive legend reflecting the fact that the Parent Common Stock have not been registered;

(ii) the Parent's reliance on the availability of such exemption is, in part, based upon the accuracy and truthfulness of the Company's Stockholders representations contained herein;

(iii) the Parent Common Stock cannot be resold without registration or an exemption under the Securities Act and such state securities laws, and that certificates representing the Parent Common Stock will bear a restrictive legend to such effect as well as a restrictive legend in accordance with the restrictions on transfer contained in Section 3;

(iv) the Company Stockholders have evaluated the merits and risks of acquiring the Parent Common Stock and has such knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of such acquisition, is aware of and has considered the financial risks and financial hazards of acquiring the Parent Common Stock, and is able to bear the economic risk of acquiring the Parent Common Stock, including the possibility of a complete loss with respect thereto.

ARTICLE V.

Representations and Warranties of Parent and Sub

Parent and Sub, jointly and severally, represent and warrant to the Company that, except as set forth in the disclosure schedule and attached hereto (the "Parent Disclosure Schedule"), which Parent Disclosure Schedule and shall be arranged in paragraphs corresponding to the numbered and lettered paragraphs contained in this Article V:

Section 5.1 **Execution and Delivery** Parent and Sub have the corporate power and authority to enter into this Agreement and each agreement, document or instrument contemplated hereby or to be delivered in connection herewith to which such person is a party (the "Parent Documents") and to carry out its respective obligations hereunder and there under. The execution, delivery and performance by Parent and Sub of this Agreement and the Parent Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by the Board of Directors of Parent and Sub, as applicable (and, in the case of this Agreement, by the Board of Directors of Sub and by Parent as the sole stockholder of Sub). This Agreement constitutes the valid and binding obligation of Parent and Sub and the Parent Documents will constitute the valid and binding obligations of Parent and Sub, when executed by such person, in each case, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought. No other corporate proceedings on the part of Parent or Sub are necessary to authorize this Agreement or the Parent Documents and the transactions contemplated hereby and thereby.

Section 5.2 **Consents and Approvals** The execution and delivery by Parent and Sub of this Agreement and the Parent Documents to which each such person is a party, the performance by Parent and Sub of their respective obligations hereunder and the consummation by Parent and Sub of the transactions contemplated hereby and thereby do not require Parent or Sub to obtain any consent, approval or action of, or make any filing or registration with or give any notice to, any Governmental Entity, other than (i) written notification to FINRA, and (ii) the filing of the Certificate of Merger with the Secretary of State of the State of Nevada.

Section 5.3 **No Breach** The execution, delivery and performance by Parent and Sub of this Agreement and the Parent Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby in accordance with the terms and conditions hereof and thereof will not (i) violate any provision of the Certificate of Incorporation or By-Laws of Parent or Sub; (ii) violate, conflict with or result in the br any of the terms of, result in any modification of the effect of, otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time or both, constitute) a default under, any contract or other agreement or instrument to which Parent or Sub is a party or by or to which the assets or properties of Parent or Sub may be bound or subject; (iii) violate any order, judgment, injunction, award or decree of any Governmental Entity against, or binding upon, or any agreement with, or condition imposed by, any Governmental Entity, binding upon Parent or Sub, or upon the securities, assets or business of Parent or Sub; (iv) violate any statute, law or regulation of any jurisdiction as such statute, law or regulation relates to Parent or Sub, or to the securities, assets or business of Parent or Sub; (v) result in the creation or imposition of any lien or other encumbrance or the acceleration of any indebtedness or other obligation of Parent or Sub; or (vi) result in the breach of any of the terms or conditions of, constitute a default under, or otherwise cause an impairment of, any Permit of Parent or Sub; except in the case of (ii) through (vi) for violations, conflicts, breaches, defaults, modifications, impairments, liens or other encumbrances that would not, individually or in the aggregate, have a Parent Material Adverse Effect.

Section 5.4 **SEC Documents; Financial Statements** Between March 9, 2010 and June 18, 2012 Parent filed with the SEC all forms, reports, schedules, statements, exhibits and other documents (collectively, the "Parent SEC Documents") required to be filed on or before the date hereof or the Closing Date, respectively, by it under the Exchange Act. At the time filed, the Parent SEC Documents filed by Parent did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and (ii) complied in all material respects with the applicable requirements of the Exchange Act. As of the Closing Date Parent will have liabilities not in excess of $60,000.

Section 5.5 **Shares of Parent Common Stock** The Share Consideration will, when issued and delivered to the Company Stockholders pursuant to Section 3.1(a), be duly authorized, validly issued, fully paid, non-assessable, and free of all Liens or other encumbrances.

Section 5.6 **Organization, Standing and Authority of Parent and Sub** Each of Parent and Sub is a corporation duly organized, validly existing and in good standing under the laws of the state of its incorporation, and has all requisite power and authority to own, lease and operate its assets, properties and businesses and to carry on its businesses as now being conducted or currently proposed to be conducted. Parent is duly qualified as a foreign corporation to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of such activities make such qualification necessary, except where the failure to so qualify would not, individually or in the aggregate, have a Parent Material Adverse Effect. Sub has not engaged in any business (other than certain organizational matters) since the date of its incorporation.

Section 5.7 **Capitalization**

(a) The authorized capital stock of Parent consists of 300,000,000 shares of Parent Common Stock and 5,000,000 shares of preferred stock, par value $.001 per share. As of April 28, 2014, there were no more than 600,000 shares of Parent Common Stock and no shares of preferred stock outstanding and there have been no material changes in such numbers through the date hereof. As of the date hereof, there are no bonds, debentures, notes or other indebtedness having the right to vote on any matters on which Parent's stockholders may vote issued or outstanding. All outstanding shares of Parent Common Stock are duly authorized and are validly issued, fully paid and non-assessable.

(b) The authorized capital stock of Sub consists of 100 shares of Sub Common Stock, all of which are duly authorized, validly issued, fully paid and non-assessable.

Section 5.8 **Brokerage** No broker, agent or finder has acted, directly or indirectly, for Parent or Sub. Parent and Sub have not incurred any obligation to pay any brokerage fees, agent's commissions or finder's fee or commission in connection with the transactions contemplated by this Agreement.

Section 5.9 **Sub Action** The Board of Directors of Sub (at a meeting duly called and held) has by the requisite vote of all directors present approved the Merger in accordance with the provisions of Section 251 of the Nevada Corporation Law.

Section 5.10 **Options and Other Stock Rights** Except as disclosed in Section 5.10 of the Parent Disclosure Statement, there is no (i) outstanding option, warrant, call, unsatisfied preemptive right or other agreement of any kind to purchase or otherwise to receive from Parent any of the outstanding, authorized but unissued, unauthorized or treasury shares of Parent Common Stock, Parent Preferred Stock or any other security of the Parent, (ii) outstanding security of any kind convertible into any security of Parent, and (iii) outstanding contract or other agreement to purchase, redeem or otherwise acquire any outstanding shares of Parent Common Stock, Parent Preferred Stock or any other security of Parent.

Section 5.11 **Compliance with Laws** Parent is not in violation of any applicable order, judgment, injunction, award or decree, law, ordinance or regulation or any other requirement of any Governmental Entity applicable to Parent or any of its businesses; Parent has not received notice that any such violation has been alleged or is being investigated.

Section 5.12 **Permits** Parent has obtained all Permits that are necessary for the ownership and conduct of its businesses as presently conducted or currently proposed to be conducted, other than any Permits, the absence of which would not, individually or in the aggregate, have a Parent Material Adverse Effect; such Permits are in full force and effect and are sufficient for the ownership and conduct of such businesses as presently conducted or currently proposed to be conducted; no violations exist or have been recorded in respect of any Permit; and no proceeding is pending or, to the knowledge of Parent, threatened, that would suspend, revoke or limit any Permit.

Section 5.13 **Actions and Proceedings** There are no outstanding orders, judgments, injunctions, awards or decrees of any Governmental Entity against or involving Parent or any of its directors, officers or employees (in their capacities as such). As of the date of this Agreement there is no claim, action, suit, litigation, legal, administrative or arbitration proceeding, whether formal or informal (including, without limitation, any claim or notice of intent to institute any matter), which is pending or, to Parent's knowledge, threatened against or involving the Company or any of its directors, officers or employees (in their capacities as such) or properties, capital stock or assets, except where the failure of any of the foregoing to be true does not individually or in the aggregate have a Parent Material Adverse Effect on Parent.

Section 5.14 **Disclosure.** The representations and warranties contained in this Article V along with the Parent Disclosure Schedule and any other written information, statement or certificate provided by the Parent with the exception of forward looking statements and projections, do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements and information contained in this Article V not misleading.

ARTICLE VI.

Pre-Closing Covenants and Agreements

Parent, Sub and the Company (as applicable) covenant and agree as follows:

Section 6.1 **Conduct of Business**

(a) Prior to the Effective Date, unless Parent shall otherwise agree in writing:

(i) The Company shall carry on its respective businesses in the usual, regular and ordinary course in substantially the same manner as heretofore conducted, and shall use its best efforts to preserve intact their present business organizations, keep available the services of their present officers and employees and preserve their relationships with customers, suppliers and others having business dealings with them to the end that their goodwill and on-going businesses shall be unimpaired at the Effective Date, except such impairment as would not have a Company Material Adverse Effect. The Company shall (i) maintain insurance coverages and its books, accounts and records in the usual manner consistent with prior practices; (ii) comply in all material respects with all laws, ordinances and regulations of Governmental Entities applicable to the Company; (iii) maintain and keep its properties and equipment in good repair, working order and condition, ordinary wear and tear excepted; and (iv) perform in all material respects its obligations under all contracts and commitments to which it is a party or by which it is bound, in each case other than where the failure to so maintain, comply or perform, either individually or in the aggregate, would result in a Company Material Adverse Effect; and

(ii) The Company shall not undertake any of the actions specified in Section 4.28.

(b) Prior to the Effective Date, unless the Company shall otherwise consent in writing (which shall not be unreasonably withheld), Parent shall in all material respects carry on its respective businesses in the usual, regular and ordinary course.

Section 6.2 **Litigation Involving the Company**. Prior to the Closing Date, the Company shall notify Parent of any actions or proceedings that are threatened or commenced against the Company, or against any officer or director, property or asset or Affiliate of the Company, or with respect to the Company's affairs, promptly upon the Company becoming aware thereof, and of any requests of the Company or, to the knowledge of the Company, any Company Stockholder, for additional information or documentary materials by any Governmental Entity in connection with the transactions contemplated hereby promptly upon the Company becoming aware thereof. As to compliance with such requests for such information, the Company shall consult with and obtain the consent of Parent, which consent shall not be withheld unreasonably; provided that such consent shall be unnecessary where such information is required by law to be provided.

Section 6.3 **Continued Effectiveness of Representations and Warranties of the Parties** From the date hereof through the Closing Date, (a) the Company shall use all reasonable efforts to conduct its affairs in such a manner so that, except as otherwise contemplated or permitted by this Agreement, the representations and warranties of the Company contained in Article IV shall continue to be true and correct in all material respects (or in all respects in the case of any representation or warranty which refers to a Company Material Adverse Effect or otherwise includes a concept of materiality) on and as of the Closing Date as if made on and as of the Closing Date, (i) except that any such representations and warranties that are given as of a particular date and relate solely to a particular date or period shall be true and correct in all material respects (or in all respects in the case of any representation or warranty which refers to a Company Material Adverse Effect or otherwise includes a concept of materiality) as of such date or period, and (ii) in the case of Section 4.12 only, except for such changes with respect thereto (x) which are contemplated by this Agreement or (y) which are attributable to the execution of this Agreement, or the announcement or contemplation of the transactions proposed herein; (b) Parent and Sub shall use their respective reasonable efforts to conduct their affairs in such a manner so that, except as otherwise contemplated or permitted by this Agreement, the representations and warranties contained in Article V shall continue to be true and correct in all material respects (or in all respects in the case of any representation or warranty which refers to a Parent Material Adverse Effect or otherwise includes a concept of materiality) on and as of the Closing Date as if made on and as of the Closing Date, except that any such representations and warranties that are given as of a particular date and relate solely to a particular date or period shall be true and correct in all material respects (or in all respects in the case of any representation or warranty which refers to a Parent Material Adverse Effect or otherwise includes a concept of materiality) as of such date or period, (c) the Company shall promptly notify Parent and Sub of any event, condition or circumstance occurring from the date hereof through the Closing Date of which the Company becomes aware that would cause any material revisions to the Company Disclosure Schedule provided by the Company pursuant to this Agreement, or that would constitute a violation or breach this Agreement by the Company; and (d) Parent and Sub shall promptly notify the Company of any event, condition or circumstance occurring from the date hereof through the Closing Date of which it becomes aware that would cause any material revisions to the Parent Disclosure Schedule provided by Parent or Sub pursuant to this Agreement, or that would constitute a violation or br this Agreement by Parent or Sub. No such notification shall be deemed an amendment to the Disclosure Schedules to this Agreement, except as otherwise provided by this Agreement.

Section 6.4 **Corporate Examinations and Investigations**

(a) The parties shall cooperate with each other party as such other party shall reasonably request in connection with the due diligence review of the other parties to this Agreement, to the extent necessary to confirm the accuracy of the representations and warranties contained herein.

(b) If this Agreement terminates, the parties hereto and their respective affiliates shall keep confidential and shall not use or retain in any manner any information or documents obtained from any other party concerning its assets, liabilities, properties, business or operations, unless readily ascertainable from public or published information or trade sources or already known or subsequently developed by it independently of any investigation of any other party, or received from a third party not under an obligation to such other party to keep such information confidential.

Section 6.5 **No Shopping** Prior to the earlier of (i) the Effective Time or (ii) the termination of this Agreement, the Company shall not, directly or indirectly, through any officer, director, employee, representative, agent, financial advisor or otherwise (x) solicit, initiate or knowingly encourage (including by way of furnishing information) inquiries or submission of proposals or offers from any person relating to any sale of all or any portion of the assets, business, properties of (other than immaterial or insubstantial assets), or any equity interest in, the Company or any business combination with the Company, whether by merger, consolidation, purchase of assets, tender offer, recapitalization, liquidation, dissolution or otherwise or any other transaction, the consummation of which would or could impede, interfere with, prevent or materially delay the Merger (each, an "Acquisition Proposal") or (y) participate in any negotiation regarding, or furnish to any other person any information with respect to, or otherwise knowingly cooperate in any way with, or knowingly assist in, facilitate or encourage, any effort or attempt by any other person to do or seek to do any of the foregoing.

Section 6.6 **Parent and Sub Approvals** Parent and Sub shall take all reasonable steps necessary or appropriate to obtain as promptly as practicable all necessary approvals, authorizations and consents of any person or Governmental Entity required to be obtained by Parent and Sub to consummate the transactions contemplated hereby, and will cooperate with the Company in seeking to obtain all such approvals, authorizations and consents. Parent and Sub shall use all reasonable efforts to provide such information to such persons, bodies and authorities as such persons, bodies or authorities or the Company may reasonably request.

Section 6.7 **Company Approvals** The Company shall take all reasonable steps necessary or appropriate to obtain as promptly as practicable all necessary approvals, authorizations and consents of any third party or Governmental Entity required to be obtained by the Company to consummate the transactions contemplated hereby and will cooperate with Parent in seeking to obtain all such approvals, authorizations and consents. The Company shall use all reasonable efforts to provide such information to such persons, bodies and authorities as such persons, bodies and authorities or Parent may reasonably request.

Section 6.8 **Distribution** The Company shall not declare, set aside or pay any Distribution, except in the ordinary course of business consistent with past practice, without the consent of Parent which shall not be unreasonably withheld.

Section 6.9 **Expenses** Except as otherwise specifically provided herein, Parent, Sub and the Company shall bear their respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including, without limitation, all fees and expenses of investment bankers, agents, representatives, counsel and accountants ("Transaction Expenses"). In any action, suit or proceeding under or to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and other out-of-pocket expenses from the losing party.

Section 6.10 **Further Assurances**

(a) Parent, Sub and the Company shall execute such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby. Parent, Sub and the Company shall use all reasonable efforts to cause all actions to effectuate the Closing for which such party is responsible under this Agreement to be taken as promptly as practicable, including using all reasonable efforts to obtain all necessary waivers, consents and approvals (including, but not limited to, if applicable, filings with FINRA and with all applicable Governmental Entities) and to lift any injunction or other legal bar to the Merger (and, in each case, to proceed with the Merger as expeditiously as possible). Notwithstanding the foregoing, there shall be no action required to be taken and no action will be taken in order to consummate and make effective the transactions contemplated by this Agreement if such action, either alone or together with another action, would result in a Company Material Adverse Effect or a Parent Material Adverse Effect.

(b) In case at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers and/or directors of Parent, the Company and the Surviving Corporation shall take all such necessary action.

ARTICLE VII.

