ONX ENTERPRISE SOLUTIONS INC.

SHARE COMPENSATION PLAN

ARTICLE 1.

GENERAL

1.1. Plan

This Plan consists of two parts being the Corporation's Share Purchase Plan and its Share Option Plan.

1.2. Purpose

The purpose of this Plan is to advance the interests of the Corporation by (i) providing Eligible Persons with additional incentive; (ii) encouraging stock ownership by Eligible Persons; (iii) increasing the proprietary interest of Eligible Persons in the success of the Corporation; (iv) encouraging Eligible Persons to remain with the Corporation or its Affiliates; and/or (v) attracting new employees, officers, directors and Consultants to the Corporation or its Affiliates.

1.3. Administration

(a) This Plan will be administered by the Board or a committee of the Board duly appointed for this purpose by the Board and consisting of not less than 3 directors. If a committee is appointed for this purpose, all references to the term ''Board'' will be deemed to be references to the committee.

(b) Subject to the limitations of this Plan, the Board has the authority: (i) to grant Options to purchase Shares to Eligible Persons; (ii) to determine the terms, including the limitations, restrictions and conditions, if any, upon such grants; (iii) to interpret this Plan and to adopt, amend and rescind such administrative guidelines and other rules and Regulations relating to this Plan as it may from time to time deem advisable, subject to required prior approval by any applicable regulatory authority; and (iv) to make all other determinations and to take all other actions in connection with the implementation and administration of this Plan as it may deem necessary or advisable. The Board's guidelines, rules, Regulations, interpretations and determinations will be conclusive and binding upon all parties.

1.4. Interpretation

For the purposes of this Plan, the following terms will have the following meanings unless otherwise defined elsewhere in this Plan:

A. ‘‘**Affiliate**’’ means any corporation that is an affiliate of the Corporation as defined under the *Securities Act* (Ontario);

B. ‘‘**Base Remuneration**’’ means, in respect of any Eligible Person, the dollar value of all salary actually agreed to be paid by the Corporation or by an Affiliate (or comparable remuneration with respect to a Consultant) to an Eligible Person in the Year in which a purchase of Shares is made, before deduction for income taxes;

C. ‘‘**Board**’’ means the Board of Directors of the Corporation or a committee thereof appointed in accordance with the Plan;

D. ‘‘**Consultant**’’ means (i) an individual (including an individual whose services are contracted for through a corporation) or (ii) a corporation, in either case, designated by the Board with whom the Corporation has a contract for substantial services;

E. ‘‘**Corporation**’’ means OnX Incorporated;

F. ‘‘**Eligible Person**’’ means subject to the Regulations and to all applicable law, any employee, officer, director, or Consultant of (i) the Corporation or (ii) any Affiliate of the Corporation (and includes any such person who is on a leave of absence authorized by the Board or the Board of Directors of any Affiliate);

G. ‘‘**Holding Company**’’ means a holding company owned and controlled by an Eligible Person;

H. ‘‘**Instalment Plan**’’ means the plan referred to in Section 2.6 of the SPP;

I. ‘‘**Open Period**’’ means a period of time, not exceeding thirty (30) days as specified by the Board, during which Purchase Rights may be exercised by Eligible Persons, as established by the Regulations to the SPP from time to time;

J. ‘‘**Option**’’ means a right granted to an Eligible Person to purchase Shares of the Corporation on the terms of this Plan;

K. ‘‘**Participant**’’ means an Eligible Person to whom or to whose RRSP or to whose Holding Company an Option has been granted, or an Eligible Person who has elected on his own behalf or on behalf of his RRSP or on behalf of his Holding Company to participate in the SPP by completing and submitting a Purchase Right Exercise Agreement, as the case may be;

L. ‘‘**Plan**’’ means the Corporation’s Share Compensation Plan consisting of the SPP and the SOP;

M. ‘‘**Purchase Right**’’ means a right granted to an Eligible Person to purchase Shares of the Corporation under the terms of the SPP;

N. ‘‘**Purchase Right Exercise Agreement**’’ means the agreement referred to in Section 2.2(b) of the SPP;

O. ‘‘**Regulations**’’ means the regulations made pursuant to this Plan, as same may be amended from time to time;

P. ‘‘**RRSP**’’ means a registered retirement savings plan;

Q. ‘‘**Share Price**’’ means the price at which Shares subject to this Plan can be purchased as determined by the Board in accordance with the SPP;

