UNDERWRITING AGREEMENT

December 2, 2003

Workbrain Corporation
250 Ferrand Drive
Suite 1200
Toronto, Ontario
M3C 3G8

The undersigned, RBC Dominion Securities Inc., CIBC World Markets Inc., National Bank Financial Inc., Griffiths McBurney & Partners and Sprott Securities Inc. (collectively, the "Underwriters" and each individually an "Underwriter") understand that Workbrain Corporation (the "Corporation") proposes to issue and sell to the Underwriters 2,860,000 common shares of the Corporation (the "Purchased Shares"), which Purchased Shares shall have the material attributes described in and contemplated by the Final Prospectus (as defined below) dated December 3, 2003.

The Underwriters propose to distribute the Purchased Shares in Canada pursuant to the Final Prospectus (as defined below) and in the United States on a private placement basis (as defined below), all in the manner contemplated by this Agreement.

Based on the foregoing, and subject to the terms and conditions contained in this Agreement, the Underwriters severally, in respect of the percentages set forth in paragraph 16 of this Agreement, and not jointly, agree to purchase from the Corporation, and by its acceptance hereof, the Corporation agrees to sell to the Underwriters, the Purchased Shares on the Closing Date (as defined below) at a price of $14.00 per share for all but not less than all of the Purchased Shares (the "Purchase Price").

The Corporation also proposes to issue and sell to the Underwriters not more than an additional 429,000 common shares (the "Additional Shares") if and to the extent that RBC Dominion Securities Inc. shall have determined to exercise, on behalf of the Underwriters, the right to purchase such shares. The Underwriters shall have a one-time right to purchase, severally and not jointly, the Additional Shares from the Corporation on the same basis as the Purchased Shares. If RBC Dominion Securities Inc., on behalf of the Underwriters, elects to exercise such option, RBC Dominion Securities Inc. shall notify the Corporation in writing not later than 30 days from the Closing Date, which notice shall specify the number of Additional Shares to be purchased by the Underwriters and the date on which such shares are to be purchased. Such date may be the same as the Closing Date but not earlier than the later of (1) the Closing Date and (2) five Business Days after the date of such notice, nor later than seven Business Days after the date of such notice. Additional Shares may be purchased solely for the purpose of covering overallotments made in connection with the offering of the Purchased Shares and for market stabilization purposes. If any Additional Shares are purchased, each Underwriter agrees, severally and not jointly, to purchase the percentage of such Additional Shares (subject to such adjustments to eliminate fractional shares as RBC Dominion Securities Inc. may determine) equal to the percentage set out opposite the name of such Underwriter in paragraph 16 of this Agreement.

The Purchased Shares and the Additional Shares are hereinafter collectively referred to as the "Shares".

In consideration of the Underwriters' agreement to purchase the Shares which will result from the acceptance by the Corporation of this offer and in consideration of the services to be rendered by the Underwriters in connection therewith, the Corporation agrees to pay to the Underwriters a fee of $0.84 per share (the "Underwriting Fee"). Such fee shall be due and payable at the Closing Time (as defined below) against payment for the Purchased Shares.

DEFINITIONS

In this Agreement:

"1933 Act" means the United States Securities Act of 1933, as amended, and "Rule 144A" means Rule 144A under the 1933 Act;

"1934 Act" means the United States Securities Exchange Act of 1934, as amended;

"ABS" has the meaning given to it in paragraph 4(d)(viii);

"Additional Shares" has the meaning given to it above;

"Affiliate", "**distribution"**, "**material change"**, "**material fact"**, **"misrepresentation"**, and **"subsidiary"** have the respective meanings given to them in the *Securities Act* (Ontario);

"Agreement" means the agreement resulting from the acceptance by the Corporation of the offer made by the Underwriters by this letter;

"Business Day" means any day, other than a Saturday or Sunday, on which the Royal Bank of Canada in Toronto is open for commercial banking business during normal banking hours;

"Canadian Securities Laws" means all applicable securities laws in each of the Qualifying Provinces and the respective rules, regulations, blanket orders and blanket rulings under such laws together with applicable published policies, policy statements and notices having the force of law of the securities regulatory authorities in the Qualifying Provinces;

"Canadian Securities Regulators" means the applicable securities commission or securities regulatory authority in each of the Qualifying Provinces;

"Claim" has the meaning given to it in paragraph 12(b);

"Closing" means the completion of the issue and sale by the Corporation of the Purchased Shares and the purchase by the Underwriters of the Purchased Shares pursuant to this Agreement;

"Closing Date" means December 11, 2003 or such other date as the Corporation and the Underwriters may agree upon in writing or as may be changed pursuant to paragraph 4(f) but in any event shall not be later than January 13, 2004;

"Closing Time" means 8:00 a.m. (Toronto time) on the Closing Date;

"Conversion Agreement" has the meaning given to it in paragraph 4(d)(viii);

"Corporation" has the meaning given to it above;

"Edgestone" has the meaning given to it in paragraph 4(d)(viii);

"Final Prospectus" means the (final) long form prospectus (in both the English and French languages unless the context indicates otherwise), prepared by the Corporation and relating to the distribution of the Shares and for which an MRRS decision document has been issued by the Ontario Securities Commission on its own behalf and on behalf of each of the other Canadian Securities Regulators;

"Financial Information" has the meaning given to it in paragraph 4(a)(iv);

"Indemnified Party" has the meaning given to it in paragraph 12(a);

"Material Subsidiaries" means Workbrain, Inc. (Ontario), Workbrain, Inc. (Delaware), Workbrain Limited (U.K.), Schedulebrain, Ltd. (Delaware), Schedulebrain Inc. (Ontario) and Workbrain International Ltd. (Ontario);

"NP 43-201" means National Policy 43-201 adopted by the Canadian Securities Regulators and its related memorandum of understanding;

"notice" has the meaning given to it paragraph 21;

"Option Closing Date" has the meaning given to it in paragraph 7;

"Preliminary Prospectus" means the preliminary long form prospectus (in both the English and French languages unless the context indicates otherwise) prepared by the Corporation relating to the distribution of the Shares;

"Prospectus" means, collectively, the Preliminary Prospectus and the Final Prospectus;

"Prospectus Amendment" means any amendment to the Preliminary Prospectus or the Final Prospectus;

"Purchase Price" has the meaning given to it above;

"Purchased Shares" has the meaning given to it above;

"Qualifying Provinces" means all of the provinces of Canada;

"Selling Firm" has the meaning given to it in paragraph 3(a);

"Underwriter" and "**Underwriters"** have the respective meanings given to them above; and

"Underwriting Fee" has the meaning given to it above.

Unless otherwise expressly provided in this Agreement, words importing only the singular number include the plural and vice versa and words importing gender include all genders.

All references to dollars or "$" are to Canadian dollars unless otherwise expressed.

TERMS AND CONDITIONS

1. Compliance With Securities Laws

The Corporation represents and warrants to, and covenants and agrees with, the Underwriters that the Corporation has prepared and filed the Preliminary Prospectus and has obtained pursuant to NP 43-201 an MRRS decision document evidencing the issuance by the Canadian Securities Regulators of receipts for the Preliminary Prospectus and other related documents in respect of the proposed distribution of the Shares. The Corporation has prepared and will promptly, in any event no later than the second Business Day after the execution and delivery of this Agreement, file the Final Prospectus and will obtain pursuant to NP 43-201 an MRRS decision document evidencing the issuance by the Canadian Securities Regulators of receipts for the Final Prospectus in accordance with NP 43-201 and other related documents in respect of the proposed distribution of the Shares. The Corporation will promptly and in any event no later than the second Business Day after the execution and delivery of this Agreement, fulfil and comply with, to the satisfaction of the Underwriters, acting reasonably, the Canadian Securities Laws required to be fulfilled or complied with by the Corporation to enable the Shares to be lawfully distributed to the public in the Qualifying Provinces through the Underwriters or any other investment dealers or brokers registered as such in the Qualifying Provinces.

2. Due Diligence

Prior to the filing of the Preliminary Prospectus and the Final Prospectus, the Corporation shall have permitted the Underwriters to review each of the Preliminary Prospectus and Final Prospectus and shall allow the Underwriters to conduct any due diligence investigations which each of them reasonably requires in order to fulfil its obligations as an underwriter under the Canadian Securities Laws and in order to enable it to responsibly execute the certificate in the Preliminary Prospectus and the Final Prospectus required to be executed by it.

3. Distribution and Certain Obligations of the Underwriters

(a) The Underwriters shall, and shall require any investment dealer or broker, other than the Underwriters, with which the Underwriters have a contractual relationship in respect of the distribution of the Shares (a "Selling Firm"), to comply with the Canadian Securities Laws in connection with the distribution of the Shares and shall offer the Shares for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Prospectus and this Agreement. The Underwriters shall, and shall require any Selling Firm, to offer

for sale to the public and sell the Shares only in those jurisdictions where they may be lawfully offered for sale or sold.

(b) The Underwriters shall, and shall require any Selling Firm to agree to, distribute the Shares in a manner which complies with and observe all applicable laws and regulations (including Rule 144A) in each jurisdiction into and from which they may offer to sell the Shares or distribute the Prospectus or any Prospectus Amendment in connection with the distribution of the Shares and will not, directly or indirectly, offer, sell or deliver any Shares or deliver the Prospectus or any Prospectus Amendment to any person in any jurisdiction other than in the Qualifying Provinces except in a manner which will not require the Corporation to comply with the registration, prospectus, filing or other similar requirements under the applicable securities laws of such other jurisdictions.

(c) For the purposes of this paragraph, the Underwriters shall be entitled to assume that the Shares are qualified for distribution in any Qualifying Province where a receipt or similar document for the Prospectus shall have been obtained from the applicable securities commission following the filing of the Prospectus.

(d) The Corporation and the Underwriters agree that Schedule A to this Agreement, entitled "Sales in the United States", is incorporated by reference in and shall form part of this Agreement.

4. Delivery of Documents

(a) **Deliveries on Filing**

On or prior to the day of the filing of the Final Prospectus, the Corporation shall deliver to each of the Underwriters:

(i) a copy of the Preliminary Prospectus and the Final Prospectus in the English language signed and certified as required by the Canadian Securities Laws in the Qualifying Provinces other than Quebec;

(ii) a copy of the Preliminary Prospectus and the Final Prospectus in the French language signed and certified as required by the Canadian Securities Laws applicable in Quebec;

(iii) a copy of any other document required to be filed by the Corporation under the Canadian Securities Laws;

(iv) opinions of Osler, Hoskin & Harcourt LLP, dated the date of the Preliminary Prospectus and the date of the Final Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters, the Corporation, the Corporation's counsel and the directors of the Corporation, to the effect that the French language version of each of the Preliminary Prospectus and the Final Prospectus, except for the sections entitled "Summary Consolidated Financial Information", "Selected Consolidated

Financial Information", "Management's Discussion and Analysis", "Selected Consolidated Quarterly Financial Information", "Consolidated Capitalization", the index to the financial statements, the consolidated financial statements of the Corporation and Workforce Logistics Inc., the pro forma consolidated statements of operations of Corporation, the notes to such statements and the related auditors' report on such statements (collectively, the "Financial Information"), as to which no opinion need be expressed by such counsel, is, in all material respects, a complete and proper translation of the English language version thereof;

(v) opinions of KPMG LLP dated the date of the Preliminary Prospectus and the date of the Final Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters, the Corporation, their respective counsel and the directors of the Corporation, to the effect that the French language version of the Financial Information contained in the Preliminary Prospectus and the Final Prospectus is, in all material respects, a complete and proper translation of the English language version thereof; and

(vi) a "long-form" comfort letter of KPMG LLP, dated the date of the Final Prospectus (with the requisite procedures to be completed by such auditors within two Business Days of the date of the such letter), in form and substance satisfactory to the Underwriters, addressed to the Underwriters and the directors of the Corporation, in form and substance satisfactory to the Underwriters, acting reasonably, with respect to certain financial and accounting information relating to the Corporation in the Final Prospectus, which letter shall be in addition to the auditors' report contained in the Final Prospectus and the auditors' comfort letters addressed to the Canadian Securities Regulators.

(b) **Prospectus Amendments**

In the event that the Corporation is required by Canadian Securities Laws to prepare and file a Prospectus Amendment, the Corporation shall prepare and deliver promptly to the Underwriters signed and certified copies of such Prospectus Amendment in the English and French language. Any Prospectus Amendments shall be in form and substance satisfactory to the Underwriters, acting reasonably. Concurrently with the delivery of any Prospectus Amendments, the Corporation shall deliver to the Underwriters, with respect to such Prospectus Amendment, documents similar to those referred to in paragraphs 4(a)(iii), (a)(iv), (a)(v) and (a)(vi).

