

CARLAW
CAPITAL

CARLAW CAPITAL II CORP.
77 Bloor West, Suite 1406
Toronto, Ontario
M5S 1M2

April 30, 2009

TrueContext Corporation
800 - 535 Legget Drive
Ottawa, Ontario
K2K 3B8 Canada

Attention: Alvaro Pombo

-and to-

The Principal Shareholders (as defined herein)

Dear Sirs:

Re: Acquisition of all of the issued and outstanding common shares of TrueContext Corporation ("TrueContext")

This binding Agreement sets forth our mutual agreement with regard to the acquisition (the "**Transaction**") of all of the issued and outstanding common shares in the capital of TrueContext, a Canadian corporation (the "**TrueContext Common Shares**"), by Carlaw Capital II Corp., an Ontario corporation ("**Carlaw**") (collectively, the "**Parties**" and individually a "**Party**").

Subject to the conditions set forth herein, the terms of this Agreement are intended to create binding and enforceable obligations on Carlaw, TrueContext and each of (i) Wesley Clover Corporation; (ii) Skypoint II, G.P. Co. (US) Inc., as nominee; (iii) Skypoint II, G.P. Co. Inc., as nominee; and (iv) Alvaro Pombo (collectively, the "**Principal Shareholders**").

All defined terms used herein which are not otherwise defined shall have the meanings attributed to them in Schedule A.

TrueContext, Carlaw and the Principal Shareholders hereby agree as follows:

Transaction

1. Subject to the terms hereof, on the closing of the Transaction (the “**Closing Date**”), Carlaw will acquire all of the issued and outstanding TrueContext Common Shares by way of a “three-cornered” amalgamation whereby a newly-formed wholly-owned subsidiary of Carlaw, which Carlaw shall have incorporated under the laws of Canada (the “**Carlaw Sub**”), shall amalgamate with TrueContext under the *Canada Business Corporations Act* (the “**CBCA**”), with the separate existence of the Carlaw Sub to cease and with TrueContext to be the amalgamated corporation (the “**Amalgamation**”). As a result of the Amalgamation and based upon the capitalization table attached hereto as Schedule E, the holders of the issued and outstanding TrueContext Common Shares shall receive one (1) common share in the capital of Carlaw (each, a “**Carlaw Common Share**”) for each one (1) TrueContext Common Share (the “**Exchange Ratio**”) on the closing date of the Transaction (the “**Closing Date**”).
2. As of the date of this Agreement, the issued and outstanding capital of TrueContext consists of 692,662 TrueContext Common Shares, 5,007,329 Class 1 Preferred Shares and 3,500,000 Class 2 Preferred Shares. Prior to the closing of the Transaction, it is contemplated that TrueContext will issue an aggregate of 1,176,121 TrueContext Common Shares to Alvaro Pombo for consideration to be determined by TrueContext. Prior to the closing of the Transaction, TrueContext will reorganize all of its outstanding share capital (the “**Share Reorganization**”) so that, immediately prior to the closing of the Transaction, there will be 17,842,788 TrueContext Common Shares and no preferred shares issued and outstanding (without taking into account the TrueContext Common Shares to be issued in connection with the QT Financing as set out below).
3. As of the date of this Agreement, there are outstanding warrants to purchase up to 11,590 TrueContext Common Shares (the “**Existing TrueContext Warrants**”) and options to purchase up to 38,893 TrueContext Common Shares (the “**Existing TrueContext Options**”). TrueContext covenants that all of the Existing TrueContext Options will either be cancelled or expire unexercised prior to the closing of the Transaction and that no further options will be granted by TrueContext prior to the closing of the Transaction.
4. The capitalization of Carlaw assuming completion of the Share Reorganization, the issuance to Alvaro Pombo, the QT Financing and the Amalgamation is set out in the capitalization table attached hereto as Schedule E. Unless otherwise specified herein, all references to TrueContext Common Shares and New TrueContext Warrants (as defined below) in this Agreement are made on a post-Share Reorganization basis.
5. It is intended that the Transaction shall be completed by way of the Amalgamation; provided, however, that by mutual agreement the parties may revise the structure to accommodate efficiencies for various legal structures, tax and accounting treatment and securities regulation. The Transaction is intended to result in a reverse take-over of Carlaw by TrueContext and its shareholders. It is also intended that the Transaction will constitute the “Qualifying Transaction” of Carlaw as such term is defined in Policy 2.4 – *Capital Pool Companies* of the TSXV (the “**CPC Policy**”).
6. The Parties shall use their commercially reasonable efforts to consummate the Transaction in a timely manner and to timely prepare, negotiate, agree to and timely file any further documents, agreements and instruments required to be filed by either of the parties hereto or their respective affiliates to accomplish that purpose (all of which shall be in form and content reasonably satisfactory to each Party), including without limitation those required by the TSXV, pursuant to the requirements of the *Business Corporations Act* (Ontario) (the “**OBCA**”) and the CBCA,

applicable securities legislation relating to the Transaction and any other regulatory bodies having jurisdiction, to carry out the terms and objectives of this Agreement (collectively, the **"Transaction Documents"**). Although the parties intend to enter into additional Transaction Documents including an amalgamation agreement, the terms of which shall not be inconsistent with the terms of this definitive Agreement, to the extent that any such Transaction Documents are not deemed necessary to complete the Transaction and are not entered into, this Agreement shall remain as the binding agreement between the Parties.

TrueContext Concurrent Financing

7. On or prior to the closing of the Transaction, TrueContext shall complete a private placement of 6,000,000 units (each, a **"TrueContext Unit"**) at a price equal to \$0.15 per TrueContext Unit for aggregate gross proceeds of \$900,000 (of which \$150,000 shall be invested by Wesley Clover Corporation), or such other amount that may be acceptable to Carlaw (the **"QT Financing"**). Each TrueContext Unit shall consist of one (1) TrueContext Common Share and one-half of one warrant with each whole warrant (a **"New TrueContext Warrant"**) being exercisable for one TrueText Common Share for a period of two (2) years from the date of issuance at a price of \$0.30 per share. All of the TrueContext Common Shares and New TrueContext Warrants issuable pursuant to the QT Financing shall be exchanged into Carlaw Common Shares and warrants to purchase Carlaw Common Shares (the **"Carlaw Warrants"**) concurrently with the closing of the Transaction without requiring any further consent of the holders thereof. The final terms, conditions and documentation for the QT Financing shall be in such form as is reasonably satisfactory to each of TrueContext and Carlaw.

Option Plan

8. Subject to the approval of the TSXV, in connection with the Transaction, 2,473,879 Carlaw Common Shares shall be reserved for issuance to directors, officers, employees and consultants of Carlaw and its subsidiaries pursuant to Carlaw's existing stock option plan (the **"Carlaw Stock Option Plan"**) and in accordance with the allocation set out on Schedule G provided that such individuals set out on Schedule G are qualified to receive such options pursuant to the Carlaw Stock Option Plan. The foregoing Carlaw Common Shares reserved for issuance pursuant to the Carlaw Stock Option Plan shall be in addition to the 470,400 options currently issued to the directors and officers of Carlaw to purchase Carlaw Common Shares (the **"Carlaw Options"**) as of the date hereof. After the Closing Date, the board of directors of Carlaw shall determine from time to time at its discretion such further allocation of additional options under the Carlaw Stock Option Plan.

Board of Directors

9. Upon closing of the Transaction, the board of directors of Carlaw shall be reconstituted, subject to the minimum residency requirements of the OBCA, to consist of five (5) members, including Terry Matthews, Peter Charbonneau, Jon Shantz, Ravi Sood and an individual who shall be designated by Carlaw and who shall initially be Amar Bhalla. Carlaw shall continue for one year after the closing of the Transaction to use its commercially reasonable efforts to recommend Mr. Bhalla for election to its board of directors or such other designee as nominated by Mr. Bhalla. The above-mentioned board members shall determine the chairman and all committee members after the completion of the Transaction. The Parties acknowledge that the current board of directors of TrueContext consists of six (6) members consisting of Terry Matthews, Peter Charbonneau, Jon Shantz, Jim Davies, Pat Smith and Alvaro Pombo. Upon completion of the Amalgamation, the board of directors of TrueContext shall be identical to the board of directors

of Carlaw. TrueContext hereby acknowledges and confirms that, as at the date of this Agreement, TrueContext has in place directors' and officers' liability insurance sufficient for a company such as TrueContext. TrueContext and Carlaw hereby agree to amend and/or supplement such directors' and officers' liability insurance by the Closing Date to include the board of directors of Carlaw, and within 30 days after the completion of the Transaction, to seek such additional directors and officers' liability insurance as the directors may determine in their sole discretion.

Minimum Listing Requirements

10. It is anticipated that the resulting issuer will meet Tier 2 Minimum Listing Requirements (as such terms are defined in the CPC Policy).

Name Change

11. By special resolution, the shareholders of Carlaw have previously authorized the board of directors to amend the articles of Carlaw to change the name of Carlaw to such name as the board of directors may approve in their discretion (the "**Name Change**"), which amendment may be filed on or about the Closing Date. Carlaw hereby agrees to file articles of amendment to effect the Name Change and cause Carlaw to change its name to such name as may be mutually agreeable to Carlaw and TrueContext prior to the Closing Date.

Optional Capital Reorganization and Adjustment of Exchange Ratio

12. If, and whenever at any time during the term of this Agreement, TrueContext and Carlaw may, upon mutual agreement:
 - (a) subdivide, redivide or change the outstanding TrueContext Common Shares or Carlaw Common Shares into a greater number of shares;
 - (b) consolidate, combine or reduce the outstanding TrueContext Common Shares or Carlaw Common Shares into a lesser number of shares; or
 - (c) fix a record date for the issue of TrueContext Common Shares or Carlaw Common Shares or securities convertible into or exchangeable for TrueContext Common Shares or Carlaw Common Shares to all or substantially all of the holders of TrueContext Common Shares or Carlaw Common Shares by way of a stock dividend or other distribution,

then, in each such event, the Exchange Ratio shall, on the record date for such event or, if no record date is fixed, the effective date of such event, be adjusted on such terms as Carlaw and TrueContext may mutually agree.

Shareholder Meetings

13. TrueContext shall convene and hold a meeting of its shareholders (the "**TrueContext Shareholders Meeting**") in order to pass such necessary resolutions approving the Amalgamation and the Transaction in accordance its governing legislation, and for such other purposes consistent with this Agreement as shall be deemed appropriate by the board of directors of TrueContext. TrueContext shall prepare, in consultation with Carlaw, and furnish to the TrueContext shareholders such notice of meeting and other information as shall be deemed appropriate by the board of directors of TrueContext. TrueContext shall convene the TrueContext

Shareholders Meeting as soon as practicable, and solicit proxies to be voted at the TrueContext Shareholders Meeting in favour of the Transaction. TrueContext shall provide notice to Carlaw of the TrueContext Shareholders Meeting and allow representatives of Carlaw to attend such meeting. The board of directors of TrueContext shall recommend that TrueContext shareholders vote in favour of the Transaction and the notice to the TrueContext shareholders shall include a statement to that effect. The final terms, conditions and documentation for the TrueContext Shareholders Meeting shall be in a form to which Carlaw has given its written consent, which shall not be unreasonably withheld. TrueContext shall afford Carlaw with an opportunity to review all disclosure to TrueContext shareholders in respect of the TrueContext Shareholders Meeting.