R. ‘‘**Shares**’’ means the common shares in the capital of the Corporation;

S. ‘‘**Share Option Plan**’’ or ‘‘**SOP**’’ means the Share Option Plan segment of the Plan;

T. ‘‘**Share Purchase Plan**’’ or ‘‘**SPP**’’ means the Share Purchase Plan segment of the Plan;

U. ‘‘**Termination Date**’’ means the date on which a Participant ceases to be an Eligible Person;

V. ‘‘**Transfer**’’ includes any sale, exchange, assignment, gift, bequest, disposition, mortgage, charge, pledge, encumbrance, grant of security interest or other arrangement by which possession, legal title or beneficial ownership passes from one person to another, or to the same person in a different capacity, whether or not voluntary and whether or not for value, and any agreement to effect any of the foregoing;

W. ‘‘**Trustee**’’ means a person appointed by the Board to act in the capacity of trustee for the benefit of the SPP; and

X. ‘‘**Year**’’ means a fiscal year of the Corporation commencing on May 1 and ending on April 30.

Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine.

This Plan is to be governed by and interpreted in accordance with the laws of the Province of Ontario.

1.5. Shares Reserved under the Share Purchase Plan

The aggregate maximum number of Shares available for issuance from treasury under the Share Purchase Plan is nil.

1.6. Shares Reserved under the Share Option Plan

The aggregate maximum number of Shares available for issuance from treasury under the Share Option Plan is 5,300,000.

Any Shares subject to Purchase Rights under the SPP or to an Option which has been granted under the SOP and which have been cancelled or terminated in accordance with the terms of the plan without having been exercised will again be available under the respective plan.

The maximum number of Purchase Rights or Options issuable to insiders of the Corporation shall be subject to the following additional limits:

(a) the number of Purchase Rights or Shares reserved for issuance pursuant to Options granted to insiders will not exceed 10% of the outstanding issue;

(b) the issuance to insiders, within a one-year period, of a number of Options or Purchase Rights will not exceed 10% of the outstanding issue; and

(c) the issuance to any one insider and such insider's associates, within a one-year period, of a number of Shares will not exceed 5% of the outstanding issue.

(d) a majority of Options or Purchase Rights to be allocated under the Company's Plans will not be issuable to insiders of the Company;

ARTICLE 2.

SHARE PURCHASE PLAN

2.1. Grants

Subject to Section 1.5, each Eligible Person has Purchase Rights enabling purchase in each Year of that number of Shares as has a purchase price equal to or less than 10% of the Eligible Person's Base Remuneration for the Year in which the purchase is made. Notwithstanding the foregoing, any non-management director of the Corporation or any non-management director of any Affiliate of the Corporation shall have Purchase Rights enabling purchase in each Year of that number of Shares as has a purchase price equal to or less than the annual retainer for such director for the Year in which the purchase is made.

2.2. Exercise of Purchase Rights

(a) Subject to the Regulations, Purchase Rights may be exercised in whole or in part in respect of each Year, during any Open Period in that Year. Purchase Rights not exercised in any Year may not be carried forward to a future Year.

(b) To exercise a Purchase Right, an Eligible Person must complete, execute and deliver to the Corporation a Purchase Right Exercise Agreement in the form of Schedule ‘‘A’’ (as the same may be amended from time to time by the Regulations). When signed by the Corporation, the Purchase Right Exercise Agreement will govern the exercise of Purchase Rights by an Eligible Person.

(c) No fractional Shares may be issued and the Board may determine the manner in which fractional Share value will be treated.

2.3. Purchase Price

The Board will establish the Share Price for each Open Period on the basis of the simple average of the high and low trading prices of the Shares on the market with the largest trading volume of the Shares on the five consecutive trading days preceding the first day of that Open Period. If there is no trading on any of those five days, the price for any relevant day will be the weighted average of the bid and ask prices on the five consecutive days preceding the first day of the Open Period. At the discretion of the Board, the Share Price may be established at the market price less a discount fixed by the Board from time to time to a maximum discount of 10%.

If a discount is to be applied, the Board will use reasonable efforts to make its decision and announce it to all Eligible Persons prior to the commencement of the next relevant Open Period.