(c) **Representations as to Prospectus and Prospectus Amendments**

Filing of the Preliminary Prospectus, Final Prospectus and any Prospectus Amendment shall constitute a representation and warranty by the Corporation to the Underwriters that as at their respective dates and as at the date of filing:

(i) all information and statements (except information and statements relating solely to the Underwriters and provided by the Underwriters)

contained in the Preliminary Prospectus, Final Prospectus and any Prospectus Amendment are true and correct and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Shares;

(ii) no material fact or information has been omitted from such disclosure (except facts or information relating solely to the Underwriters and provided by the Underwriters) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made; and

(iii) such documents comply fully with the requirements of Canadian Securities Laws other than as to non-material matters.

Such filings shall also constitute the Corporation's consent to the Underwriters' use of the Final Prospectus and any Prospectus Amendment in connection with the distribution of the Shares in the Qualifying Provinces in compliance with this Agreement and Canadian Securities Laws.

(d) **Representations and Warranties of the Corporation**

The Corporation represents and warrants to the Underwriters that, and acknowledges that the Underwriters are relying upon such representations and warranties in purchasing the Shares, if any:

(i) the Corporation is a corporation existing under the laws of Ontario and is properly registered under the laws of all jurisdictions in which its business is carried on except where the failure to be so registered would not have a material adverse effect on the business or operations of the Corporation;

(ii) each of the Corporation's Material Subsidiaries is incorporated and validly existing under the laws of its jurisdiction of incorporation;

(iii) the Corporation has the requisite corporate power, authority and capacity to enter into this Agreement and to perform the transactions contemplated herein and each of the Corporation and its subsidiaries has the requisite corporate power, authority and capacity to own, lease and to operate its property and assets including licences or other similar rights and to carry on the business customarily carried on by it and has all the requisite corporate power and authority to carry on its business as currently carried on or as currently proposed to be carried on;

(iv) as of the date of this Agreement, the Corporation has authorized share capital consisting of (A) an unlimited number of common shares; (B) an unlimited number of Class A Preferred Shares, issuable in series; (C) 3,244,200 Class A Preferred Shares, Series I; (D) an unlimited number of Class B Preferred Shares, issuable in series; and (E)

13,664,596 Class B Preferred Shares, Series II, of which (A) 17,758,469.5 common shares; (B) 3,244,200 Class A Preferred Shares, Series I; and (C) 12,329,978.3 Class B Preferred Shares, Series II, are currently issued and outstanding;

(v) at Closing (prior to the issuance of the Purchased Shares), the authorized share capital of the Corporation shall consist of an unlimited number of common shares of which 13,333,104 common shares shall be issued and outstanding and no other class of shares shall be authorized or issued and outstanding;

(vi) no person, firm or corporation has or will have at the Closing Date any agreement or option, or right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Corporation of any unissued shares or securities of the Corporation except as otherwise referred to in the Final Prospectus;

(vii) the Corporation's articles of incorporation, as amended and restated, provide for the conversion of all of the issued and outstanding Class A Preferred Shares, Series I and Class B Preferred Shares, Series II into Common Shares on the date specified by written agreement of holders of at least 66? % of the outstanding Class B Preferred Shares, Series II;

(viii) pursuant to an agreement (the "Conversion Agreement"), dated as of November 17, 2003, between the Corporation, Edgestone Capital Venture Fund Nominee, Inc. ("Edgestone") and ABS Ventures SRL ("ABS"), Edgestone and ABS, collectively the holders of 68.53% of the outstanding Class B Preferred Shares, Series II, have agreed that each Class A Preferred Share, Series I and Class B Preferred Share, Series II shall be converted into common shares effective at Closing;

(ix) except for the amended and restated shareholders' agreement made as of April 17, 2001, as amended as of April 20, 2001 and further amended as of November 7, 2003 (the "Shareholders' Agreement") between the Corporation and its shareholders and the employee shareholders agreement, made as of December 6, 1999 between the Corporation and certain shareholders of the Corporation, the Corporation is not party to any agreement among the shareholders of the Corporation except as otherwise referred to in the Final Prospectus;

(x) other than as set out in the Prospectus, to the knowledge of the Corporation, there is no agreement in force or effect which in any manner affects or will affect the voting or control of any of the securities of the Corporation or any of its subsidiaries, other than (1) the amended and restated voting trust agreement, dated as of August 20, 2001, among Bryan Rakusin Family Trust, 439246 Ontario Inc., Dr. Wilfred Steinberg, Holdbest Ltd., Eric Slavens, Barry Cracower, Anthony F. Griffiths, Brian Legge, Amon Canadian Investments Ltd.,

ERM Investments Inc., Bryan Rakusin, Howard Tanenbaum, The Singer Family Trust, Tatham Family Holdings II Limited, Robert Beder, Alegre Corp. and 1388666 Ontario Ltd., and (2) the voting trust agreement, dated as of June 24, 2003, among Rubin Arbitman, Barry Cracower, Victor Drevnig, ERM Investments Inc., Darryl Farber, Michael Florence, Phillip Meretsky, Maureen Smyth, Bryan Rakusin and Howard Tanenbaum;

(xi) except as disclosed in the Prospectus, none of the officers or employees of the Corporation or any of its subsidiaries, any person who owns, directly or indirectly, more than 10% of any class of securities of the Corporation or securities of any person exchangeable for more than 10% of any class of securities of the Corporation, or any associate or Affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction or any proposed transaction with the Corporation or any of its subsidiaries which, as the case may be, materially affects, is material to or will materially affect the Corporation and its subsidiaries on a consolidated basis;

(xii) since December 31, 2002, there has been no material adverse change (actual, contemplated or threatened) in the condition (financial or otherwise) or business of the Corporation and its subsidiaries except as reflected in the Financial Information or as otherwise set forth in the Final Prospectus, and the business and material property of the Corporation and its subsidiaries conform in all material respects to the descriptions thereof contained in the Final Prospectus;

(xiii) there has not been any reportable disagreement (within the meaning of National Policy Statement No. 31 of the Canadian Securities Administrators) with the auditors of the Corporation;

(xiv) the financial statements contained in the Preliminary Prospectus and the Final Prospectus, together with the notes thereon, present fairly in all material respects the financial position of the Corporation as at the dates and for the periods referred to in such statements and have been prepared in all material respects in accordance with Canadian generally accepted accounting principles applied on a consistent basis;

(xv) the Corporation is not in violation of, and the execution and delivery of this Agreement and the performance by the Corporation of its obligations under this Agreement will not result in any breach or violation of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents or by-laws of the Corporation or any resolution of the directors or shareholders of the Corporation or any material contract, mortgage, note, indenture, joint venture or partnership arrangement, agreement (written or oral), instrument, lease, judgment, decree, order, statute, rule, licence or regulation applicable to the

Corporation, except where such violations, conflicts or defaults would not have a material adverse effect on the Corporation;

(xvi) no approval, authorization, consent or other order of, and no filing, registration or recording with, any governmental authority is required of the Corporation in connection with the execution and delivery or with the performance by the Corporation of this Agreement except (1) as disclosed in the Final Prospectus, (2) compliance with the Canadian Securities Laws with regard to the distribution of the Shares, if any, in the Qualifying Provinces and (3) those which have not been obtained and would not be material to the Corporation;

(xvii) this Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought and subject to the fact that rights of indemnity and contribution may be limited by applicable law;

(xviii) all actions required to be taken by or on behalf of the Corporation, including the passing of all requisite resolutions of its directors, necessary to carry out its obligations hereunder, have been or will, by the Closing Time, be completed;

(xix) the Purchased Shares and any Additional Shares to be issued as described in this Agreement and in the Prospectus have been, or prior to the Closing Time will be, duly created and, when issued, delivered and paid for in full, will be validly issued and fully paid shares in the capital of the Corporation, and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;

(xx) to the knowledge of the Corporation, no securities commission, stock exchange or comparable authority has issued any order preventing or suspending the use or effectiveness of the Preliminary Prospectus, the Final Prospectus, or any Prospectus Amendment or preventing the distribution of the Shares, if any, in any Qualifying Province nor instituted proceedings for that purpose and, to the knowledge of the Corporation, no such proceedings are pending or contemplated;

(xxi) Computershare Investor Services Inc., at its principal office in the City of Toronto, has been duly appointed as registrar and transfer agent for the common shares of the Corporation;

(xxii) except as disclosed in the Prospectus, there is no litigation or governmental or other proceeding or investigation at law or in equity

before any court or before or by any federal, provincial, state, municipal or other governmental or public department, commission, board, agency or body, domestic or foreign, pending or, to the Corporation's knowledge, threatened (and the Corporation does not know of any basis therefor) against, or involving the assets, properties or business of, the Corporation or any of its subsidiaries nor are there any matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority which would materially adversely affect the value or the operation of such assets or properties or the business, results of operations or condition (financial or otherwise) of the Corporation and its subsidiaries, taken as a whole;

(xxiii) the Corporation and each of its subsidiaries has conducted and is conducting its business in compliance with all applicable laws, rules and regulations of each jurisdiction in which it carries on business (except where non-compliance with such laws, rules or regulations would not have a material adverse effect on the assets and properties, business, results of operations, or conditions (financial or otherwise) of the Corporation and its subsidiaries as a whole), and holds all licenses, registrations and qualifications which are material to the Corporation and its subsidiaries on a consolidated basis in all jurisdictions in which it carries on business to carry on its business as now conducted and all such licenses, registrations or qualifications are valid and existing and in good standing except where such invalidity or non-existence would not have a material adverse effect on the assets and properties, business, results of operations, or conditions (financial or otherwise) of the Corporation and its subsidiaries on a consolidated basis;

(xxiv) the Corporation owns or has the right to use all of the patents, patent rights, licences, inventions, copyrights, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names and other intellectual property of any nature whatsoever which are necessary for the lawful conduct of its business as now conducted or presently proposed to be conducted without, to the Corporation's knowledge, any infringement of the rights of others;

(xxv) there are no reports or information that in accordance with the requirements of the Canadian Securities Regulators must be made publicly available or filed in connection with the offering of the Shares that have not been made publicly available as required;

(xxvi) the form and terms of the certificate for the Shares have been approved and adopted by the board of directors of the Corporation and do not conflict with any applicable laws and comply with the rules of the Toronto Stock Exchange; and

(xxvii) the Shares have been conditionally approved for listing on the Toronto Stock Exchange, subject to satisfaction by the Corporation of standard listing conditions.

(e) **Commercial Copies**

The Corporation shall cause commercial copies of the Final Prospectus in the English and French languages to be delivered to the Underwriters without charge, in such quantities and in such cities as the Underwriters may reasonably request by oral instructions to the printer of such documents. Such delivery of the Final Prospectus shall be effected as soon as possible after filing thereof with the Canadian Securities Regulators but, in any event on or before 5:00 p.m. (Toronto time) on the second Business Day after the filing thereof. Such deliveries shall constitute the consent of the Corporation to the Underwriters' use of the Final Prospectus for the distribution of the Shares in the Qualifying Provinces in compliance with the provisions of this Agreement and Canadian Securities Laws. The Corporation shall similarly cause to be delivered commercial copies of any Prospectus Amendments.

(f) **Change of Closing Date**

Subject to the right of any Underwriter to terminate its obligations under this Agreement in accordance with the termination provisions contained in paragraph 11, if a material change or change in a material fact occurs prior to the Closing Date, the Closing Date shall be, unless the Corporation and the Underwriters otherwise agree in writing or unless otherwise required under Canadian Securities Laws, the sixth Business Day following the later of:

(i) the date on which all applicable filings or other requirements of Canadian Securities Laws with respect to such material change or change in a material fact have been complied with in all Qualifying Provinces and any appropriate MRRS decision documents obtained for such filings and notice of such filings from the Corporation or its counsel have been received by the Underwriters; and

(ii) the date upon which the commercial copies of any Prospectus Amendments have been delivered in accordance with paragraph 4(e).

(g) **Completion of Distribution**

The Underwriters shall after the Closing Time:

(i) use their best efforts to complete, and to cause the Selling Firms to complete, distribution of the Shares as promptly as possible; and

(ii) give prompt written notice to the Corporation when, in the opinion of the Underwriters, they have completed distribution of the Shares, including the total proceeds realized in each of the Qualifying Provinces and any other jurisdiction from such distribution.