Conditions Precedent to Each Party's Obligation to Effect the Merger

The respective obligations of each party to effect the Merger shall be subject to the satisfaction on or prior to the Closing of the following conditions, any one or more of which may be waived by them, to the extent permitted by law

Section 7.1 **Litigation** No action, suit or proceeding shall have been instituted and be continuing or be threatened by any Governmental Entity to restrain, modify or prevent the carrying out of the transactions contemplated hereby; no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction or other legal or regulatory restraint or prohibition preventing the consummation of the Merger or limiting or restricting Parent's conduct or operation of the business of the Company after the Merger shall have been issued; no action, suit or proceeding seeking any of the foregoing shall have been instituted by any third party that has or is reasonably likely to materially impair the Company's or Parent's ability to consummate the transactions contemplated hereby or have a Company Material Adverse Effect.

ARTICLE VIII.

Conditions Precedent to the Obligation of Parent and Sub to Effect the Merger

The obligation of Parent and Sub to effect the Merger shall be subject to the satisfaction on or prior to the Closing of the following additional conditions, any one or more of which may be waived by them, to the extent permitted by law:

Section 8.1 **Representations and Covenants** The representations and warranties of the Company contained in this Agreement (including those contained in the Company Disclosure Schedule, as the same may be amended from time to time pursuant to the provisions hereof) shall be true and correct in all material respects (or in all respects in the case of any representation or warranty which refers to a Company Material Adverse Effect or otherwise includes a concept of materiality) on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, (i) except that any such representations and warranties that are given as of a particular date and relate solely to a particular date or period shall be true and correct in all material respects (or in all respects in the case of any representation or warranty which refers to a Company Material Adverse Effect or otherwise includes a concept of materiality) as of such date or period, and (ii) in the case of Section 4.12 only, except for such changes with respect thereto (x) which are contemplated by this Agreement or (y) which are attributable to the execution of this Agreement, or the announcement or contemplation of the transactions proposed herein.

Section 8.2 **Absence of Material Adverse Change** There shall have been no material adverse change in the business, operations or financial condition of the Company, except for such changes with respect thereto (x) which are contemplated by this Agreement or (y) which are attributable to the execution of this Agreement, or the announcement or contemplation of the transactions proposed herein.

Section 8.3 **Closing Conditions** Documentation or other information shall have been received in a form reasonably satisfactory to Parent and Sub which evidences that the conditions set forth in this Article VIII have been satisfied.

ARTICLE IX.

Conditions Precedent to the Obligation of the Company to Effect the Merger

The obligation of the Company to effect the Merger shall be subject to the satisfaction on or prior to the Closing of the following additional conditions, any one or more of which may be waived by the Company, to the extent permitted by law:

Section 9.1 **Representations and Covenants** The representations and warranties of Parent and Sub contained in this Agreement shall be true and correct in all material respects (or in all respects in the case of any representation or warranty which refers to a Parent Material Adverse Effect or that includes a concept of materiality) on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, (i) except that any such representations and warranties that are given as of a particular date and relate solely to a particular date or period shall be true and correct in all material respects (or in all respects in the case of any representation or warranty which refers to a Parent Material Adverse Effect or that includes a concept of materiality) as of such date or period, and (ii) in the case of Section 5.10 only, except for such changes with respect thereto (x) which are contemplated by this Agreement or (y) which are attributable to the execution of this Agreement, or the announcement or contemplation of the transactions proposed herein. Parent and Sub shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by Parent or Sub on or prior to the Closing Date.

Section 9.2 **Absence of Material Adverse Change** There shall have been no material adverse change in the business, operations or financial condition of Parent and its Subsidiaries, taken as a whole, except for such changes with respect thereto (x) which are contemplated by this Agreement or (y) which are attributable to the execution of this Agreement or the announcement or contemplation of the transactions proposed herein.

Section 9.3 **Closing Conditions** Documentation or other information shall have been received in a form reasonably satisfactory to the Company which evidences that the conditions set forth in this Article IX have been satisfied.

ARTICLE X.

Closing

Section 10.1 **The Closing.** The closing (the "Closing") of the transactions contemplated by this Agreement shall take place at the offices of Kagel Law, 1801 Century Park East, Suite 1201, Los Angeles, CA, at 10:00 a.m. local time on the Closing Date or at such other time and place as the parties may mutually agree.

ARTICLE XI.

Post-Closing Covenants

Section 11.1 **Survival of Representations and Warranties** Notwithstanding any right of Parent and Sub to investigate fully the affairs of the Company, or any right of the Company to investigate fully the accuracy of the representations and warranties of Parent and Sub, and notwithstanding any knowledge of facts determined or determinable by Parent, Sub or the Company, as the case may be, pursuant to such investigation or right of investigation, Parent, Sub and the Company, as the case may be, have the right to rely fully upon the representations, warranties, covenants and agreements of the Company, Parent and Sub, as the case may be, contained in this Agreement. The representations and warranties of Parent, Sub and the Company and the covenants to be performed by the Company prior to the Effective Time shall survive the execution and delivery hereof and the Closing hereunder in accordance with the applicable statute of limitations.

Section 11.2 **Indemnification**

(a) Company Stockholders jointly and severally agree to indemnify, defend and hold harmless the Parent and their respective directors, officers, employees, shareholders and any Affiliates of the foregoing, and their successors and assigns (collectively, the "Parent Group") from and against any and all losses, liabilities (including punitive or exemplary damages and fines or penalties and any interest thereon), expenses (including reasonable fees and disbursements of counsel and expenses of investigation and defense), claims, Liens or other obligations of any nature whatsoever (hereinafter individually, a "Loss" and collectively, "Losses") suffered or incurred by the Parent Group which, directly or indirectly, arise out of, result from or relate to, (i) any inaccuracy in or any breach any representation or warranty of the Company contained in Article IV, (ii) any breach any covenant or agreement of the Company contained in this Agreement or in any other document contemplated by this Agreement, or (iii) any Taxes of the Company attributable to the period prior to the Closing Date.

(b) The Parent agrees to indemnify, defend and hold harmless Company Stockholders and their successors and assigns from and against any and all Losses suffered or incurred by them which, directly or indirectly, arise out of, result from or relate to (i) any inaccuracy in or any breach of any representation or warranty of the Parent contained in Article V, or (ii) any br any covenant or agreement of the Parent contained in this Agreement or in any other document contemplated by this Agreement.

Section 11.3 **Method of Asserting Claims** The party making a claim under this Article V is referred to as the "Indemnified Party" and the party against whom such claims are asserted under Section 11.2 is referred to as the "Indemnifying Party". All claims by any Indemnified Party under this Section 11.2 shall be asserted and resolved as follows:

(a) In the event that any claim or demand for which an Indemnifying Party would be liable to an Indemnified Party hereunder is asserted against or sought to be collected from such Indemnified Party by a third party, said Indemnified Party shall with reasonable promptness notify in writing the Indemnifying Party of such claim or demand, specifying the nature of the specific basis for such claim or demand, and the amount or the estimated amount thereof to the extent then feasible (which estimate shall not be conclusive of the final amount of such claim and demand; any such notice, being the "Claim Notice"); provided, however, that any failure to give such Claim Notice will not be deemed a waiver of any rights of the Indemnified Party except to the extent the rights of the Indemnifying Party are actually prejudiced or harmed. The Indemnifying Party, upon request of the Indemnified Party, shall retain counsel (who shall be reasonably acceptable to the Indemnified Party) to represent the Indemnified Party, and shall pay the fees and disbursements of such counsel with regard thereto, provided, further, that any Indemnified Party is hereby authorized prior to the date on which it receives written notice from the Indemnifying Party designating such counsel, to retain counsel, whose reasonable fees and expenses shall be at the expense of the Indemnifying Party, to file any motion, answer or other pleading and take such other action which it reasonably shall deem necessary to protect its interests or those of the Indemnifying Party until the date on which the Indemnified Party receives such notice from the Indemnifying Party. After the Indemnifying Party shall retain such counsel, the Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of such counsel or (ii) the named parties of any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. The Indemnifying Party shall not, in connection with any proceedings or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one such firm for the Indemnified Party (except to the extent the Indemnified Party retained counsel to protect its (or the Indemnifying Party's) rights prior to the selection of counsel by the Indemnifying Party). The Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in contesting any claim or demand which the Indemnifying Party defends. No claim or demand may be settled by an Indemnifying Party or, where permitted pursuant to this Agreement, by an Indemnified Party without the consent of the Indemnified Party in the first case or the consent of the Indemnifying Party in the second case, which consent shall not be unreasonably withheld, unless such settlement shall be accompanied by a complete release of the Indemnified Party in the first case or the Indemnifying Party in the second case.

(b) In the event any Indemnified Party shall have a claim against any Indemnifying Party hereunder which does not involve a claim or demand being asserted against or sought to be collected from it by a third party, the Indemnified Party shall send a Claim Notice with respect to such claim to the Indemnifying Party. If the Indemnifying Party does not dispute such claim, the amount of such claim shall be paid to the Indemnified Party within thirty (30) days of receipt of the Claim Notice.

(c) So long as any right to indemnification exists pursuant to this Article XI, the affected parties each agree to retain all books, records, accounts, instruments and documents reasonably related to the Claim Notice. In each instance, the Indemnified Party shall have the right to be kept informed by the Indemnifying Party and its legal counsel with respect to all significant matters relating to any legal proceedings. Any information or documents made available to any party hereunder, which information is designated as confidential by the party providing such information and which is not otherwise generally available to the public, or which information is not otherwise lawfully obtained from third parties or not already within the knowledge of the party to whom the information is provided (unless otherwise covered by the confidentiality provisions of any other agreement among the parties hereto, or any of them), and except as may be required by applicable law or requested by third party lenders to such party, shall not be disclosed to any third Person (except for the representatives of the party being provided with the information, in which event the party being provided with the information shall request its representatives not to disclose any such information which it otherwise required hereunder to be kept confidential).

ARTICLE XII

Termination of Agreement

Section 12.1 **Termination** This Agreement may be terminated prior to the Closing as follows:

(a) by either Parent or the Company if the Merger shall not have been consummated on or before April 30, 2014;

(b) by the Company if any of the conditions specified in Article VII or IX have not been met or waived by the Company at such time as any such condition is no longer capable of satisfaction;

(c) by Parent if any of the conditions specified in Article VII or VIII have not been met or waived by Parent at such time as any such condition is no longer capable of satisfaction;

(d) by the Company if Parent or Sub shall have breached any of their respective obligations under Article VI of this Agreement in any material respect and such br continues for a period of ten days after the receipt of notice of the breach from the Company;

(e) at any time on or prior to the Closing Date, by mutual written consent of Parent, Sub and the Company.

Section 12.2 **Effect of Termination** If this Agreement is terminated and the transactions contemplated hereby are not consummated as described above, this Agreement shall become void and be of no further force and effect.

ARTICLE XIII

Definitions

Section 13.1 Definitions The following terms when used in this Agreement shall have the following meanings:

"Acquisition Proposal" has the meaning set forth in Section 6.5.

"Affiliate" (or "Affiliates" as the context may require), with respect to any person, means any other person controlling, controlled by or under common control with such person.

"Agreement" has the meaning set forth in the preamble.

"Business Day" means any day other than a Saturday or a Sunday, or a day on which banking institutions in the State of New York are obligated by law or executive order to close.

"Certificates" has the meaning set forth in Section 3.3(a).

"Claims Notice" has the meaning set forth in Section 11.3(a).

"Closing" has the meaning set forth in Article X.

"Closing Date" means (a) the third Business Day following the day on which the last of all conditions to the consummation of the transactions contemplated hereby (other than conditions which contemplate only delivery or filing of one or more documents contemporaneously with the Closing) have been satisfied or waived, or (b) such other date as the parties hereto agree in writing.

"Code" has the meaning set forth in the recitals.

"Company" has the meaning set forth in the preamble.

"Company Common Stock" means the common stock of the Company, having a par value of $.000001 per share.

"Company Disclosure Schedule" has the meaning set forth in the preamble to Article IV.

"Company Documents" has the meaning set forth in Section 4.1.

"Company Material Adverse Effect" has the meaning set forth in Section 4.3.

"Company Software Program" means any software program, including its Documentation, owned by Company. All Company Software Programs are listed in Section 4.19 of the Disclosure Schedule.

"Company Stockholders" has the meaning set forth in the Recitals.

"Contracts and other agreements" mean all contracts, agreements, supply agreements, undertakings, indentures, notes, bonds, loans, instruments, leases, mortgages, commitments or other binding arrangements.

"Distribution" means any distribution of cash, securities or property on or in respect of the Company Common Stock, or Parent Common Stock or Preferred Stock, as the case may be, whether as a dividend or otherwise.

"Documentation" means, with respect to a software program, the source code (with comments), as well as any pertinent commentary or explanation prepared by or the property of the Company to render such materials understandable and useable by a trained computer programmer, any programs (including compilers), "workbenches," tools and higher level (or "proprietary") language necessary for the development, maintenance and implementation of the software program, and any and all prepared and deliverable materials relating to the software program, including without limitation all notes, flow charts, programmer's or user's manuals.

"Effective Time" has the meaning set forth in Section 1.2.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the regulations and rulings issued thereunder.

“FINRA” means the Financial Industry Regulatory Authority.

"Governmental Entities" means (a) any international, foreign, federal, state, county, local or municipal government or administrative agency or political subdivision thereof, (b) any governmental agency, authority, board, bureau, commission, department or instrumentality, (c) any court or administrative tribunal, (d) any non-governmental agency, tribunal or entity that is vested by a governmental agency with applicable jurisdiction, or (e) any arbitration tribunal or other non-governmental authority with applicable jurisdiction.

"Intellectual Property" means all (a) trademarks, service marks, trade dress, logos, trade names, and corporate names and registrations and applications for registration thereof, (b) patents, patent applications, and provisional applications, including all continuations, divisionals and related applications, (c) copyrights and registrations and applications for registration thereof, (d) trade secrets and confidential business information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing, and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information), and (e) to the extent legally protectable, other proprietary rights.

""Liabilities" has the meaning set forth in Section 4.11.

"Lien or other encumbrance" (or "liens or other encumbrances" or "liens or other encumbrance" or "lien or other encumbrances" as the context may require or any similar formulation) means any lien, claim, pledge, mortgage, assessment, security interest, charge, option, right of first refusal, easement, servitude, adverse claim, transfer restriction under any stockholder or similar agreement or other encumbrance of any kind.

"Loss" has the meaning set forth in Section 11.2(a).

"Merger" has the meaning set forth in the recitals.

"Non-Software Intellectual Property" means Intellectual Property rights in items other than Third Party Software Programs.

"Parent" has the meaning set forth in the preamble.

"Parent Common Stock" means the common stock, par value $.001 per share, of Parent.

"Parent Disclosure Schedule" has the meaning set forth in the preamble to Article V.

"Parent Documents" has the meaning set forth in section 5

"Parent Group" has the meaning set forth in Section 11.2

"Parent SEC Documents" has the meaning set forth in Section 5.4.

"Permits" (or "Permit" as the context may require) mean all licenses, permits, certificates, certificates of occupancy, orders, approvals, registrations, authorizations, inspections, qualifications and filings with and under all federal, state, local or foreign laws and Governmental Entities.

"Person" (or "persons" as the context may require) means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Entity or other entity.

"Property" (or "properties" as the context may require) means real, personal or mixed property, tangible or intangible

"Remedial Action" shall mean any action required to (i) clean up, remove or treat Hazardous Materials; (ii) prevent a release or threat of release of any Hazardous Material; (iii) perform pre-remedial studies, investigations or post-remedial monitoring and care; (iv) cure a violation of Environmental Law or (v) take corrective action under sections 3004(u), 3004(v) or 3008(h) of the Resource Conservation Recovery Act, 42 U.S.C. §§ 6901 et seq. or analogous state law.

"SEC" means the Securities and Exchange Commission or any successor agency or department.

"Securities Act" means the Securities Act of 1933, as amended, and the regulations and rulings issued .

"Share Consideration" has the meaning set forth in Section 3.1(a).

"Sub" has the meaning set forth in the preamble hereof.

"Sub Common Stock" means the common stock, par value $.01 per share, of Sub.

"Subsidiaries" (or "Subsidiary" as the context may require), means each entity as to which a person, directly or indirectly, owns or has the power to vote, or to exercise a controlling influence with respect to, 50% or more of the securities of any class of such entity, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such entity.

"Surviving Corporation" has the meaning set forth in Section 1.1.

"Taxes" (or "Tax" as the context may require) means all federal, state, county, local, foreign and other taxes (including, without limitation, income, intangibles, premium, excise, sales, use, gross receipts, franchise, ad valorem, severance, capital levy, transfer, employment and payroll-related, and property taxes, import duties and other governmental charges and assessments), and includes interest, additions to tax and penalties with respect thereto.

"Third Party Software Program" means any software program, including the Documentation, developed by a third party and used by Company in developing a Company Software Program or used by the Company in conducting its internal business. All Third Party Software Programs are listed in Section 4.19 of the Disclosure Schedule.

"Transaction Expenses" has the meaning set forth in Section 6.9.