2.4. Issuance, Purchase of Shares

Shares purchased under the SPP may, subject to Section 1.5, be issued from treasury or, subject to applicable law, previously issued Shares may be purchased by the Trustee in the open market. In the event that there are not enough Shares available to satisfy the requirements of the SPP, Shares shall be allocated in such manner as the Board may determine.

2.5. Payment of Purchase Price

Subject to the Regulations, the Share Price for each Share purchased under a Purchase Right must be paid either: (a) in full by bank draft or certified cheque tendered by a Participant with the Purchase Right Exercise Agreement; or (b) for Participants other than directors of the Corporation who are not full-time employees of the Corporation, by deduction from amounts to be paid to the Participant by the Corporation or any of its Affiliates provided that the Participant has given a written direction to the Corporation in the Purchase Right Exercise Agreement. Upon receipt of payment in full, but subject to the terms of the Plan, a certificate representing the number of fully paid Shares in respect of which the Purchase Right has been exercised will be duly issued and delivered in the Participant’s name or as directed under Section 2.7

2.6. Rights of Participants Regarding Shares Not Fully Paid For

(a) If a Participant exercises Purchase Rights and elects to pay for the Shares by deduction of amounts to be paid by the Corporation or an Affiliate to that Participant (the ‘‘Instalment Plan’’), the Corporation will deduct substantially equivalent amounts from each payment so that the full amount of the purchase price will be paid by the Participant by the end of the period specified in the Regulations to the Plan as the applicable instalment period (the ‘‘Instalment Period’’), provided that the Participant continues to be an Eligible Person throughout the Instalment Period.

(b) Provided there is acceptance by the Corporation of the Participant’s exercise of the Purchase Right selecting the Instalment Plan, the Corporation will direct that the Shares be purchased for the benefit of the Participant and the certificates representing such Shares be delivered to the Trustee. The Trustee will hold the Participant’s Shares in the Trustee’s name until they are paid for in full by the Participant. While the Shares are held by the Trustee, they will not be voted and dividends received on the Shares will be held by the Trustee.

(c) If the Shares are paid for in full by the Participant within the applicable Instalment Period and the Participant continues to be an Eligible Person, the certificates representing such Shares will, subject to the Regulations, be delivered in the name of the Participant, the Participant’s RRSP or the Participant’s Holding Company, as directed under Section 2.7, and any dividends relating to such Shares arising during the Instalment Period will be paid to the Participant, the Participant’s RRSP or the Participant’s Holding Company, as the case may be, without interest.

(d) If a Participant ceases to be an Eligible Person prior to the expiry of an applicable Instalment Period, then subject to any other rights which the Participant may have as articulated in the Regulations, the Corporation will refund to the Participant all amounts deducted pursuant to the Instalment Plan during such Instalment Period and the Participant will have no further right to such Shares.

2.7. Transfer to Participant’s RRSP or Holding Company

Notwithstanding any other provision of the Plan, an Eligible Person may, upon so indicating in the Purchase Right Exercise Agreement, direct that any Share or any interest in such Share to be acquired by exercise of a Purchase Right hereunder to be issued to: (i) an RRSP established by and for the sole benefit of the Eligible Person; or (ii) a Holding Company of such Eligible Person.

2.8. Termination, Retirement, Death, Departure or Ceasing to be an Eligible Person

(a) If a Participant ceases to be an Eligible Person for any reason whatsoever other than death, the Participant, the Participant’s RRSP or the Participant’s Holding Company may, within 30 days thereafter, complete the purchase of Shares pursuant to Purchase Rights exercised previously, but the Participant may not, after the Termination Date, exercise any additional Purchase Right. Without limitation, and for greater certainty only, this subsection (a) will apply regardless of whether the Participant was dismissed with or without cause and regardless of whether the Participant received compensation in respect of dismissal or was entitled to a period of notice of termination which would otherwise have permitted additional Purchase Rights to be exercised by the Participant (or the payment for Shares to be deferred over a longer period).

(b) If a Participant dies, the provisions of subsection (a) will apply, but the payment period will be 180 days after the Participant's death rather than 30 days after the Termination Date.