5. Changes

(a) Material Change During Distribution

During the period from the date of this Agreement to the completion of distribution of the Shares under the Final Prospectus, the Corporation shall promptly notify the Underwriters in writing of:

(i) any material change (actual, anticipated, contemplated or threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation and its subsidiaries taken as a whole;

(ii) any material fact which has arisen or has been discovered and would have been required to have been stated in the Preliminary Prospectus or Final Prospectus had the fact arisen or been discovered on, or prior to, the date of such document; and

(iii) any change in any material fact (which for the purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained in the Preliminary Prospectus, the Final Prospectus or any Prospectus Amendment which fact or change is, or may be, of such a nature as to render any statement in the Preliminary Prospectus, the Final Prospectus or any Prospectus Amendment misleading or untrue or which would result in a misrepresentation in the Preliminary Prospectus, the Final Prospectus or any Prospectus Amendment or which would result in the Preliminary Prospectus, the Final Prospectus or any Prospectus Amendment not complying (to the extent that such compliance is required) with Canadian Securities Laws.

The Corporation shall promptly, and in any event within any applicable time limitation, comply, to the satisfaction of the Underwriters, acting reasonably, with all applicable filings and other requirements under the Canadian Securities Laws as a result of such fact or change; provided that the Corporation shall not file any Prospectus Amendment or other document without first obtaining from the Underwriters the approval of the Underwriters, after consultation with the Underwriters with respect to the form and content thereof, which approval will not be unreasonably withheld. The Corporation shall in good faith discuss with the Underwriters any fact or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is reasonable doubt whether written notice need be given under this paragraph.

(b) Change in Canadian Securities Laws

If during the period of distribution of the Shares there shall be any change in Canadian Securities Laws which, in the opinion of the Underwriters, acting reasonably, requires the filing of a Prospectus Amendment, upon written notice from the Underwriters, the Corporation shall, to the satisfaction of the Underwriters, acting reasonably, promptly prepare and file such Prospectus Amendment with the appropriate securities regulatory authority in each of the Qualifying Provinces where such filing is required.

6. Services Provided by Underwriters and Underwriting Fee

In return for the Underwriters' services in acting as financial advisors to the Corporation, assisting in the preparation of the Prospectus (and any Prospectus Amendments), advising on the final terms and conditions of the Shares, performing and managing banking, selling or other groups for the sale of the Shares, distributing the Shares, both directly and to other registered dealers as brokers, and performing administrative work in connection with the distribution of the Shares, the Corporation agrees to pay the Underwriters at the Closing Time the Underwriting Fee. The Underwriting Fee shall be payable as provided for in paragraph 7.

7. Delivery of Purchase Price, Underwriters' Fee and Certificates

The purchase and sale of the Purchased Shares shall be completed at the Closing Time at the offices of Torys LLP in Toronto, Ontario or at such other place as the Underwriters and the Corporation may agree upon.

At the Closing Time or the Option Closing Date, as the case may be, the Corporation shall duly and validly deliver to the Underwriters one or more definitive share certificate(s) representing the Purchased Shares or the Additional Shares, as the case may be, registered in the name of RBC Dominion Securities Inc. or in such other name or names as the Underwriters may notify the Corporation in writing not less than 24 hours prior to the Closing Time, against payment by the Underwriters to the Corporation of the Purchase Price for the Purchased Shares or the Additional Shares, as the case may be, by wire transfer or, if permitted by applicable law, by certified cheque or bank draft, together with a receipt signed by RBC Dominion Securities Inc. for such definitive certificate(s) and for receipt of the Underwriting Fee.

Payment for any Additional Shares shall be made to the Corporation in immediately available funds in Toronto against delivery of such Additional Shares for the respective accounts of the several Underwriters at 8:00 a.m. (Toronto time) on the date specified in the notice described on page 1 or at such other time on the same or on such other date, in any event not later than 30 days after the Closing, as shall be designated in writing by RBC Dominion Securities Inc. The time and date of such payment are hereinafter referred to as the "Option Closing Date."

8. Delivery of Certificates to Transfer Agent

The Corporation shall, prior to the Closing Date, make all necessary arrangements for the exchange of the definitive certificate(s) representing the Purchased Shares, on the Closing Date, at the principal offices of Computershare Investor Services Inc. in the city of Toronto for certificates representing such number of the Purchased Shares registered in such names as shall be designated by the Underwriters not less than 48 hours (or 72 hours if the Closing Date is a Monday) prior to the Closing Time.

The Corporation shall, prior to the Option Closing Date, make all necessary arrangements for the exchange of the definitive certificate(s) representing the Additional Shares, on the Option Closing Date at the principal offices of Computershare Investor Services Inc. in the city of Toronto for certificates representing such number of Additional Shares registered in such names as shall be designated by the Underwriters not less than 48 hours (or 72 hours if the Option Closing Date is a Monday) prior to the Option Closing Date.

The Corporation shall pay all fees and expenses payable to Computershare Investor Services Inc. in connection with the preparation, delivery, certification and exchange of the Shares contemplated by this paragraph 8 and the fees and expenses payable to Computershare Investor Services Inc. in connection with the initial or additional transfers as may be required in the course of the distribution of the Shares.

9. Underwriters' Obligation to Purchase

The Underwriters' obligation to purchase the Purchased Shares at the Closing Time shall be subject to the accuracy of the representations and warranties of the Corporation contained in this Agreement as of the date of this Agreement and as of the Closing Date, the performance by the Corporation of its obligations under this Agreement and the following conditions:

(a) **Delivery of Opinions**

(i) the Underwriters shall have received at the Closing Time a favourable legal opinion dated the Closing Date, in form and substance satisfactory to counsel to the Underwriters, acting reasonably, addressed to the Underwriters and counsel to the Underwriters from each of Goodman and Carr LLP and Torys LLP, counsel to the Corporation, as to the laws of Canada and Ontario, which counsel in turn may rely as to matters of fact on certificates of the auditors of the Corporation, public and stock exchange officials and officers of the Corporation, with respect to the matters and in the forms set out in Schedule B.

(ii) The Underwriters shall have received at the Closing Time a favourable legal opinion of Desjardins Ducharme Stein Monast, Montréal, Québec, dated the Closing Date, addressed to the Underwriters regarding compliance with the laws of Québec relating to the use of the French language in connection with the documents (including the Preliminary Prospectus, the Final Prospectus, Prospectus Amendments and certificates representing the Shares) to be delivered to purchasers in Québec.

(iii) The Underwriters shall have received at the Closing Time a favourable legal opinion dated the Closing Date, in form and substance satisfactory to counsel to the Underwriters, acting reasonably, addressed to the Underwriters and counsel to the Underwriters from local counsel to the Corporation as to the laws of each of the Qualifying Provinces other than Ontario.

(iv) The Underwriters shall have received at the Closing Time a favourable legal opinion of Osler, Hoskin & Harcourt LLP, dated the Closing Date, addressed to the Underwriters with respect to certain of the matters addressed in the opinions described in paragraph 9(a)(i); provided that counsel to the Underwriters shall be entitled to rely on the opinions of local counsel as to matters governed by the laws of jurisdictions other than the laws of Canada and Ontario and as to

matters of fact, on certificates of the auditors of the Corporation, public officials and officers of the Corporation; and provided further that counsel to the Underwriters shall be entitled to rely as to certain matters upon the opinions of counsel to the Corporation.

(v) The Underwriters shall have received at the Closing Time a legal opinion, in form and substance satisfactory to the Underwriters, addressed to the Underwriters from U.S. counsel to the Corporation and the Underwriters, Torys LLP, regarding the availability of exemptions from registration under the 1933 Act in the form set out in Schedule B.

(b) **Delivery of Comfort Letter**

The Underwriters shall have received at the Closing Time a letter dated the Closing Date, in form and substance satisfactory to the Underwriters, addressed to the Underwriters and the directors of the Corporation from KPMG LLP, confirming the continued accuracy of the comfort letter to be delivered to the Underwriters pursuant to paragraph 4(a)(vi) with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Closing Date, which changes shall be acceptable to the Underwriters.

(c) **Delivery of Certificates**

(i) The Underwriters shall have received at the Closing Time a certificate dated the Closing Date, addressed to the Underwriters and counsel to the Underwriters and signed by appropriate officers of the Corporation, with respect to the constating documents of the Corporation, all resolutions of the board of directors of the Corporation relating to this Agreement, the incumbency and specimen signatures of signing officers of the Corporation and such other matters as the Underwriters may reasonably request.

(ii) The Underwriters shall have received at the Closing Time a certificate dated the Closing Date, addressed to the Underwriters and counsel to the Underwriters and signed on behalf of the Corporation by the Chief Executive Officer and the Chief Financial Officer of the Corporation or other officers of the Corporation acceptable to the Underwriters, certifying for and on behalf of the Corporation after having made due enquiry and after having carefully examined the Prospectus and any Prospectus Amendments, that:

(A) since the respective dates as of which information is given in the Final Prospectus as amended by any Prospectus Amendments that (I) there has been no material change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation and its subsidiaries on a consolidated basis, and (II) no transaction has been entered into by any of the Corporation or any of its subsidiaries which is material

to the Corporation and its subsidiaries on a consolidated basis, other than as disclosed in the Final Prospectus or the Prospectus Amendments, as the case may be;

(B) no order, ruling or determination having the effect of suspending the sale or ceasing the trading of the common shares or any other securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened under any of the Canadian Securities Laws or by any other regulatory authority;

(C) the Corporation has complied with the terms and conditions of this Agreement on its part to be complied with up to the Closing Time;

(D) the representations and warranties of the Corporation contained in this Agreement are true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement; and

(E) each of the conditions of closing set out in paragraph 9(d) have been satisfied.

(d) **Other Conditions of Closing**

(i) the Shares shall have been approved for listing on the Toronto Stock Exchange on the Business Day immediately preceding the Closing Date, subject only to the standard listing conditions;

(ii) each of Edgestone and ABS shall have approved the Purchase Price or irrevocably waived the condition set out in Section 1(a) of the Conversion Agreement;

(iii) each of Edgestone and ABS shall have approved all documents tabled at the Closing and all acts to be performed at the Closing or irrevocably waived the condition set out in Section 1(b) of the Conversion Agreement;

(iv) all of the outstanding Class A Preferred Shares and Class B Preferred Shares will, in accordance with their terms, be automatically converted into common shares of the Corporation on Closing;

(v) each director and officer of the Corporation, and each shareholder of the Corporation that (together with such shareholders' Affiliates and associates) holds shares in the capital of the Corporation representing in excess of 0.5% of the total share capital of the Corporation (on an as-if-converted basis) shall have entered into a lock-up agreement in

favour of the Underwriters in a form previously approved by the Underwriters; and

(vi) termination of Shareholders Agreement.

10. Purchase of Additional Shares

The Underwriters' obligation to purchase the Additional Shares on the Option Closing Date (in the event that the option to purchase the Additional Shares is exercised by RBC Dominion Securities Inc.) shall be subject to the accuracy of the representations and warranties of the Corporation contained in this Agreement as of the Option Closing Date and the performance by the Corporation of its obligations under this Agreement. The Corporation agrees to fulfil or cause to be fulfilled the following conditions:

(a) the Underwriters shall have received a favourable legal opinion dated the Option Closing Date, in form and substance satisfactory to counsel to the Underwriters, addressed to the Underwriters and counsel to the Underwriters from each of Goodman and Carr LLP and Torys LLP, counsel to the Corporation.

(b) The Underwriters shall have received a letter dated the Option Closing Date, in form and substance satisfactory to the Underwriters, addressed to the Underwriters and the directors of the Corporation from KPMG LLP, confirming the continued accuracy of the comfort letter to be delivered to the Underwriters pursuant to paragraph 4(a)(vi) with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Option Closing Date, which changes shall be acceptable to the Underwriters.

(c) The Underwriters shall have received a certificate dated the Option Closing Date, addressed to the Underwriters and counsel to the Underwriters and signed by appropriate officers of the Corporation, with respect to the constating documents of the Corporation, all resolutions of the board of directors of the Corporation relating to this Agreement, the incumbency and specimen signatures of signing officers of the Corporation and such other matters as the Underwriters may reasonably request.

(d) The Underwriters shall have received a certificate dated the Option Closing Date, addressed to the Underwriters and counsel to the Underwriters and signed on behalf of the Corporation by the Chief Executive Officer and the Chief Financial Officer of the Corporation or other officers of the Corporation acceptable to the Underwriters, certifying for and on behalf of the Corporation after having made due enquiry and after having carefully examined the Prospectus and any Prospectus Amendments, that:

(i) since the respective dates as of which information is given in the Final Prospectus as amended by any Prospectus Amendments that (A) there has been no material change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the

Corporation and its subsidiaries on a consolidated basis, and (B) no transaction has been entered into by any of the Corporation or any of its subsidiaries which is material to the Corporation and its subsidiaries on a consolidated basis, other than as disclosed in the Final Prospectus or the Prospectus Amendments, as the case may be;

(ii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading of the common shares or any other securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened under any of the Canadian Securities Laws or by any other regulatory authority;

(iii) the Corporation has complied with the terms and conditions of this Agreement on its part to be complied with up to the Option Closing Date; and

(iv) the representations and warranties of the Corporation contained in this Agreement are true and correct as of the Option Closing Date with the same force and effect as if made at and as of the Option Closing Date after giving effect to the transactions contemplated by this Agreement.