14. If necessary to complete the Transaction, Carlaw shall convene and hold a meeting of its shareholders in order to pass such necessary resolutions in accordance with the provisions of the OBCA, and for such other purposes consistent with this Agreement as shall be deemed appropriate by the board of directors of Carlaw.

Preparation of Documents

15. Carlaw and TrueContext shall prepare as promptly and as reasonably practical after the date of the execution of this Agreement by all Parties:
 - (a) a filing statement in accordance with TSXV Form 3B2 to be submitted to the TSXV for approval of the Transaction;
 - (b) the Financial Statements, as well as such further audited, unaudited and pro-forma financial statements as may be required to meet the requirements of the TSXV and other applicable securities regulatory authorities;
 - (c) Personal Information Forms;
 - (d) business plans and financial projections; and
 - (e) any other documentation reasonably required by either Carlaw or TrueContext in order to complete the Transaction.

Each of Carlaw and TrueContext shall provide promptly to the other such information concerning its business and Financial Statements and affairs as, in the reasonable judgment of the providing party or its counsel, may be required or appropriate for inclusion in the filing statement and/or notice to the TrueContext shareholders, or in any amendments or supplements thereto, and to cause its counsel and auditors to cooperate with the other's counsel and auditors (if necessary) in the preparation of the filing statement and notice to TrueContext shareholders. Each of Carlaw and TrueContext will afford the other an opportunity to review all disclosure contained in the filing statement and notice to TrueContext shareholders and shall make all such changes as are reasonably requested.

Conditions Precedent

16. The implementation of this Agreement and the completion of the Transaction shall be subject to the following conditions precedent being satisfied prior to the Closing Date:
 - (a) Conditions Precedent for the Benefit of Carlaw:

- (i) TrueContext entering into any necessary Transaction Documents which shall not be inconsistent with the terms and conditions set forth herein and reasonably acceptable to Carlaw and its counsel;
- (ii) the tendering of all of the TrueContext Common Shares and New TrueContext Warrants to Carlaw free and clear of any and all encumbrances, liens, charges, demands of whatsoever under any applicable Law and there being no other convertible securities or stock options outstanding to acquire TrueContext Common Shares;
- (iii) delivery to the TSXV and Carlaw, within 10 days of the date of the execution of this Agreement by all Parties, of a duly completed and notarized Form 2A Personal Information Form for each of the proposed new Insiders (as such term is defined in the TSXV Corporate Finance Manual) of Carlaw pending completion of the Transaction and for such other persons as may be required by the TSXV;
- (iv) delivery to the TSXV of a duly completed Sponsor Report (as such term is defined in the TSXV Corporate Finance Manual) if so required by the TSXV;
- (v) receipt of all required approvals and consents for the Transaction and all related matters and the Transaction Documents, including without limitation:
 - A. the approval by the board of directors of TrueContext for any Transaction Document other than this Agreement to which TrueContext may be a party, to the extent that such other Transaction Document varies from or adds to the terms of this Agreement or otherwise is material;
 - B. the approval of the Transaction by the shareholders of TrueContext;
 - C. the approval of the TSXV; and
 - D. the approval of any other third parties from whom TrueContext must obtain consent;compliance with all requirements that may be imposed by the TSXV;
- (vi) upon completion of the Transaction, the resulting issuer meeting the applicable TSXV listing requirements for a Tier 2 Issuer (as such term is defined in the TSXV Corporate Finance Manual), including, without limitation, the public float requirements;
- (vii) TrueContext shall have provided such financial statements as required by the TSXV, including the Financial Statements;
- (viii) no material adverse change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of TrueContext or any Subsidiary (as such a term is defined below), financial or otherwise, between the date of this Agreement and the completion of the Transaction;

- (ix) resolution of the matters involving (i) the CANARIE E-Business Program Project Agreement, as described in Section B-37 to the Disclosure Schedule; (ii) the Industrial Research Assistance Program Repayable Contribution Agreement, as described in Section B-37 to the Disclosure Schedule; (iii) the employment related claim by **[note: deleted text]**, as described in Section B-47 to the Disclosure Schedule; and (iv) **[note: deleted text]**, as described in Section B-37 to the Disclosure Schedule *provided that* (x) the liability to TrueContext for the matters set out in subparagraphs (i) through (iv) of this section over the 12 month period subsequent to the date of this Agreement shall not be greater than \$100,000 in the aggregate; and (y) the maximum liability to TrueContext for the matter set out in subparagraph (i) of this section shall not be greater than \$200,000;
- (x) the representations and warranties of TrueContext and the Principal Shareholders contained herein and any representations and warranties of TrueContext and the Principal Shareholders in any other Transaction Documents shall be deemed to have been made again on the Closing Date and shall be true and correct in all material respects as of all relevant dates;
- (xi) TrueContext shall provide to Carlaw such necessary legal opinions with respect to TrueContext or any Subsidiary in relation to the Transaction, this Agreement and any Transaction Documents satisfactory to Carlaw and its counsel, acting reasonably;
- (xii) there being no legal proceedings or regulatory actions or proceedings, or to the Knowledge of TrueContext pending, against TrueContext or any Subsidiary at the Closing Date which may, if determined against the interests of TrueContext or any Subsidiary, have a Material Adverse Effect on TrueContext or any Subsidiary;
- (xiii) there being no prohibition at law against the Transaction;
- (xiv) no inquiry or investigation (whether formal or informal) in relation to TrueContext or its directors or officers, shall have been commenced or threatened by the TSXV, any relevant securities commission or similar regulatory body having jurisdiction, such that the outcome of such inquiry or investigation could have a material adverse effect on Carlaw after giving effect to the Transaction;
- (xv) material compliance by TrueContext and the Principal Shareholders with the terms of this Agreement;
- (xvi) no material breach of the covenants of TrueContext or the Principal Shareholders contained herein or of TrueContext and the Principal Shareholders in any other Transaction Documents;
- (xvii) completion of the QT Financing on or prior to May 15, 2009 (or such other later date as may be acceptable to Carlaw);
- (xviii) Alvaro Pombo shall have entered into an employment agreement with Carlaw and/or TrueContext concurrent with the closing of the Transaction for a

minimum period of three (3) years, in form and substance reasonably satisfactory to the Parties;

- (xix) each of the Parties as required by the TSXV shall have entered into an escrow agreement (the “**Escrow Agreement**”). The Parties acknowledge that a portion of the Carlaw Common Shares to be issued as part of the Transaction will be subject to escrow provisions, which shall be imposed by the policies of the TSXV. The Parties agree that the terms of the escrow shall be negotiated by counsel for Carlaw and TrueContext and the TSXV, and the Parties hereto agree to accept such terms of escrow imposed by the TSXV provided such escrow is in compliance with the published policies of the TSXV. All Parties agree to use their reasonable commercial efforts to obtain the most advantageous escrow terms for TrueContext; and
- (xx) TrueContext shall indemnify each of Ravi Sood and Amar Bhalla for any employment relating claims arising prior to the Closing Date from current or former employees of TrueContext, in a form acceptable to the parties, acting reasonably.

(b) Conditions Precedent for the Benefit of TrueContext and the Principal Shareholders:

- (i) Carlaw entering into any Transaction Documents which shall not be inconsistent with the terms and conditions set forth herein and reasonably acceptable to TrueContext and its counsel;
- (ii) receipt of all required approvals and consents to both the Transaction and all related matters, including without limitation:
 - A. the approval by the board of directors of Carlaw for any Transaction Document to which Carlaw may be a party, to the extent that such other Transaction Document varies from or adds to the terms of this Agreement or otherwise is material;
 - B. the conditional approval of TSXV of the listing of the Carlaw Common Shares to be issued on the Closing Date and shares which are issuable upon the exercise of the New TrueContext Warrants and Carlaw Options, subject to compliance with the usual requirement of the TSXV, and the resale of such Carlaw Common Shares not being subject to any Canadian hold or restricted period (except for any Carlaw Common Shares being subject to the Escrow Agreement, except for any resale that would constitute a “control distribution” as defined in National Instrument 45-102 – Resale of Securities, and except for any other hold or escrow periods as may be required by the TSXV); and
 - C. the approval of any other third parties from whom Carlaw must obtain consent;
- (iii) the Carlaw Common Shares to be issued on the Closing Date and issuable upon exercise of the New TrueContext Warrants and the Carlaw Options when issued upon exercise of such options and warrants, as the case may be, in accordance with the respective terms thereof, shall be issued as fully paid and non-assessable

shares in the capital of Carlaw, free and clear of any and all encumbrances, liens, charges, demands of whatsoever nature under Canadian law, except those imposed pursuant to statutory "control block hold periods" and escrow restrictions of the TSXV;

- (iv) no material adverse change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of Carlaw, financial or otherwise, between the date of signing this Agreement and the completion of the Transaction;
- (v) the representations and warranties of Carlaw contained herein and in any other Transaction Documents shall be deemed to have been made again on the Closing Date and shall be true and correct in all material respects as of all relevant dates;
- (vi) there being no legal proceedings or regulatory actions or proceedings, or to the Knowledge of Carlaw pending, against Carlaw at the Closing Date which may, if determined against the interest of Carlaw, have a material adverse effect on Carlaw;
- (vii) Carlaw shall provide to TrueContext such necessary legal opinions with respect to Carlaw in relation to the Transaction, this Agreement and any Transaction Documents that is satisfactory to TrueContext and its counsel, acting reasonably;
- (viii) there being no prohibition at law against the consummation of the Transaction;
- (ix) material compliance of Carlaw with the terms of this Agreement;
- (x) no material breach of the covenants of Carlaw contained herein or in the Transaction Documents;
- (xi) Carlaw shall have provided such financial statements as required by the TSXV;
- (xii) there being no debts or amounts owing to Carlaw by any of their officers, former officers, directors, former directors, shareholders, Employees or former Employees or any family member thereof, or any person with whom Carlaw does not deal at arm's length and there being no debts or amounts owing by Carlaw to such persons except for any amounts advanced to such person for expenses incurred on behalf of Carlaw in the ordinary course or for amounts due to such persons that are otherwise disclosed herein;
- (xiii) no inquiry or investigation (whether formal or informal) in relation to Carlaw or its directors or officers, shall have been commenced or threatened by the TSXV, any relevant securities commission or similar regulatory body having jurisdiction, such that the outcome of such inquiry or investigation could have a material adverse effect on TrueContext after giving effect to the Transaction; and
- (xiv) each of the Parties as required by the TSXV shall have entered into the Escrow Agreement. The Parties acknowledge that a portion of the Carlaw Common Shares to be issued as part of the Transaction will be subject to escrow provisions, which shall be imposed by the policies of the TSXV. The Parties agree that the terms of the escrow shall be negotiated by counsel for Carlaw and

TrueContext and the TSXV, and the Parties agree to accept such terms of imposed by the TSXV provided such escrow is in compliance with the published policies of the TSXV. All Parties agree to use their reasonable commercial efforts to obtain the most advantageous escrow terms for TrueContext.