"Nevada Corporation Law" has the meaning set forth in Section 1.1.

ARTICLE XIV

Miscellaneous

Section 14.1 **Publicity** So long as this Agreement is in effect, prior to making a press release or other public statement with respect to the transactions contemplated by this Agreement, any party (a "Releasing Party") will consult with the other party (the "Receiving Party") and provide such other party with a draft of such press release, except as may otherwise be required by law or stock exchange regulations.

Section 14.2 **Notices** Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by facsimile transmission or sent by certified, registered, express mail or nationally recognized courier service, postage prepaid. Any such notice shall be deemed given when so delivered personally or successfully sent by facsimile transmission or, if mailed, five days after the date of deposit in the United States mails, as follows:

(i) if to Parent or Sub, to:

_____
_____
_____ _____

and

Kagel Law
1801 Century Park East, Suite 1201
Los Angeles, CA 90067
Attention: David L. Kagel, Esq.

(ii) if to the Company, to:

ClickStream Corporation
800 Turnpike Street, Ste. 103
North Andover MA 01845

Section 14.3 **Entire Agreement** This Agreement (including the exhibits and schedules hereto) and the agreements contemplated hereby, including but not limited to the Option Agreement, contain the entire agreement among the parties with respect to the subject matter hereof, and supersede all prior agreements, written or oral, with respect thereto.

Section 14.4 **Waivers and Amendments; Non Contractual Remedies; Preservation of Remedies; Liability** This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof. Nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and, except as provided (i) in Section 12.2 and (ii) if the Closing occurs, in Section 11.2(a), are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

Section 14.5 **Governing Law** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

Section 14.6 **Binding Effect; No Assignment** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and heirs and legal representatives. Neither this Agreement, nor any right hereunder, may be assigned by any party without the prior written consent of the other party hereto.

Section 14.7 **Third Party Beneficiaries**. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

Section 14.8 **Counterparts** This Agreement may be executed by the parties hereto in separate counterparts, which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 14.9 **Exhibits and Schedules** The exhibits and schedules hereto are a part of this Agreement as if fully set forth herein. All references herein to Articles, Sections, subsections, clauses, exhibits and schedules shall be deemed references to such parts of this Agreement, unless the context shall otherwise require.

Section 14.10 **Headings** The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

Section 14.11 **Submission to Jurisdiction; Venue** Any action or proceeding against any party hereto with respect to this Agreement shall be brought in the courts of the State of Delaware or of the United States for the District of Delaware, and, by execution and delivery of this Agreement, each party hereto hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each party hereto irrevocably consents to the service of process at any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in Section 14.2, such service to become effective 30 days after such mailing. Nothing herein shall affect the right of any party hereto to serve process on any other party hereto in any other manner permitted by law. Each party hereto irrevocably waives any objection which it may now have or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 14.12 **Specific Performance** The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise bred. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent bres of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 14.13 **Severability** If any court of competent jurisdiction determines that any provision of this Agreement is not enforceable in accordance with its terms, then such provision shall be deemed to be modified so as to apply such provision, as modified, to the protection of the legitimate interests of the parties hereto to the fullest extent legally permissible and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

The Company

CLICKSTREAM CORPORATION (Delaware)

By: _____

Name: Samuel Joseph
Title: President

Sub

CS MERGER CORP.

By: _____

Name: Kim Halvorson
Title: President

Parent

CLICKSTREAM CORPORATION (Nevada)

By: _____

Name: Kim Halvorson
Title: President

BYLAWS OF

CLICKSTREAM CORPORATION
a Nevada corporation

ARTICLE I
OFFICES

1.1 Registered Office.

The registered office of the Corporation shall be established and maintained at the office of Paracorp Incorporated in the State of Nevada, and, unless otherwise specified by the Board of Directors of the Corporation (the "Board"), said corporation shall be the resident agent of this Corporation in charge thereof.

1.2 Other Offices.

The Corporation may have other offices, either within or outside of the State of Nevada, at such place or places as the Board or any elected officer of the Corporation may determine or the business of the Corporation may require from time to time.

ARTICLE II
STOCKHOLDERS' MEETINGS

2.1 Place of Meetings.

All meetings of the stockholders shall be held at the Corporation's corporate headquarters, or at any other place, within or without the State of Nevada, or by means of any electronic or other medium of communication, as the Board may designate for that purpose from time to time.

2.2 Annual Meetings.

An annual meeting of the stockholders shall be held on the date and at the time set by the Board, at which time the stockholders shall elect, by the greatest number of affirmative votes cast, the directors to be elected at the meeting, consider reports of the affairs of the Corporation and transact such other business as properly may be brought before the meeting.

2.3 Special Meetings.

Special meetings of the stockholders, for any purpose or purposes whatsoever, may be called at any time by the Chairman, the Chief Executive Officer or the Board. Only such business (including nominations of persons to be elected as directors) shall be conducted at a special meeting as is specifically set forth in the Corporation's notice of meeting.

2.4 Notice of Meetings.

2.4.1 Notice of each meeting of stockholders (and any supplement thereto), whether annual or special, shall be given at least 10 and not more than 60 days prior to the date thereof by the Chief Executive Officer, the President, the Secretary or any Assistant Secretary causing to be delivered to each stockholder of record entitled to vote at such meeting a written notice stating the time and place of the meeting and the purpose or purposes for which the meeting is called. Such notice shall be signed by the Chief Executive Officer, the President, the Secretary or any Assistant Secretary and shall be (a) mailed postage prepaid to a stockholder at the stockholder's address as it appears on the stock books of the Corporation, or (b) delivered to a stockholder by any other method of delivery permitted at such time by Nevada and federal law and by any exchange on which the Corporation's shares shall be listed at such time. If any stockholder has failed to supply an address or otherwise specify an alternative method of delivery that is permitted by (b) above, notice shall be deemed to have been given if mailed to the address of the Corporation's corporate headquarters or published at least once in a newspaper having general circulation in the county in which the Corporation's corporate headquarters is located.

2.4.2 It shall not be necessary to give any notice of the adjournment of any meeting, or the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken; provided, however, that when a meeting is adjourned for 30 days or more, or when a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as in the case of the original meeting.

2.4.3 It shall not be necessary to give notice to any stockholder to whom (a) notice of two consecutive annual meetings, and all notices of meetings or of the taking of action by written consent without a meeting to him during the period between those two consecutive annual meetings, shall have been returned undeliverable, or (b) all, and at least two, payments sent by first-class mail of dividends or interest on securities during a 12-month period, shall have been returned undeliverable.

2.5 Consent by Stockholders.

Any action that may be taken at any meeting of the stockholders, except election or removal of directors, may be taken without a meeting if authorized by a writing signed by stockholders owning all of the shares entitled to vote on the action.

2.6 Quorum.

2.6.1 The presence in person or by proxy of the persons entitled to vote, regardless of whether the proxy has authority to vote on all matters, a majority of the Corporation's voting shares at any meeting constitutes a quorum for the transaction of business. Shares shall not be counted in determining the number of shares represented or required for a quorum or in any vote at a meeting if the voting of them at the meeting has been enjoined or for any reason they cannot be lawfully voted at the meeting.

2.6.2 The stockholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of stockholders leaving less than a quorum.

2.6.3 In the absence of a quorum, a majority of the shares present in person or by proxy and entitled to vote may adjourn any meeting from time to time until a quorum shall be present in person or by proxy.

2.7 Voting Rights.

2.7.1 At each meeting of the stockholders, each stockholder of record of the Corporation shall be entitled to one vote for each share of stock standing in the stockholder's name on the books of the Corporation. Except as otherwise provided by law, the Articles of Incorporation (as the same has been or may be amended from time to time, the "Articles") or these Bylaws, if a quorum is present, except with respect to election of directors, the majority of votes cast in person or by proxy in favor of such action shall be binding upon all stockholders of the Corporation.

2.7.2 The Board shall designate a day not more than 60 days prior to any meeting of the stockholders as the record date for determining which stockholders are entitled to notice of, and to vote at, such meetings.

2.8 Proxies.

Every stockholder entitled to vote may do so either in person or by written, electronic, telephonic or other proxy executed in accordance with the provisions of Section 78.355 of the Nevada Revised Statutes. Any written consent must be signed by the stockholder.

2.9 Manner of Conducting Meetings.

To the extent not in conflict with Nevada law, the Articles or these Bylaws, meetings of stockholders shall be conducted pursuant to such rules as may be adopted by the Chairman presiding at the meeting.

2.10 Notice of Stockholder Business and Nominations.

2.10.1 Annual Meetings of Stockholders.

(a) Nominations of persons for election to the Board and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders only (i) pursuant to the notice of meeting (or any supplement thereto) given by or at the direction of the Chairman, the Board (or any duly authorized committee thereof) or the Chief Executive Officer, (ii) otherwise by or at the direction of the Chairman, the Board (or any duly authorized committee thereof) or the Chief Executive Officer, or (iii) by any stockholder of the Corporation who (A) was a stockholder of record of the Corporation at the time the notice provided for in this Section 2.10 is delivered to the Secretary of the Corporation and at the time of the annual meeting, (B) shall be entitled to vote at such meeting, and (C) complies with the notice procedures set forth in this Section 2.10 as to such nomination or business. Clause (iii) shall be the exclusive means for a stockholder to make nominations or submit other business (other than matters properly brought under Rule 14a-8 (or any successor thereto) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and included in the Corporation's notice of meeting) before an annual meeting of stockholders.

(b) Without qualification, for nominations or any other business to be properly brought before an annual meeting by a stockholder pursuant to Section 2.10.1(a)(iii), the stockholder, in addition to any other applicable requirements, must have given timely notice thereof in writing to the Secretary of the Corporation and any such proposed business must constitute a proper matter for stockholder action. To be timely, a stockholder's notice to the Secretary must be delivered to or mailed and received at the Corporation's corporate headquarters not less than 90 days nor more than 120 days prior to the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is called for a date that is not within 30 days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth day following the day on which the Corporation makes a public announcement (as defined below) of the date of the annual meeting. The proviso of the previous sentence shall not be interpreted to give additional time for the giving of a stockholder's notice where the annual meeting occurs more than 30 days earlier than the anniversary date of the immediately preceding annual meeting. In no event shall the adjournment or postponement of an annual meeting of stockholders or the public announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. To be in proper form, the stockholder's notice to the Secretary (whether required by this Section 2.10.1(b) or Section 2.10.2) shall set forth:

(i) as to each person, if any, whom the stockholder proposes to nominate for election as a director, (A) the name, age, business address and residence address of such person, (B) the principal occupation or employment of such person, (C) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to and in accordance with Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (D) such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected, (E) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such stockholder and the beneficial owner, if any, on whose behalf the nomination is made, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant, (F) all information with respect to such proposed nominee that would be required by Section 2.10.1(b)(iii)(B) to be set forth in a stockholder's notice if such proposed nominee were a stockholder providing notice of a director nomination to be made at the meeting, and (G) with respect to each nominee for election or reelection to the Board, include a completed and signed questionnaire, representation and agreement required by Section 2.10.4;

(ii) if the notice relates to any business (other than the nomination of persons for election as directors) that the stockholder proposes to bring before the annual meeting, (A) a brief description of the business desired to be brought before the annual meeting, (B) the reasons for conducting such business at the annual meeting, (C) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Articles or these Bylaws, the language of the proposed amendment), (D) a description of any direct or indirect material interest by security holdings or otherwise of such stockholder and of the beneficial owner, if any, on whose behalf the proposal is made, or their respective affiliates, in such business (whether by holdings of securities, or by virtue of being a creditor or contractual counterparty of the Corporation or of a third party, or otherwise), and (E) a description of all agreements, arrangements and understandings between such stockholder and beneficial owner, if any, or their respective affiliates and any other person or persons (naming such person or persons) in connection with the proposal of such business by the stockholder; and

(iii) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (A) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, if any, (B)(1) the class or series and number of shares of capital stock of the Corporation that are, directly or indirectly, owned beneficially and of record by such stockholder and by such beneficial owner, (2) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of capital stock of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a "Derivative Instrument") directly or indirectly owned beneficially by such stockholder and by such beneficial owner, if any, and any other contract, arrangement, understanding or relationship (including, without limitation, any swap profit interest, hedging transaction, repurchase agreement or securities lending or borrowing arrangement) to which such stockholder or beneficial owner is, directly or indirectly, a party as of the date of such notice (x) with respect to shares of stock of the Corporation or (y) the effect or intent of which is to mitigate loss to, manage the potential risk or benefit of share price changes (increases or decreases) for, or increase or decrease the voting power of such stockholder or beneficial owner or any of their affiliates with respect to, securities of the Corporation, or which may have payments based in whole or in part, directly or indirectly, on the price, value or volatility (or change in price, value or volatility) of any class or series of securities of the Corporation, (3) any proxy, contract, arrangement, understanding, or relationship pursuant to which such stockholder or beneficial owner, if any, has a right to vote any shares of any security of the Corporation, (4) any short interest in any security of the Corporation (for purposes of this Section 2.10, a person shall be deemed to have a short interest in a security if such person directly or indirectly, through a contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (5) any right to dividends on the shares of capital stock of the Corporation owned beneficially by such stockholder or such beneficial owner, if any, which right is separated or separable from the underlying shares, (6) any proportionate interest in shares of capital stock of the Corporation or Derivative Instrument held, directly or indirectly, by a general or limited partnership in which such stockholder or such beneficial owner, if any, is a general partner or with respect to which such stockholder or such beneficial owner, if any, directly or indirectly, beneficially owns an interest in a general partner, and (7) any performance-related fees (other than an asset-based fee) to which such stockholder or such beneficial owner, if any, is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, in each case with respect to the information required to be included in the notice pursuant to clauses (1) through (7) above, as of the date of such notice and including, without limitation, any such interests held by members of such stockholder's or such beneficial owner's immediate family sharing the same household or by such stockholder's or such beneficial owner's respective affiliates (naming such affiliates), (C) any other information relating to such stockholder and beneficial owner, if any, that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitation of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (D) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to propose such business or nomination, (E) a representation whether the stockholder or the beneficial owner, if any, intends or is part of a group that intends (1) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee, or (2) otherwise to solicit proxies from stockholders in support of such proposal or nomination and (F) an undertaking by the stockholder and the beneficial owner, if any, to (1) notify the Corporation in writing of the information set forth in clauses (C) through (F) of Section 2.10.1(b)(i), clauses (D) and (E) of Section 2.10.1(b)(ii) and Section 2.10.1(b)(iii)(B) as of the record date for the meeting promptly (and, in any event, within five business days) following the later of the record date or the day on which the Corporation makes a public announcement of the record date and (2) update such information thereafter within two business days of any change in such information, and in any event, as of close of business on the day preceding the meeting date.

The Corporation may require any proposed nominee to furnish such other information as it may reasonably require (x) to determine the eligibility of such proposed nominee to serve as a director of the Corporation, including with respect to qualifications established by any committee of the Board, (y) to determine whether such nominee qualifies as an "independent director" or "audit committee financial expert" under applicable law, securities exchange rule or regulation, or any publicly-disclosed corporate governance principle or Board committee charter of the Corporation, and (z) that could be material to a reasonable stockholder's understanding of the independence and qualifications, or lack thereof, of such nominee.

(c) Notwithstanding anything in the second sentence of Section 2.10.1(b) to the contrary, in the event that the number of directors to be elected to the Board at an annual meeting is increased and there is no public announcement by the Corporation naming all of the nominees for director or specifying the size of the increased Board at least 100 days prior to the first anniversary of the immediately preceding year's annual meeting, a stockholder's notice required by this Section 2.10 shall also be considered timely, but only with respect to nominees for any new director positions created by such increase, if it shall be delivered to the Secretary of the Corporation at the Corporation's corporate headquarters not later than the close of business on the tenth day following the day on which such public announcement is first made by the Corporation.

2.10.2 Special Meetings of Stockholders.

Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (a) by or at the direction of the Board or (b) provided that the Board has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who is a stockholder of record at the time the notice provided for in this Section 2.10 is delivered to the Secretary of the Corporation, who is entitled to vote at the meeting and upon such election, and who complies with the notice procedures set forth in this Section 2.10. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice in the same form as required by Section 2.10.1(b) with respect to any nomination (including the completed and signed questionnaire, representation and agreement required by Section 2.10.4) shall be delivered to the Secretary at the Corporation's corporate headquarters not earlier than 120 days prior to such special meeting and not later than 90 days prior to such special meeting or, if the first public announcement of the date of such special meeting is less than 100 days prior to the date of such special meeting, the close of business on the tenth day following the day on which the Corporation makes a public announcement of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

2.10.3 General.

(a) Only such persons who are nominated in accordance with the procedures set forth in this Section 2.10 shall be eligible to be elected at an annual or special meeting of stockholders of the Corporation to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.10. Except as otherwise provided by law, the Articles or these Bylaws, the chairman of the meeting shall have the power and duty (i) to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 2.10 (including whether the stockholder solicited or did not so solicit, as the case may be, proxies in support of such stockholder's proposal or nomination in compliance with such stockholder's representation as required by Section 2.10.1(b)(iii)(E)), and (ii) if any proposed nomination or business was not made or proposed in compliance with this Section 2.10, to declare that such nomination shall be disregarded or that such proposed business shall not be transacted. Notwithstanding the foregoing provisions of this Section 2.10, if the stockholder does not timely provide the notifications and updates contemplated by Section 2.10.1(b)(iii)(F) or (unless otherwise required by law) if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be introduced or transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.10, to be considered a qualified representative of the stockholder, a person must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of the stockholders.