(e) The Underwriters shall have received such other certificates, agreements, materials or documents as they may reasonably request with respect to the good standing of the Corporation, the due authorization and issuance of the Additional Shares and other matters related to the issuance of the Additional Shares.

11. Rights of Termination

(a) Litigation

If any enquiry, action, suit, investigation or other proceeding whether formal or informal is instituted, threatened or announced or any order is made by any federal, provincial or other governmental authority in relation to the Corporation, which, in the opinion of any of the Underwriters, acting reasonably and after consultation with the Corporation, operates to prevent or restrict the distribution or trading of the Shares, any of the Underwriters shall be entitled, at their option and in accordance with paragraph 11(e), to terminate their obligations under this Agreement by notice to that effect given to the Corporation any time prior to the Closing Time.

(b) Market Out Clause

If prior to the Closing Time:

(i) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence or any law or regulation which, in the opinion of any of the Underwriters, seriously adversely affects, or involves, or will seriously affect, or involve, the financial markets in

Canada or the United States or the business, operations or affairs of the Corporation and its subsidiaries taken as a whole;

(ii) the state of the financial markets in Canada or the United States is such that, in the reasonable opinion of the Underwriters (or any one of them), the Shares cannot be profitably marketed;

(iii) if trading in any securities of the Corporation has been suspended or materially limited by the Ontario Securities Commission or the Toronto Stock Exchange or if trading generally on the Toronto Stock Exchange has been suspended or materially limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices have been required, by the Toronto Stock Exchange or by order of the Ontario Securities Commission or any other governmental authority, or

(iv) if a banking moratorium has been declared by Canadian authorities,

any of the Underwriters shall be entitled at their option, in accordance with paragraph 11(e), to terminate their obligations under this Agreement by written notice to that effect given to the Corporation prior to the Closing Time.

(c) **Material Change**

If prior to the Closing Time, there should occur any material change or a change in any material fact such as is contemplated by paragraph 5 which results or, in the opinion of the Underwriters (or any one of them), is reasonably expected to result, in the purchasers of a material number of Shares exercising their right under Canadian Securities Laws to withdraw from their purchase of Shares or, in the reasonable opinion of the Underwriters (or any one of them), would be expected to have a significant adverse effect on the market price or value of the Shares, any Underwriter shall be entitled, at its option, in accordance with paragraph 11(e), to terminate its obligations under this Agreement by written notice to that effect given to the Corporation prior to the Closing Time.

(d) **Non-Compliance With Conditions**

The Corporation agrees that all terms and conditions in paragraph 9 shall be construed as conditions and complied with so far as they relate to acts to be performed or caused to be performed by it, that it will use its reasonable best efforts to cause such conditions to be complied with, and that any breach or failure by the Corporation to comply with any such conditions shall entitle any of the Underwriters to terminate their obligations to purchase the Purchased Shares by notice to that effect given to the Corporation at or prior to the Closing Time, unless otherwise expressly provided in this Agreement. Each Underwriter may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to its rights in respect of any other terms and conditions or any other or subsequent breach or non-compliance, provided that any such waiver or extension shall be binding upon an Underwriter only if such waiver or extension is in writing and signed by the Underwriter.

(e) **Exercise of Termination Rights**

The rights of termination contained in paragraphs 11(a), (b), (c) and (d) may be exercised by any of the Underwriters and are in addition to any other rights or remedies any of the Underwriters may have in respect of any default, act or failure to act or non-compliance by the Corporation in respect of any of the matters contemplated by this Agreement or otherwise. Notwithstanding the foregoing sentence, in the event of any such termination, there shall be no further liability on the part of the Underwriters to the Corporation or on the part of the Corporation to the Underwriters except in respect of any liability which may have arisen prior to or arise after such termination under paragraphs 12, 13, and 15. A notice of termination given by an Underwriter under paragraphs 11(a), (b), (c) and (d) shall not be binding upon any other Underwriter.

12. Indemnity

(a) **Rights of Indemnity**

The Corporation agrees to indemnify and save harmless each of the Underwriters and each of their affiliates, directors, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against all liabilities, claims, losses, costs, damages and reasonable expenses (including without limitation any reasonable legal fees or other expenses reasonably incurred by such Underwriters in connection with defending or investigating any of the above but excluding any loss of profits and other consequential damages), in any way caused by, or arising directly or indirectly from, or in consequence of any claim made by a third party against the Indemnified Parties as a result of:

(i) any information or statement (except any statement relating solely to the Underwriters) contained in the Prospectus or any Prospectus Amendments or in any certificate of the Corporation delivered pursuant to this Agreement which at the time and in the light of the circumstances under which it was made contains or is alleged to contain a misrepresentation;

(ii) any omission or alleged omission to state in the Prospectus, any Prospectus Amendments or any certificate of the Corporation delivered pursuant to this Agreement any material fact (except facts relating solely to the Underwriters provided by the Underwriters), required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances under which it was made;

(iii) any order made or enquiry, investigation or proceedings commenced or threatened by any securities commission or other competent authority based upon any untrue statement or omission or alleged untrue statement or alleged omission or any misrepresentation or alleged misrepresentation (except a statement or omission or alleged statement or omission relating solely to the Underwriters) contained in the Prospectus or any Prospectus Amendments or based upon any failure to comply with the Canadian Securities Laws (other than any failure or alleged failure to comply by the Underwriters), preventing or

restricting the trading in or the sale or distribution of the Shares in any of the Qualifying Provinces;

(iv) the non-compliance or alleged non-compliance by the Corporation with any of the Canadian Securities Laws or the 1933 Act including the Corporation's non-compliance with any statutory requirement to make any document available for inspection; or

(v) any breach by the Corporation of its representations, warranties, covenants or obligations to be complied with under this Agreement.

The rights of indemnity contained in this Section 12 will not enure to the benefit of the Underwriters if the Corporation has complied with the provisions of Sections 4(b), 4(e) and 5 and the person asserting any Claim contemplated by this Section 12 was not provided with a copy of any Prospectus or Prospectus Amendment which corrects any untrue statement or information, misrepresentation or omission which is the basis of such Claim and which is required under Canadian Securities Laws to be delivered to that person by the Underwriters or any Selling Firms.

(b) **Notification of Claims**

If any matter or thing contemplated by paragraph 12(a) (any such matter or thing being referred to as a "Claim") is asserted against any person or company in respect of which indemnification is or might reasonably be considered to be provided, the Indemnified Party will notify the Corporation, as soon as possible of the nature of such Claim (but the omission or delay so to notify the Corporation of any potential Claim shall not relieve the Corporation from any liability which it may have to any Indemnified Party and any omission or delay so to notify the Corporation of any actual claim shall affect the Corporation's liability only to the extent that it is prejudiced by that omission or delay). The Corporation shall be entitled (but not required) to participate in and, to the extent that it shall wish, to assume the defence of any suit brought to enforce such Claim; provided, however, that the defence shall be conducted through legal counsel acceptable to the Indemnified Party, acting reasonably, that no settlement of any such Claim or admission of liability may be made by the Corporation or the Indemnified Party without the prior written consent of the other parties, acting reasonably, unless such settlement: (i) includes an unconditional release of the Indemnified Party from all liability arising out of such action or claim; and (ii) does not include a statement as to any admission of fault, culpability or failure to act, by or on behalf of any Indemnified Party, and the Corporation shall not be liable for any settlement of any such Claim unless it has consented in writing to such settlement or unless such settlement, compromise or judgment: (i) includes an unconditional release of the Indemnified Party from all liability arising out of such action or claim; and (ii) does not include a statement as to or an admission of fault, culpability or failure to act, by or on behalf of any Indemnified Party or the Corporation.

(c) **Right of Indemnity in Favour of Others**

With respect to any Indemnified Party who is not a party to this Agreement, the Underwriters shall obtain and hold the rights and benefits of this paragraph in trust for and on behalf of such Indemnified Party.

(d) **Retaining Counsel**

In any such Claim, the Indemnified Party shall have the right to retain other counsel to act on his or its behalf, provided that the reasonable fees and disbursements of such counsel shall only be paid by the Corporation if: (i) the Corporation and the Indemnified Party shall have mutually agreed to the retention of the other counsel; (ii) the named parties to any such Claim (including any added third or impleaded party) include both the Indemnified Party and the Corporation and those parties have been advised in writing by counsel that the representation of both parties by the same counsel would be inappropriate due to the actual or potential differing interests between them; or (iii) the Corporation shall not have retained counsel within 7 Business Days following receipt by the Corporation of notice of any such Claim from the Indemnified Party.

13. Contribution

(a) **Rights of Contribution**

In order to provide for a just and equitable contribution in circumstances in which the indemnity provided in paragraph 12 would otherwise be available in accordance with its terms but is, for any reason, held to be unavailable to or unenforceable by the Underwriters or enforceable otherwise than in accordance with its terms, the Corporation and the Underwriters shall contribute to the aggregate of all claims, expenses, costs and liabilities and all losses (other than loss of profits) of a nature contemplated by paragraph 12 in such proportions so that the Underwriters shall be responsible for the portion represented by the percentage that the aggregate fee payable by the Corporation to the Underwriters hereunder bears to the aggregate offering price of the Purchased Shares and the Corporation shall be responsible for the balance, whether or not they have been sued together or sued separately, provided, however, that: (i) the Underwriters shall not in any event be liable to contribute, in the aggregate, any amounts in excess of such aggregate fee or any portion of such fee actually received; and (ii) no party who has engaged in any fraud, fraudulent misrepresentation or gross negligence shall be entitled to claim contribution from any person who has not engaged in such fraud, fraudulent misrepresentation or gross negligence.

(b) **Rights of Contribution in Addition to Other Rights**

The rights to contribution provided in this paragraph shall be in addition to and not in derogation of any other right to contribution which the Underwriters may have by statute or otherwise at law.

(c) **Calculation of Contribution**

In the event that the Corporation may be held to be entitled to contribution from the Underwriters under the provisions of any statute or at law, the Corporation shall be limited to contribution in an amount not exceeding the lesser of:

(i) the portion of the full amount of the loss or liability giving rise to such contribution for which the Underwriters are responsible, as determined in paragraph 13(a) or (b), as the case may be, and

(ii) the amount of the fee actually received by the Underwriters from the Corporation under this Agreement,

and an Underwriter shall in no event be liable to contribute any amount in excess of such Underwriter's portion of the Underwriting Fee actually received from the Corporation under this Agreement.

(d) **Notice**

If the Underwriters have reason to believe that a claim for contribution may arise, they shall give the Corporation notice of such claim in writing, as soon as reasonably possible, but failure or delay to notify the Corporation shall not relieve the Corporation of any obligation which it may have to the Underwriters under this paragraph except to the extent that failure or delay prejudices the Corporation.

(e) **Right of Contribution in Favour of Others**

With respect to this paragraph, the Corporation acknowledges and agrees that the Underwriters are contracting on their own behalf and as agents for their affiliates, directors, officers, employees and agents.

14. Severability

If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision shall be severable from this Agreement.

15. Expenses

Whether or not the transactions contemplated by this Agreement shall be completed, except as specifically provided below, all expenses of or incidental to the issue, sale and delivery of the Shares and all expenses of or incidental to all other matters in connection with the transaction set out in this Agreement shall be borne by the Corporation directly including, without limitation, fees and expenses payable in connection with the qualification of the Shares for distribution, the fees relating to listing the Shares on any exchanges, the fees and expenses of counsel to the Corporation, all fees and expenses of local counsel to the Corporation, all fees and expenses of the Corporation's auditors, all costs incurred in connection with the preparation and printing of the Prospectus, Prospectus Amendments and certificates representing the Shares, all costs incurred related to road shows and marketing activities, filing fees, and all reasonable out-of-pocket expenses of the Underwriters (including, without limitation, their reasonable travel expenses in connection with due diligence and marketing meetings) and any taxes thereon. The fees and disbursements of counsel to the Underwriters shall be borne by the Underwriters.