2.9. Share Depletion Notice

The Secretary of the Corporation will review the number of Shares available for purchase pursuant to the SPP prior to each Open Period to estimate whether the exercise of all Purchase Rights during the next Open Period would be likely to exhaust the remaining Shares available for purchase. If so, the Secretary will send a notice (the ''Share Depletion Notice'') to each Eligible Person advising the Eligible Person that, effective as of the beginning of the next Open Period, all Purchase Rights for that Open Period will be honoured by the Corporation on a pro rata basis until the Shares available for purchase are exhausted. If at any time during a Year the Secretary of the Corporation determines that the number of Shares available for purchase under the Plan will likely be exhausted before the end of the Year and the Share Depletion Notice has not yet been given, the Secretary will give the Share Depletion Notice immediately. All Eligible Persons will be subject to the limitations established by a Share Depletion Notice whether or not, and whenever, notice was given.

ARTICLE 3.

SHARE OPTION PLAN

3.1. Grants

Subject to this SOP, the Board will have the authority to determine the limitations, restrictions and conditions, if any, in addition to those set out in this SOP, applicable to the exercise of an Option, including, without limitation, the nature and duration of the restrictions, if any, to be imposed upon the sale or other disposition of Shares acquired upon exercise of the Option, and the nature of the events, if any, and the duration of the period in which any Participant's rights in respect of Shares acquired upon exercise of an Option may be forfeited. An Eligible Person, an Eligible Person's RRSP and an Eligible Person's Holding Company may receive Options on more than one occasion under this SOP and may receive separate Options on any one occasion.

Subject to the Regulations, the aggregate number of securities available for issuance under the SOP to any one person together with any RRSP of which that person is an annuitant, or Holding Company of that person will be 5% of the Shares outstanding at the time of the grant (on a non-diluted basis), or such lesser number as may be required by applicable regulatory authorities from time to time.

3.2. Exercise of Options

(a) Options granted must be exercised no later than 10 years after the date of grant or such lesser period as the applicable grant or Regulations may require.

(b) The Board may determine when any Option will become exercisable and may determine that the Option will be exercisable in instalments.

(c) No fractional Shares may be issued and the Board may determine the manner in which fractional Share value will be treated.

(d) Not less than 100 Shares may be purchased at any one time except where the remainder totals less than 100.

3.3. Option Price

The Board will establish the exercise price of an Option at the time each Option is granted on the basis of the closing market price of the Shares on the market with the highest closing price on the last trading date preceding the date of the grant. If there is no trading on that date, the exercise price will be the weighted average of the bid and ask prices on the five consecutive trading days preceding the date of the grant.

3.4. Grant to Participant's RRSP or Holding Company

Upon written notice from the Participant, any Option that might otherwise be granted to that Participant, will be granted, in whole or in part, to an RRSP or a Holding Company established by and for the sole benefit of the Participant.

3.5. Termination, Retirement, Death, Departure or Ceasing to be an Eligible Person

(a) If a Participant ceases to be an Eligible Person for any reason whatsoever, other than death and termination with cause, each Option held by the Participant, the Participant's RRSP or the Participant's Holding Company will cease to be exercisable within a period of 30 days after the Termination Date or such longer period as determined by the Board, and, for greater certainty, such determination may be made at any time subsequent to the date of grant of the Options, provided that no Option shall remain outstanding for any period which exceeds the lesser of (i) the expiry date of such Option; and (ii) one year following termination of a non-management director of the Corporation or a non-management director of any Affiliate of the Corporation or a Consultant, or three years following termination of all other Eligible Persons. The Board may delegate authority to the Chief Executive Officer, the President and/or the Chief Financial Officer of the Corporation to make any determination with respect to the expiry or termination date of Options held by any departing Participant, other than a departing non-management director. If any portion of an Option has not vested on the Termination Date, the Participant, the Participant's RRSP or the Participant's Holding Company may not exercise such portion of an Option which has not vested after the Termination Date, provided that the Board may determine, and, for greater certainty, such determination may be made at any time subsequent to the date of grant of the Options, that such portion of the Option vests automatically or pursuant to a vesting schedule determined by the Board. The Board may delegate authority to the Chief Executive Officer, the President and/or the Chief Financial Officer to make any determination with respect to vesting of Options or any portion thereof held by any departing Participant, other than a departing non-management director. Without limitation, and for greater certainty only, this subsection (a) will apply regardless of whether the Participant received compensation in respect of dismissal or was entitled to a period of notice of termination which would otherwise have permitted a greater portion of the Option to vest in the Participant or the Participant's RRSP or the Participant's Holding Company, and only if the Participant is terminated without cause. If the Participant is terminated with cause, the Options will immediately terminate.