(b) For purposes of this Section 2.10,

(i) "public announcement" shall include (A) the mailing by the Corporation to the stockholders of written notice, or (B) disclosure in a press release reported by the Dow Jones News Service, Associated Press, or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14, or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder;

(ii) the term "beneficial owner" has the meaning given to such term in Rule 13d-3 under the Exchange Act; and

(iii) the terms "affiliate" and "associate" have the meanings given to such terms in Rule 12b-2 under the Exchange Act.

(c) Nothing in this Section 2.10 shall be deemed to affect any rights (i) of stockholders to request inclusion of proposals or nominations in the Corporation's proxy statement pursuant to Rule 14a-8 (or any successor thereto) promulgated under the Exchange Act, or (ii) of the holders of any series of preferred stock of the Corporation to nominate and elect a specified number of directors in certain circumstances pursuant to and to the extent provided in any applicable provisions of the Articles.

(d) Notwithstanding the foregoing provisions of this Section 2.10, any stockholder intending to propose business or make a director nomination at a stockholder meeting in accordance with this Section 2.10, and each related beneficial owner, if any, shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in these Bylaws; provided, however, that any references in these Bylaws to the Exchange Act or the rules promulgated thereunder are not intended to and shall not limit the requirements applicable to proposals of business or director nominations made or intended to be made by stockholders in accordance with this Section 2.10.

2.10.4 Submission of Written Questionnaire, Representation and Agreement .

Pursuant to Section 2.10.1(b)(i)(G), to be eligible to be a nominee for election or reelection as a director of the Corporation, a person whom a stockholder proposes to nominate for such election or reelection must deliver (not later than the deadline prescribed for delivery of notice under this Section 2.10) to the Secretary at the Corporation's corporate headquarters a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that such person (a) is not and will not become a party to (i) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation, or (ii) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (b) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, and (c) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with, applicable law and all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock trading policies and guidelines of the Corporation.

ARTICLE III
DIRECTORS – MANAGEMENT

3.1 Powers.

Subject to the limitations of Nevada law, the Articles and these Bylaws as to action to be authorized or approved by the stockholders, all corporate powers shall be exercised by or under authority of, and the business and affairs of this Corporation shall be controlled by, the Board.

3.2 Number and Qualification; Change in Number.

3.2.1 The number of directors of the Corporation shall be not fewer than one (1) nor more than fifteen (15) as shall be established from time to time by resolution of the Board of Directors of the Corporation. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

3.3 Classification and Election.

The Board shall not be classified. Each director's term of office shall begin immediately after election and shall continue until the next annual meeting of stockholders or until his successor is duly elected and qualified, whichever is later. The directors in office as of the date of adoption of these Bylaws shall continue to serve the terms for which they have been previously elected.

3.4 Vacancies.

3.4.1 Any vacancies in the Board may be filled by a majority vote of the remaining directors, though less than a quorum, or by a sole remaining director. Each director so elected shall hold office for the balance of the term of the director being replaced or until the next annual meeting if such vacancy results from either the failure of the directors or stockholders to elect a director at a meeting at which an increase in the authorized number of directors is authorized or the stockholders failure, at any time, to elect the full number of authorized directors. The power to fill vacancies may not be delegated to any committee appointed in accordance with these Bylaws.

3.4.2 The stockholders may at any time elect a director to fill any vacancy not filled by the Board and may elect the additional director(s) at the meeting at which an amendment of the Bylaws is voted authorizing an increase in the number of directors.

3.4.3 A vacancy or vacancies shall be deemed to exist in case of the death, permanent and total disability, resignation, retirement or removal of any director, if the directors or stockholders increase the authorized number of directors but fail to elect the additional director or directors at a meeting at which such increase is authorized or at an adjournment thereof, or if the stockholders fail at any time to elect the full number of authorized directors.

3.4.4 If the Board accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to immediately elect a successor who shall take office when the resignation shall become effective.

3.4.5 No reduction of the number of directors shall have the effect of removing any director prior to the expiration of such director's term of office.

3.5 Removal of Directors.

Except as provided in any resolution for any class or series of Preferred Stock, any one or more director(s) may be removed from office, with or without cause, by the affirmative vote of a majority of all the outstanding voting power of the Corporation, voting together and not by class. This provision may not be amended except by like vote of stockholders.

3.6 Resignations.

Any director of the Corporation may resign at any time either by oral tender of resignation at any meeting of the Board or by giving written notice thereof to the Secretary, the Chief Executive Officer or the President. Such resignation shall take effect at the time it specifies, and the acceptance of such resignation shall not be necessary to make it effective. Resignations accepted by the Board may not be revoked.

3.7 Place of Meetings.

3.7.1 Regular and special meetings of the Board shall be held at the corporate headquarters of the Corporation in the State of Texas or at such other place within or without the State of Nevada as may be designated for that purpose by the Board.

3.7.2 Meetings of the Board may be held in person or by means of any electronic or other medium of communication approved by the Board from time to time.

3.8 Meeting After Annual Stockholders Meeting.

The first meeting of the Board held after an annual stockholders meeting shall be held at such time and place within or without the State of Nevada (a) as the Chief Executive Officer or the President may announce at the annual stockholders meeting, or (b) at such time and place as shall be fixed pursuant to notice given under other provisions of these Bylaws. No other notice of such meeting shall be necessary.

3.9 Other Regular Meetings.

3.9.1 Regular meetings of the Board shall be held at such time and place within or without the State of Nevada as may be agreed upon from time to time by a majority of the Board.

3.9.2 Notwithstanding the provisions of Section 3.11, no notice need be provided of regular meetings, except that a written notice shall be given to each director of the resolution establishing a regular meeting date or dates, which notice shall set forth the date, time and place of the meeting(s). Except as otherwise provided in these Bylaws or the notice of the meeting, any and all business may be transacted at any regular meeting of the Board.

3.10 Special Meetings.

Special meetings of the Board shall be held whenever called by the Chairman of the Board, the Chief Executive Officer, the President or a majority of the directors. Except as otherwise provided in these Bylaws or the notice of the meeting, any and all business may be transacted at any special meeting of the Board.

3.11 Notice; Waiver of Notice.

Notice of each regular Board meeting not previously approved by the Board and each special Board meeting shall be (a) mailed by U.S. mail to each director not later than three days before the day on which the meeting is to be held, (b) sent to each director by overnight delivery service, telex, facsimile transmission, telegram, e-mail, any other electronic transmission permitted by Nevada law or delivered personally not later than 5:00 p.m. (Texas time) on the day before the date of the meeting, or (c) provided to each director by telephone not later than 5:00 p.m. (Texas time) on the day before the date of the meeting. Any director who attends a regular or special Board meeting and (x) waives notice by a writing filed with the Secretary, (y) is present thereat and asks that his/her oral consent to the notice be entered into the minutes or (z) takes part in the deliberations thereat without expressly objecting to the notice thereof in writing or by asking that his/her objection be entered into the minutes shall be deemed to have waived notice of the meeting and neither that director nor any other person shall be entitled to challenge the validity of such meeting.

3.12 Notice of Adjournment.

Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place is fixed at the meeting adjourned.

3.13 Quorum.

A majority of the number of directors as fixed by the Articles or these Bylaws, or by the Board pursuant to the Articles or these Bylaws, shall be necessary to constitute a quorum for the transaction of business, and the action of a majority of the directors present at any meeting at which there is a quorum, when duly assembled, is valid as a corporate act; provided, however, that a minority of the directors, in the absence of a quorum, may adjourn from time to time or fill vacant directorships in accordance with Section 3.4 but may not transact any other business. The directors present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of directors, leaving less than a quorum.

3.14 Action by Unanimous Written Consent.

Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing thereto. Such written consent shall be filed with the minutes of the proceedings of the Board and shall have the same force and effect as a unanimous vote of such directors.

3.15 Compensation.

The Board may pay to directors a fixed sum for attendance at each meeting of the Board or of a standing or special committee, a stated retainer for services as a director, a stated fee for serving as a chair of a standing or special committee and such other compensation, including benefits, as the Board or any standing committee thereof shall determine from time to time. Additionally, the directors may be paid their expenses of attendance at each meeting of the Board or of a standing or special committee.

3.16 Transactions Involving Interests of Directors.

In the absence of fraud, no contract or other transaction of the Corporation shall be affected or invalidated by the fact that any of the directors of the Corporation is interested in any way in, or connected with any other party to, such contract or transaction or is a party to such contract or transaction; provided, however, that such contract or transaction complies with applicable law. Each and every person who is or may become a director of the Corporation hereby is relieved, to the extent permitted by law, from any liability that might otherwise exist from contracting in good faith with the Corporation for the benefit of such person or any person in which such person may be interested in any way or with which such person may be connected in any way. Any director of the Corporation may vote and act upon any matter, contract or transaction between the Corporation and any other person without regard to the fact that such director also is a stockholder, director or officer of, or has any interest in, such other person; provided, however, that such director shall disclose any such relationship or interest to the Board prior to a vote or action.

3.17 Advisory Directors.

The Board may elect one or more advisory directors, each of whom shall have such powers and perform such duties as the Board shall assign to them. Any advisory director may be removed, either with or without cause, at any time. Nothing herein contained shall be construed to preclude any advisory director from serving the Corporation in any other capacity as an officer, agent or otherwise, or receiving compensation therefor.

ARTICLE IV
OFFICERS

4.1 Executive Officers.

The executive officers of the Corporation shall be a Chief Executive Officer and a Chief Financial Officer and may include, without limitation, one or more of each of the following: President, Chairman, Vice Chairman, Chief Corporate Officer, Chief Operating Officer, Senior Executive Vice President, Executive Vice President, Senior Vice President, Vice President, Group or Division President, Group or Division Chief Executive Officer, Secretary and Treasurer. Any person may hold two or more offices. Each executive officer of the Corporation shall be elected annually by the Board, may be reclassified by the Board as a non-executive officer (or as a non-officer) at any time, shall serve at the pleasure of the Board and shall hold office for one year unless he/she resigns or is terminated by the Board or the Chief Executive Officer.

4.2 Appointed Officers: Titles.

4.2.1 The Chief Executive Officer shall appoint a Secretary and a Treasurer of the Corporation if those officers have not been elected by the Board. The Chief Executive Officer (or the Secretary in the case of Assistant Secretaries or the Treasurer in the case of Assistant Treasurers) also may appoint additional officers of the Corporation if not previously elected by the Board, including one or more of each of the following: President, Vice Chairman, Chief Corporate Officer, Chief Operating Officer, Chief Accounting Officer, Controller, Senior Executive Vice President, Executive Vice President, Senior Vice President, Vice President, Assistant Secretary, Assistant Treasurer or such other officers as the Chief Executive Officer may deem to be necessary, desirable or appropriate. Each such appointed officer shall hold such title at the pleasure of the appointing officer and have such authority and perform such duties as are provided in these Bylaws, or as the Chief Executive Officer or the appointing officer may determine from time to time. Any person appointed under this Section 4.2.1 to serve in any of the foregoing positions shall be deemed by reason of such appointment or service in such capacity to be an “officer” of the Corporation.

4.2.2 The Chief Executive Officer or a person designated by the Chief Executive Officer also may appoint one or more of each of the following for any operating region, division, group or corporate staff function of the Corporation: Chief Executive Officer, President, Vice Chairman, Chief Corporate Officer, Chief Operating Officer, Chief Accounting Officer, Controller, Senior Executive Vice President, Executive Vice President, Senior Vice President, Vice President, Assistant Controller and such other officers as the Chief Executive Officer may deem to be necessary, desirable or appropriate. Each such appointed officer shall hold such title at the pleasure of the Chief Executive Officer and have authority to act for and perform duties only with respect to the region, division, group or corporate staff function for which the person is appointed. Any person appointed under this Section 4.2.2 to serve in any of the foregoing positions shall be deemed by reason of such appointment or service in such capacity to be an “officer” of the Corporation.

4.3 Removal and Resignation; No Right to Continued Employment.

4.3.1 Any elected executive officer may be removed at any time by the Board, either with or without cause. Any appointed officer may be removed from such position at any time by the Board, the Chief Executive Officer, the person making such appointment or his/her successor, either with or without cause.

4.3.2 Any officer may resign at any time by giving written notice to the Board, the Chief Executive Officer, the President or the Secretary of the Corporation. Any such resignation shall take effect as of the date of the receipt of such notice, or at any later time specified therein; provided, however, that such officer may be removed at any time notwithstanding such resignation. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.3.3 The fact that an employee has been elected by the Board to serve as an executive officer or appointed to serve as an officer shall not entitle such employee to remain an officer or employee of the Corporation.

4.4 Vacancies.

A vacancy in any office due to death, permanent and total disability, retirement, resignation, removal, disqualification or any other cause may be filled in any manner prescribed in these Bylaws for regular elections or appointments to such office or may not be filled.

4.5 Chairman and Vice Chairman.

The Chairman shall preside at all meetings of the Board and at all meetings of the stockholders and shall exercise and perform such other powers and duties as from time to time may be assigned by the Board. In the absence of the Chairman, a Vice Chairman shall preside at all meetings of the Board and stockholders and exercise and perform such other powers and duties as from time to time may be assigned by the Board. A Vice Chairman need not be a member of the Board.

4.6 Chief Executive Officer.

Subject to the oversight of the Board, the Chief Executive Officer shall have general supervision, direction and control of the business and affairs of the Corporation. If not a member of the Board, the Chief Executive Officer shall be an ex officio member of the Executive Committee of the Board and shall have the general powers and duties of management usually vested in the office of chief executive officer of a corporation and such other powers and duties as may be assigned by the Board.

4.7 Chief Financial Officer.

The Chief Financial Officer shall exercise direction and control of the financial affairs of the Corporation, including the preparation of the Corporation's financial statements. The Chief Financial Officer shall have the general powers and duties usually vested in the office of the chief financial officer of a corporation and such other powers and duties as may be assigned by the Chief Executive Officer or the Board.

4.8 President.

In the case of the death or total and permanent disability of the Chief Executive Officer, a President shall perform all of the duties of the Chief Executive Officer and when so acting shall have all the powers and be subject to all the restrictions upon the Chief Executive Officer, including the power to sign all instruments and to take all actions that the Chief Executive Officer is authorized to perform by the Board or these Bylaws. A President shall have the general powers and duties usually vested in the office of president of a corporation and such other powers and duties as may be assigned by the Chief Executive Officer or the Board.

4.9 Chief Operating Officer.

Subject to the oversight of the Chief Executive Officer and the President, the Chief Operating Officer shall exercise direction and control over the day-to-day operations of the Corporation. In the case of the death or total and permanent disability of the Chief Executive Officer and President(s), the Chief Operating Officer or Chief Corporate Officer, in order of rank or seniority, shall perform all of the duties of such officer, and when so acting shall have all the powers of and be subject to all the restrictions upon such officer, including the power to sign all instruments and to take all actions that such officer is authorized to perform by the Board or these Bylaws. The Chief Operating Officer shall have the general powers and duties of management usually vested in the office of the chief operating officer of a corporation and such other powers and duties as from time to time may be assigned to the Chief Operating Officer by the Chief Executive Officer or the Board.

4.10 Chief Corporate Officer.

Subject to the oversight of the Chief Executive Officer and the President, the Chief Corporate Officer shall exercise direction and control over the day-to-day corporate functions of the Corporation. In the case of the death or total and permanent disability of the Chief Executive Officer and President(s), the Chief Operating Officer or Chief Corporate Officer, in order of rank or seniority, shall perform all of the duties of such officer, and when so acting shall have all the powers of and be subject to all the restrictions upon such officer, including the power to sign all instruments and to take all actions that such officer is authorized to perform by the Board or these Bylaws. The Chief Corporate Officer shall have the general powers and duties of management usually vested in the office of chief corporate officer of a corporation and such other powers and duties as from time to time may be assigned to the Chief Corporate Officer by the Chief Executive Officer or the Board.

4.11 Senior Executive Vice President, Executive Vice President, Senior Vice President and Vice President.

In the case of the death or total and permanent disability of the Chief Executive Officer, the President(s), the Chief Operating Officer and the Chief Corporate Officer, a corporate Senior Executive Vice President, an Executive Vice President, a Senior Vice President or a Vice President, in the order of rank and seniority, shall perform all of the duties of such officer, and when so acting shall have all the powers of and be subject to all the restrictions upon such officer, including the power to sign all instruments and to take all actions that such officer is authorized to perform by the Board or these Bylaws. Each such officer shall have the general powers and duties usually vested in such office. Each operating region, division, group or corporate staff function officer shall have the general powers and duties usually vested in such office. Each such officer shall have such other powers and perform such other duties as from time to time may be assigned to them respectively by the Chief Executive Officer or the Board.