16. Rights to Purchase

The Underwriters' obligations under this Agreement are several and not joint. Accordingly:

(a) except as provided below, each of the Underwriters shall be obligated to purchase only that percentage of the Purchased Shares or Additional Shares, as the case may be, set opposite its name below; and

(b) except as provided below, if at the Closing Time any one or more of the Underwriters fails or refuses to purchase its or their applicable percentage of the Purchased Shares and the aggregate number of such Purchased Shares is more than 10% of the total number, the non-defaulting Underwriters who are willing and able to purchase their own applicable percentages of the Purchased Shares shall be relieved of their obligations under this Agreement.

provided that, notwithstanding clauses (a) and (b) of this paragraph:

(c) those Underwriters who are willing and able to purchase their respective applicable percentages of the Purchased Shares or Additional Shares, as the case may be, shall have the right, but not the obligation (except as provided below), to purchase the Purchased Shares or Additional Shares, as the case may be, not purchased by the defaulting Underwriters pro rata or on such other basis at may be agreed among the non-defaulting Underwriters; and

(d) if at the Closing Time any one or more of the Underwriters fails or refuses to purchase its or their applicable percentage of the Purchased Shares, and the aggregate number of such Purchased Shares is not more than 10% of the total number, the non-defaulting Underwriters shall be obligated severally to purchase, pro rata in accordance with the applicable percentages set out below or in such other proportions as the non-defaulting Underwriters may agree, the Purchased Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase at such time provided that the non-defaulting Underwriters shall have the right to postpone the Closing Date for such period, not exceeding five Business Days, as they shall determine and notify the Corporation, in order that the required changes, if any in the Prospectus or in any other documents or arrangements may be affected.

(e) Notwithstanding anything contained in this paragraph, the Underwriters shall not be entitled to purchase, and the Corporation shall not be obliged to sell, less than all the Purchased Shares.

(f) The applicable portion of the Purchased Shares which each of the Underwriters shall separately be obligated to purchase is as follows:

RBC Dominion Securities Inc.	32.5%
CIBC World Markets Inc.	32.5%
National Bank Financial Inc.	25%
Griffiths McBurney & Partners	5%
Sprott Securities Inc.	5%

17. Restrictions on Further Issuances

Neither the Corporation nor any of its subsidiaries shall, without the Underwriters' prior written consent, such consent not to be unreasonably withheld, authorize, offer, issue, secure, pledge, sell or contract to sell any securities (including shares, options, warrants or contracts to sell shares, options or warrants) of the Corporation or its subsidiaries or enter into any swap or other arrangements that conveys or transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, other than (i) the Shares; (ii) stock options granted pursuant to the Corporation's stock option plan; (iii) common shares of the Corporation issued upon the exercise of existing employee stock options; (iv) securities of a subsidiary of the Corporation issued or sold to the Corporation or any of its subsidiaries; or (v) shares having an aggregate value of up to $10 million as consideration for the acquisition of a business or technology, or agree to do so or publicly announce any intention to do so, at any time prior to 180 days after the Closing Date.

18. Survival of Representations and Warranties

The representations, warranties, obligations and agreements of the Corporation contained in this Agreement and in any certificate delivered pursuant to this Agreement or in connection with the purchase and sale of the Shares shall survive the purchase of the Shares and shall continue in full force and effect for a period equal to the greater of (1) six years and (2) the applicable limitation period prescribed by law in respect of any claim against any Underwriter related to this Agreement, unaffected by any subsequent disposition of the Shares by the Underwriters or the termination of the Underwriters' obligations and shall not be limited or prejudiced by any investigation made by or on behalf of the Underwriters in connection with the preparation of the Prospectus, any Prospectus Amendments or the distribution of the Shares.

19. Time

Time is of the essence in the performance of the parties' respective obligations under this Agreement.

20. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

21. Notice

Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "notice") shall be in writing addressed as follows:

If to the Corporation, addressed and sent to:

Workbrain Corporation
250 Ferrand Drive
Suite 1200
Toronto, Ontario
M3C 3G8

Attention: David Ossip,
Chief Executive Officer

Facsimile: (416) 421-8440

E-mail: dossip@workbrain.com

If to RBC Dominion Securities Inc., addressed and sent to:

P.O. Box 50
Royal Bank Plaza
South Tower, 4th Floor
Toronto, Ontario M5J 2W7
CANADA

Attention: Sanjiv Samant

Facsimile: (416) 842-7527

E-mail: sanjiv.samant@rbccm.com

If to CIBC World Markets Inc., addressed and sent to:

BCE Place,
161 Bay Street
6th Floor
Toronto, ON M5J 2S8
CANADA

Attention: Kevin W. Dalton

Facsimile: (416) 594-7226

E-mail: kevin.dalton@cibc.ca

If to National Bank Financial Inc., addressed and sent to:

Suite 3200
The Exchange Tower
130 King Street West
P.O. Box 21
Toronto, ON M5X 1J9

Attention: Brian Campbell

Facsimile: (416) 869-6411

E-mail: brian.campbell@nbfinancial.com

If to Griffiths McBurney & Partners, addressed and sent to:

Suite 1100
145 King Street West
Toronto, ON M5H 1J8

Attention: J. Robert Fraser

Facsimile: (416) 943-6160

E-mail: fraser@gmponline.com

If to Sprott Securities Inc., addressed and sent to:

Royal Bank Plaza
South Tower, Suite 3450
Toronto, ON M5J 2J2

Attention: Darren Wallace

Facsimile: (416) 943-6496

E-mail: dwallace@sprott.ca

or to such other address as any of the parties may designate by giving notice to the others in accordance with this paragraph.

Each notice shall be personally delivered to the addressee or sent by fax or e-mail to the addressee and:

(a) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and

(b) a notice which is sent by fax or email shall be deemed to be given and received on the first Business Day following the day on which it is sent.

22. Authority of RBC Dominion Securities Inc.

RBC Dominion Securities Inc. is hereby authorized by each of the other Underwriters to act on its behalf and the Corporation shall be entitled to and shall act on any notice given in accordance with paragraph 21 or agreement entered into by or on behalf of the Underwriters by RBC Dominion Securities Inc. which represents and warrants that it has irrevocable authority to bind the Underwriters, except in respect of any consent to a settlement pursuant to paragraph 12(b) which consent shall be given by the Indemnified Party, a notice of termination pursuant to paragraph 11 which notice may be given by any of the Underwriters, or any waiver pursuant to paragraph 11(d), which waiver must be signed by all of the Underwriters. RBC Dominion Securities Inc. shall consult with the other Underwriters concerning any matter in respect of which it acts as representative of the Underwriters.

23. Assignment

Neither this Agreement nor any rights or obligations under this Agreement will be assignable (1) by the Corporation without the prior written consent of RBC Dominion Securities Inc. or (2) by any Underwriter without the prior written consent of the Corporation, except that Griffiths McBurney & Partners will be entitled to assign all of its rights under this Agreement to its successor in business, GMP Securities Ltd. so long as GMP Securities Ltd. agrees to assume all of the obligations of Griffiths McBurney & Partners under this Agreement, in each case pursuant to the terms of a transfer agreement to be entered into by Griffiths McBurney & Partners and GMP Securities Ltd. on or about December 9, 2003. The terms and provisions of this Agreement will be binding upon and enure to the benefit of the Corporation and each Underwriter and their respective successors and permitted assigns

24. Counterparts

This Agreement may be executed by the parties to this Agreement in counterpart and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

[The remainder of this page intentionally left blank]

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to RBC Dominion Securities Inc. upon which this letter as so accepted shall constitute an Agreement among us.

Yours very truly,

RBC DOMINION SECURITIES

By: *"Sanjiv Samant"*
Name: Sanjiv Samant
Title: Director

CIBC WORLD MARKETS INC.

By: *"Kevin W. Dalton"*
Name: Kevin W. Dalton
Title: Managing Director

NATIONAL BANK FINANCIAL INC.

By: *"Brian Campbell"*
Name: Brian Campbell
Title: Managing Director

GRIFFITHS MCBURNEY &PARTNERS

By: *"J. Robert Fraser"*
Name: J. Robert Fraser
Title: Managing Partner

SPROTT SECURITIES INC.

By: *"Jeff Kennedy"*
Name: Jeff Kennedy
Title: Chief Financial Officer

The foregoing offer is accepted and agreed to as of the date first above written.

WORKBRAIN CORPORATION

By: *"David Ossip"*
Name: David Ossip
Title: Chief Executive Officer

By: *"Matthew Chapman"*
Name: Matthew Chapman
Title: Chief Financial Officer

SCHEDULE A
SALES IN THE UNITED STATES

1. In this Schedule, "Shares" means the Purchased Shares and Additional Shares.

2. The Corporation hereby represents, warrants, covenants and agrees to and with the Underwriters that:

   (a) The Corporation is a "foreign issuer" with no "substantial U.S. market interest" with respect to the Shares as such terms are defined in Regulation S under the 1933 Act ("Regulation S").

   (b) None of the Corporation or its affiliates or any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or has engaged or will engage in any form of general solicitation or general advertising (as those terms are defined in Regulation D under the 1933 Act ("Regulation D")) or in any conduct involving a public offering within the meaning of Section 4(2) of the 1933 Act with respect to the Shares.

   (c) The Shares satisfy the requirements set out in Rule 144A(d)(3) under the 1933 Act.

   (d) So long as any Shares which have been sold in the United States in reliance upon Rule 144A under the 1933 Act ("Rule 144A") are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the 1933 Act, the Corporation shall either:

      (i) furnish to the United States Securities and Exchange Commission (the "SEC"), all information required to be furnished in accordance with Rule 12g3-2(b) under the 1934 Act;

      (ii) file reports and other information with the SEC under Section 13 or 15(d) of the 1934 Act; or

      (iii) in the event it is not exempt from reporting pursuant to Rule 12g3-2(b) nor subject to Section 13 or 15(d) of the 1934 Act, furnish to any holder of the Shares and any prospective purchaser of the Shares designated by such holder, upon request of such holder, the information required to be delivered pursuant to Rule 144A(d)(4) under the 1933 Act (so long as such requirement is necessary in order to permit holders of the Shares to effect resales under Rule 144A).

   (e) The Corporation is not an open-end investment company, unit investment trust or face-amount certificate company that is or is required to be registered under Section 8 of the United States Investment Company Act of 1940, as amended.

   (f) Neither the Corporation nor its affiliates: (i) will take any action that would cause the registration exemptions in Regulation S, Rule 144A or Rule 506 of Regulation

D to be unavailable for the offer and sale of Shares pursuant to this agreement, or (ii) have been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining that person for failure to comply with Rule 503 of Regulation D.

(g) The Corporation will, within prescribed time periods, prepare and file any forms or notices under the 1933 Act or applicable blue sky laws.

3. Each of the Underwriters represents and warrants to and with the Corporation that:

(a) It acknowledges that the Shares have not been and will not be registered under the 1933 Act and may not be offered or sold within the United States except as provided in paragraphs 5 and 6 below. Accordingly, neither it or its affiliate(s) nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts (within the meaning of Regulation S) in the United States with respect to the Shares.

(b) It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Shares, except with its affiliates, any Selling Firm or with the prior written consent of the Corporation.

4. The Underwriters shall require each Selling Firm to agree, for the benefit of the Corporation to comply with, and shall use their best efforts to ensure that each Selling Firm complies with, the provisions of clauses 3(a) and (b) above as if such provisions applied to such Selling Firm.

5. Each of the Underwriters agrees with the Corporation that:

(a) All offers and sales of the Shares in the United States will be effected through a U.S. affiliate of an Underwriter in accordance with all applicable U.S. broker-dealer requirements.

(b) Any U.S. affiliate selling Shares in the United States is a Qualified Institutional Buyer (as that term is defined in Rule 144A).

(c) It will not, either directly or through its U.S. affiliate, solicit offers for, or offer to sell, the Shares in the United States by means of any form of general solicitation or general advertising (as those terms are used in Regulation D) or in any manner involving a public offering within the meaning of Section 4(2) of the 1933 Act.

(d) It will solicit, and will cause its U.S. affiliate to solicit, offers for the Shares in the United States only from, and will offer the Shares only to, persons it reasonably believes to be (i) Qualified Institutional Buyers who are acquiring the Shares for their own account or for the account of a Qualified Institutional Buyer with respect to which they exercise sole investment discretion or (ii) institutional accredited investors (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D) with whom an Underwriter has a pre-existing relationship, in each case in a transaction that is exempt from registration under the 1933 Act. It also agrees that it will solicit offers for the Shares only from, and will offer the Shares only to,

Qualified Institutional Buyers that in purchasing such Shares will be deemed to have represented and agreed as provided in clauses (f)(i) through (iv) below (to the extent such representations are applicable to the purchaser concerned) or persons who are not Qualified Institutional Buyers who provide to the Underwriters, or to their U.S. affiliates, the U.S. Purchaser's Letter attached to this Schedule as Exhibit II.