(b) If a Participant dies, the legal representatives of the Participant may exercise the Options held by the Participant, the Participant's RRSP and the Participant's Holding Company within 180 days after the date of the Participant's death or such longer period as determined by the Board, and, for greater certainty, such determination may be made at any time subsequent to the date of grant of the Options, provided that no Option shall remain outstanding for any period which exceeds the lesser of (i) the expiry date of such Option; and (ii) one year following the death of a Participant, but only to the extent the Options were by their terms exercisable on the date of death, provided that the Board may determine, and, for greater certainty, such determination may be made at any time subsequent to the date of grant of the Options, that such portion of the Option vests automatically or pursuant to a vesting schedule determined by the Board. The Board may delegate authority to the Chief Executive Officer, the President and/or the Chief Financial Officer to make any determination with respect to the expiry or termination date of Options or vesting of Options or any portion thereof held by any deceased Participant, other than a deceased non-management director.

3.6. Option Agreements

Each Option must be confirmed, and will be governed, by an agreement (an ''Option Agreement'') in the form of Schedule ''B'' (as the same may be amended from time to time by the Regulations) signed by the Corporation and the Participant or an RRSP of which the Participant is an annuitant or the Participant's Holding Company.

3.7. Payment of Option Price

The exercise price of each Share purchased under an Option must be paid in full by bank draft or certified cheque at the time of exercise, and upon receipt of payment in full, but subject to the terms of this Plan, the number of Shares in respect of which the Option is exercised will be duly issued as fully paid and non-assessable.

3.8. Amendment of Option Terms

With the consent of any applicable regulatory authorities (as required) and the Participant affected thereby, the Board may amend or modify any outstanding Option in any manner to the extent that the Board would have had the authority to initially grant the award as so modified or amended, including without limitation, to change the date or dates as of which, or the price at which, an Option becomes exercisable.

ARTICLE 4.

GENERAL

4.1. Right to Terminate Purchase Rights and Options on Sale of Corporation

Notwithstanding any other provision of this Plan, If:

(i) a transaction would result in a change in ownership (beneficial or otherwise) of the voting securities of the Corporation carrying more than 66 2/3% of the votes attached to all of the outstanding shares of the Corporation, which transaction is consummated, other than by issuance of securities from the Corporation's treasury or conversion of convertible securities,

(ii) a transaction would result in the sale or transfer of all or substantially all of the assets of the Corporation, which transaction is consummated, or

(iii) the Board of Directors of the Corporation adopts a resolution to the effect that, for the purposes of this Plan, a "change in control" of the Corporation has occurred or will occur,

then the Board shall, with appropriate notice, declare that each outstanding Option shall be automatically vested and exercisable in full for a period of at least thirty (30) days, unless otherwise extended by the Board.

4.2. Prohibition on Transfer of Purchase Rights and Options

Purchase Rights and Options are personal to each Eligible Person. No Eligible Person or RRSP or Holding Company of an eligible person may deal with any Purchase Rights or Options or any interest in them or Transfer any Purchase Rights or Options now or hereafter held by the Eligible Person or RRSP or Holding Company except in accordance with the Plan. If a Participant's Holding Company ceases to be owned and controlled by the Participant, such Participant will be deemed to have Transferred any Purchase Rights or Options held by such holding company. A purported Transfer of any Purchase Rights or Options in violation of the Plan will not be valid and the Corporation will not issue any Share upon the attempted exercise of improperly Transferred Purchase Rights or Options.

4.3. Capital Adjustments

If there is any change in the outstanding Shares by reason of a stock dividend or split, recapitalization, consolidation, combination or exchange of shares, or other fundamental corporate change, the Board will make, subject to any prior approval required of relevant stock exchanges or other applicable regulatory authorities, if any, an appropriate substitution or adjustment in (i) the Share Price or any purchase price of any unexercised Purchase Rights under the SPP or the exercise price of any unexercised Options under the SOP; (ii) the number or kind of shares or other securities reserved for issuance pursuant to this Plan; and (iii) the number and kind of shares subject to unexercised Purchase Rights theretofore granted under the SPP and in the purchase price of those shares or subject to unexercised Options theretofore granted under the SOP, and in the exercise price of those unexercised Options; provided, however, that no substitution or adjustment will obligate the Corporation to issue or sell fractional shares. In the event of the reorganization of the Corporation or the amalgamation or consolidation of the Corporation with another corporation, the Board may make such provision for the protection of the rights of Eligible Persons, Participants, their RRSP's and their Holding Companies as the Board in its discretion deems appropriate. The determination of the Board, as to any adjustment or as to there being no need for adjustment, will be final and binding on all parties.