4.12 Secretary and Assistant Secretaries.

4.12.1 The Secretary shall (a) attend all sessions of the Board and all meetings of the stockholders; (b) record and keep, or cause to be kept, all votes and the minutes of all proceedings in a book or books to be kept for that purpose at the corporate headquarters of the Corporation, or at such other place as the Board may from time to time determine; and (c) perform like duties for the Executive and other committees of the Board, when required. In addition, the Secretary shall keep or cause to be kept, at the registered office of the Corporation in the State of Nevada, those documents required to be kept thereat by Section 6.2 of the Bylaws and Section 78.105 of the Nevada Revised Statutes.

4.12.2 The Secretary shall give, or cause to be given, notice of meetings of the stockholders and special meetings of the Board, and shall perform such other duties as may be assigned by the Board or the Chief Executive Officer, under whose supervision the Secretary shall be. The Secretary shall keep in safe custody the seal of the Corporation and affix the same to any instrument requiring it. When required, the seal shall be attested by the Secretary's, the Treasurer's or an Assistant Secretary's signature. The Secretary or an Assistant Secretary hereby is authorized to issue certificates, to which the corporate seal may be affixed, attesting to the incumbency of officers of this Corporation or to actions duly taken by the Board, the Executive Committee, any other committee of the Board or the stockholders.

4.12.3 The Assistant Secretary or Secretaries, in the order of their seniority, shall perform the duties and exercise the powers of the Secretary and perform such duties as the Chief Executive Officer shall prescribe in the case of death or total and permanent disability of the Secretary.

4.13 Treasurer and Assistant Treasurers.

4.13.1 The Treasurer shall deposit all moneys and other valuables in the name, and to the credit, of the Corporation, with such depositories as may be determined by the Treasurer. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board or permitted by the Chief Executive Officer or Chief Financial Officer, shall render to the Chief Executive Officer, the Chief Financial Officer and directors, whenever they request it, an account of all transactions and shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws or permitted by the Chief Executive Officer or Chief Financial Officer.

4.13.2 The Assistant Treasurer or Treasurers, in the order of their seniority, shall perform the duties and exercise the powers of the Treasurer and perform such duties as the Chief Executive Officer or the Chief Financial Officer shall prescribe in the case of death or total and permanent disability of the Treasurer.

4.14 Additional Powers, Seniority and Substitution of Officers.

In addition to the foregoing powers and duties specifically prescribed for the respective officers, the Board may by resolution from time to time (a) impose or confer upon any of the officers such additional duties and powers as the Board may see fit, (b) determine the order of seniority among the officers, and (c) except as otherwise provided above, provide that in the case of death or total and permanent disability of any officer or officers, any other officer or officers shall temporarily or indefinitely assume the duties, powers and authority of the officer or officers who died or became totally and permanently disabled. Any such resolution may be final, subject only to further action by the Board, granting to any of the Chief Executive Officer, President(s), Chairman or Vice Chairman (or Chairmen) such discretion as the Board deems appropriate to impose or confer additional duties and powers, to determine the order of seniority among officers and to provide for substitution of officers as above described.

4.15 Compensation.

The elected officers of the Corporation shall receive such compensation as shall be fixed from time to time by the Board or a committee thereof. The appointed officers of the Corporation shall receive such compensation as shall be fixed from time to time by the Board or a committee thereof, by the Chief Executive Officer or by any officer designated by the Board or the Chief Executive Officer. Unless otherwise determined by the Board, no officer shall be prohibited from receiving any compensation by reason of the fact that such officer also is a director of the Corporation.

4.16 Transaction Involving Interest of an Officer.

In the absence of fraud, no contract or other transaction of the Corporation shall be affected or invalidated by the fact that any of the officers of the Corporation is interested in any way in, or connected with any other party to, such contract or transaction, or are themselves parties to such contract or transaction; provided, however, that such contract or transaction complies with applicable law. Each and every person who is or may become an officer of the Corporation hereby is relieved, to the extent permitted by law, when acting in good faith, from any liability that might otherwise exist from contracting with the Corporation for the benefit of such person or any person in which such person may be interested in any way or with which such person may be connected in any way.

ARTICLE V
EXECUTIVE AND OTHER COMMITTEES

5.1.1 **Committees**.

The Board may, by resolution adopted by a majority of the Board, designate one or more committees, each such committee to consist of one or more directors of the Corporation, which committee or committees, to the extent provided in such resolution or resolutions (if not expressly denied by applicable law or the Articles of Incorporation), shall have and may exercise all of the authority of the Board in the business and affairs of the Corporation, and may have power to authorize the seal of the Corporation to be affixed to all papers which may require it. Any member of any such committee may be removed by a majority of the Board. Vacancies in the membership of any such committees shall be filled by resolution adopted by a majority of the Board at a regular or special meeting of the Board. Each committee shall keep regular minutes of its proceedings and report such minutes to the Board when required. The designation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any member thereof, or any responsibility imposed upon it, him or her by law.

5.2 Procedures.

Subject to the limitations of the Articles, these Bylaws and the laws of the State of Nevada regarding the conduct of business by the Board and its appointed committees, the Board and any committee created under this Article V may use any procedures for conducting its business and exercising its powers, including, without limitation, acting by the unanimous written consent of its members in the manner set forth in Section 3.14. A majority of any committee shall constitute a quorum. Notices of meetings shall be provided and may be waived, in the manner set forth in Section 3.11.

ARTICLE VI
CORPORATE RECORDS AND REPORTS - INSPECTION

6.1 Records.

The Corporation shall maintain adequate and correct accounts, books and records of its business and properties. All of such books, records and accounts shall be kept at its corporate headquarters or at other locations within or without the State of Nevada as may be designated by the Board.

6.2 Inspection.

The books and records of the Corporation may be inspected in accordance with Sections 78.105 and 78.257 of the Nevada Revised Statutes.

6.3 Checks, Drafts, Etc.

All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of, or payable to, the Corporation, shall be signed or endorsed only by such person or persons, and only in such manner, as shall be authorized from time to time by the Board, the Chief Executive Officer, the Chief Financial Officer or the Treasurer.

ARTICLE VII
OTHER AUTHORIZATIONS

7.1 Execution of Contracts.

Except as otherwise provided in these Bylaws, the Board may authorize any officer or agent of the corporation to enter into and execute any contract, document, agreement or instrument in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances. Unless so authorized by the Board, no officer, agent or employee shall have any power or authority, except in the ordinary course of business, to bind the Corporation by any contract or engagement, to pledge its credit or to render it liable for any purpose or in any amount.

7.2 Dividends or Other Distributions.

From time to time, the Board may declare, and the Corporation may pay, dividends or other distributions on its outstanding shares in the manner and on the terms and conditions provided by the laws of the State of Nevada and the Articles, subject to any contractual restrictions to which the Corporation is then subject.

ARTICLE VIII
SHARES AND TRANSFER OF SHARES

8.1 Shares.

8.1.1 The shares of the capital stock of the Corporation may be represented by certificates or uncertificated. Each registered holder of shares of capital stock, upon written request to the Secretary of the Corporation, shall be provided with a stock certificate representing the number of shares owned by such holder.

8.1.2 Certificates for shares shall be in such form as the Board may designate and shall be numbered and registered as they are issued. Each shall state: the name of the record holder of the shares represented thereby; its number and date of issuance; the number of shares for which it is issued; the par value; a statement of the rights, privileges, preferences and restrictions, if any; a statement as to rights of redemption or conversion, if any; and a statement of liens or restrictions upon transfer or voting, if any, or, alternatively, a statement that certificates specifying such matters may be obtained from the Secretary of the Corporation.

8.1.3 Every certificate for shares must be signed by the Chief Executive Officer or the President and the Secretary or an Assistant Secretary, or must be authenticated by facsimiles of the signatures of the Chief Executive Officer or the President and the Secretary or an Assistant Secretary. Before it becomes effective, every certificate for shares authenticated by a facsimile or a signature must be countersigned by a transfer agent or transfer clerk, and must be registered by an incorporated bank or trust company, either domestic or foreign, as registrar of transfers.

8.1.4 Even though an officer who signed, or whose facsimile signature has been written, printed or stamped on a certificate for shares ceases, by death, resignation, retirement or otherwise, to be an officer of the Corporation before the certificate is delivered by the Corporation, the certificate shall be as valid as though signed by a duly elected, qualified and authorized officer if it is countersigned by the signature or facsimile signature of a transfer clerk or transfer agent and registered by an incorporated bank or trust company, as registrar of transfers.

8.1.5 Even though a person whose facsimile signature as, or on behalf of, the transfer agent or transfer clerk has been written, printed or stamped on a certificate for shares ceases, by death, resignation or otherwise, to be a person authorized to so sign such certificate before the certificate is delivered by the Corporation, the certificate shall be deemed countersigned by the facsimile signature of a transfer agent or transfer clerk for purposes of meeting the requirements of this section.

8.2 Transfer on the Books.

Upon surrender to the Secretary or transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation or its transfer agent to issue a new certificate, if requested by the transferee, to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

8.3 Lost or Destroyed Certificates.

The Board may direct, or may authorize the Secretary to direct, a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the Secretary's receipt of an affidavit of that fact by the person requesting the replacement certificate for shares so lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board or Secretary may, in its or the Secretary's discretion, and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or such owner's legal representative, to advertise the same in such manner as it shall require and give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed.

8.4 Transfer Agents and Registrars.

The Board, the Chief Executive Officer, the Chief Financial Officer or the Secretary may appoint one or more transfer agents or transfer clerks, and one or more registrars, who may be the same person, and may be the Secretary of the Corporation, an incorporated bank or trust company or any other person or entity, either domestic or foreign.

8.5 Fixing Record Date for Dividends, Etc.

The Board may fix a time, not exceeding 50 days preceding the date fixed for the payment of any dividend or distribution, or for the allotment of rights, or when any change or conversion or exchange of shares shall go into effect, as a record date for the determination of the stockholders entitled to receive any such dividend or distribution, or any such allotment of rights, or to exercise the rights in respect to any such change, conversion, or exchange of shares, and, in such case, only stockholders of record on the date so fixed shall be entitled to receive such dividend, distribution, or allotment of rights, or to exercise such rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after any record date fixed as aforesaid.

8.6 Record Ownership.

The Corporation shall be entitled to recognize the exclusive right of a person registered as such on the books of the Corporation as the owner of shares of the Corporation's stock to receive dividends or other distributions and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any other person, whether or not the Corporation shall have express or other notice thereof, except as otherwise provided by law.

ARTICLE IX
AMENDMENTS TO BYLAWS

9.1 By Stockholders.

New or restated bylaws may be adopted, or these Bylaws may be repealed, amended or restated, at any meeting of the stockholders at which notice was provided in accordance with these Bylaws, by the affirmative vote of the holders of a majority of all outstanding shares voting together and not by class, except as otherwise provided in these Bylaws.

9.2 By Directors.

Subject to the right of the stockholders to adopt, amend or restate or repeal these Bylaws, as provided in Section 9.1, the Board may adopt, amend or repeal any of these Bylaws, except as otherwise provided in these Bylaws, by the affirmative vote of a majority of directors. This power may not be delegated to any committee appointed in accordance with these Bylaws.

9.3 Record of Amendments.

Whenever an amendment or a new Bylaw is adopted, it shall be copied in the book of minutes with the original Bylaws, in the appropriate place. If any Bylaw is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted, or written assent was filed, shall be stated in said book.

ARTICLE X
INDEMNIFICATION OF DIRECTORS AND OFFICERS

10.1 Definitions.

As used in this Article X, the following terms have the following definitions:

10.1.1 "Affiliate" has the meaning given to such term in Rule 12b-2 under the Exchange Act.

10.1.2 "Change in Control" shall be deemed to have occurred if, after the Effective Date: (a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act), other than a trustee or other fiduciary holding securities under an employee benefit plan of the Corporation or a corporation owned directly or indirectly by the stockholders of the Corporation in substantially the same proportions as their ownership of stock of the Corporation, becomes the "Beneficial Owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Corporation representing 20% or more of the total voting power represented by the Corporation's then outstanding Voting Securities, (b) during any period of two consecutive years, individuals who at the beginning of such period constitute the Board and any new director whose election by the Board or nomination for election by the Corporation's stockholders was approved by a vote of at least two-thirds (2/3) of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof, or (c) the stockholders of the Corporation approve a merger or consolidation of the Corporation with any other corporation, other than a merger or consolidation that would result in the Voting Securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into Voting Securities of the surviving entity) at least 80% of the total voting power represented by the Voting Securities of the Corporation or such surviving entity outstanding immediately after such merger or consolidation, or the stockholders of the Corporation approve a plan of complete liquidation of the Corporation or an agreement for the sale or disposition by the Corporation (in one transaction or a series of transactions) of all or substantially all of the Corporation's assets.

10.1.3 "Disinterested Director" means a director of the Corporation who is not and was not a party to the Proceeding in respect of which indemnification is sought by an Indemnitee.

10.1.4 "Effective Date" means November 5, 2008.

10.1.5 "Expenses" means any expense, including without limitation, attorneys' fees, retainers, court costs, transcript costs, fees and expenses of experts, including accountants and other advisors, reasonable travel expenses, duplicating costs, postage, delivery service fees, filing fees, and all other disbursements or expenses of the types typically paid or incurred in connection with investigating, defending, being a witness in, or participating in, or preparing for any of the foregoing in, any Proceeding relating to an Indemnifiable Event, and any expenses of establishing a right to indemnification under this Article X.

10.1.6 "Indemnifiable Event" means any event or occurrence that takes place on or after the Effective Date, related to the fact that an Indemnitee is or was a director or officer of the Corporation or any of its Affiliates or subsidiaries, or while a director or officer of the Corporation or any of its Affiliates or subsidiaries, is or was serving at the request of the Corporation as a director, officer, employee, trustee, agent, limited partner, member or fiduciary of another foreign or domestic corporation, partnership, joint venture, employee benefit plan, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation, or related to anything done or not done by such Indemnitee in any such capacity, whether or not the basis of the Proceeding is an alleged action or inaction in an official capacity as a director, officer, employee, or agent.

10.1.7 "Indemnitee" means (a) any present or former director or officer of the Corporation or any of its Affiliates or subsidiaries who has served as such a director or officer on or after the Effective Date, (b) any present or former director, officer, employee or agent of the Corporation or any of its Affiliates or subsidiaries deemed to be an Indemnitee pursuant to Section 10.13 who has served as such a director, officer, employee or agent on or after the Effective Date, and (c) any other present or former employee or agent of the Corporation or any of its Affiliates or subsidiaries to the extent that such employee or agent has been designated as an Indemnitee or as being entitled to all or part of the rights of an Indemnitee under this Article X pursuant to a resolution of the Board or a written instrument executed by the Corporation's Chief Executive Officer, Chief Financial Officer or General Counsel.

10.1.8 "Independent Counsel" means the person or body appointed in connection with Section 10.3.

10.1.9 "Proceeding" means any threatened, pending, or completed action, suit, arbitration, alternative dispute mechanism, inquiry, administrative or legislative hearing, or investigation or any other actual, threatened or completed proceeding, including any and all appeals, whether conducted by the Corporation or any other party, whether civil, criminal, administrative, investigative, or other, that relates to an Indemnifiable Event.

10.1.10 "Voting Securities" means any securities of the Corporation that vote generally in the election of directors.

10.2 Indemnification; Advancement of Expenses.

10.2.1 General Agreement.

In the event any Indemnitee was, is, or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in a Proceeding by reason of (or arising in part out of) an Indemnifiable Event, the Corporation shall indemnify such Indemnitee to the fullest extent permitted by law as soon as practicable but in any event no later than 30 days after written demand to the Corporation in accordance with Section 10.4, from and against any and all Expenses, liability or loss, judgments, fines, ERISA excise taxes and penalties, amounts paid or to be paid in settlement, any interest, assessments, or other charges imposed thereon, and any federal, state, local, or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Article X, to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended or interpreted (but in the case of any such amendment or interpretation, only to the extent that such amendment or interpretation permits the Corporation to provide broader indemnification rights than were permitted prior thereto).

10.2.2 Initiation of Proceeding by Indemnitee.

Notwithstanding anything in this Article X to the contrary, no Indemnitee shall be entitled to indemnification or payment of Expenses pursuant to this Article X in connection with any Proceeding or part thereof initiated by such Indemnitee (including, without limitation, counterclaims) against the Corporation or any of its Affiliates or subsidiaries, or any director or officer of the Corporation or any of its Affiliates or subsidiaries, unless (a) the Corporation or the applicable Affiliate or subsidiary has joined in or the Board has consented to the initiation of such Proceeding; (b) the Proceeding is one to enforce indemnification rights under Section 10.5, or (c) the Proceeding is instituted after a Change in Control.