(e) It will inform, and cause its U.S. affiliate to inform, all purchasers of the Shares in the United States pursuant to Rule 144A that the Shares have not been and will not be registered under the 1933 Act and are being sold to them without registration under the 1933 Act in reliance on Rule 144A.

(f) The U.S. offering circular for the offering of the Shares in the United States shall contain disclosure in substantially the form set out below:

"The Shares offered hereby have not been and will not be registered under the 1933 Act and may not be offered or sold within the United States except that Shares may be offered or sold to Qualified Institutional Buyers pursuant to Rule 144A and to institutional accredited investors as defined under 501(a)(1), (2), (3) or (7) of Regulation D."

"Each U.S. purchaser hereof that is a Qualified Institutional Buyer will, by its purchase of such Shares, be deemed to have represented and agreed for the benefit of the Corporation as follows:

(i) it is aware that the Shares have not been and will not be registered under the 1933 Act and the sale contemplated hereby is being made in reliance on Rule 144A to Qualified Institutional Buyers;

(ii) it is a Qualified Institutional Buyer and is acquiring the Shares for its own account or for the account of another Qualified Institutional Buyer with respect to which it exercises sole investment discretion;

(iii) it understands that if it decides to offer, sell or otherwise transfer such Shares, such Shares may be offered, sold or otherwise transferred only (A) to the Corporation, (B) outside the United States in accordance with Rule 904 of Regulation S under the 1933 Act, or (C) inside the United States in accordance with (x) Rule 144A to a person the seller reasonably believes is a Qualified Institutional Buyer that is purchasing for its own account or for the account of a Qualified Institutional Buyer to whom notice is given that the offer, sale or transfer is being made in reliance on Rule 144A or (y) the exemption from registration under the 1933 Act provided by Rule 144 thereunder, if available; and

(iv) unless otherwise agreed to by the Corporation, it understands that all Shares sold in the United States as part of this offering will bear a legend to the following effect:

THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT

OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A)(1) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (2) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, OR (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE) AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA. PROVIDED THAT THE CORPORATION IS A "FOREIGN ISSUER" WITHIN THE MEANING OF REGULATION S, A NEW CERTIFICATE, BEARING NO LEGEND, DELIVERY OF WHICH WILL CONSTITUTE "GOOD DELIVERY", MAY BE OBTAINED FROM COMPUTERSHARE INVESTOR SERVICES INC. UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO COMPUTERSHARE INVESTOR SERVICES INC. AND THE CORPORATION, TO THE EFFECT THAT THE SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT;

provided that, if any such Shares are being sold under clause (iii)(B) above, the legend may be removed by providing a declaration to Computershare Investor Services Inc., as registrar and transfer agent for the Shares, to the following effect (or as the Corporation may prescribe from time to time):

The undersigned (A) acknowledges that the sale of the ● Shares represented by certificate numbers ●, to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933 (the "1933 Act") and (B) certifies that (1) it is not an "affiliate" (as defined in Rule 405 under the 1933 Act) of the Corporation, (2) the offer of such Shares was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States and (3) neither the seller nor any person acting on its behalf engaged in any directed selling efforts in connection with the offer and sale of such Shares. Terms used herein have the meanings given to them by Regulation S;

Provided, further, that, if any such Shares are being sold under clause (iii)(C)(y) above, the legend may be removed by delivery to Computershare Investor Services Inc. of an opinion of counsel, of recognized standing reasonably satisfactory to the Corporation, to the effect that such legend is no longer required under applicable requirements of the 1933 Act or state securities laws."

6. Each Underwriter agrees that:

(a) It will deliver, through its U.S. affiliate, a copy of each of the preliminary U.S. offering circular and final U.S. offering circular (including the Canadian preliminary prospectus or final prospectus, as the case may be, relating to the Shares and a U.S. covering memorandum) for the U.S. offering to each person in the United States purchasing Shares from it;

(b) It shall cause its U.S. affiliate to agree, for the benefit of the Corporation, to the same provisions as are contained in paragraphs 5 and 6; and

(c) At the Closing Time, it, together with its U.S. affiliate selling Shares in the United States, will provide a certificate, substantially in the form of Exhibit I to this Schedule, relating to the manner of the offer and sale of the Shares in the United States.

EXHIBIT I TO SCHEDULE A
UNDERWRITERS' CERTIFICATE

In connection with the private placement in the United States of the common shares (the "Shares") of Workbrain Corporation (the "Corporation") pursuant to the Underwriting Agreement dated December 2, 2003 among the Corporation and the Underwriters named therein (the "Underwriting Agreement"), each of the undersigned does hereby certify as follows:

(i) **[U.S. affiliate]** is a duly registered broker or dealer with the United States Securities and Exchange Commission (the "SEC") and the National Association of Securities Dealers, Inc. ("NASD") and is in good standing with the NASD and the SEC on the date hereof;

(ii) each purchaser was provided with a copy of the U.S. offering circular, including the Canadian final prospectus dated December 3, 2003 and a U.S. covering memorandum, for the offering of the Shares in the United States;

(iii) immediately prior to transmitting such U.S. offering circular to the purchasers, we had reasonable grounds to believe and did believe that each offeree was either a Qualified Institutional Buyer (as defined in Rule 144A) or an "institutional accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D and, on the date hereof, we continue to believe that each U.S. person purchasing Shares from us is either a Qualified Institutional Buyer or an institutional accredited investor;

(iv) no form of general solicitation or general advertising (as those terms are used in Regulation D under the 1933 Act) was used by us, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Shares in the United States or to U.S. persons;

(v) the offering of the Shares in the United States has been conducted by us in accordance with the Underwriting Agreement; and

(vi) prior to any sale of Shares in the United States, we caused each U.S. purchaser who is not a Qualified Institutional Buyer to execute a U.S. Purchaser's Letter in the form of Exhibit II to Schedule A of the Underwriting Agreement.

Terms used in this certificate have the meanings given to them in the Underwriting Agreement unless otherwise defined herein.

IN WITNESS OF WHICH the parties have duly executed this Agreement.

NAME OF UNDERWRITER

By: _____

Name: ●

Title: ●

NAME OF U.S. AFFILIATE

By: _____

Name: ●

Title: ●

EXHIBIT II TO SCHEDULE A
U.S. PURCHASER'S LETTER

[attach standard U.S. affiliate representation letter]

SCHEDULE B
FORM OF LEGAL OPINIONS OF COUNSEL TO THE CORPORATION

Opinion of Goodman and Carr LLP

[GOODMAN AND CARR LLP]

December **[11]**, 2003

RBC Dominion Securities Inc.
CIBC World Markets Inc.
National Bank Financial Inc.
Griffiths McBurney & Partners
Sprott Securities Inc.

c/o RBC Dominion Securities Inc.
P.O. Box 50
Royal Bank Plaza
South Tower, 4th Floor
Toronto, Ontario M5J 2W7

EdgeStone Capital Venture Fund, Nominee Inc.
The Exchange Tower
130 King Street West
Suite 600, P.O. Box 187
Toronto, Ontario M5X 1A6

ABS Ventures WB SRL
345 Park Avenue
16th Floor
New York, NY 10154

Board of Directors of Workbrain Corporation
c/o Workbrain Corporation
250 Ferrand Drive
Suite 1200
Toronto, Ontario M3C 3G8

Torys LLP
Suite 3000
Box 270, TD Centre
79 Wellington Street W.
Toronto, Ontario
M5K 1N2 Canada

Osler, Hoskin & Harcourt LLP
P.O. Box 50
1 First Canadian Place
Toronto, Ontario M5X 1B8

Computershare Investor Services Inc.
100 University Avenue
9th Floor
Toronto, Ontario M5J 2Y1

Dear Sirs/Mesdames:

Re: Workbrain Corporation – Public Offering of 2,860,000 Common Shares

1. SCOPE OF OPINION

Introduction

1.1 We have acted as counsel for Workbrain Corporation (**"Workbrain"**) in connection with:

1.1.1 the reorganization of Workbrain involving, among other things, the amendment of the articles of Workbrain to effect a five-for-two share consolidation and an agreement to convert the existing Class A, Series I preferred shares of Workbrain (**"Class A Shares"**) and Class B, Series II preferred shares of Workbrain (**"Class B Shares"**) into common shares of Workbrain (**"Common Shares"**) on a one-for-one basis; and

1.1.2 the issue and sale today by Workbrain of 2,860,000 Common Shares (the **"Purchased Shares"**) at a price of $14.00 per share under an underwriting agreement dated December 2, 2003 (the **"Underwriting Agreement"**) between Workbrain and RBC Dominion Securities Inc., CIBC World Markets Inc., National Bank Financial Inc., Griffiths McBurney & Partners and Sprott Securities Inc. (collectively, the **"Underwriters"**).

1.2 Workbrain has also granted in the Underwriting Agreement an option to the Underwriters to purchase up to 429,000 additional Common Shares (the **"Additional Shares"**) to cover over-allotments and for market stabilization purposes (the Additional Shares and the Purchased Shares are collectively referred to as the **"Shares"**).

1.3 This opinion is given to you under section 9(a) of the Underwriting Agreement. Capitalized terms used but not defined in this opinion have the respective meanings given to those terms in the Underwriting Agreement. All references in this opinion letter to sections are references to sections of this opinion letter unless otherwise indicated.

Examination of Documents

1.4 As counsel, we have participated, together with Torys LLP and Osler, Hoskin & Harcourt LLP, counsel for the Underwriters, in the preparation of, or we have examined executed copies of:

1.4.1 the notice of special meeting of Workbrain dated November 7, 2003 and accompanying form of proxy;

1.4.2 the following agreements executed in connection with the reorganization of Workbrain (the **"Reorganization"**):

1.4.2.1 the conversion agreement dated as of November 17, 2003 between Workbrain and certain of its shareholders (the **"Conversion Agreement"**) under which all of the Class A Shares and Class B Shares are being converted into Common Shares on Closing (the **"Conversion"**); and

1.4.2.2 the second amendment to the shareholders agreement of Workbrain dated as of November 7, 2003 between Workbrain and certain of its shareholders;

1.4.2.3 the second amendment to the registration rights agreement dated as of November 17, 2003 between Workbrain and certain of its shareholders (the **"Registration Rights Amendment"**);

1.4.2.4 the undertakings dated as of the Closing Date entered into by Workbrain in favour of each of EdgeStone Capital Venture Fund Nominee, Inc. and ABS Ventures WB SRL with respect to board nominees (the "**Principal Investors Undertakings**");

collectively, the **"Reorganization Agreements"**.

1.4.3 the Underwriting Agreement;

1.4.4 the following prospectuses (referred to collectively as the **"Prospectus"**):

1.4.4.1 the preliminary prospectus of Workbrain in the English language dated November 4, 2003 (the **"Preliminary Prospectus"**); and

1.4.4.2 the (final) prospectus of Workbrain in the English language dated December **[3]**, 2003 (the **"Final Prospectus"**)

each offering the Shares for sale to the public in Canada, as filed by Workbrain with the Ontario Securities Commission and with the securities regulatory authorities of each of the other provinces of Canada pursuant to the Mutual Reliance Review System for prospectuses and annual information forms under National Policy 43-201; and

1.4.5 the agreement dated as of December **[11]**, 2003 (the **"Computershare Agreement"**) between Workbrain and Computershare Investor Services Inc. (**"Computershare"**) under which Computershare has been appointed registrar, transfer agent and dividend disbursing agent for Common Shares.

The Underwriting Agreement and Computershare Agreement are collectively referred to as the **"Offering Agreements"**. The Reorganization Agreements and the Offering Agreements are collectively referred to as the **"Agreements"**.

1.5 We have also made those investigations and examined originals or copies, certified or otherwise identified to our satisfaction, of those certificates of public officials and of those other certificates, documents and records as we considered necessary or relevant for purposes of the opinions expressed below, including:

1.5.1 the articles and by-laws of Workbrain, including two certificates and articles of amendment of Workbrain, each dated December **[10]**, 2003;

1.5.2 resolutions of the board of directors and the shareholders of Workbrain, authorizing certain transactions contemplated by the Underwriting Agreement and related transactions;

1.5.3 all minutes of meetings of the shareholders, directors and committees of directors of Workbrain, contained in the minute books of Workbrain as at December ■, 2003;

1.5.4 certificates of status issued in respect of each of Workbrain, Workbrain, Inc., Schedulebrain Inc., Workbrain International Ltd. and Workforce Logistics (Canada) Inc. pursuant to the Business Corporations Act (Ontario) (**"OBCA"**) dated December ■, 2003;

1.5.5 a certificate of a senior officer or director of Workbrain with respect to certain factual matters, a copy of which has been delivered to you.