(c) Conditions Precedent and Right of Waiver:

- (i) The conditions precedent set out in Section 16(a) are inserted for the sole benefit of Carlaw and the conditions precedent set out in Section 16(b) are inserted for the sole benefit of TrueContext. Any of the Parties may refuse to proceed with the closing of the Transaction if the conditions precedent inserted for its or their benefit are not fulfilled to its or their reasonable satisfaction prior to the Closing Date, it or they shall incur no liability to any other party by reason of such refusal.
- (ii) The foregoing conditions precedent may be waived in whole or in part by the Party or Parties for whose benefit they are inserted in that Party's or those Parties' absolute discretion. No such waiver shall be of any effect unless it is in writing signed by the party or parties granting the waiver.

Representations and Warranties of TrueContext

17. TrueContext hereby makes the representations and warranties set forth in Schedule B attached to this Agreement and acknowledges that Carlaw is relying upon these representations and warranties in connection with the Transaction.

Representations and Warranties of the Principal Shareholders

18. The Principal Shareholders hereby make the representations and warranties set forth in Schedule C attached to this Agreement and acknowledge that Carlaw is relying upon these representations and warranties in connection with the Transaction.

Representations and Warranties of Carlaw

19. Carlaw hereby makes the representations and warranties set forth in Schedule D attached to this Agreement and acknowledges that TrueContext and the Principal Shareholders are relying upon these representations and warranties in connection with the Transaction.

Standstill and Agreement to Support Transaction

20. TrueContext hereby agrees from the date hereof until the earlier of the Closing Date or the Termination Date (as defined herein) to cooperate fully with Carlaw and to use its commercial best efforts to:
- (a) assist Carlaw in its efforts to complete the Transaction;
 - (b) cause the holders of TrueContext Common Shares to take all actions to complete the Transaction and TrueContext shall not take any action contrary to or in opposition to the Transaction; and

- (c) preserve the assets of TrueContext, the Business and its relationships with the clients, customers and suppliers connected therewith.
21. TrueContext further agrees that, without the prior written consent of Carlaw, except for the transactions contemplated by this Agreement, none of the following actions shall be taken by TrueContext or any Subsidiary:
- (a) initiating, proposing, assisting or participating in any activities or solicitations in opposition to or in competition with the Transaction and, without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or any other form of transaction, including without limitation an Alternative Transaction, inconsistent with completion of the Transaction and not to take actions of any kind which may reduce the likelihood of success of the Transaction;
 - (b) any change in the articles or by-laws of TrueContext or any Subsidiary;
 - (c) any change in the authorized capital of TrueContext or any Subsidiary;
 - (d) the entering into, termination, assignment, amendment or similar action in respect of, any agreement or the making of any offer or the granting of any right capable of becoming an agreement to allot or issue any shares of TrueContext or any Subsidiary;
 - (e) any action which may lead to or result in a Material Adverse Effect in the nature of the business of TrueContext or any Subsidiary;
 - (f) the termination of any Material Contract;
 - (g) the entering into, termination, assignment, amendment or similar action in respect of any agreement, the giving of any security or the making of any payment, contract or agreement with any officer, director, Employee, consultant, shareholder or any other person not dealing at arm's length with TrueContext or any Subsidiary;
 - (h) the entering into, termination, assignment, amendment or similar action in respect of any agreement for the making of, directly or indirectly, loans or advances to, or the giving of security for or the guaranteeing of the debts of, any Person;
 - (i) the taking of any steps to dissolve, wind-up, terminate, merge or amalgamate the corporate existence of TrueContext or any Subsidiary;
 - (j) the entering into, termination, assignment, amendment or similar action in respect of any agreement for the sale, lease, exchange or disposition of the entire undertaking or property or assets of TrueContext or any Subsidiary or any substantial part thereof;
 - (k) any action to sell, agree to sell or otherwise dispose of any of the assets of TrueContext (other than in the ordinary course of business consistent with its past business practice);
 - (l) the declaration, payment or distribution of any dividend of any kind, or the causing any properties or assets of TrueContext or any Subsidiary to be distributed the holders of TrueContext Common Shares;

- (m) the taking, holding, subscribing for or agreeing to purchase or acquire shares in the capital of any body corporate;
 - (n) the entering into, termination, assignment, amendment or similar action in respect of any agreement for the amalgamation, merger or consolidation of TrueContext or any Subsidiary with any other body corporate;
 - (o) the incurring of any indebtedness, obligations or liability or make any payment in respect thereof, except, unless otherwise herein provided, in the ordinary course of business consistent with its past business practice; and
 - (p) the taking of any other steps which may have an adverse effect upon the financial position of TrueContext or the Business.
22. Carlaw hereby agrees, without the prior written consent of TrueContext, except for the transactions contemplated by this Agreement, from the date hereof until the Closing Date or Termination Date (as defined herein):
- (a) not to initiate, propose, assist or participate in any activities or solicitations in opposition to or in competition with the Transaction and, without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal, acquisition of shares in the capital of TrueContext or any other form of transaction inconsistent with completion of the Transaction and not to take actions of any kind which may reduce the likelihood of success of the Transaction, except as may be required by the fiduciary duties of the board of directors of Carlaw or as may be otherwise required by law;
 - (b) not to issue any debt or equity or other securities, except for the issuance of common shares upon the exercise of existing stock options;
 - (c) not to borrow any money or incur any indebtedness;
 - (d) not to make loans, advances or other similar payments to any party;
 - (e) not to make any expenditures except those that are reasonably necessary to carry out the terms of this Agreement, that are necessary to fulfill Carlaw's obligations as a reporting issuer under Canadian securities laws, that are necessary to fulfill Carlaw's general operating activities or that are incurred to reimburse directors or officers for reasonable expenses incurred for the foregoing purposes;
 - (f) not to declare or pay any dividends or distribute any of Carlaw's assets to shareholders;
 - (g) not to alter or amend Carlaw's articles or by-laws in any manner except as strictly required to give effect to the matters contemplated herein; and
 - (h) not to enter into any transaction or material contract, except as reasonably necessary to give effect to the matters contemplated herein.

Lock-Up Agreement

23. Each of the Principal Shareholders hereby agrees:

- (a) not to initiate, propose, assist or participate in any activities or solicitations in opposition to or in competition with the Transaction and, without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal, acquisition of shares in the capital of TrueContext or any other form of transaction, including without limitation an Alternative Transaction, inconsistent with completion of the Transaction and not to take actions of any kind which may reduce the likelihood of success of the Transaction;
- (b) to use his reasonable efforts to cause all shareholders of TrueContext to take all reasonable actions to complete the Transaction and to not take any action contrary to or in opposition to the Transaction;
- (c) to vote its TrueContext Common Shares in favour of this Agreement and (without duplication of the above) not to take any action that would prevent the Transaction from being consummated on the terms contemplated by this Agreement so that TrueContext will be wholly-owned by Carlaw without any Encumbrances; and
- (d) to cooperate fully with Carlaw and to use its reasonable efforts to assist Carlaw in its efforts to acquire all of the shares in the capital of TrueContext.

Alternative Transaction Fee

- 24. Within three (3) Business Days after the occurrence of an Alternative Transaction Fee Event, TrueContext shall pay to Carlaw the Alternative Transaction Fee in immediately available funds to an account or accounts designated by Carlaw. If TrueContext wishes to terminate this Agreement pursuant to any other provision of this Agreement at a time when an Alternative Transaction Fee Event has previously occurred, it shall pay the Alternative Transaction Fee to Carlaw in immediately available funds to an account designated by Carlaw prior to its termination of this Agreement.
- 25. In addition, if this Agreement is terminated as a result of the occurrence of an Alternative Transaction Fee Event then, within three (3) Business Days following the termination of this Agreement as a result thereof, TrueContext shall reimburse Carlaw for all reasonable expenses including, without limitation, all reasonable costs and charges, reasonable legal and accounting fees and disbursements, incurred in connection with the Transaction.

Liability for Contingent Fees

- 26. Carlaw and TrueContext acknowledge and agree that neither Carlaw nor TrueContext shall have any obligation or liability, whether actual or contingent, for any finder's fees or other contingent fees in connection with the Transaction.

Access to Information

- 27. Upon acceptance of this Agreement and until the completion of the transactions contemplated hereby or the Termination Date, each of Carlaw and TrueContext will allow the other and its authorized representatives, including legal counsel and consultants, access to all information, books or records relevant for the purpose of the transactions contemplated herein. Each of Carlaw and TrueContext agrees that all information and documents so obtained will be kept confidential and the contents thereof will not be disclosed to any person without the prior written consent of the disclosing party.

Expenses

28. Each of the Parties shall be responsible for their own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date of that this Agreement is executed by both Parties and all legal and accounting fees and disbursements relating to preparing the Transaction Documents or otherwise relating to the transactions contemplated herein. Notwithstanding the foregoing, TrueContext hereby agrees to forthwith reimburse Carlaw for all reasonable expenses including, without limitation, all reasonable costs and charges, reasonable legal and accounting fees and disbursements, incurred in connection with the Transaction and pay to Carlaw the additional sum of \$50,000 (the “**Break Fee**”) in the event that this Agreement is terminated or the Transaction does not close as a result of either (i) a breach by either TrueContext or a Principal Shareholder of any representation, warranty or covenant contained in this Agreement or (ii) any condition set forth in Section 16(a) has not been met or is incapable of being met and Carlaw has not waived such condition; *provided however* that TrueContext shall not be responsible for payment of the Break Fee and Carlaw’s expenses contemplated under this section if (x) a condition set forth in Section 16(a) has not been met or is incapable of being met as a result of a breach by Carlaw of a covenant contained in this Agreement; or (y) the condition set forth in Section 16(a)(v)C (other than a failure to meet the TSXV Tier 2 issuer listing requirements which TrueContext acknowledges is a separate condition precedent set out in Section 16(a)(vi)) has not been met or is incapable of being met except as a result of any action or inaction by TrueContext or as a result of a breach by TrueContext or a Principal Shareholder of a covenant contained in this Agreement.

Mutual Indemnification

29. From the date of this Agreement and ending one year after the Closing Date, and notwithstanding Section 28 hereof,
- (a) TrueContext and each of the Principal Shareholders agree, on the one hand, that:
- (i) if TrueContext:
- (1) fails to take the necessary actions by TrueContext to consummate the Transaction on or before the Closing Date;
 - (2) alters the terms of the QT Financing in a manner inconsistent with Section 7 of this Agreement prior to the Closing Date;
 - (3) takes any actions in opposition to the Transaction; or
 - (4) breaches any representation and warranty contained in Schedule B of this Agreement; or
- (ii) if any of the Principal Shareholders:
- (1) fails to deliver all, but not less than all, of his TrueContext Common Shares on the Closing Date in accordance with the terms of this Agreement;
 - (2) take or omit to take any action in contravention of Section 23 hereof; or

- (3) breach the representations and warranties contained in Schedule C of this Agreement,
- (b) and Carlaw, on the other hand, agrees that:
 - (i) if it:
 - (1) fails to take the necessary corporate action by Carlaw to consummate the Transaction on or before the Closing Date; or
 - (2) breaches any representation and warranty contained in Schedule D of this Agreement,

then that Party will indemnify and hold the other Party and the other Party's directors, officers and employees harmless from and against the full amount of any Loss which the other Party or the other Party's directors, officers or employees may suffer as a result, the Party or other indemnified Person making a claim for indemnification under any provision of Sections 29 through 35 being the "**Indemnified Party**", and the Party providing indemnification being the "**Indemnifying Party**" for the purposes of Sections 29 through 35.