10.2.3 Payment of Expenses in Advance of Final Disposition .

If so requested by any Indemnitee, the Corporation shall pay any and all Expenses to such Indemnitee (an " Expense Payment") within 15 business days after the receipt by the Corporation of a statement or statements from such Indemnitee requesting such payment or payments. Expense Payments shall be made without regard to any Indemnitee's ability to repay the Expenses and without regard to any Indemnitee's ultimate entitlement to indemnification under the provisions of this Article X. An Indemnitee shall qualify for the payment of Expenses solely upon the execution and delivery to the Corporation of an undertaking in form and substance reasonably satisfactory to the Corporation providing that such Indemnitee undertakes to repay the amount if it is ultimately determined by a court of competent jurisdiction that such Indemnitee is not entitled to be indemnified by the Corporation. Payments shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of payment. Any determination made by the Independent Counsel that an Indemnitee would not be permitted to be indemnified under applicable law shall not be binding and such Indemnitee shall not be required to reimburse the Corporation for any Expense Payment until a final judicial determination is made with respect thereto (as to which all rights of appeal therefrom have been exhausted or lapsed). An Indemnitee's obligation to reimburse the Corporation for Expense Payments shall be unsecured and no interest shall be charged thereon.

10.2.4 Mandatory Indemnification.

Notwithstanding any other provision of this Article X, to the extent that an Indemnitee has been successful (on the merits or otherwise) in defense of any Proceeding relating in whole or in part to an Indemnifiable Event or in defense of any claim, issue or matter therein, such Indemnitee shall be indemnified against all Expenses incurred in connection therewith. For purposes of this Section 10.2.4 and without limiting the foregoing, the termination of any claim, issue or matter in any such Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

10.2.5 Partial Indemnification.

If any Indemnitee is entitled under any provision of this Article X to indemnification by the Corporation for some or a portion of any Expenses, liability or loss, judgments, fines, ERISA excise taxes and penalties, amounts paid or to be paid in settlement, any interest, assessments, or other charges imposed thereon, or any federal, state, local, or foreign taxes imposed as a result of the actual or deemed receipt of any payments under this Article X, but not, however, for the total amount thereof, the Corporation shall nevertheless indemnify such Indemnitee for the portion thereof to which such Indemnitee is entitled.

10.3 Authorization of Indemnification; Independent Counsel.

The person, persons or entity (the "Independent Counsel") who shall determine whether indemnification is permissible under applicable law shall be an attorney admitted to practice in the State of Nevada, selected by the Indemnitee seeking indemnification and approved and appointed by a majority vote of a quorum consisting of the Disinterested Directors. If no Disinterested Directors exist, then the Board shall select a person, persons or entity otherwise capable of acting as Independent Counsel to appoint the Independent Counsel. The Independent Counsel shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Corporation or the applicable Indemnitee against the other in an action to determine such Indemnitee's rights under this Article X or under any agreement between such Indemnitee and the Corporation. Such counsel, among other things, shall render a written determination to the Corporation and such Indemnitee as to whether and to what extent such Indemnitee is permitted to be indemnified under applicable law. The Corporation agrees to pay the reasonable fees of the Independent Counsel and any party selected to appoint Independent Counsel and to indemnify fully such counsel against any and all expenses (including attorneys' fees), claims, liabilities, loss, and damages arising out of or relating to this Article X or their engagement hereunder.

10.4 Indemnification Process and Appeal.

10.4.1 An Indemnitee shall be entitled to indemnification and shall receive payment thereof from the Corporation in accordance with this Article X as soon as practicable but in any event no later than 30 calendar days after such Indemnitee has made written demand on the Corporation for indemnification (which written demand shall include such documentation and information as is reasonably available to such Indemnitee and is reasonably necessary to determine whether and to what extent such Indemnitee is entitled to indemnification), unless the Independent Counsel has provided a written determination to the Corporation and such Indemnitee that indemnification is not permissible under applicable law.

10.4.2 If (a) no determination as to whether indemnification is permissible under applicable law has been made within 30 calendar days after an Indemnitee has made a demand in accordance with Section 10.4.1, (b) payment of indemnification pursuant to Section 10.4.1 is not made within 30 calendar days after a determination that indemnification is permissible under applicable law, (c) Independent Counsel determines pursuant to Section 10.4.1 that indemnification is not permissible under applicable law, or (d) an Indemnitee has not received payment of Expenses within 15 business days after making such a request in accordance with Section 10.2.3, then the applicable Indemnitee shall have the right to enforce its rights under this Article X by commencing litigation in any court of competent jurisdiction seeking an initial determination by the court or challenging any determination by the Independent Counsel or any aspect thereof. Any determination by the Independent Counsel not challenged by the applicable Indemnitee on or before the first anniversary of the date of the Independent Counsel's determination shall be binding on the Corporation and such Indemnitee. The remedy provided for in this Section 10.4 is non-exclusive and shall be in addition to any other remedies available to each Indemnitee in law or equity.

10.4.3 To the maximum extent permitted by applicable law in making a determination with respect to whether indemnification is permissible, the Independent Counsel shall presume that indemnification is permissible if the applicable Indemnitee has submitted a request for indemnification in accordance with Section 10.4.1, and the Corporation shall have the burden of proof to overcome that presumption in connection with the making by the Independent Counsel of any determination contrary to that presumption.

10.4.4 It shall be a defense to any action brought by any Indemnitee against the Corporation to enforce this Article X (other than an action brought to enforce a claim for Expense Payment incurred in connection with a Proceeding in advance of its final disposition where the required undertaking has been tendered to the Corporation) that it is not permissible under applicable law for the Corporation to indemnify such Indemnitee for the amount claimed.

10.4.5 In connection with any action brought pursuant to Section 10.4.2 as to whether an Indemnitee is entitled to be indemnified hereunder, the Corporation must prove with clear and convincing evidence that such Indemnitee is not entitled to indemnification under this Article X. Neither the failure of the Independent Counsel to have made a determination prior to the commencement of such action by such Indemnitee that indemnification is permissible under applicable law, nor an actual determination by the Independent Counsel that indemnification is not permissible under applicable law shall be admissible as evidence in any such action for any purpose. For purposes of this Article X, the termination of any claim, action, suit or proceeding, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that such Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

10.4.6 For the purposes of any determination by the Independent Counsel under this Article X, an Indemnitee shall be deemed to have acted in good faith and in a manner such Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such Indemnitee's conduct was unlawful, if such Indemnitee's action is based on the records or books of account of the Corporation or another enterprise, or on information supplied to such Indemnitee by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 10.4.6 shall mean any of the Corporation's Affiliates or subsidiaries or any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise of which the applicable Indemnitee is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 10.4.6 shall not be deemed to be exclusive or to limit in any way the circumstances in which any Indemnitee may be deemed to have met the applicable standard of conduct set forth under Nevada law.

10.5 Indemnification for Expenses Incurred in Enforcing Rights.

The Corporation shall indemnify any Indemnitee against any and all Expenses and, if requested by an Indemnitee, shall pay such Expenses to such Indemnitee in advance of final disposition on such terms and conditions as the Board deems appropriate, that are incurred by such Indemnitee in connection with any claim asserted against or action brought by such Indemnitee for (a) enforcement of this Article X, (b) indemnification of Expenses or Expense Payments by the Corporation under any agreement or under applicable law or under any provision of these Bylaws or the Articles now or hereafter in effect relating to indemnification for Indemnifiable Events, and/or (c) recovery under directors' or officers' liability insurance policies maintained by the Corporation.

10.6 Notification and Defense of Proceeding.

10.6.1 Promptly after receipt by an Indemnitee of notice of the commencement of any Proceeding relating to an Indemnifiable Event, such Indemnitee shall, if a claim in respect thereof is to be made against the Corporation under this Article X, notify the Corporation of the commencement thereof; but the omission to so notify the Corporation shall not relieve it from any liability that it may have to such Indemnitee.

10.6.2 With respect to any Proceeding relating to an Indemnifiable Event as to which an Indemnitee notifies the Corporation of the commencement thereof, the Corporation shall be entitled to participate in such Proceeding at its own expense and except as otherwise provided below, and, to the extent the Corporation so wishes, it may assume the defense thereof with counsel reasonably satisfactory to such Indemnitee. After notice from the Corporation to the applicable Indemnitee of its election to assume the defense of any Proceeding relating to an Indemnifiable Event, the Corporation shall not be liable to such Indemnitee under this Article X or otherwise for any Expenses subsequently incurred by such Indemnitee in connection with the defense of such Proceeding other than reasonable costs of investigation or as otherwise provided below. The applicable Indemnitee shall have the right to employ such Indemnitee's own counsel in such Proceeding but all Expenses related thereto incurred after notice from the Corporation of its election to assume the defense shall be at such Indemnitee's expense unless: (a) the employment of counsel by such Indemnitee has been authorized by the Corporation, (b) such Indemnitee has reasonably determined that there may be a conflict of interest between such Indemnitee and the Corporation in the defense of the Proceeding, (c) Independent Counsel has determined that a Change in Control has occurred, or (d) the Corporation shall not within 30 calendar days in fact have employed counsel to assume the defense of such Proceeding, in each of which case all Expenses of the Proceeding shall be borne by the Corporation. If the Corporation has selected counsel to represent the applicable Indemnitee and other current and former directors and officers of the Corporation and its Affiliates and subsidiaries in the defense of a Proceeding, and a majority of such persons, including such Indemnitee, reasonably object to such counsel selected by the Corporation pursuant to this Section 10.6.2, then such persons, including such Indemnitee, shall be permitted to employ one additional counsel of their choice and the reasonable fees and expenses of such counsel shall be at the expense of the Corporation; provided, however, that such counsel shall be chosen from amongst the list of counsel, if any, approved by any company with which the Corporation obtains or maintains insurance. In the event separate counsel is retained by an Indemnitee pursuant to this Section 10.6.2, the Corporation shall cooperate with such Indemnitee with respect to the defense of the Proceeding, including making documents, witnesses and other reasonable information related to the defense available to such Indemnitee and such separate counsel pursuant to joint-defense agreements or confidentiality agreements, as appropriate. The Corporation shall not be entitled to assume the defense of any Proceeding brought by or on behalf of the Corporation or as to which the determination shall have been made by the applicable Indemnitee pursuant to clause (b) above or by Independent Counsel pursuant to clause (c) above.

10.6.3 The Corporation shall not be liable to indemnify an Indemnitee under this Article X or otherwise for any amounts paid in settlement of any Proceeding effected without the Corporation's written consent, provided, however, that if a Change in Control has occurred, the Corporation shall be liable for indemnification of an Indemnitee for amounts paid in settlement if the Independent Counsel has approved the settlement. The Corporation shall not settle any Proceeding in any manner that would impose any penalty or limitation on any Indemnitee without such Indemnitee's written consent. Neither the Corporation nor any Indemnitee shall unreasonably withhold their consent to any proposed settlement. The Corporation's liability hereunder shall not be excused if participation in the Proceeding by the Corporation was barred by this Article X.

10.7 Non-Exclusivity.

The rights of each Indemnitee hereunder are non-exclusive and shall be in addition to any other rights such Indemnitee may have under applicable law, the Articles, under any agreement or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Articles, these Bylaws or applicable law, it is the intent of the parties that each Indemnitee enjoy by this Article X the greater benefits so afforded by such change.

10.8 Liability Insurance.

The Corporation has the power to purchase and maintain insurance or make other financial arrangements on behalf of any Indemnitee for any liability asserted against him or her and liability and Expenses incurred by him or her in his or her capacity, whether or not the Corporation has the authority to indemnify the Indemnitee against such liability and expenses. The other financial arrangements described in the preceding sentence made by the Corporation may include the creation of a trust fund, the establishment of a program of self insurance, securing the Corporation's obligation of indemnification by granting a security interest or other lien on any assets of the Corporation or the establishment of a letter of credit, guaranty or surety. No financial arrangement made pursuant to this Article X may provide protection for a person adjudged by a court of competent jurisdiction, after exhaustion of all appeals therefrom, to be liable for intentional misconduct, fraud or a knowing violation of law, except with respect to the advancement of expenses or indemnification ordered by a court. The fact that the Corporation purchases such insurance or maintains such other financial arrangements shall not limit the scope of indemnity granted to an Indemnitee by this Article X. In the absence of fraud, the decision by the Board as to the propriety of the terms and conditions of any insurance or other financial arrangement made pursuant to this Section 10.8 and the choice of the person to provide the insurance or other financial arrangement is conclusive and the insurance or other financial arrangement is not void or voidable and does not subject any director approving it to personal liability for his or her action, even if the director approving the insurance or other financial arrangement is a beneficiary of the insurance or other financial arrangement.

10.9 Subrogation.

In the event of payment under this Article X, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the applicable Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Corporation effectively to bring suit to enforce such rights.

10.10 No Duplication of Payments.

The Corporation shall not be liable under this Article X to make any payment in connection with any claim made against any Indemnitee to the extent such Indemnitee has otherwise actually received payment (under any insurance policy, agreement or otherwise) of the amounts otherwise indemnifiable hereunder.

10.11 Contractual Rights.

The right of each Indemnitee to be indemnified or to the advancement or reimbursement of Expenses (a) is a contract right based upon good and valuable consideration, pursuant to which such Indemnitee may sue as if these provisions were set forth in a separate written contract between him or her and the Corporation, and (b) shall continue after any rescission or restrictive modification of such provisions as to events occurring prior thereto. Neither the amendment or repeal of, nor the adoption of a provision inconsistent with, any provision of this Article X (including, without limitation, this Section 10.11), nor the adoption of any provision of the Articles, nor to the fullest extent permitted by Nevada law, any modification of law, shall adversely affect the rights of any person who is or was an Indemnitee under this Article X with respect to any Proceeding arising out of any action or omission occurring prior to such amendment, repeal or adoption of an inconsistent provision, without the written consent of such person.

10.12 Indemnification Agreements.

In addition to the provisions of this Article X, the Corporation may enter into agreements with any director, officer, employee or agent of the Corporation or any of its Affiliates or subsidiaries providing for indemnification to the fullest extent permitted by Nevada law.

10.13 Severability.

If any provision (or portion thereof) of this Article X shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the remaining provisions of this Article X shall be construed so as to give effect to the intent manifested by the provision held invalid, void, or unenforceable.

ARTICLE XI
CORPORATE SEAL

The corporate seal shall be circular in form and shall have inscribed thereon the name of the Corporation, the date of its incorporation and the word “Nevada”.

ARTICLE XII
INTERPRETATION

Reference in these Bylaws to any provision of Nevada law or the Nevada Revised Statutes shall be deemed to include all amendments thereto and the effect of the construction and determination of validity thereof by the Nevada Supreme Court.

STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

December 29, 2014

Job Number: C20141224-1326
Reference Number: 00004486880-68
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20050448487-72	Articles of Incorporation	1 Pages/1 Copies

Respectfully,

ROSS MILLER
Secretary of State

Certified By: Christine Rakow
Certificate Number: C20141224-1326
You may verify this certificate online at **http://www.nvsos.gov/**

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

DEAN HELLER
Secretary of State
206 North Carson Street
Carson City, Nevada 89701-4299
(775) 684 5708
Website: secretaryofstate.biz

Filed in the office of	Document Number
Dean Heller	20050448487-72
Secretary of State	Filing Date and Time
State of Nevada	09/30/2005 12:31 PM
	Entity Number
	E0661692005-9

Articles of Incorporation

(PURSUANT TO NRS 78)

Important. Read attached instructions before completing form. ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:
Peak Resources Incorporated

2. Resident Agent Name and Street Address: (must be a Nevada address where process may be served)
EastBiz.com, Inc
Name
5348 Vegas Drive | Las Vegas | NEVADA | 89108
Street Address | City | | Zip Code
Optional Mailing Address | City | State | Zip Code

3. Shares: (number of shares corporation authorized to issue)
Number of shares with par value: 75,000,000 Par value: $ .001 Number of shares without par value:

4. Names & Addresses, of Board of Directors/Trustees: (attach additional page if there is more than 3 directors/trustees)
1. Larry Olson
Name
2103 Tyrone Place | Penticton | B.C. | V2A 8Z2
Street Address | City | State | Zip Code
2.
Name
Street Address | City | State | Zip Code
3.
Name
Street Address | City | State | Zip Code

5. Purpose: (Optional-see instructions)
The purpose of this Corporation shall be:

6. Names, Address and Signature of Incorporator: (attach additional page if there is more than 1 incorporator)
Sheilah King
Name
Signature
5348 Vegas Drive | Las Vegas | Nevada | 89108
Address | City | State | Zip Code

7. Certificate of Acceptance of Appointment of Resident Agent:
I hereby accept appointment as Resident Agent for the above named corporation.
Authorized Signature of R. A. or On Behalf of R. A. Company
09/30/05
Date

This form must be accompanied by appropriate fees. See attached fee schedule


SPECIMEN
SPECIMEN
SPECIMEN
NUMBER
1234567
COMMON STOCK
CLICKSTREAM CORPORATION
SHARES
99,999
COMMON STOCK
CUSIP 18683A103
INCORPORATED UNDER THE LAWS OF THE STATE OF
NEVADA
SEE REVERSE FOR CERTAIN DEFINITIONS
THIS CERTIFIES THAT
Shareholder Name 1XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXEND
Reg descript if applicable
is the Owner of*** Ninety-Nine Thousand Nine Hundred Ninety-Nine ***
FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF
CLICKSTREAM CORPORATION
transferable on the books of the Corporation by the holder hereof, in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This Certificate is not valid until countersigned by the Transfer Agent and registered by the Registrar.
Witness this facsimile seal of said Corporation and the facsimile signatures of its duly authorized officers.
Dated: December 9, 2015
COUNTERSIGNED AND REGISTERED:
EMPIRE STOCK TRANSFER INC.
Transfer Agent and Registrar
By
AUTHORIZED SIGNATURE
SPECIMEN
CORPORATE
SEAL
SECRETARY
SPECIMEN
PRESIDENT
B 67158

The following abbreviations, when used in the inscription of the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common

TEN ENT — as tenants by the entireties

JT TEN — as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT — _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act

_____
(State)

Additional abbreviations may also be used though not in the above list.