Assumptions

1.6 We have made the following assumptions:

1.6.1 with respect to all documents examined by us, the genuineness of all signatures, the legal capacity at all relevant times of individuals signing any documents, the authenticity and completeness of all documents submitted to us as originals, the conformity to authentic original documents of all documents submitted to us as certified, conformed, telecopied or photocopied copies and the authenticity of the originals of those documents;

1.6.2 the certificate of status referred to in section 1.5.4 continues to be accurate as of the date of this opinion as if issued on that date; and

1.6.3 each of the parties to each of the Agreements (other than Workbrain) (1) in the case of a corporation or other entity, is existing under the laws of its jurisdiction of incorporation or formation, has the corporate or other power and capacity to enter into, to deliver and to perform its obligations under each Agreement to which it is a party, (2) in the case of an individual, has the requisite legal capacity to enter into, to deliver and perform its obligations under each Agreement to which it is a party, and (3) has duly authorized (in the case of a corporation or other entity), executed and delivered each Agreement to which it is a party, each of which is a legal, valid and binding obligation against it enforceable against it in accordance with its terms.

1.7 We have relied solely, without independent verification, upon the certificates referred to in sections 1.5.4 and 1.5.5 with respect to the accuracy of the factual matters contained in those certificates. We have not performed any independent check or verification of those factual matters.

Laws Addressed

1.8 The opinions expressed in this letter are limited to the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario as they exist on the date hereof.

2. OPINIONS

Based upon and subject to the foregoing, and to the qualifications expressed below, we are of the opinion that:

Corporate Opinions

2.1 Each of Workbrain, Workbrain, Inc., Schedulebrain Inc., Workbrain International Ltd. and Workforce Logistics (Canada) Inc. is validly existing under the OBCA.

2.2 Workbrain has the corporate power and capacity (1) to execute, deliver and perform its obligations under the Reorganization Agreements to which it is a party and (2) to issue ■ Common Shares upon conversion of the Class A Shares and Class B Shares in accordance with the Conversion Agreement.

2.3 Workbrain has taken all necessary corporate action (1) to authorize the execution, delivery and performance by it of the Reorganization Agreements to which it is a party and (2) to issue ■ Common Shares upon conversion of the Class A Shares and Class B Shares in accordance with the Conversion Agreement.

2.4 Workbrain has duly executed and delivered each of the Reorganization Agreements to which it is a party.

2.5 All necessary corporate action has been taken in accordance with the Conversion Agreement to effect the Conversion, and the Conversion became effective on Closing.

Shares

2.6 The authorized capital of Workbrain consists of an unlimited number of Common Shares.

2.7 Immediately following the Conversion (but excluding the issuance of the Purchased Shares), ■ Common Shares were issued and are outstanding as fully paid and non-assessable shares.

2.8 As of the date hereof, options to purchase ■ Common Shares have been granted pursuant to the stock option plan of Workbrain in effect as of May 10, 2001, as amended December ■, 2003.

2.9 As of the date hereof, there are issued and outstanding in the name of each of the following shareholders of Workbrain listed below that number of Common Shares set out opposite such shareholder's name:

Shareholder	**Number of Common Shares**
The Ossip Family Trust	400,000
6 Mead Inc.	4,419,200
EdgeStone Capital Venture Fund Nominee, Inc.	1,741,653, together with warrants enabling it to purchase up to an additional 209,667 Common Shares
Bryker Technology Partners LP	248,448
ABS Ventures WB SRL	1,987,578

2.10 As of the date hereof, warrants issued by Workbrain to purchase up to ■ Common Shares are outstanding.

Enforceability Opinions

2.11 Each of the Reorganization Agreements (other than the Registration Rights Amendment and the Principal Investors Undertakings, on which we express no opinion) to which Workbrain is a party constitutes a legal, valid and binding obligation of Workbrain, enforceable against Workbrain in accordance with its terms.

Non-contravention and No Breach Opinion

2.12 The Conversion and the execution, delivery and performance of each of the Reorganization Agreements to which Workbrain is a party do not and will not contravene, breach or result in a default under:

2.12.1 the articles or by-laws of Workbrain;

2.12.2 any resolutions of the shareholders, directors or any committee of directors of Workbrain; or

2.12.3 any law, statute, rule or regulation of the Province of Ontario or of Canada applicable in Ontario to which Workbrain is subject and which may affect the legality, validity or enforceability of the Conversion or the Reorganization Agreements.

2.13 The execution, delivery and performance of each of the Offering Agreements to which Workbrain is a party do not and will not contravene, breach or result in a default under any resolution of the shareholders, directors or any committee of directors of Workbrain.

Pending Litigation Opinion

2.14 We have not been retained to represent Workbrain in respect of any pending or overtly threatened:

2.14.1 court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal or criminal),

2.14.2 arbitration or other dispute settlement procedure, or

2.14.3 investigation or inquiry by any governmental, administrative, regulatory or other similar body;

that, if determined adversely to Workbrain may affect the legality, validity or enforceability of the Conversion, the Reorganization Agreements, the Offering Agreements or the issuance, sale and delivery of the Shares.

3. QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

3.1 The validity, binding effect and enforceability of each of the Agreements is subject to bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other similar laws of general application affecting the enforcement of creditors' rights generally.

3.2 The validity, binding effect and enforceability of each of the Agreements is subject to general equitable principles, including the fact that the availability of equitable remedies, such as injunctive relief and specific performance, is in the discretion of a court.

3.3 We express no opinion as to the enforceability of any provision of any Agreement which states that amendments or waivers of or with respect to that Agreement that are not in writing will not be effective.

3.4 The enforceability of each of the Agreements may be affected or limited by collateral agreements or arrangements related thereto of which we are not aware.

3.5 The right to exercise unilateral or unfettered discretion contained in any of the Agreements will not prevent a court from requiring such discretion to be exercised reasonably.

3.6 Provisions contained in an Agreement which purport to sever from that Agreement any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of that Agreement may be enforced only in the discretion of a court.

3.7 We express no opinion as to the enforceability of any provision of an Agreement which requires a party to pay, or to indemnify another party for, the costs and expenses of that other party in connection with judicial proceedings, since those provisions may derogate from a court's discretion to determine by whom and to what extent those costs should be paid.

4. RELIANCE

This opinion relates exclusively to, may be relied upon only by the addressees for the purposes of, the transaction contemplated by this opinion. We understand that Osler, Hoskin & Harcourt LLP will be relying on this opinion for the purpose of opinions to be given by them

to the Underwriters in connection with the offering and sale of the Shares. This opinion may not, in whole or in part, be relied upon by any other person or for any other purpose, nor may it be quoted in whole or in part or otherwise referred to, without our prior written consent.

Yours very truly,

Opinion of Torys LLP

[TORYS LLP]

December **[11]**, 2003

RBC Dominion Securities Inc.
CIBC World Markets Inc.
National Bank Financial Inc.
Griffiths McBurney & Partners
Sprott Securities Inc.

c/o RBC Dominion Securities Inc.
P.O. Box 50
Royal Bank Plaza
South Tower, 4th Floor
Toronto, Ontario M5J 2W7

Board of Directors of Workbrain Corporation
c/o Workbrain Corporation
250 Ferrand Drive
Suite 1200
Toronto, Ontario M3C 3G8

Osler, Hoskin & Harcourt LLP
P.O. Box 50
1 First Canadian Place
Toronto, Ontario M5X 1B8

Computershare Investor Services Inc.
100 University Avenue
9th Floor
Toronto, Ontario M5J 2Y1

Dear Sirs/Mesdames:

Re: Workbrain Corporation – Public Offering of 2,860,000 Common Shares

1. SCOPE OF OPINION

Introduction

1.1 We have acted as counsel for Workbrain Corporation (**"Workbrain"**) in connection with:

1.1.1 the reorganization of Workbrain involving, among other things, the amendment of the articles of Workbrain to effect a five-for-two share consolidation and an agreement to convert the existing Class A, Series I preferred shares of Workbrain (**"Class A Shares"**) and Class B, Series II preferred shares of Workbrain (**"Class B Shares"**) into common shares of Workbrain (**"Common Shares"**) on a one-for-one basis; and

1.1.2 the issue and sale today by Workbrain of 2,860,000 Common Shares (the **"Purchased Shares"**) at a price of C$14.00 per share under an underwriting agreement dated December 2, 2003 (the **"Underwriting Agreement"**) between Workbrain and RBC Dominion Securities Inc., CIBC World Markets Inc., National Bank Financial Inc., Griffiths

McBurney & Partners and Sprott Securities Inc. (collectively, the **"Underwriters"**).

1.2 Workbrain has also granted in the Underwriting Agreement an option to the Underwriters to purchase up to 429,000 additional Common Shares (the **"Additional Shares"**) to cover over-allotments and for market stabilization purposes (the Additional Shares and the Purchased Shares are collectively referred to as the **"Shares"**).

1.3 This opinion is given to you under section 9(a) of the Underwriting Agreement. Capitalized terms used but not defined in this opinion have the respective meanings given to those terms in the Underwriting Agreement. All references in this opinion letter to sections are references to sections of this opinion letter unless otherwise indicated.

Examination of Documents

1.4 As counsel, we have participated, together with Goodman and Carr LLP and Osler, Hoskin & Harcourt LLP, counsel for the Underwriters, in the preparation of, or we have examined executed copies of:

1.4.1 the notice of special meeting of Workbrain dated November 7, 2003 and accompanying form of proxy;

1.4.2 the following agreements executed in connection with the reorganization of Workbrain:

1.4.2.1 the conversion agreement dated as of November 17, 2003 between Workbrain and certain of its shareholders under which all of the Class A Shares and Class B Shares are being converted into Common Shares on Closing (the **"Conversion"**);

1.4.2.2 the second amendment to the shareholders agreement of Workbrain dated as of November 7, 2003 between Workbrain and certain of its shareholders;

1.4.2.3 the second amendment to the registration rights agreement dated as of November 17, 2003 between Workbrain and certain of its shareholders (the **"Registration Rights Amendment"**);

1.4.2.4 the undertakings dated as of the Closing Date entered into by Workbrain in favour of each of EdgeStone and ABS (collectively, the **"Principal Investors"**) with respect to board nominees (collectively the **"Workbrain Nominee Undertakings"**);

1.4.2.5 the undertakings dated as of the Closing Date entered into by Ossip Family Trust and 6 Mead Inc. in favour of each of the Principal Investors with respect to board nominees; and

1.4.2.6 the transfer undertakings dated as of the Closing Date entered into by each of Ossip Family Trust and 6 Mead Inc. in favour of each of the Principal Investors;

collectively, the **"Reorganization Agreements"**.

1.4.3 the Underwriting Agreement;

1.4.4 the following prospectuses (referred to collectively as the **"Prospectus"**):

1.4.4.1 the preliminary prospectus of Workbrain in the English language dated November 4, 2003 (the **"Preliminary Prospectus"**); and

1.4.4.2 the (final) prospectus of Workbrain in the English language dated December **[3]**, 2003 (the **"Final Prospectus"**)

each offering the Shares for sale to the public in Canada, as filed by Workbrain with the Ontario Securities Commission (the **"Reviewing Authority"**) and with the securities regulatory authorities (collectively with the Reviewing Authority, the **"Qualifying Authorities"**) of each of the other provinces of Canada pursuant to the Mutual Reliance Review System (**"MRRS"**) for prospectuses and annual information forms under National Policy 43-201 (**"NP 43-201"**);

1.4.5 the preliminary U.S. offering circular of Workbrain dated November 4, 2003 and the (final) U.S. offering circular of Workbrain dated December **[3]**, 2003, each offering the Shares for sale on a private placement basis in the United States (collectively, the **"U.S. Offering Circular"**);

1.4.6 the form of definitive common share certificate (the **"Share Certificate Form"**) representing Common Shares;

1.4.7 (1) the share certificate representing ■ Purchased Shares that were offered and sold by the Underwriters outside the United States and (2) the share certificate representing ■ Purchased Shares that were offered and sold by the Underwriters within the United States (collectively, the **"Share Certificates"**), in each case registered in the name of "RBC Dominion Securities Inc."; and

1.4.8 the agreement dated as of December **[11]**, 2003 (the **"Computershare Agreement"**) between Workbrain and Computershare Investor Services Inc. (**"Computershare"**) under which Computershare has been appointed registrar, transfer agent and dividend disbursing agent for Common Shares.

The Underwriting Agreement and Computershare Agreement are collectively referred to as the **"Offering Agreements"**. The Reorganization Agreements and the Offering Agreements are collectively referred to as the **"Agreements"**.