Limitation of Liability of Principal Shareholders

- 30. The indemnification obligations of the Principal Shareholders pursuant to Section 29 shall be several, and not joint and several, and are limited to the sum of any recoverable Claim for indemnification in an amount equal to the percentage of TrueContext Common Shares to be transferred to Carlaw hereunder multiplied by the amount of such recoverable Claim; provided, however that any Principal Shareholder's aggregate liability for indemnification of all recoverable Claims hereunder shall not be greater than that Principal Shareholder's number of TrueContext Common Shares transferred or to be transferred to Carlaw hereunder multiplied by the deemed purchase price per TrueContext Common Share.

Notice of Claim

- 31. If an Indemnified Party becomes aware of a Loss or potential Loss in respect of which the Indemnifying Party has agreed to indemnify it under this Agreement, the Indemnified Party will promptly give written notice of its Claim or potential Claim for indemnification (an "**Indemnity Claim**") to the Indemnifying Party. The notice must specify whether the Indemnity Claim arises as the result of a Claim made against the Indemnified Party by a Person who is not a Party (a "**Third Party Claim**") or as a result of a Loss that was suffered directly (a "**Direct Claim**"), and must also specify with reasonable particularity (to the extent that the information is available):
 - (a) the factual basis for the Indemnity Claim; and
 - (b) the amount of the Indemnity Claim, if known.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive notice of an Indemnity Claim in time effectively to contest the determination of any liability capable of being contested, the Indemnifying Party will be entitled to set off against the amount claimed by the Indemnified Party the amount of any Loss incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give the notice on a timely basis.

Direct Losses

32. Following receipt of notice from the Indemnified Party of a Direct Claim, the Indemnifying Party will have ten (10) Business Days to make any investigations it considers necessary or desirable. For the purpose of those investigations, the Indemnified Party will make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Direct Claim, together with all other information that the Indemnifying Party may reasonably request. If both Parties agree at or before the expiration of such 10 Business Day (or any mutually agreed upon extension) to the validity and amount of the Direct Claim, the Indemnifying Party will pay immediately to the Indemnified Party the full agreed upon amount of the Direct Claim, failing which the Direct Claim will be referred to binding arbitration in such manner as the parties may agree or, as may be directed by a court of competent jurisdiction upon the application of all parties.

Third Party Claims

33. The following applies to any Indemnity Claim:
- (a) If the Indemnity Claim relates to a Third Party Claim that the Indemnified Party is required by applicable Law to pay without a prior opportunity to contest it, the Indemnified Party may, despite Sections 33(c), 33(d) and 33(e) make the payment without affecting its right to make an Indemnity Claim in accordance with this Agreement.
 - (b) The Indemnified Party will promptly deliver to the Indemnifying Party copies of all correspondence, notices, assessments or other written communication received by the Indemnified Party in respect of any Third Party Claim.
 - (c) The Indemnified Party will not negotiate, settle, compromise or pay any Third Party Claim with respect to which it has asserted or proposes to assert an Indemnity Claim, without the prior consent of the Indemnifying Party, which consent will not be unreasonably withheld.
 - (d) The Indemnified Party will not cause or permit the termination of any right of appeal in respect of any Third Party Claim that is or might become the basis of an Indemnity Claim without giving the Indemnifying Party written notice thereof and an opportunity to contest the Third Party Claim.
 - (e) If the Indemnifying Party first acknowledges in writing its obligation to satisfy an Indemnity Claim to the extent of any binding determination or settlement in connection with a Third Party Claim (or enters into arrangements otherwise satisfactory to the Indemnified Party), in any legal or administrative proceeding in connection (including any audit with respect to Taxes) with the matters forming the basis of a Third Party Claim, the following will apply:
 - (i) the Indemnifying Party will have the right, subject to the rights of any insurer or third party having potential liability therefor, by written notice delivered to the Indemnified Party within ten (10) Business Days of receipt by the Indemnifying Party of the notice of the Indemnity Claim to assume carriage and control of the negotiation, defence or settlement of a Third Party Claim and the conduct of any

related legal or administrative proceedings at the expense of the Indemnifying Party and by its own counsel;

- (ii) if the Indemnifying Party elects to assume carriage and control, the Indemnified Party will have the right to participate at its own expense in the negotiation, defence or settlement of a Third Party Claim assisted by counsel of its own choosing;
 - (iii) each of the Indemnified Party and the Indemnifying Party will make all reasonable efforts to make available to the Party who has assumed carriage and control of the negotiation, defence or settlement of a Third Party Claim, those of its employees whose evidence or assistance is necessary, and all documents, records and other materials in its possession and control that are required, for the evaluation and defence of that Third Party Claim;
 - (iv) despite Sections 33(e)(i), 33(e)(ii) and 33(e)(iii), the Indemnifying Party will not settle a Third Party Claim or conduct any related legal or administrative proceeding in a manner which would, in the opinion of the Indemnified Party, acting reasonably, have a material adverse effect on the Indemnified Party except with the Indemnified Party's prior written consent; and
 - (v) the Indemnifying Party will indemnify and hold harmless the Indemnified Party of and from any Loss incurred or suffered as a result of the Indemnifying Party's settlement of the Third Party Claim or conduct of any related legal or administrative proceeding.
- (f) The Indemnified Party will pursue any Indemnity Claim made by the Indemnified Party under this Agreement with reasonable diligence and dispatch.

Indemnification – Non-Merger

34. The indemnification covenants contained in under Sections 29 through 35 will not merge on the Closing Date and will survive subject only to any limits imposed by Sections 29 through 35.

Third Party Indemnification

35. For the purposes of ensuring that the indemnities provided by each of TrueContext and Carlaw to the other's directors, officers and employees are enforceable, it is agreed by the Parties that each of TrueContext and Carlaw is acting as agent for its respective directors, officers and employees with respect to the indemnities intended to be given to those Persons under Sections 29 through 35. Each of TrueContext and Carlaw agrees that it will hold any right to indemnification that any such director, officer or employee is intended to have under Sections 29 through 35 in trust for that Person and that funds received by TrueContext and Carlaw in respect of any claims by any such director, officer or employee will be held in trust for that Person.

Confidentiality

36. No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any Party without the prior approval of Carlaw and TrueContext as to timing, content and method, provided that the obligations herein will not

prevent any Party from making, after consultation with the other Parties, such disclosure as its counsel advises is required by applicable law or the rules and policies of the TSXV.

37. Unless and until the transactions contemplated in this Agreement have been completed, except with the prior written consent of the other Parties, each of the Parties hereto and their respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other Party (including information received from the shareholders of TrueContext) in strictest confidence including Confidential Information, except such information and documents available to the public or as are required to be disclosed by applicable law.
38. All such information in written form and documents will be returned to the party originally delivering them in the event that the transactions provided for in this Agreement are not consummated.

Termination and Survival

39. This Agreement shall terminate with the parties having no obligations to each other, other than the obligations set out in Sections 28 through 35, on such date (the "**Termination Date**") in which any of the following events occurs:
 - (a) a condition precedent set out in Section 16 has not been met or is incapable of being met and the Party in whose favour such condition precedent exists does not waive such condition precedent in accordance with Section 16(c)(ii);
 - (b) upon the date on which TrueContext and Carlaw mutually agree to terminate this Agreement;
 - (c) upon the fifteenth (15th) day after the date on which written notification by either party to this Agreement (the "**Terminating Party**") gives written notice to the other party (the "**Breaching Party**"), of the occurrence of a material breach of any provision of this Agreement by the Breaching Party; provided such breach has not been remedied to the satisfaction of the Terminating Party, acting reasonably, within such fifteen (15) days; or
 - (d) upon the Transaction not being completed by June 30, 2009; provided, however, that the Parties hereby mutually agree to use their commercially reasonable efforts to complete the Transaction by May 29, 2009.

Engagements following closing of the Transaction

40. Following closing of the Transaction, the resulting issuer shall engage, whether internally or externally, a professional investor relations individual or firm with expertise to formalize an investor relations program for a minimum period of twelve months from the Closing Date, such program to be reasonably acceptable to Carlaw's board of directors.

Miscellaneous

41. All dollar amounts expressed herein are in Canadian currency, unless otherwise specified.
42. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery, facsimile

transmission or by registered mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

in the case of notice to be given to Carlaw, be addressed to:

Carlaw Capital II Corp.
77 Bloor West, Suite 1406
Toronto, Ontario
M5S 1M2

Attention: Amar Bhalla, Chairman and Chief Executive Officer
Facsimile No.: (416) 915-8129

and a copy to (which shall not constitute notice):

Aird & Berlis LLP
Brookfield Place, Suite 1800
Box 754, 181 Bay Street
Toronto, Ontario M5J 2T9

Attention: Richard Kimel
Facsimile No.: (416) 863-1515

and, in the case of notice to be given to TrueContext or the Principal Shareholders, be addressed to:

TrueContext Corporation
800 - 535 Legget Drive
Ottawa, Ontario
K2K 3B8 Canada

Attention: Chief Executive Officer
Facsimile No.: (613) 599-7851

or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received, if sent by facsimile, on the first Business Day after sending or, if sent by registered mail, on the fifth Business Day after mailing or, if delivered, upon the date of delivery.