For Value Received, _____ *hereby sells, assigns and transfers unto*

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER

_____

_____

(PLEASE PRINT OR TYPE NAME AND ADDRESS INCLUDING POSTAL ZIP CODE OF ASSIGNEE)

_____

_____ *Shares*

of the Capital Stock represented by this Certificate and hereby irrevocably constitutes and appoints

_____ *Attorney*

to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated _____

NOTICE THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME(S) AS WRITTEN UPON THE FACE OF THIS CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

SIGNATURE(S) GUARANTEED

NOTICE THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION, (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATION AND CREDIT UNIONS) WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM PURSUANT TO S.E.C. RULE 17AD-15.

IRWIN MEYER

CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this day of March 7, 2014, between IRWIN MEYER, located at PO BOX 7253, THOUSAND OAKS, CA 91359, (hereinafter referred to as "MEYER") and CLICKSTREAM CORPORATION (hereinafter referred to as the " Company").

WITNESSETH:

WHEREAS, MEYER is a financial consultant who has experience in mergers and acquisitions, financing public companies, investor and public relations, development of companies' business plans, facilitating key introductions, introducing sources of capital, and in providing specialized financial consulting services to companies; and

WHEREAS, the Company, its owners and/or Principals, subsidiaries, affiliates, directors and representatives, collectively referred to as the Company, desires to have MEYER provide business advisory services; and

WHEREAS, the Company has determined that the "financial consulting" engagement described herein is not in contravention of any existing agreements; and

WHEREAS, MEYER has access to the necessary resources to undertake the tasks contemplated in this Agreement; and

WHEREAS, MEYER is willing to accept the Company as a client.

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed:

1. ENGAGEMENT: The Company hereby engages MEYER to perform financial consulting services described in Section 2 of this Agreement, but subject to the further provisions of this Agreement.

2. CONSULTING SERVICES: MEYER'S duties shall consist of the following:

   A. Facilitate and assist in managing a merger between the Company and a Public Target and advise on its 24 month public relations and investor relations campaigns.

   B. Reviewing presentation materials prepared by the Company, and making recommendations on same regarding packaging and presentation.

   C. Introducing the Company to selected financing sources and strategic partners and assist in negotiating any potential transactions.

   D. Assist in developing concepts for new products using the Company's technology platforms

3. TIME OF PERFORMANCE: Services to be performed under this Agreement shall commence upon execution of this Agreement, and shall continue for a period of twenty four (24) months.

4. COMPENSATION TO BE PAID BY THE COMPANY: The Company agrees to pay a fee to MEYER for the services described herein. Said fees are payable, as follows:

   A. An engagement payment of a monthly fee of $5,000, payable on the first of each month, in advance

   B. Company shall pay all reasonable travel costs and expenses incurred by MEYER in carrying out its duties and obligations pursuant to the provisions of this Agreement, including but not limited to transportation, lodging and food expenses, when such travel is conducted on behalf of the Company, provided all cost and expense items in excess of five hundred dollars ($500.00) must be approved by the Company in writing prior to MEYER's incurrence of the same.

5. LIMITATION OF MEYER LIABILITY: If MEYER fails to perform its services hereunder, its entire liability to the Company shall not exceed the lesser of (a) the amount of cash compensation MEYER has received from the Company under Section 4 of this Agreement or (b) the actual damage to the Company as a result of such non-performance. IN NO EVENT WILL MEYER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES NOR FOR ANY CLAIM AGAINST THE COMPANY BY ANY PERSON OR ENTITY ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT. Company expressly acknowledges that (i) MEYER is making no representations in terms of assuring that any funding will be obtained; (ii) Company understands it must employ its own legal, accounting and tax counsel to review and approve any transactions; (iii) MEYER is in no way providing legal, financial or tax advice upon which the Company should act without consulting its own counsel; and (iv) MEYER makes no representations that any introductions made by MEYER will result in a tangible benefit to the Company. All work by MEYER is on a "best effort" basis.

6. CONFIDENTIALITY/NONDISCLOSURE/NONCIRCUMVENTION: (A) Until such time as the same may become publicly known, MEYER agrees that any information of a confidential nature will not be revealed or disclosed to any person or entity, except in the performance of this Agreement, and upon written request of the Company, all materials and original documentation provided by the Company will either be destroyed or returned at MEYER's option. (B) Further, the Company agrees not to circumvent or interfere with or attempt to circumvent or interfere with the business relationships existing between MEYER and any entities introduced to the Company by MEYER. (C) The Company may disclose information concerning any source introduced by MEYER to its professional advisors, such as legal counsel or accountants, but must first establish that all agents must abide by the Company's obligations and covenants pertaining to non-disclosure established herein.

7. NOTICES: All notices hereunder shall be in writing and addressed to the party at the address herein set forth, or at such other address as to which notice pursuant to this section may be given, and shall be given by personal delivery, by certified mail, express mail, or by national overnight courier services. Notices will be deemed given upon the earlier of actual receipt or three (3) business days after being mailed or delivered to such courier service. Any notices to be given hereunder will be effective if executed by and sent by the attorneys for the parties being mailed or delivered to such courier service. Any notices to be given hereunder will be effective if executed by and sent by the attorneys for the parties giving such notice, and in connection therewith, the parties and their respective counsel agreeing that in giving such notice, such counsel may communicate directly in writing with such parties to the extent necessary to give such notice.

8. SEPARABILITY: If one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, such provision, to the extent invalid, illegal or unenforceable, shall be modified to the extent necessary to be legal, valid, and enforceable, and shall not affect any other provision hereof.

9. MISCELLANEOUS:

A. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Mass. Venue for all litigation shall be Los Angeles County, CA. MEYER shall be entitled to reimbursement of legal fees and costs, including attorney fees, if Company fails to pay MEYER in accordance with the terms of this Agreement and MEYER initiates legal action.

B. CURRENCY: References to dollars shall be deemed to be United States Dollars.

C. MULTIPLE/FAXED COUNTERPARTS: This Agreement may be executed in multiple counterparts, and by fax transmission, each of which shall be deemed an original. It shall be necessary that each party execute each counterpart.

D. LIMIT OF PROFESSIONAL CAPACITIES: The parties acknowledge that MEYER is not serving in an official audit capacity, nor acting as an attorney, nor in any way providing any formal tax opinions. MEYER recommends the Company obtain independent legal and tax counsel to participate in the process.

E. TERMINATION: Should MEYER terminate this Agreement, other than due to a breach by the Company, MEYER shall forfeit any future retainer compensation not already earned. Should Company terminate, other than as allowed herein, MEYER shall be entitled to all compensation referenced in Section 4.

F. ASSIGNMENT: MEYER shall have the right to assign any proceeds due under this Agreement.

G. NON-EXCLUSIVE NATURE: The Company acknowledges that Company is not the only client being provided services by MEYER, and that MEYER is under no obligation to provide priority treatment to Company relative to other clients of MEYER. The Company, subject to the provisions herein, shall have the right to pursue alternative funding sources.

H. REGISTRATION: The parties acknowledge that any of the following shall evidence a registration of a MEYER source: (i) a telephonic call between the Company and a MEYER source, (ii) the e-mailing of contact info to the Company or to a MEYER source about the other party, (iii) the mailing, faxing, or e-mailing of any project information to a MEYER source, (iv) any introductions of third parties who in turn introduce a revenue source to the Company, (v) any in person meetings between the Company and a MEYER source, and (vi) any other actions taken which clearly link MEYER and the revenue source. In the event the Company is in current and ongoing substantive discussions with a source that MEYER intends to, or does introduce, the Company will give MEYER notice within two (2) business days of learning of such source that the Company does not wish MEYER to pursue said source. Failure to do so shall qualify such source as registered to MEYER.

CLICKSTREAM CORPORATION

By: _____

Its: _____

IRWIN MEYER, FINANCIAL CONSULTANT

_____

Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is made this 20th day of October, 2014 by and between ClickStream Corporation, a Nevada corporation ("CS") and Nate Bernard ("NB"), an independent consultant, whose signatures are affixed below. CS and NB are collectively referred to herein as the "Parties" and individually as a "Party".

NB is an independent contractor, who has agreed to initially develop a Fantasy Sports Predictive Game System for CS ("the Product") and report to Eben Esterhuizen, Chief Consultant on the Project. In consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1.CS will provide the necessary financing to fund the development of the Products and NB will provide certain technology and web design that he will develop, exclusively in the financial, political and fantasy sports betting markets. NB will work with Esterhuizen to provide a budget and timeline for the development of the Product and other products ("the Product"), the first being a Fantasy Sports Predictive Game System.

2. CS and NB will mutually agree upon the capabilities and characteristics of the Products. Michel Iscove and Michael J. O'Hara will be made available by CS on an as-needed basis to assist NB in the development of the Product.

3. All improvements and Products developed by the Parties arising out of or in connection with this Agreement shall be the sole property of CS including all codes pertaining thereto. All codes used in the development of new Products, as set forth herein, and any new patents granted as a result, will be the sole property of CS, and will be delivered to, or assigned (as required), to CS by NB. All Technology owned by NB as of the date of this Agreement utilized in developing the Products shall become the property of CS.

4.Following the completion of the first Product CS and NB may agree on the devlopment of one or more additonal Products at CS sole discretion.. For each assignment, NB shall provide budgets and schedules for completion. CS understands that the Services to be performed by NB ("Services") are unique, extremely complex, and involve a large degree of interaction and discussion between CS and NB. Any costs and/or schedules provided shall be considered an estimate of the costs and/or schedule required to complete the Services. The time actually required to complete the Services or any portion thereof will be subject to NB's availability, timely delivery of information by NB to CS, unforeseen design issues, design changes and modifications requested by CS and other matters which generally affect product design services. NB shall use its best efforts to properly staff all projects and to meet all agreed upon costs and schedules. but makes no guarantee thereof in regard to cost and/or schedules. NB shall provide prompt notice to CS of changes on costs and schedules initially provided.

5. Upon the initiation of this Agreement, NB will send invoices to CS at the start of every month. CS will be required to pay an weekly fee of $ 1,500 to NB subject to the last sentence of this Paragraph 5. This weekly rate will remain firm for the first 12 months of this Agreement, with the parties agreeing that fees will be renegotiated at that time, to be based on NB's performance

6. This Agreement shall be enforced and interpreted under the laws of the State of New York without regard to conflict of law principles. The Parties hereto consent to jurisdiction of the federal and state courts located in the State of New York, County of New York, for all purposes, and further consent that any process or notice of motion or other application to a court or judge thereof in connection therewith may be served outside the State of New York by personal service or by registered or certified mail, as provided by New York law.

7. The Parties hereto represent and warrant that they are not a party to any agreement or contract pursuant to which there is any restriction or limitation upon entering into this Agreement or in conflict with the terms of this Agrement and NB shall not develop a similar Product or Products for a competing company.

8. Each party hereto will execute and deliver all such other and further instruments and documents as may be necessary to carry out the purposes of this Agreement.

9. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by registered or certified mail or email, to the parties at their respective addresses:

ClickStream Corporation
c/o Kagel Law, A Professional Corporation
1801 Century Park East
Suite 1201
Los Angeles, CA 90067

Nate Bernard

Texas

with copies to to such other addresses as any party hereto may designate by notice given in accordance with this Agreement.

16. This instrument contains the entire agreement of the parties as to the subject matter hereof. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

In witness hereof the parties have executed this Agreement as of the above date:

Nate Bernard, Consultant

ClickStream Corporation

Michael Iscove, President/CFO

Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is made this 20th day of October, 2014 by and between ClickStream Corporation, a Nevada corporation ("CS") and Sam Bernard ("SB"), an independent consultant, whose signatures are affixed below. CS and SB are collectively referred to herein as the "Parties" and individually as a "Party".

SB is an independent contractor, who has agreed to initially develop a Fantasy Sports Predictive Game System for CS ("the Product") and report to Eben Esterhuizen, Chief Consultant on the Project. In consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1.CS will provide the necessary financing to fund the development of the Products and SB will provide certain technology and web design that he will develop, exclusively in the financial, political and fantasy sports betting markets. SB will work with Esterhuizen to provide a budget and timeline for the development of the Product and other products ("the Product"), the first being a Fantasy Sports Predictive Game System.

2. CS and SB will mutually agree upon the capabilities and characteristics of the Products. Michel Iscove and Michael J. O'Hara will be made available by CS on an as-needed basis to assist NB in the development of the Product.

3. All improvements and Products developed by the Parties arising out of or in connection with this Agreement shall be the sole property of CS including all codes pertaining thereto. All codes used in the development of new Products, as set forth herein, and any new patents granted as a result, will be the sole property of CS, and will be delivered to, or assigned (as required), to CS by SB. All Technology owned by SB as of the date of this Agreement utilized in developing the Products shall become the property of CS.

4.Following the completion of the first Product CS and SB may agree on the devlopment of one or more additonal Products at CS sole discretion.. For each assignment, SB shall provide budgets and schedules for completion. CS understands that the Services to be performed by NB ("Services") are unique, extremely complex, and involve a large degree of interaction and discussion between CS and SB. Any costs and/or schedules provided shall be considered an estimate of the costs and/or schedule required to complete the Services. The time actually required to complete the Services or any portion thereof will be subject to NB's availability, timely delivery of information by SB to CS, unforeseen design issues, design changes and modifications requested by CS and other matters which generally affect product design services. SB shall use its best efforts to properly staff all projects and to meet all agreed upon costs and schedules. but makes no guarantee thereof in regard to cost and/or schedules. SB shall provide prompt notice to CS of changes on costs and schedules initially provided.

5. Upon the initiation of this Agreement, SB will send invoices to CS at the start of every month. CS will be required to pay an weekly fee of $ 1,500 to SB subject to the last sentence of this Paragraph 5. This weekly rate will remain firm for the first 12 months of this Agreement, with the parties agreeing that fees will be renegotiated at that time, to be based on SB's performance.

6. This Agreement shall be enforced and interpreted under the laws of the State of New York without regard to conflict of law principles. The Parties hereto consent to jurisdiction of the federal and state courts located in the State of New York, County of New York, for all purposes, and further consent that any process or notice of motion or other application to a court or judge thereof in connection therewith may be served outside the State of New York by personal service or by registered or certified mail, as provided by New York law.

7. The Parties hereto represent and warrant that they are not a party to any agreement or contract pursuant to which there is any restriction or limitation upon entering into this Agreement or in conflict with the terms of this Agrement and SB shall not develop a similar Product or Products for a competing company.

8. Each party hereto will execute and deliver all such other and further instruments and documents as may be necessary to carry out the purposes of this Agreement.

9. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by registered or certified mail or email, to the parties at their respective addresses:

ClickStream Corporation
c/o Kagel Law, A Professional Corporation
1801 Century Park East
Suite 1201
Los Angeles, CA 90067

Nate Bernard

Texas

with copies to to such other addresses as any party hereto may designate by notice given in accordance with this Agreement.

16. This instrument contains the entire agreement of the parties as to the subject matter hereof. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

In witness hereof the parties have executed this Agreement as of the above date:

Sam Bernard, Consultant

ClickStream Corporation

Michael Iscove, President/CFO

Independent Contractor Agreement

This Independent Contractor Agreement (the "Agreement") is made this 20th day of October 2014 by and between ClickStream Corporation, a Nevada corporation ("CS") and Eben Esterhuisen ("EE"), an independent consultant, whose signatures are affixed below. CS and EE are collectively referred to herein as the "Parties" and individually as a "Party".

EE is an independent contractor, who has agreed to initially develop a Fantasy Sports Predictive Game System for CS ("the Product"). In consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1.CS will provide the necessary financing to fund the development of the Products and EE will provide certain algorithms and other technology that he will develop, exclusively in the financial, political and fantasy sports betting markets. EE will provide a budget and timeline for the development of the Product and other products ("the Product"), the first being a Fantasy Sports Predictive Game System.