4.4 Non-Exclusivity

Nothing contained herein will prevent the Board from adopting other or additional compensation arrangements for the benefit of any Eligible Person or Participant, subject to any required regulatory or shareholder approval.

4.5. Amendment and Termination

(a) The Board may amend, suspend or terminate this Plan or any portion thereof at any time in accordance with applicable legislation, and subject to any required regulatory or shareholder approval. Subject to Section 4.1, no amendment, suspension or termination will alter or impair any Purchase Rights under the SPP or Options under the SOP, or any rights pursuant thereto, granted previously to any Participant, the Participant's RRSP or the Participant's Holding Company without the consent of that Participant.

(b) If this Plan is terminated, the provisions of this Plan and any administrative guidelines, and other rules and Regulations adopted by the Board and in force at the time of this Plan, will continue in effect as long as any

Purchase Rights under the SPP or Options under the SOP or any rights pursuant thereto remain outstanding. However, notwithstanding the termination of the Plan, the Board may make any amendments to the Plan or the Purchase Rights or Options it would be entitled to make if the Plan were still in effect.

4.6. Compliance with Legislation

The Board may postpone or adjust any exercise of any Purchase Right or any Option or the issue of any Shares pursuant to this Plan as the Board in its discretion may deem necessary in order to permit the Corporation to effect or maintain registration of this Plan or the Shares issuable pursuant thereto under the securities laws of any applicable jurisdiction, or to determine that the Shares and this Plan are exempt from such registration. The Corporation is not obligated by any provision of this Plan or any grant hereunder to sell or issue Shares in violation of any applicable law. In addition, if the Shares are listed on a stock exchange, the Corporation will have no obligation to issue any Shares pursuant to this Plan unless the Shares have been duly listed, upon official notice of issuance, on a stock exchange on which the Shares are listed for trading.

4.7. Effective Date

This Plan will become effective on the date upon which the Corporation's shareholders approved the Plan, being December 10, 1999.

SCHEDULE ‘‘A’’

ONX ENTERPRISE SOLUTIONS INC.

PURCHASE RIGHT EXERCISE AGREEMENT

TO: OnX Enterprise Solutions Inc. (the ‘‘Corporation’’) and its Affiliates (collectively, ‘‘OnX")

RE: Purchase of Common Shares (the ‘‘Shares’’) of the Corporation pursuant to the Share Purchase Plan (‘‘SPP’’) segment of the Corporation’s Share Compensation Plan (the ‘‘Plan’’)

NOTE: Any Eligible Person who wishes to purchase Shares through their RRSP or Holding Company should consult their tax advisor prior to doing so.

I hereby exercise my right to purchase _______ Shares at the Share Price in effect for the current Open Period in accordance with the SPP.

I understand that I may change the number of Shares to be purchased only in accordance with the SPP and only by submitting to the Corporation another copy of this form with the new number of Shares.

I agree to pay for the Shares allocated to me as follows **[Check (A) or (B)]**:

(A) ☐ by bank draft or certified cheque (or other foreign equivalent), which is attached to this Agreement: or

(B) ☐ I hereby authorize the Corporation (or appropriate Affiliate) to deduct from each payment on account of my Base Remuneration during the Year in which the purchase is made and during the following Year (if the Regulations so provide), the substantially equivalent amounts required to pay for my Shares by the end of the period specified in the Regulations to the Plan (the ‘‘Instalment Period’’).

I hereby direct you to register the Shares purchased under this Agreement in the name of ____ **[Either your name or the name of the trustee of your registered retirement savings plan (‘‘RRSP’’) or in the name of a corporation owned and controlled by you (‘‘Holding Company’’].**

I agree that no Share will be issued to me, my RRSP or my Holding Company until the purchase price for all Shares subscribed for pursuant to this Agreement has been paid in full, that this Agreement will terminate immediately after I cease to be an Eligible Person and that no further Shares may be purchased by me or my RRSP or my Holding Company after the date on which I cease to be an Eligible Person except as may be provided in the Plan. Subject to any other rights which I may have pursuant to the Regulations, any cash balance remaining on account of proposed purchases of Shares that cannot be completed because I have ceased to be an Eligible Person will be refunded to me.