43. This Agreement will be binding upon, and will enure to the benefit of and be enforceable by the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. No assignment of this Agreement will be permitted without the consent of the other party.
44. This Agreement:
 - (a) constitutes the entire agreement, and supersedes all other prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof;
 - (b) is not intended to confer upon any other Person any rights or remedies hereunder; and

- (c) shall be governed in all respects, including validity, interpretation and effect, by the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to the principles of conflict of laws thereof.
- 45. This Agreement may be executed and delivered by the Parties in one or more counterparts by a facsimile copy thereof and all such counterparts or facsimile counterparts will be an original, and those counterparts will together constitute one and the same instrument.
- 46. Each Party will, at its own cost, execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required from time to time by all Governmental Authorities or the TSXV or as may be required from time to time under applicable securities legislation.
- 47. Each Party represents and warrants to the other that all negotiations relating to this Agreement and the transactions contemplated by this Agreement have been carried on between them directly, without the intervention of any other Person on behalf of any Party in such manner as to give rise to any valid claim against any of TrueContext or Carlaw for a brokerage commission, finder's fee or other similar payment.
- 48. All public notices to third parties and all other announcements, press releases and publicity concerning this Agreement or the transactions contemplated by this Agreement must be jointly planned and co-ordinated by Carlaw and TrueContext, and no Party will act unilaterally in this regard without the prior consent of the other Parties unless, and only to the extent that, disclosure is required to meet the timely disclosure obligations of any Party under securities laws or TSXV rules in circumstances where prior consultation with other Parties is not practicable, or the disclosure is to such Party's board of directors, senior management and its legal, accounting, financial or other professional advisers.
- 49. No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
- 50. Neither this Agreement nor any right or obligation under this Agreement may be assigned by either Party without the prior consent of the other Party. This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.
- 51. Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.
- 52. Time is of the essence in all respects of this Agreement.
- 53. The following Schedules are attached to and incorporated by reference into this Agreement:

Schedule	Subject Matter
A	Definitions and Rules of Interpretation
B	Representations and Warranties of TrueContext
C	Representations and Warranties of the Principal Shareholders
D	Representations and Warranties of Carlaw
E	Capitalization Table
F	Disclosure Schedule
G	Option Allocation Table

Each of the Parties has executed and delivered this Agreement as of the Effective Date.

CARLAW CAPITAL II CORP.

By: 
Amar Bhalla
Chairman and Chief Executive Officer

TRUECONTEXT CORPORATION

By: _____
Alvaro Pombo
Chief Executive Officer

WESLEY CLOVER CORPORATION

By: _____
Name:
Title:

SKYPOINT II, G.P. CO. (US) INC., as nominee

By: _____
Name:
Title:

SKYPOINT II, G.P. CO. INC., as nominee

By: _____
Name:
Title:

Alvaro Pombo

Each of the Parties has executed and delivered this Agreement as of the Effective Date.

CARLAW CAPITAL II CORP.

By: _____
Amar Bhalla
Chairman and Chief Executive Officer

TRUECONTEXT CORPORATION

By: _____
Alvaro Pombo
Chief Executive Officer

WESLEY CLOVER CORPORATION

By: _____
Name: _____
Title: _____

SKYPOINT II, G.P. CO. (US) INC., as nominee

By: _____
Name: _____
Title: _____

SKYPOINT II, G.P. CO. INC., as nominee

By: _____
Name: _____
Title: _____

Alvaro Pombo

Each of the Parties has executed and delivered this Agreement as of the Effective Date.

CARLAW CAPITAL II CORP.

By: _____
Amar Bhalla
Chairman and Chief Executive Officer

TRUECONTEXT CORPORATION

By: _____
Alvaro Pombo
Chief Executive Officer

WESLEY CLOVER CORPORATION

By: _____
Name: Jose McDevitt
Title: President & CEO

SKYPOINT II, G.P. CO. (US) INC., as nominee

By: _____
Name:
Title:

SKYPOINT II, G.P. CO. INC., as nominee

By: _____
Name:
Title:

Alvaro Pombo

Each of the Parties has executed and delivered this Agreement as of the Effective Date.

CARLAW CAPITAL II CORP.

By: _____
Amar Bhalla
Chairman and Chief Executive Officer

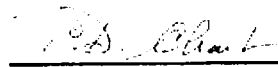
TRUECONTEXT CORPORATION

By: _____
Alvaro Pombo
Chief Executive Officer

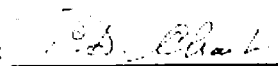
WESLEY CLOVER CORPORATION

By: _____
Name:
Title:

SKYPOINT II, G.P. CO. (US) INC., as nominee

By:  _____
Name: Peter D. Charbonneau
Title: General Partner

SKYPOINT II, G.P. CO. INC., as nominee

By:  _____
Name: Peter D. Charbonneau
Title: General Partner

Alvaro Pombo

SCHEDULE A

DEFINITIONS AND RULES OF INTERPRETATION

Definitions

In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

“Agreement” means this agreement, including all Schedules, as it may be supplemented or amended by written agreement between the Parties.

“Alternative Transaction” means any proposal or offer from any Person other than Carlaw (whether or not writing and whether or not delivered to TrueContext or TrueContext Shareholders generally) relating to: (a) any take-over bid, merger, amalgamation, plan of arrangement, business combination, consolidation, recapitalization, liquidation or winding-up in respect of TrueContext or any Subsidiary of TrueContext; (b) any sale, lease, licence, mortgage, hypothecation, pledge, transfer or other disposition of assets of TrueContext or its Subsidiaries representing greater than 10% of the assets of TrueContext and its Subsidiaries, whether in a single transaction or series of transactions; (c) any sale or acquisition of 10% or more of the securities of TrueContext or any of its Subsidiaries or any class or rights or interests therein or thereto in a single transaction or series of transactions; (d) any similar business combination or transaction, of or involving TrueContext or any Subsidiary of TrueContext, other than with Carlaw; or (e) any other transaction the consummation of which would reasonably be expected to impede, interfere with, prevent or materially delay the Transaction.

“Alternative Transaction Fee” means an amount equal to (i) the aggregate value attributed to TrueContext and its Subsidiaries in connection with an Alternative Transaction multiplied by (ii) the percentage of the share capital of TrueContext that Carlaw would have owned immediately following closing of the Transaction, if the Transaction had been completed in accordance with the provisions of this Agreement.

“Alternative Transaction Fee Event” shall occur if, prior to the earlier of the closing of the Transaction and the termination of this Agreement, TrueContext accepts or enters into an agreement with respect to, or the board of directors of TrueContext (or any committee thereof) or the shareholders of TrueContext approve or recommend, an Alternative Transaction or publicly announce an intention (whether or not conditional) to make an Alternative Transaction.

“Books and Records” means books, ledgers, files, lists, reports, plans, logs, deeds, surveys, correspondence, operating records, Tax Returns and other data and information, including all data and information stored on computer-related or other electronic media, maintained with respect to the business of TrueContext or any Subsidiary.

“Business” means the business carried on by TrueContext and its Subsidiaries from time to time including without limitation, researching, developing, and marketing mobile business solutions which help customers quickly and flexibly automate field sales, field service and field data collection business processes.

“Business Day” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario and also excluding any day on which the principal chartered banks located in the City of Toronto are not open for business during normal banking hours.

“Claim” means any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, complaint, grievance, charge, prosecution, assessment or reassessment, including any appeal or application for review.

“Confidential Information” means information, whether in written or electronic form, or committed to memory, that is of a proprietary or confidential nature, or not generally available to the public, relating to TrueContext, any Subsidiary or the Business.

“Contract” means any agreement, understanding, undertaking, commitment, licence or Lease, whether written or oral.

“Disclosure Schedule” is defined in Schedule B attached hereto.

“Employees” means all personnel employed or engaged by TrueContext or any Subsidiary in connection with the Business, including any that are on medical leave or other statutory or authorized leave, and including independent contractors.

“Effective Date” means the date of this Agreement.

“Encumbrance” means any security interest, mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, adverse claim, right of others or other encumbrance of any kind except for Permitted Encumbrances.

“Financial Statements” means the audited consolidated balance sheet and audited consolidated statement of income of TrueContext as at, and for the financial years ended December 31, 2007 and December 31, 2008.

“GAAP” means generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants.

“Governmental Authority” means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature as well as any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them.

“Insurance Policies” means the insurance policies maintained by TrueContext and each Subsidiary with respect to its Business.

“Intellectual Property” means trade-marks and trade-mark applications, trade names, certification marks, patents and patent applications, copyrights, domain names, industrial designs, trade secrets, know-how, formulae, processes, inventions, technical expertise, research data and other similar property, all associated registrations and applications for registration, and all associated rights, including moral rights.

“Knowledge of Carlaw” means the actual knowledge of Amar Bhalla, Chairman and Chief Executive Officer, after having made due enquiry and investigation.

“Knowledge of TrueContext” means the actual knowledge of (i) Alvaro Pombo, Chief Executive Officer; (ii) David Greenwood, Chief Financial Officer and President; or (iii) Peter Nadeau, Corporate Secretary, after having made due enquiry and investigation.

“Law” or “Laws” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or licence of any Governmental Authority, and the term “applicable” with respect to Laws and in a context that refers to one or more Persons, means that the Laws apply to the Person or Persons, or its or their business, undertaking, property or Securities, and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their business, undertaking, property or Securities.

“Leased Premises” means all of the lands and premises which are leased by TrueContext or any Subsidiary, the details of which are set forth in the Disclosure Schedule.

“Loss” means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment including the costs and expenses of any action, suit, proceeding, demand, assessment, judgment, settlement or compromise and all interest, punitive damages, fines, penalties and all reasonable professional fees and disbursements.

“Material Adverse Effect” means a material adverse effect on the business or financial position, condition, assets or properties of TrueContext and its Subsidiaries reasonably to be expected to result in losses, individually or in the aggregate, of \$50,000 or could reasonably be expected to have a materially adverse effect on the ability to operate or conduct the business of TrueContext or any Subsidiary in the manner in which it is currently operated.

“Material Contract” means a Contract that:

- (a) involves or may result in the payment of money or money’s worth by or to TrueContext or a Subsidiary in an amount in excess of \$50,000;
- (b) has an unexpired term of more than two years (including renewals);
- (c) cannot be terminated by TrueContext or a Subsidiary without penalty upon less than 30 days’ notice; or
- (d) the termination of which, or under which the loss of rights, would constitute a Material Adverse Effect.

“Owned Lands” means all of the lands and premises owned by TrueContext or any Subsidiary and used in connection with its business.

“Parties” means TrueContext, the Principal Shareholders and Carlaw.

“Permits” means the authorizations, registrations, permits, certificates of approval, approvals, grants, licences, quotas, consents, commitments, rights or privileges (other than those relating to Intellectual Property) issued or granted by any Governmental Authority to TrueContext or any Subsidiary.

“Permitted Encumbrances” means:

- (a) unregistered liens for municipal taxes, assessments or similar charges incurred by TrueContext or any Subsidiary in the ordinary course of its business that are not yet due and payable or, if due and payable, are to be adjusted between TrueContext and Carlaw on the Closing Date;
- (b) inchoate mechanic's, construction and carrier's liens and other similar liens arising by operation of law or statute in the ordinary course of TrueContext's or any Subsidiary's business for obligations which are not delinquent and will be paid or discharged in the ordinary course of TrueContext's or any Subsidiary's business;
- (c) title defects which are of a minor nature and in the aggregate, in the reasonable opinion of the Carlaw, do not materially impair the value or use of any of the Owned Lands or the Leased Premises;
- (d) Encumbrances created by others upon other lands over which there are easements, rights-of-way, licences or other rights of user in favour of the Owned Lands or Leased Premises and which do not materially impede the use of such easements, rights-of-way, licences or other rights of user for the purposes for which they are held;
- (e) the interest of a vendor or a lessor under any conditional sale agreement, capital lease, title retention agreement or consignment agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to any asset utilized by TrueContext in the ordinary course; and
- (f) the Encumbrances listed in the Disclosure Schedule.

“Person” means an individual, body corporate, sole proprietorship, partnership, trust, unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Authority.