2. CS and EE will mutually agree upon the capabilities and characteristics of the Products. Kim Halvoroson and Michael J. O'Hara will be made available by CS on an as-needed basis to assist EE in the development of the Product.

3. All improvements and Products developed by the Parties arising out of or in connection with this Agreement shall be the sole property of CS including all codes pertaining thereto. All codes used in the development of new Products, as set forth herein, and any new patents granted as a result, will be the sole property of CS, and will be delivered to, or assigned (as required), to CS by EE. All Technology owned by EE as of the date of this Agreement utilized in developing the Products shall become the property of CS.

4.Following the completion of the first Product CS and EE will agree on the devlopment of one or more additonal Products. For each assignment, EE shall provide budgets and schedules for completion. CS understands that the Services to be performed by EE ("Services") are unique, extremely complex, and involve a large degree of interaction and discussion between CS and EE. Any costs and/or schedules provided shall be considered an estimate of the costs and/or schedule required to complete the Services. The time actually required to complete the Services or any portion thereof will be subject to EE's availability, timely delivery of information by EE to CS, unforeseen design issues, design changes and modifications requested by CS and other matters which generally affect product design services. EE shall use its best efforts to properly staff all projects and to meet all agreed upon costs and schedules. but makes no guarantee thereof in regard to cost and/or schedules. EE shall provide prompt notice to CS of changes on costs and schedules initially provided.

5. Upon the initiation of this Agreement, EE will send invoices to CS at the start of every month. CS will be required to pay an weekly fee of $1,400 to EE subject to the last sentence of this Paragraph 5. This weekly rate will remain firm for the first 12 months of this Agreement, with the parties agreeing that fees will be renegotiated at that time, to be based on EE's performance. In addition, CS will negotiate with EE to provide additional compensation in the form of Common Stock in CS upon completion of the first operational prototype of the Fantasy Sports Predictive Game System. Once EE completes the Fantasy Sports system CS will no longer be obligated to pay him unless EE agrees to continue working on the project or develop new products to be mutually agreed upon.

Under 6. This Agreement shall be enforced and interpreted under the laws of the State of New York without regard to conflict of law principles. The Parties hereto consent to jurisdiction of the federal and state courts located in the State of New York, County of New York, for all purposes, and further consent that any process or notice of motion or other application to a court or judge thereof in connection therewith may be served outside the State of New York by personal service or by registered or certified mail, as provided by New York law.

7. The Parties hereto represent and warrant that they are not a party to any agreement or contract pursuant to which there is any restriction or limitation upon entering into this Agreement or in conflict with the terms of this Agrement and EE shall not develop a similar Product or Products for a competing company.

8. Each party hereto will execute and deliver all such other and further instruments and documents as may be necessary to carry out the purposes of this Agreement.

9. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by registered or certified mail or email, to the parties at their respective addresses:

ClickStream Corporation
24 Priest Point Drive, NE
Marysville, WA 98271

Eben Esterhuisen

New york, N.Y.

with copies to the following: Kagel Law, a Professional Corporation, 1801 Century Park East, Suite 1201, Los Angeles, CA 90067 and or to such other addresses as any party hereto may designate by notice given in accordance with this Agreement.

16. This instrument contains the entire agreement of the parties as to the subject matter hereof. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

In witness hereof the parties have executed this Agreement as of the above date:

Eben Esterhuizen, Consultant

ClickStream Corporation

Kim S, Halvorson, CEO

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made as of January 1, 2015 (the "Effective Date") by and between ClickStream Corporation., a Nevada corporation (the "Company"), and Michael J O'Hara, an individual ("Consultant"), and has been approved by Company's Board of Directors. Mr. O'Hara will retain the title of Chairman of the Board and President.

Recitals:

WHEREAS, Consultant has significant experience in the technology and Internet business (the "Business") and the Company believes that Consultant's experience, vision and strategic planning abilities in the Business will be valuable in enabling the Company to continue the growth and development of the Company's Business (as defined below); and

NOW, THEREFORE, in consideration of the premises and mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

(a) "Affiliate" means any Person (as defined below) that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified or, directly or indirectly, is related to or otherwise associated with any such Person.

(b) "Company" includes the Company's subsidiaries, divisions and Affiliates as they may exist from time to time.

(c) "Company's Business" means the Company's current business of Internet technology, and such further businesses as the Company may enter into during the Term (as defined below).

(d) "Confidential Information" means information that would constitute a trade secret under the Uniform Trade Secrets Act or that otherwise is not generally known to the public and that is developed, owned or obtained and kept confidential by the Company, including, without limitation, information developed by Consultant in the course of performing the Consulting Services (as defined below) and the Company's non-public technical, marketing, financial, customer and sales information.

(e) "Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including, without limitation, a government or political subdivision or an agency or instrumentality of a government or political subdivision.

(f) "Work Product" means (i) any and all discoveries, inventions and know how, including, without limitation, any and all test data, findings, designs, machines, devices, apparatus, compositions, methods or processes, or any improvements of the foregoing, made, conceived, discovered or developed by Consultant, whether alone or in conjunction with others, which arise solely out of the performance of the Consulting Services or that are derived from, are based upon or utilize in any way any proprietary information, data, materials or products belonging to the Company, whether during or after the termination of this Agreement; and (ii) all documents, reports or materials of any kind prepared by Consultant in performing the Consulting Services.

2. Services and Compensation.

(a) The Company hereby retains Consultant to furnish the Company with Consultant's unique expertise, advice, consulting and personal services in connection with the Business render the Consulting Services at such times and locations, upon reasonable notice, whether by telephone or in person, as Consultant and the Company shall mutually agree upon in good faith and Consultant shall devote such time and attention as is necessary for him to perform the Consulting Services successfully.

(b) The Consulting Services shall include, without limitation, the following:

(i) consulting with the Company regarding the overall strategic direction of the Company's Business;

(ii) consulting with the Company to review and advise on its overall product development organization, processes and practices;

(iii) consulting with the Company to review and advise on its weekly progress through frequent telephone conference with key ClickStream's technical personnel;

(iv) consulting with the Company to review and advise on its written plans to integrate, test and deploy its products and services;

(v) meeting with current and prospective investors and clients to help explain and market the technology;

(vi) such other services as Consultant and the Company may mutually agree upon, including but not limited to, identifying applicable technology in the marketplace and establishing strategic alliances; and

As compensation for the aforementioned services, and as payment in full for all past due salary due Consultant for previous services rendered to Company, including interest, Consultant shall receive $3,000 per month, payable on the first of each month.

Consultant agrees that all Work Product (as defined herein), shall remain the sole and exclusive property of ClickStream, and Consultant agrees that he will not use this information for competitive purposes.

Consultant shall perform all Consulting Services on behalf of the Company in a timely, diligent and professional manner in accordance with the highest commercial industry standards.

3. Independent Contractor.

(a) Consultant is and will at all times be and remain an independent contractor. Consultant is free to exercise Consultant's own judgment as to the manner and method of providing the Consulting Services to the Company, subject to applicable laws and requirements reasonably imposed by the Company.

(b) Consultant acknowledges and agrees that Consultant will not be treated as an employee for purposes of federal, state or local income tax withholding, and unless otherwise specifically provided by law, for purposes of the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act or any Worker's Compensation law of any State and for purposes of benefits provided to employees of the Company under any employee benefit plan.

(c) Consultant acknowledges and agrees that as an independent contractor, Consultant is required to pay any applicable taxes on the fees paid to Consultant.

4 . No Use of Others' Rights. Consultant represents and warrants that Consultant can perform the Consulting Services, independent of any confidential and proprietary information owned by a third party, including, without limitation, patents, copyrights, trademarks, service marks, trade names, slogans, logos, copyrights, designs, sketches, ideas, persona, images (e.g., photographs, computerized graphics, etc.) or publicity rights.

5 . Documentation. In connection with the provision of Consulting Services, Consultant shall provide to the Company, upon the Company's request: (a) all information, documents and other materials generated through providing the Consulting Services; and (b) oral reports regarding the progress of the Consulting Services rendered.

6. Confidentiality. With the exception of consultation with ClickStream, Consultant shall keep in strict confidence, and will not, directly or indirectly, at any time, while a Consultant or after his association with the Company, disclose, furnish, disseminate, make available or, except in the course of performing his duties as a Consultant under this Agreement, use any Confidential Information, acquired by Consultant during the Term. Consultant specifically acknowledges that: (a) the Confidential Information, whether reduced to writing, maintained on any form of electronic media, or maintained in the mind or memory of Consultant and whether compiled by the Company or Consultant derives independent economic value from not being readily known to or ascertainable by proper means by others who can obtain economic value from their disclosure or use; (b) reasonable efforts have been put forth by the Company to maintain the secrecy of such information; (c) such information is and will remain the sole property of the Company; and (d) any retention and use of such information during or after the termination of this Agreement (except in the course of performing his obligations under this Agreement) will constitute a misappropriation of the Company's trade secrets.

7. Trade Secrets and Confidential Information. Consultant acknowledges and agrees that, in the performance of his duties under this Agreement, he will be brought into frequent contact, either in person, by telephone or through the mails, with existing and potential business partners, investment bankers, investors, and other customers of the Company. Consultant also agrees that any Confidential Information gained by Consultant during his association with the Company has been developed by the Company through substantial expenditures of time and money and constitutes valuable and unique property of the Company. Consultant further understands and agrees that the foregoing makes it necessary for the protection of the Company's Business that Consultant not compete with the Company during the term of the Agreement, as further provided in the following sections.

8. Noncompetition During Term. During the Term, Consultant shall not, individually or through any Affiliate of Consultant, in any of the United States of America, Puerto Rico, the Virgin Islands, Canada or any other country in the world:

(a) enter into or engage in any business that competes with the Company's Business;

(b) solicit customers, active prospects, business or patronage for any business that competes with the Company's Business or sell any products or services for any business that competes with the Company's Business;

(c) solicit, divert, entice or otherwise take away any customers, former customers, active prospects, business, patronage or orders of the Company or attempt to do so; or

(d) promote or assist, financially or otherwise, any Person engaged in any business that competes with the Company's Business.

9. Nonsolicitation. Consultant shall not, and shall not cause any of his Affiliates to, directly or indirectly, at any time solicit or induce or attempt to solicit or induce any employee, representative, agent or consultant of the Company to terminate his, or its employment, representation or other association with the Company.

10. Noncompetition - Direct or Indirect. Consultant will be in violation of Sections 6, 7, 8 and 9 if he engages in any or all of the activities set forth in those sections directly as an individual on his own account, or indirectly for any other Person and whether as partner, joint venturer, employee, agent, salesperson, consultant, officer or director of any Person or as an equity holder of any Person in which Consultant or Consultant's spouse, child or parent owns, directly or indirectly, any of the equity interests; provided, however, that nothing herein shall prohibit Consultant or Consultant's spouse, child or parent from acquiring or holding any issue of stock or securities of any business, individual, partnership, firm or corporation (each an "Entity") which has any securities listed on a national securities exchange or quoted daily in the listing of over-the-counter market securities, provided that at any one time Consultant and his spouse, child or parent do not own more than 5% of the voting securities of any such Entity.

11. Disclosure Obligation. Consultant shall, upon the Company's request, disclose fully and promptly to the Company any and all written Work Product.

12. Assignment. All Work Product is deemed a “work for hire” in accordance with the U.S. Copyright Act and is owned exclusively by the Company. If, and to the extent, any of the Work Product is not considered a “work for hire,” Consultant shall, without further compensation, assign to the Company and does hereby assign to the Company, Consultant’s entire right, title and interest in and to all Work Product. At the Company’s expense and at the Company’s request, Consultant shall provide reasonable assistance and cooperation, including, without limitation, the execution of documents in order to obtain, enforce or maintain the Company’s proprietary rights in the Work Product throughout the world. Consultant appoints the Company as its agent and grants the Company a power of attorney for the limited purpose of executing all such documents.

1 3 . Publication. Consultant shall not publish or submit for publication, or otherwise disclose to any Person other than the Company, any data or results from Consultant’s work on behalf of the Company without the prior written consent of the Company.

14. Term And Termination.

(a) Unless earlier terminated pursuant to Section 14(b), the term of this Agreement commences on the Effective Date and continues for two calendar years (the “Term”).

(b) In the event that Consultant breaches, or fails to comply with, any of the provisions of this Agreement, the Company, upon ten (10) business days prior written notice to Consultant specifying the nature of the breach or failure to comply, has the right to terminate this Agreement within ten (10) business days after the giving of such written notice to Consultant. Consultant shall have the right to correct any breach within the time period set forth.

(c) Upon termination of this Agreement, Consultant shall return, in good condition, all property of the Company, including, without limitation, all tangible embodiments of the Confidential Information.

(d) The obligations of the Company and Consultant set forth in this Agreement that by their terms extend beyond or survive the termination of this Agreement will not be affected or diminished in any way by the termination of this Agreement.

15. General.

(a) This Agreement may not be construed to grant and does not grant to Consultant any right or license with respect to any know-how, Confidential Information, trademarks or other proprietary right of the Company (apart from the right to make necessary use of the same in rendering Consulting Services under this Agreement).

(b) Consultant acknowledges that his failure to comply with Sections 4 through 12 of this Agreement will irreparably harm the Company’s Business and that the Company will not have an adequate remedy at law in the event of such non-compliance. Therefore, Consultant acknowledges that the Company will be entitled to injunctive relief or specific performance without the posting of bond or other security, except as required by law, in addition to whatever other remedies it may have, at law or in equity, in any court of competent jurisdiction against any acts of non-compliance by Consultant under this Agreement.

(c) Neither party will be responsible, either directly or indirectly, for any liability of the other party. Neither party is deemed an agent of the other party and no actions of either party will be inferred to create an agency relationship by third parties. Consultant shall not have the authority to bind or obligate the Company in any way and Consultant does not represent that he has such authority.

(d) Should any provisions of this Agreement be held illegal, invalid or unenforceable by any court or regulatory agency of competent jurisdiction, such provision is to be modified by such court or regulatory agency in compliance with the law and, as modified, enforced. All other terms and conditions of this Agreement will remain in full force and effect and are to be construed in accordance with the modified provision as if such illegal, invalid or unenforceable provision had not been contained in this Agreement.

(e) The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought before The American Arbitration Association in the State of California and interpreted under the laws of the State of Delaware, and each of the parties hereby irrevocably consents to the jurisdiction of such arbitrations in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. The service of any notice, process, motion or other document in connection with an action under this Agreement may be effectuated by either personal service upon a party or by certified mail duly addressed to him at his address set forth in Section 15(k) below.

(f) None of the terms of this Agreement is deemed waived or amended by either party unless such a waiver or amendment specifically references this Agreement and is in writing signed by an authorized representative of the party to be bound. Any such signed waiver is effective only in the specific instance and for the specific purpose for which it was made or given.

(g) This Agreement is binding upon and inures to the benefit of the heirs, successors, representatives and assigns of each party, but Consultant may not assign or delegate this Agreement without the prior written consent of the Company.

(h) The headings in this Agreement are inserted for convenience only and do not effect the meaning of this Agreement.

(i) This Agreement may be executed in multiple identical counterparts, all of which shall be considered one and the same agreement, and this Agreement shall become effective only when a counterpart has been executed by each party hereto and duly delivered to the other party to this Agreement.

(j) Nothing expressed or implied in this Agreement is intended, or may be construed, to confer upon or give any Person other than the Company and Consultant any rights or remedies under, or by reason of, this Agreement.

(k) All notices and other communications required or permitted under this Agreement are to be in writing and are duly given if delivered by a nationally recognized overnight courier service with delivery charges prepaid, or mailed by certified or registered mail, postage prepaid, receipt requested, or sent by telecopy, or sent by email, encrypted, receipt requested, to the appropriate party at the address specified below:

If to the Company, to:

ClickStream Corporation
1801 Century Park East
Suite 1201
Los Angeles, CA 90067
davidlkagel@earthlink.net

If to Consultant:

310 Bonnie Lane, Hollister, CA. 95023-6616
mjohara@charter.net

All notices, requests, demands, waivers and communications are deemed received on the date of delivery.

(l) The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and Consultant, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

(m) This Agreement is the entire understanding and agreement between the parties relating to this subject matter and supersedes all prior contracts, agreements, arrangements, communications, discussions, representations and warranties, whether oral or written, between the parties relating to this subject matter.

(n) The Company will undertake to register the securities mentioned herein (Paragraph 2 (c)), at its expense, under the appropriate section(s) of the Federal Securities Laws, during the next planned registration of any Company stock from, or within six (6) months of, the exercising of stock options by the Consultant, whichever occurs first.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO CONSULTING AGREEMENT]

IN WITNESS WHEREOF, the Company and Consultant have executed this Agreement as of the date and year first above written:

CLICKSTREAM CORPORATION

_____

By: David L. Kagel, Secretary/Treasurer

MICHAEL J. O'HARA

_____