All capitalized terms used in this Agreement and not otherwise defined have the meaning given to them in the Plan.

Signature: ____________________________

Address: ____________________________

Date: ____________________________

Witness: ____________________________

Witness Name: ____________________________
(Printed)

Corporation to Complete

Date: _________________________

1) Employee or Consultant

Base Remuneration:____________________________________

Purchase Price of Shares as a Percentage of Base Remuneration (not to exceed 10%, less percentage applicable to any other purchases in same Year): ________________________________

2) Director of Corporation or Affiliate of Corporation

Annual Retainer: _______________________

Purchase Price of Shares as a Percentage of Annual Retainer (not to exceed 100% of Annual Retainer, less percentage applicable to any other purchases in same Year): ______________

Processed by the Corporation the

____day of ________, 20__.

By: _______________________________

SCHEDULE ''B''

ONX ENTERPRISE SOLUTIONS INC.
155 Commerce Valley Drive
Thornhill, Ontario
L3T 7T2

[Date]

PERSONAL & CONFIDENTIAL

[Name]

[Address]

Dear:

The Share Option Plan as set out in the Corporation's Share Compensation Plan (the ''Plan'') permits the Board of Directors to grant options to officers, employees and others whose contribution to the Corporation is significant. In recognition of your contribution to the Corporation and in order to permit you to share in enhanced values that you will help to create, the Board is pleased to grant to you an option (the ''Option'') to purchase Common Shares (the ''Shares'') of the Corporation. This Option is granted on the basis set out in this letter, and is subject to the Plan, a copy of which is attached. This letter and the Plan are referred to collectively below as the ''Option Documents''. All capitalized terms not otherwise defined are to bear the meaning attributed to them in the Plan.

The total number of Shares that you may purchase pursuant to this Option is: ____

The option exercise price per Share is: ____

Your rights to purchase Shares will vest and expire as follows:

Vesting Date	%	Expiry Date

Subject to earlier expiration in accordance with the Option Documents, your rights to purchase Shares pursuant to this option will expire with respect to any vested portion at 11:59 p.m. on the expiry date set out above for such vested Options.

This Option may be exercised in whole or in part in respect of vested Options at any time prior to expiry of the relevant Options, by delivery of written notice to the Corporation's head office to the attention of the Secretary of the Corporation, specifying the number of Shares to be purchased, accompanied by payment by bank draft or certified cheque of the total purchase price of the Shares. This Option may not be exercised in amounts of less than 100 Shares in the case of any one exercise unless that exercise would entirely exhaust the Option.

Nothing in the Option Documents will affect our right to terminate your services, responsibilities, duties and authority at any time for any reason whatsoever. Regardless of the reason for your termination, your Option rights will be restricted to those Option rights which have vested on or prior to your date of termination and, in any claim for wrongful dismissal or breach of contract, no consideration will be given to any Options that might have vested during an appropriate notice period or as a result of additional compensation you may receive in place of that notice period.

All decisions made by the Board with regard to any questions arising in connection with the Option Documents, whether of interpretation or otherwise, will be binding and conclusive on all parties.

The Option rights granted to you are personal and may not be sold, pledged, transferred or encumbered in any way. There are restrictions on the transfer of Shares issued to you pursuant to the Plan. Complete details of the restrictions referred to in this letter are set out in the Plan.

Please acknowledge acceptance of your Option rights on these terms by signing where indicated below on the enclosed copy of this letter and returning the signed copy to the Corporation to the attention of the Secretary. By signing and delivering this copy, you are acknowledging receipt of a copy of the Plan and are agreeing to be bound by all of the terms of the Option Documents.

Yours truly,

ONX ENTERPRISE SOLUTIONS INC.

By: ___________________________________

I have read and agree to be bound by this letter.

Signature: ___________________________

Address: ___________________________

Witness: ___________________________

Witness Name:
(Printed)

Note: Letter to be revised if options granted to RRSP or Holding Company.

ONX ENTERPRISE SOLUTIONS INC.

SHARE COMPENSATION PLAN

REGULATIONS

1. In these Regulations, words defined in this Plan and not otherwise defined herein will have the same meaning as set forth in this Plan.