“Personal Information” means information about an individual who can be identified by the Person who holds that information.

“Real Property Leases” means the leases between TrueContext or a Subsidiary, as tenant, and the applicable landlords, and all amendments to those leases, relating to the leasing by TrueContext or the Subsidiaries of the Leased Premises.

“Securities” has the meaning given to that term in the *Securities Act* (Ontario).

“Subsidiaries” has the meaning given to that term in Section 2 of Schedule B.

“Tax” means all taxes, duties, fees, premiums, assessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind whatsoever, whether direct or indirect, together with all interest, penalties, fines, additions to tax or other additional amounts, imposed by any Governmental Authority.

“Tax Law” means any Law that imposes Taxes or that deals with the administration or enforcement of liabilities for Taxes.

“Tax Return” means any return, report, declaration, designation, election, undertaking, waiver, notice, filing, information return, statement, form, certificate or any other document or materials relating to Taxes, including any related or supporting information with respect to any of the foregoing, filed or to be filed with any Governmental Authority in connection with the determination, assessment, collection or administration of Taxes.

“TrueContext Shareholders Agreement” means the Fourth Amended and Restated Shareholders Agreement dated November 26, 2007 between TrueContext and certain of the shareholders of TrueContext.

Certain Rules of Interpretation

1. The division of this Agreement into sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
2. Wherever in this Agreement reference is made to a calculation to be made in accordance with GAAP, the reference is to the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or its successor, applicable as at the date on which the calculation is made or required to be made in accordance with GAAP.
3. References in this Agreement to an Article, Section or Schedule are to be construed as references to an Article, Section or Schedule of or to this Agreement.
4. Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.
5. Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute from time to time, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.
6. In the event of any inconsistency between the statements in the body of the Agreement and the Schedules and Disclosure Schedule, the statements in the body of the Agreement shall prevail.

SCHEDULE B

TRUECONTEXT REPRESENTATIONS AND WARRANTIES

TrueContext represents and warrants to Carlaw as follows, and acknowledges that Carlaw is relying upon these representations and warranties in connection with the purchase of the TrueContext Common Shares (including the TrueContext Common Shares held by the Principal Shareholders). Each exception to the following representations and warranties is stated in the disclosure schedule attached as Schedule F (the “**Disclosure Schedule**”).

Corporate Existence

1. TrueContext is a corporation duly incorporated, validly existing and in good standing under the laws of Canada. No proceedings have been taken or authorized by TrueContext in respect of the bankruptcy, reorganization, insolvency, liquidation, dissolution or winding up of TrueContext.

Subsidiaries

2. The Disclosure Schedule attached hereto contains a complete list of each of TrueContext’s directly or indirectly owned subsidiaries (as such term is defined in the OBCA) (each a “**Subsidiary**” and collectively the “**Subsidiaries**”) and their respective jurisdictions of incorporation. Each Subsidiary is a corporation duly incorporated, validly existing and in good standing under the relevant laws and statutes conferring corporate existence on each of them. No proceedings have been taken or authorized by any Subsidiary or by TrueContext on behalf of any Subsidiary in respect of the bankruptcy, reorganization, insolvency, liquidation, dissolution or winding up of any Subsidiary. All Subsidiaries shall be in good standing under applicable corporate jurisdictions on the Closing Date.

Capacity to Enter Agreement

3. TrueContext has the requisite corporate power and authority and capacity to enter into and perform its obligations under this Agreement.

Binding Obligation

4. The execution, delivery and performance of this Agreement by TrueContext and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no further consent or authorization of the board of directors of TrueContext is required, except for the approval by the board of directors of TrueContext for any Transaction Document other than this Agreement to which TrueContext may be a Party, to the extent that such other Transaction Document varies from or adds to the terms of this Agreement or otherwise is material. This Agreement constitutes a valid and binding obligation of TrueContext enforceable against TrueContext in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or other laws of general application limiting the enforcement of creditors’ rights generally and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.

Absence of Conflict

5. None of the execution and delivery of this Agreement, the performance of TrueContext obligations under this Agreement, or the completion of the transactions contemplated by this Agreement will:
 - (a) result in or constitute a breach of any term or provision of, or constitute a default under, the articles or by-laws of TrueContext or any Subsidiary, or subject to obtaining the consents and providing the notice described on the Disclosure Schedule, any agreement or other commitment to which TrueContext or any Subsidiary is a party or by which TrueContext or any Subsidiary is bound;
 - (b) subject to obtaining the consents and providing the notice described on the Disclosure Schedule, constitute an event which would permit any party to any agreement or other commitment with the TrueContext or any Subsidiary to terminate that agreement, or to accelerate the maturity of any indebtedness of TrueContext or any Subsidiary, or other obligation of TrueContext or any Subsidiary; or
 - (c) subject to obtaining the consents and providing the notice described on the Disclosure Schedule, result in the creation or imposition of any Encumbrance on the TrueContext Common Shares.

Restrictive Covenants

6. Except as set out on the Disclosure Schedule, neither TrueContext nor any Subsidiary is a party to, or bound or affected by, any contract containing any covenant expressly limiting its ability to compete in any line of business, or transfer or move any of its assets or operations, or which could reasonably be expected to have a Material Adverse Effect on its business.

Regulatory Approvals

7. Except as set out on the Disclosure Schedule, no authorization, approval, order, consent of, or filing with, any Governmental Authority is required on the part of the TrueContext or any Subsidiary in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

Consents

8. Except as disclosed in the Disclosure Schedule, there is no requirement to obtain any consent, approval or waiver of a party under any agreement or other commitment to which TrueContext or any Subsidiary is a party in order to complete the transactions contemplated by this Agreement.

Subsidiaries and Investments

9. TrueContext has no subsidiaries other than the Subsidiaries. Except as disclosed in the Disclosure Schedule, neither TrueContext nor any Subsidiary owns or holds, directly or indirectly, any securities of, or has any interest in, any corporation, partnership, joint venture or other entity, and neither TrueContext nor any Subsidiary has entered into any agreement to acquire such interest.

Articles of TrueContext

10. The articles of incorporation of TrueContext dated July 31, 2001, as amended, as further set out in the Disclosure Schedule, constitute all of the charter documents of TrueContext and are in full force and effect; no action has been taken and, except as may be necessary to complete the Transaction, no changes are planned to further amend the articles of TrueContext.

Capacity and Power TrueContext or any Subsidiary

11. TrueContext and each Subsidiary have all necessary corporate power, authority and capacity to own or lease their respective assets and carry on their respective businesses as currently being conducted.

Jurisdictions

12. Except as disclosed in the Disclosure Schedule, neither TrueContext nor any Subsidiary has qualified to do business in any jurisdiction. Neither the character nor location of the properties owned or leased by TrueContext or any Subsidiary, nor the nature of the business conducted by TrueContext or any Subsidiary, requires qualification to do business in any other jurisdiction.

Authorized and Issued Capital

13. TrueContext is authorized to issue an unlimited number of TrueContext Common Shares, an unlimited number of Class 1 Preferred Shares and an unlimited number of Class 2 Preferred Shares. As of the date hereof, there are 692,662 TrueContext Common Shares, 5,007,329 Class 1 Preferred Shares and 3,500,000 Class 2 Preferred Shares issued and outstanding, all of which are owned, of record or beneficially, by the shareholders set out in the Disclosure Schedule attached hereto.
14. Other than the Existing TrueContext Warrants, the Existing TrueContext Options or otherwise set forth on the Disclosure Schedule:
 - (a) no Person is entitled to pre-emptive rights or registration rights and there are no outstanding options, warrants, scrip, rights to subscribe to, call or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of TrueContext or any Subsidiary;
 - (b) there are no contracts, commitments, understandings, or arrangements by which either TrueContext or any Subsidiary is or may become bound to issue additional shares of TrueContext or any Subsidiary or options, securities or rights convertible into shares of TrueContext or any Subsidiary;
 - (c) neither TrueContext nor any Subsidiary are a party to any agreement granting registration or anti-dilution rights to any person with respect to any of its equity or debt securities; and
 - (d) neither TrueContext nor any Subsidiary are a party to, and TrueContext does not have any knowledge of, any agreement restricting the voting or transfer of any shares of either TrueContext or any Subsidiary.

Prior Issuances of Securities, No Registration, No Cease Trade Orders

15. The offer and sale of all shares, convertible securities, rights, warrants or options of TrueContext and any Subsidiary issued and outstanding as of the date of this Agreement have complied with all applicable securities Laws.
16. TrueContext's securities or the securities of any Subsidiary are not registered with any securities commission or with any securities regulator in Canada or other foreign jurisdiction. Neither TrueContext nor any Subsidiary is required to file periodic reports with the U.S. Securities and Exchange Commission pursuant to Section 13 of the *Securities Exchange Act of 1934*.
17. No order ceasing or suspending trading in any securities of TrueContext or any Subsidiary prohibiting the sale of securities of TrueContext or any Subsidiary or the trading of any of TrueContext's issued securities has been issued and, to the Knowledge of TrueContext, no proceedings for such purpose are pending or threatened.

Shareholders Agreements, Voting Trusts, etc.

18. Except as disclosed in the Disclosure Schedule none of the issued outstanding shares in the capital of TrueContext or any Subsidiary are subject to escrow restrictions, pooling arrangements or voting trusts, whether voluntary or involuntary, except as set out in the TrueContext Shareholders Agreement, a true and complete copy of which has been delivered to Carlaw. The TrueContext Shareholders Agreement constitutes a valid, legal and binding obligation of TrueContext, enforceable against TrueContext in accordance with its terms.

Non-Arm's Length Loans, Loans to Insiders, etc.

19. Except as set out in the Disclosure Schedule, neither TrueContext nor any Subsidiary has made any payment or loan to, or borrowed any moneys from or is otherwise indebted to, any officer, director, Employee, shareholder or any other person not dealing at arm's length with TrueContext nor any Subsidiary except with respect to reasonable and *bona fide* expenses incurred by such persons relating to the business and affairs of TrueContext. TrueContext is not a party to any contract with any officer, director, Employee, shareholder or any other person not dealing at arm's length with TrueContext.

Books and Records

20. The Books and Records of TrueContext and any Subsidiary, including but not limited to the corporate records and minute books of TrueContext and any Subsidiary, have been maintained in accordance with all applicable laws and are complete and accurate in all material respects.

Financial Statements

21. The Financial Statements to be provided to Carlaw as soon as possible after execution of this Agreement shall be prepared in accordance with Canadian GAAP and present fairly:
 - (a) the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of TrueContext or any Subsidiary, on a consolidated basis, as at the respective dates of the financial statements and have been maintained in accordance with good business practices on a basis consistent with prior years;

- (b) the sales, earnings and results of the operations of TrueContext or any Subsidiary during the periods covered by the financial statements,

Tax Matters

- 22. Each of TrueContext and each Subsidiary has filed all Tax Returns up to and for the year ended December 31, 2007, and has withheld or collected and remitted all amounts to be withheld or collected and remitted with respect to any Taxes as required under all applicable Tax Laws. There are no actions, suits or proceedings, in progress, pending, or, to the Knowledge of TrueContext, threatened against TrueContext or any Subsidiary, in connection with any Taxes. There are no Taxes owing by TrueContext or any Subsidiary and the provisions for Taxes shown on the Financial Statements are sufficient for the payment of all accrued and unpaid Taxes for all periods up to the end of the most recent financial period addressed in the Financial Statements.