1.5 We have also made those investigations and examined originals or copies, certified or otherwise identified to our satisfaction, of those certificates of public officials and of those other certificates, documents and records as we considered necessary or relevant for purposes of the opinions expressed below, including:

1.5.1 the articles and by-laws of Workbrain, including two certificates and articles of amendment of Workbrain, each dated December **[10]**, 2003;

1.5.2 resolutions of the board of directors and the shareholders of Workbrain, authorizing certain transactions contemplated by the Underwriting Agreement and related transactions;

1.5.3 a certificate of good standing issued by the Delaware Secretary of State in respect of Workbrain, Inc. (Delaware) (**"Workbrain Delaware"**) dated December **[10]**, 2003;

1.5.4 (1) the preliminary MRRS decision document dated November 4, 2003 issued by the Reviewing Authority under NP 43-201 in respect of the Preliminary Prospectus and (2) the final MRRS decision document dated December **[3]**, 2003 issued by the Reviewing Authority under NP 43-201 in respect of the Final Prospectus;

1.5.5 a certificate of a senior officer or director of each of Workbrain and Workbrain Delaware with respect to certain factual matters, copies of which have been delivered to you.

Assumptions

1.6 We have made the following assumptions:

1.6.1 with respect to all documents examined by us, the genuineness of all signatures, the legal capacity of individuals signing any documents, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as certified, conformed, telecopied or photocopied copies;

1.6.2 the certificate of good standing referred to in section 1.5.4 continues to be accurate as of the date of this opinion as if issued on that date;

1.6.3 each of the parties to each of the Agreements (other than Workbrain) (1) in the case of a corporation or other entity, is existing under the laws of its jurisdiction of incorporation or formation, has the corporate or other power and capacity to enter into and to perform its obligations under each Agreement to which it is a party, (2) in the case of an individual, has the requisite legal capacity to enter into and perform its obligations under each

Agreement to which it is a party, and (3) has duly authorized (in the case of a corporation or other entity), executed and delivered each Agreement to which it is a party;

1.6.4 no "material change" within the meaning of the Securities Act (Ontario) requiring the filing of an amendment to the Final Prospectus has occurred since the date of the filing of the Final Prospectus; and

1.6.5 the Shares have been and will be offered and sold in the United States in accordance with the procedures, undertakings, agreements and representations set out in the Underwriting Agreement.

1.7 We have relied solely upon the certificates referred to in section 1.5.5 with respect to the accuracy of the factual matters contained in those certificates. We have not performed any independent check or verification of those factual matters.

1.8 In giving the opinions expressed in sections 2.4 and 2.9 regarding the execution and delivery and enforceability of the Registration Rights Amendment and Workbrain Nominee Undertakings, we have relied exclusively upon opinions from Goodman and Carr LLP regarding existence, corporate power and authority and capacity and necessary corporate action regarding those Agreements. We have reviewed those opinions and believe that they are satisfactory in form and scope and that you and we are justified in relying on them.

1.9 In expressing the opinion set out in sections 2.7 and 2.18 below, we have relied, as to the compliance of the Share Certificate Form with the rules and regulations of the Toronto Stock Exchange and the fact of listing and posting for trading of the Common Shares on the Toronto Stock Exchange, exclusively on letters from that exchange dated November 27, 2003 and December **[10]**, 2003, copies of which have been delivered to you.

Laws Addressed

1.10 The opinions expressed in this letter are limited to (1) the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario, in the case of the opinions expressed in all sections other than section 2.1 and 2.11, (2) the General Corporation Law of the State of Delaware, in the case of the opinion expressed in section 2.1 and (3) the laws of the State of New York and the federal laws of the United States, in the case of the opinion expressed in section 2.11.

1.11 With respect to (1) the securities law qualification opinion applicable to the laws of provinces other than the laws of the Province of Ontario, (2) the translation of the Prospectus into the French language, (3) compliance with the laws of the Province of Quebec as to the use of the French language and (4) the translation of the Share Certificate into the French language, we have reviewed opinions of local counsel and an opinion of Workbrain's auditors, copies of which have been delivered to you. We have reviewed those opinions and believe that they are satisfactory in form and scope and that you are justified in relying on them. However, we have made no independent investigation, nor are we providing any independent opinion, with respect to the those opinions since we are not qualified to practice law in the jurisdictions covered by those opinions.

2. OPINIONS

Based upon and subject to the foregoing, and to the qualifications expressed below, we are of the opinion that:

Corporate Opinions

2.1 Workbrain Delaware is a corporation existing and in good standing under the laws of the State of Delaware.

2.2 Workbrain has the corporate power and capacity (1) to own, lease and operate its properties and assets and conduct its business as described in the Final Prospectus, (2) to execute, deliver and perform its obligations under the Offering Agreements to which it is a party, (3) to execute and file the English and French language versions of the Prospectus as contemplated by the Underwriting Agreement and (4) to issue and sell the Shares to the Underwriters and to execute and deliver the Share Certificates.

2.3 Workbrain has taken all necessary corporate action (1) to authorize the execution, delivery and performance by it of the Offering Agreements to which it is a party, (2) to authorize the execution and filing of the English and French language versions of the Prospectus as contemplated by the Underwriting Agreement and (3) to validly issue and sell the Shares to the Underwriters and to execute and deliver the Share Certificates.

2.4 Workbrain has duly executed and delivered each of the Offering Agreements to which it is a party, the Registration Rights Amendment and the Workbrain Nominee Undertakings, and has duly executed the English and French language versions of the Prospectus.

Shares

2.5 The Purchased Shares have been validly issued and are outstanding as fully paid and non-assessable Common Shares.

2.6 The attributes of the Common Shares conform in all material respects with the description of those attributes contained in the Prospectus under the caption “Description of Share Capital of Workbrain Corporation”.

2.7 The Share Certificate Form has been duly approved and adopted by Workbrain and complies in all material respects with the articles and by-laws of Workbrain, the OBCA and those requirements of the Toronto Stock Exchange relating to share certificates.

2.8 The Share Certificates have been duly executed and delivered by Workbrain.

Enforceability Opinions

2.9 Each of the Offering Agreements to which Workbrain is a party, the Registration Rights Amendment and each of the Workbrain Nominee Undertakings constitutes a legal, valid and binding obligation of Workbrain, enforceable against Workbrain in accordance with its terms.

Securities Law Opinions

2.10 All necessary documents have been filed, all proceedings have been taken and all other legal requirements have been fulfilled under the Securities Act (Ontario) and any regulations or rules made under the Securities Act (Ontario) (collectively, the **"Securities Laws"**) to qualify the Shares to be offered and sold to the public in the Province of Ontario as and from December **[3]**, 2003 by or through registrants, investment dealers or brokers duly and properly registered, if required, in a category permitting them to so trade those Shares under the Securities Laws who have complied with the relevant provisions of those Securities Laws.

2.11 Assuming (1) that the offer and sale of the Shares has been and will be conducted and effected solely in the manner contemplated by the U.S. Offering Circular and the Underwriting Agreement, and (2) the accuracy of the respective representations and warranties of Workbrain and the Underwriters, and compliance with their respective covenants and agreements set out in the Underwriting Agreement, the offer, sale and delivery of the Shares to the Underwriters in the manner contemplated by the Underwriting Agreement and the U.S. Offering Circular, and the initial resale of the Shares by the Underwriters directly or through their respective affiliated selling agents in the manner contemplated in the U.S. Offering Circular and the Underwriting Agreement, do not require registration under the United States Securities Act of 1933, as amended.

Transfer Agent Opinion

2.12 Computershare has been duly appointed as the registrar, transfer agent and dividend disbursing agent of the Common Shares at its principal office in the city of Toronto.

Non-contravention and No Breach Opinion

2.13 The execution, delivery and performance of each of the Offering Agreements to which Workbrain is a party and the issuance, sale and delivery of the Shares and the execution and delivery of the Share Certificates do not and will not contravene, breach or result in a default under:

2.13.1 the articles or by-laws of Workbrain; or

2.13.2 any law, statute, rule or regulation of the Province of Ontario or of Canada applicable in Ontario to which Workbrain is subject and which may affect the legality, validity or enforceability of the Offering Agreements or the issuance, sale and delivery of the Shares.

Pending Litigation Opinion

2.14 We have not been retained to represent Workbrain in respect of any pending or overtly threatened:

2.14.1 court, administrative, regulatory or similar proceeding (whether civil, quasi-criminal or criminal),

2.14.2 arbitration or other dispute settlement procedure, or

2.14.3 investigation or inquiry by any governmental, administrative, regulatory or other similar body;

that, if determined adversely to Workbrain may affect the legality, validity or enforceability of the Conversion, the Reorganization Agreements, the Offering Agreements or the issuance, sale and delivery of the Shares.

Eligibility for Investment Opinions

2.15 The Shares are investments in which:

2.15.1 the provisions of the Insurance Companies Act (Canada) would not, subject to compliance with the prudent investment and lending policies, standards and procedures required to be established pursuant to that Act and in the case of foreign companies (as defined in that Act) subject to any restriction contained in the trust deed creating the trust in respect of such assets, preclude the funds of companies (as defined in that Act) or societies (as defined in that Act) or the assets of foreign companies (as defined in that Act) required to be vested in trust, from being invested;

2.15.2 the provisions of the Pension Benefits Standards Act, 1985 (Canada) and the Regulation thereunder would not, subject to compliance with the prudent investment standards of that Act, and compliance with the statement of investment policies and procedures for such plan required to be established pursuant to that Act, preclude the funds of a pension plan regulated thereunder from being invested;

2.15.3 the provisions of the Trust and Loan Companies Act (Canada) would not, subject to compliance with the prudent investment and lending policies, standards and procedures required to be established pursuant to that Act, preclude the funds of companies regulated under that Act from being invested;

2.15.4 the provisions of the Pension Benefits Act (Ontario) and the Regulation thereunder would not preclude the funds of a pension plan regulated thereunder from being invested, provided that if the plan administrator is investing the assets of the plan in accordance with sections 6, 7, 7.1 and 7.2 and Schedule III to the Regulation under the Pension Benefits Standards Act, 1985 (Canada) as it read on December 31, 1999, as incorporated by reference into the Regulation under the Pension Benefits Act (Ontario), the investment by such plan in the Shares adheres to the investment criteria established thereunder, and provided further that such investment is in compliance with the prudent investment standards of the Pension Benefits Act (Ontario); and

2.15.5 the provisions of the Loan and Trust Corporations Act (Ontario) and the Regulation thereunder would not, subject to compliance with the prudent investment standards of that Act, preclude the funds received as deposits

by registered corporations (as defined in that Act) from being invested, provided that written procedures to ensure that prudent investment standards are applied have been established and filed under that Act.

Tax Opinions

2.16 The Shares will, once listed on the Toronto Stock Exchange, be qualified investments under the Income Tax Act (Canada) for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans and registered education savings plans.

2.17 The Shares do not constitute "foreign property" for the purposes of Part XI of the Income Tax Act (Canada).

Listing Opinion

2.18 The Toronto Stock Exchange has listed the Common Shares and conditionally approved the posting for trading of the Common Shares at the opening of trading on December **[11]**, 2003.

3. QUALIFICATIONS

The foregoing opinions are subject to the following qualifications:

3.1 The enforceability of each of the Agreements is subject to bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium and other similar laws of general application affecting the enforcement of creditors' rights generally.

3.2 The enforceability of each of the Agreements is subject to general equitable principles, including the fact that the availability of equitable remedies, such as injunctive relief and specific performance, is in the discretion of a court.

3.3 We express no opinion as to the enforceability of any provision of any Agreement which states that amendments or waivers of or with respect to that Agreement that are not in writing will not be effective.

3.4 Provisions contained in an Agreement which purport to sever from that Agreement any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of that Agreement may be enforced only in the discretion of a court.

3.5 The enforceability of the indemnity and contribution provisions contained in the Underwriting Agreement may be limited by applicable law, including to the extent they directly or indirectly relate to liabilities imposed on a party by law for which it would be contrary to public policy to require another party to indemnify the party or to contribute.

3.6 We express no opinion as to the enforceability of any provision of an Agreement which requires a party to pay, or to indemnify another party for, the costs and expenses of that other party in connection with judicial proceedings, since those provisions may derogate from a court's discretion to determine by whom and to what extent those costs should be paid.

4. RELIANCE

This opinion may be relied upon only by the addressees for the purposes of the transaction contemplated by this opinion. We understand that Osler, Hoskin & Harcourt LLP will be relying on this opinion for the purpose of opinions to be given by them to the Underwriters in connection with the offering and sale of the Shares. This opinion may not be relied upon by any other person or for any other purpose, nor may it be quoted in whole or in part or otherwise referred to, without our prior written consent.

Yours very truly,

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