2. A Participant will cease to be an Eligible Person on earliest of:

   (a) the date of the Participant's termination, retirement or cessation of employment with or engagement by the Corporation or any of its Affiliates;

   (b) the date of the Participant's death; and

   (c) the date on which the Participant otherwise fails to meet the criteria set forth under the definition of an Eligible Person.

   For greater certainty, a Consultant will cease to be an Eligible Person if the services of any key individual referred to in the Consultant's contract are no longer available to the Corporation as required by the contract.

3. Subject to the SPP and to any determination to the contrary by the Board from time to time, Purchase Rights may be exercised by the delivery to the Secretary of the Corporation of a duly completed Purchase Right Exercise Agreement in the form of Schedule ''A'', as the same may be amended from time to time.

4. Unless otherwise determined by the Board, Open Period will mean the ten business day period commencing one day after public disclosure of the Corporation's year end financial statements.

5. In the event the Board determines that the purchase price for Shares shall include a discount from market price, no Participant may deal with any Share or any interest in it or Transfer any Share now or hereafter held by the Participant, the Participant's RRSP or the Participant's Holding Company for a period of 12 months from the date of purchase of such Shares. For the purposes of this regulation, Participants who have purchased Shares, either (i) by bank draft or certified cheque or (ii) under the Instalment Plan, shall be deemed to have purchased their Shares on the last date of the Open Period during which the Participant exercised their Purchase Rights, pursuant to a Purchase Right Exercise Agreement.

6. (a) Unless otherwise determined by the Board, non-management directors of the Corporation and/or its affiliates who have exercised Purchase Rights to purchase Shares shall not be eligible to participate in the Instalment Plan, and shall pay for their Shares by bank draft or certified cheque.

(b) Until otherwise determined by the Board, if a Participant (other than a non-management director of the Corporation and/or an affiliate of the Corporation) who has exercised Purchase Rights to purchase Shares elects to pay for the Shares in accordance with the Instalment Plan, the Corporation (or the applicable Affiliate) will deduct substantially equivalent amounts from payments to the Participant so that the full amount of the purchase price will be paid by the Participant by the end of the twelfth month following the last day of the month of the Open Period during which the Participant exercised those Purchase Rights (the ''Instalment Period''). For example, if a Participant exercises Purchase Rights during an Open Period in November 1999, the deductions will be calculated such that the purchase price for the Shares will have been paid in full by November 2000.

(c) Until otherwise determined by the Board, if a Participant (other than a non-management director of the Corporation and/or an affiliate of the Corporation) elects to use the Payroll Plan and ceases to be an Eligible Person prior to the expiry of the Instalment Period, the Participant will have the right to promptly elect either to:

   (i) pay in full, the total balance outstanding to the Corporation for the purchase of all Shares, as specified in the Participant's Purchase Right Exercise Agreement, within thirty (30) days after the date on which the Participant ceased to be an Eligible Person; or

   (ii) terminate the Purchase Right Exercise Agreement, in which case the Corporation (or the applicable Affiliate) will refund all amounts which have been deducted from payments made to the Participant in accordance with the Instalment Plan to date on account of the purchase of Shares pursuant to the Purchase Right Exercise Agreement.

In absence of an election within ten (10) days of the Termination Date, a Participant shall be deemed to have elected option (ii). If the Shares prescribed by the Participant had been issued from treasury rather than prescribed in the market, and the Participant does not pay in full, the shares will be returned to the Corporation and cancelled.

7. If the legal representative of a Participant who has died exercises the Purchase Rights of the Participant or the Participant's RRSP or the Participant's Holding Company in accordance with the terms of the SPP, or the Option of the Participant or the Participant's RRSP or the Participant's Holding Company in accordance with the terms of the SOP, the Corporation will have no obligation to issue the Shares until evidence satisfactory to the Corporation has been provided by the legal representative that the legal representative is entitled to act on behalf of the Participant or his RRSP or Holding Company to purchase the Shares under this Plan.

8. Share certificates representing the number of Shares in respect of which the Purchase Right under the SPP has been exercised will be issued only upon payment in full of the relevant purchase price. Share certificates representing the number of Shares in respect of which the Option has been exercised will be issued only upon payment in full of the relevant exercise price to the Corporation. These share certificates will be held for safekeeping by the Secretary of the Corporation, unless the Participant directs the Secretary otherwise.