Absence of Changes

- 23. Since January 1, 2009, there has not been:
 - (a) any change in the financial condition, operations, results of operations, or business of TrueContext or any Subsidiary that has had a Material Adverse Effect nor has there been any occurrence or circumstances which, with the passage of time might reasonably be expected to have a Material Adverse Effect; or
 - (b) any damage, destruction or loss, labour trouble, or other event, development or condition of any character (whether or not covered by insurance) suffered by TrueContext or any Subsidiary which has had, or may reasonably be expected to have a Material Adverse Effect.

Absence of Undisclosed Liabilities

- 24. Except to the extent reflected or reserved in the Financial Statements or incurred in the ordinary course of TrueContext's or a Subsidiary's business subsequent to January 1, 2009, neither TrueContext nor any Subsidiary has any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise, including under any guarantee of any debt).

Absence of Unusual Transactions

- 25. Since January 1, 2009, except as contemplated in this Agreement or as set out on the Disclosure Schedule:
 - (a) TrueContext and each Subsidiary has conducted its business only in the usual, ordinary and regular course and consistent with past practice;
 - (b) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) that has had or is reasonably likely to have a Material Adverse Effect has been incurred; and
 - (c) no event that has had or is reasonably likely to have a Material Adverse Effect has occurred.

Title to Assets

26. Each of TrueContext or any Subsidiary owns, possesses and has good and marketable title to all of its undertaking, property and assets including all the undertaking, property and assets to be reflected in the most recent consolidated balance sheet included in the Financial Statements, free and clear of all Encumbrances other than Permitted Encumbrances. The undertaking, property and assets of TrueContext and each Subsidiary comprise all of the undertaking, assets and property necessary for each to carry on the Business as it is currently operated and contemplated to be operated in the future.
27. Except as set out in the Disclosure Schedule, no officer, director, shareholder of TrueContext or TrueContext Principal Shareholder or any Subsidiary and no entity that is an affiliate or associate of one or more of those persons owns, directly or indirectly, in whole or in part, any property that TrueContext or any Subsidiary uses in the operation of the Business or has any direct or indirect ownership interest in any firm or corporation with which TrueContext or any Subsidiary has a business relationship, or has any cause of action or other claim whatsoever against, or owes any amount to, TrueContext or any Subsidiary in connection with the Business.

Real Property

28. Neither TrueContext nor its Subsidiaries own any Real Property. All of the Real Property Leases are in full force and effect, unamended, and none of them are under any threat of termination.

Intellectual Property

29. The Disclosure Schedule includes a list of: (a) all registered and unregistered Intellectual Property that is owned by TrueContext and all Intellectual Property for which application for registration has been filed by TrueContext, and, in each case, that is material to the conduct of the Business; (b) the jurisdictions (if any) in which that Intellectual Property is registered or subsists if unregistered (or for which application for registration has been filed); and (c) the applicable expiry or due dates of all such listed registrations and applications. TrueContext has taken all commercially reasonable legal steps to preserve its rights to such registered and unregistered Intellectual Property.
30. The registered and unregistered Intellectual Property that is owned by TrueContext is owned free and clear of any Encumbrances other than Permitted Encumbrances, and, to the Knowledge of TrueContext, no Person other than TrueContext has any right to use that Intellectual Property except as noted in the Disclosure Schedule. To the Knowledge of TrueContext, the Intellectual Property owned by TrueContext is valid and enforceable. TrueContext owns or possesses adequate and enforceable royalty-free licences or other rights to use all Intellectual Property necessary to the conduct of the Business and, to the Knowledge of TrueContext, such use does not conflict with the rights of others.
31. The Disclosure Schedule includes a list of all Material Contracts that are material licence agreements pursuant to which TrueContext has been granted a right to use, or otherwise exploit Intellectual Property owned by third parties. TrueContext is not in default or breach of any licence agreement relating to that Intellectual Property which TrueContext has been granted a right to use, or otherwise exploit, which is owned by third parties.

32. No proceedings are pending, or, to the Knowledge of TrueContext, have been instituted or threatened that challenge the validity of the ownership by TrueContext or rights to use any Intellectual Property in connection with the Business.
33. To the extent that any Intellectual Property owned or used by TrueContext or any Subsidiary has been developed or created independently or jointly by a third party for TrueContext or any Subsidiary or is incorporated into any Intellectual Property of TrueContext or any Subsidiary, TrueContext has a written agreement with such third party with respect thereto and TrueContext thereby either (A) has obtained ownership of, and is the exclusive owner of all such third party's Intellectual Property (including the right to seek past and future damages, profits or reasonable compensation with respect to such Intellectual Property) in such work, material or invention by operation of law or by valid assignment, to the fullest extent it is legally possible to do so or (B) has obtained a perpetual, non-terminable license (sufficient for the conduct of the Business as currently conducted and as proposed to be conducted). Any such third party waived its moral rights in any such Intellectual Property which has been conveyed by such third party to TrueContext.
34. All current and former officers and Employees who have been involved in the development, modification or use of Intellectual Property of TrueContext or any Subsidiary or who have had access to the source code relating to such Intellectual Property have assigned all of their rights, title and interest in and to such Intellectual Property to TrueContext or any Subsidiary, have expressly waived any moral rights in such Intellectual Property, and have executed written agreements with TrueContext or the relevant Subsidiary to that effect.
35. The operation of the Business as it currently is conducted, including but not limited to the design, development, use, import, branding, advertising, promotion, marketing, manufacture and sale of the products, technology or services (including products, technology or services currently under development) of TrueContext does not, to the Knowledge of TrueContext, infringe or misappropriate any Intellectual Property rights of any Person, violate any right of any Person (including any right to privacy or publicity), and TrueContext has not received notice from any Person claiming that such operation or any act, product, technology or service (including products, technology or services currently under development) of TrueContext infringes or misappropriates any Intellectual Property right of any Person.

Accounts Receivable

36. All accounts receivable of TrueContext and each Subsidiary to be reflected in the Financial Statements, or which have come into existence since the date of the most recent Financial Statements, were created in the ordinary course of its business from bona fide transactions, and, except to the extent that they have been paid in the ordinary course of its business since the date of the Financial Statements, are valid and enforceable and payable in full, except to the extent of the allowance for doubtful accounts to be reflected in the Financial Statements and, in the case of accounts receivable which have come into existence since the date of the most recent Financial Statements, of a reasonable allowance for doubtful accounts.

Material Contracts

37. The Disclosure Schedule contains a list of all Material Contracts to which TrueContext and each Subsidiary is a party or bound. Except as disclosed in the Disclosure Schedule, to the Knowledge of TrueContext, neither TrueContext nor any Subsidiary is in default or breach of any Material Contract, and to the Knowledge of TrueContext, there exists no state of facts which, after notice

or lapse of time or both, would constitute such a default or breach. To the Knowledge of TrueContext no counterparty to any Material Contract is in default of any of its obligations under any Material Contract, TrueContext and each Subsidiary, as applicable, is entitled to all benefits under each Material Contract, and neither TrueContext nor any Subsidiary has received any notice of termination of any Material Contract.

No Powers of Attorney

38. Neither TrueContext nor any Subsidiary have granted a general or special power of attorney to any Person.

Compliance with Laws, Environmental Laws, Permits, Conditions

39. Each of TrueContext or any Subsidiary has complied with and is in compliance, in all material respects, with all applicable Laws, including Environmental Laws, and has all material licences, Permits, orders or approvals of, and has made all required registrations with, any governmental or regulatory body that are material to the conduct of its business.

Suppliers and Customers

40. None of the suppliers of TrueContext or any Subsidiary has advised TrueContext or any Subsidiary, either orally or in writing, that it is terminating or considering terminating its relationship with any of them, or considering negotiating its relationship with any of them on terms that would result in a Material Adverse Effect, whether as a result of the completion of the transactions contemplated by this Agreement or otherwise.
41. None of the customers of TrueContext or any Subsidiary has advised TrueContext or any Subsidiary, orally or in writing, that it is terminating or considering terminating its relationship with any of them, or considering negotiating its relationship with any of them on terms that would result in a Material Adverse Effect, whether as a result of the completion of the transactions contemplated by this Agreement or otherwise.

Rights to Use Personal Information

42. All Personal Information in the possession of TrueContext and each Subsidiary has been collected, used and disclosed in compliance with all applicable Privacy Laws in those jurisdictions in which TrueContext and each Subsidiary conducts, or is deemed by operation of law in those jurisdictions to conduct, its business.
43. TrueContext and each Subsidiary has disclosed to Carlaw all Contracts and facts concerning the collection, use, retention, destruction and disclosure of Personal Information, and there are no other Contracts, or facts which, on completion of the transactions contemplated by this Agreement, would restrict or interfere with the use of any Personal Information by TrueContext or any Subsidiary in the continued operation of its Business as conducted before the Closing Date.
44. There are no Claims pending or threatened, with respect to TrueContext or any Subsidiary's collection, use or disclosure of Personal Information.

Warranties

45. Except as set out in the Disclosure Schedule, there are no Claims against TrueContext or any Subsidiary on account of warranties or with respect to the provision of services.

Employees and Employment Contracts

46. Except as set out on the Disclosure Schedule, all of the Employees are employed or engaged for an indefinite term and none are subject to written employment agreements, contracts of engagement or services agreements. Any employment agreements, contracts of engagement or services agreements are listed in the Disclosure Schedule. No officer or any key Employee has given notice, oral or written, of an intention to cease being employed with TrueContext or any Subsidiary, and neither TrueContext nor any Subsidiary intends to terminate the employment of any officer or key Employee.
47. Except as set out in the Disclosure Schedule, there are no employment Law related Claims in existence or pending against TrueContext or any Subsidiary.

Employee Confidentiality Agreements

48. TrueContext and the Subsidiaries, as applicable, have entered into enforceable confidentiality agreements with all relevant Employees, true and complete copies of which have been provided to Carlaw, that protect the Confidential Information and the Intellectual Property of TrueContext, the Subsidiaries and third party licensors.
49. Neither TrueContext nor any Subsidiary is bound by or a party to, either directly or by operation of law, any collective bargaining agreement (a **“Collective Agreement”**) with any trade union or association which might qualify as a trade union, and no trade union, association, council of trade unions, employee bargaining agency or affiliated bargaining agent:
- (a) holds bargaining rights with respect to any of the Employees by way of certification, interim certification, voluntary recognition, designation or successor rights;
 - (b) has applied to be certified or requested to be voluntarily recognized as the bargaining agent of any of the Employees;
 - (c) has applied to have either the Carlaw declared a related or successor employer under applicable state, provincial labour or employment legislation; or
 - (d) has filed a complaint or charge under applicable state, provincial labour or employment legislation.

Pension and Benefit Plans

50. Except as set out in the Disclosure Schedule, neither TrueContext nor any Subsidiary is a party to or bound by any plans with respect to any of its Employees or any other Persons, other than health plans established and administered by any other Governmental Authority, and workplace safety and compensation insurance provided pursuant to Law.

Insurance Policies

51. A true and complete list of all Insurance Policies is set forth in the Disclosure Schedule. The Insurance Policies are adequate in scope and nature for the Business and TrueContext's and its Subsidiaries' assets. The Insurance Policies insure all the property and assets of TrueContext and each Subsidiary against loss or damage by all insurable hazards of risk on a replacement cost basis. All Insurance Policies are in full force and effect and neither TrueContext nor any Subsidiary:
- (a) is in default, whether as to the payment of premiums or otherwise, under any material term or condition of any of the Insurance Policies; or
 - (b) has failed to give notice or present any claim under any of the Insurance Policies in a due and timely fashion.

Litigation

52. There are no actions, suits, grievances or proceedings, whether judicial, arbitral or administrative, and whether or not purportedly on behalf of TrueContext or any Subsidiary, pending, commenced, or, to the Knowledge of TrueContext, threatened, which might reasonably be expected to have a Material Adverse Effect.
53. There is no outstanding judgment, decree, order, ruling or injunction involving TrueContext or any Subsidiary or relating in any way to the transactions contemplated by this Agreement.

No Expropriation

54. No property or asset of TrueContext has been taken or expropriated by any Governmental Authority and no notice or proceeding in respect of any such expropriation has been given or commenced or is there any intent or proposal to give any such notice or commence any such proceeding.

No Finder's Fee

55. No person or corporation is entitled to a finder's fee or other form of compensation from TrueContext or any Subsidiary with respect to the Transaction.

Full and Complete Disclosure

56. None of the foregoing representations, warranties and statements of fact contain any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading to a prospective purchaser of the TrueContext Common Shares who is seeking full information as to TrueContext and its properties, businesses and affairs.

SCHEDULE C

REPRESENTATIONS AND WARRANTIES OF THE PRINCIPAL SHAREHOLDERS

Each Principal Shareholder severally represents and warrants to Carlaw as follows, and acknowledges that Carlaw is relying upon these representations and warranties in connection with the purchase of the TrueContext Common Shares (including the TrueContext Common Shares held by such Principal Shareholder).

Capacity to Enter Agreement

1. If the Principal Shareholder is not an individual, it has all necessary corporate, trust or other power, authority and capacity to enter into and perform its obligations under this Agreement.

Binding Obligation

2. The execution, delivery and performance of this Agreement by the Principal Shareholder and the consummation by the Principal Shareholder of the transactions contemplated hereby have been duly and validly authorized by all necessary actions (whether corporate, trust, or otherwise) under this Agreement, and no further consent or authorization of the Principal Shareholder is required, except for the approval of any Transaction Document other than this Agreement to which the Principal Shareholder may be a party, to the extent that such other Transaction Document varies from or adds to the terms of this Agreement or is otherwise material. This Agreement constitutes a valid and binding obligation of the Principal Shareholder, enforceable against the Principal Shareholder in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application.

Absence of Conflict

3. None of the execution and delivery of this Agreement will:
 - (a) subject to obtaining the consents and providing the notices referred to in the Disclosure Schedule, result in or constitute a breach of any agreement or other commitment to which the Principal Shareholder is a party or by which the Principal Shareholder is bound; or
 - (b) result in the creation or imposition of any encumbrance, including any security interest, mortgage, charge, pledge, hypothec, lien, restriction, option, adverse claim, or right of others on its TrueContext Common Shares.

Marketable Title to TrueContext Common Shares

4. The Principal Shareholder is the legal and beneficial owner of its TrueContext Common Shares and has good title to them, free and clear of any Encumbrance. At the Closing Date, the Principal Shareholder will have the absolute and exclusive right to sell its TrueContext Common Shares to TrueContext as contemplated by this Agreement, free and clear of any Encumbrance.

Regulatory Approvals

5. No authorization, approval, order, consent of, or filing with, any Governmental Authority is required on the part of the Principal Shareholder in connection with the execution, delivery and

performance of this Agreement or any other documents and agreements to be delivered under this Agreement.

6. To its knowledge, the representations and warranties provided by TrueContext in Schedule B are true and accurate in all material respects.

SCHEDULE D
CARLAW REPRESENTATIONS AND WARRANTIES

Carlaw represents and warrants to TrueContext and to all holders of TrueContext Common Shares as follows and acknowledges that TrueContext and all holders of TrueContext Common Shares tendering pursuant to this Agreement are relying upon these representations and warranties in connection with the sale of the TrueContext Common Shares to Carlaw:

1. Carlaw is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of Ontario. Carlaw does not have any subsidiaries. No proceedings have been taken or authorized by Carlaw in respect of the bankruptcy, reorganization, insolvency, liquidation, dissolution or winding up of Carlaw. Carlaw is qualified to conduct business in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities makes such qualification necessary.
2. Carlaw has the requisite corporate power and authority to enter into and perform this Agreement in accordance with the terms hereof. The execution, delivery and performance of this Agreement by Carlaw and the consummation by it of the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action, and no further consent or authorization of the board of directors or shareholders of Carlaw is required, except for the approval by the board of directors of Carlaw for any Transaction Document other than this Agreement to which Carlaw may be a party, to the extent that such other Transaction Document varies from or adds to the terms of this Agreement or otherwise is material. This Agreement constitutes a valid and binding obligation of Carlaw enforceable against Carlaw in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, conservatorship, receivership or similar laws relating to, or affecting generally the enforcement of, creditor's rights and remedies or by other equitable principles of general application.
3. Carlaw has complied with and is in compliance, in all material respects, with all laws and regulations applicable to the operation of its business and has all material licenses, permits, orders or approvals of, and has made all required registrations with, any governmental or regulatory body that are material to the conduct of its business.
4. The authorized share capital of Carlaw consists of an unlimited number of common shares of which as of the date hereof 5,600,000 Carlaw Common Shares are validly issued and outstanding as fully paid and non-assessable shares in the capital of Carlaw. In addition, as of the date hereof, there are outstanding options to purchase up to: (i) 470,400 Carlaw Common Shares pursuant to the Carlaw stock option plan, (ii) 150,000 Carlaw Common Shares pursuant to options granted to Canaccord Capital Corporation in connection with Carlaw's initial public offering, and (iii) 56,000 Carlaw Common Shares pursuant to charitable stock options granted to the Toronto Community Foundation.
5. The corporate records and minute books of Carlaw are maintained substantially in accordance with all applicable laws and are complete and accurate in all material respects. The Financial books and records and accounts of Carlaw in all material respects (i) have been maintained in accordance with good business practices on a basis consistent with prior years, (ii) are stated in - reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Carlaw, and (iii) accurately and fairly reflect the basis for the Carlaw financial statements.

6. Carlaw is a “capital pool company” created in accordance with and currently in compliance with the CPC Policy. Carlaw is a “reporting issuer” in the Provinces of Ontario, Alberta and British Columbia. Carlaw is in compliance with all continuous disclosure and other applicable securities laws. No securities commission or other authority of any government or self-regulatory organization, including without limitation the TSXV, has issued any order preventing the Transaction or the trading of any securities of Carlaw.
7. There are no, actions, suits, judgments, or proceedings pending against or affecting Carlaw, and Carlaw is not aware of any existing ground on which any claim, action, suit, judgment, litigation or proceeding might be commenced with any reasonable likelihood of success.
8. Other than the approval of the TSXV, no permit, authorization or consent of any party is necessary for the consummation by Carlaw of the Transaction and the execution and delivery of this Agreement and the consummation by Carlaw of the Transaction will not result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default under any indenture, agreement or other instrument to which Carlaw is a party or by which it is bound.
9. No order ceasing or suspending trading in any securities of Carlaw or prohibiting the sale of securities of Carlaw or the trading of any of Carlaw’s issued securities has been issued and no proceedings for such purpose are pending or, to the knowledge of Carlaw, threatened.
10. No person or corporation is entitled to a finder’s fee or other form of compensation from Carlaw with respect to the Transaction.
11. As of the date of this Agreement, Carlaw currently has approximately \$500,000 in cash, cash equivalents or short-term investments.

SCHEDULE E
CAPITALIZATION TABLE

[NOTE: table deleted]

[NOTE: CONFIDENTIAL INFORMATION HAS BEEN DELETED WHERE INDICATED.]

Final Version

TRUECONTEXT CORPORATION DISCLOSURE SCHEDULE

To: Carlaw Capital II Corp. (“**Carlaw**”)
From: TrueContext Corporation (the “**Corporation**”)
Date: April 30, 2009

This document constitutes the disclosure schedule (this “**Disclosure Schedule**”) referred to in the definitive agreement entered into as of April 30, 2009 between Carlaw, Wesley Clover Corporation, Skypoint II, G.P. Co. (US) Inc., as nominee; Skypoint II, G.P. Co. Inc., as nominee, Alvaro Pombo and the Corporation (the “**Definitive Agreement**”). Unless the context otherwise requires, words and expressions defined in the Definitive Agreement shall have the same meanings in this Disclosure Schedule.

When a document is referred to herein or a reference is made to a particular part only of such document, the full contents of the document are referred to provided that the full contents of the document have been delivered or made available to Carlaw.

In some respects, this Disclosure Schedule sets forth conditions, sets of facts or other disclosure not strictly called for by the Definitive Agreement where it was thought that such disclosure might be helpful. No implication shall be drawn that any condition, set of facts or other disclosure set forth herein is necessarily material or is otherwise required to be disclosed or that the inclusion of such disclosure establishes or implies a standard of materiality, a standard for what is or is not in the usual and ordinary course of business or any other standard for disclosure set forth in the Definitive Agreement.

The following specific disclosures are made in relation to the Definitive Agreement:

Disclosure Schedule Section B-2

Subsidiaries

TrueContext has two subsidiaries, both wholly owned by the Canadian parent - TrueContext Corporation. The US Subsidiary is a Delaware Corporation TrueContext Inc. The UK subsidiary is TrueContext Ltd.

Disclosure Schedule Section B-6

Restrictive Covenants

None

Disclosure Schedule Section B-7

Regulatory Approvals

None

Disclosure Schedule Section B-8

Consents and Filings

The Corporation will require the consents of the holders of the common shares, class 1 preferred shares and class 2 preferred shares of the Corporation for the Amalgamation and the Share Reorganization.

Please refer to the Disclosure Schedule Section B-37 for details of change of control provisions in material contracts that will need consents for the Amalgamation and the Share Reorganization.

Disclosure Schedule Section B-10

Articles of TrueContext

Articles of Incorporation – July 31, 2001

Articles of Amendment – December 20, 2002

Articles of Amendment – June 29, 2005

Articles of Amendment – October 6, 2005

Articles of Amendment – March 22, 2006

Articles of Amendment – November 22, 2007

Articles of Amendment – November 26, 2007

Disclosure Schedule Section B-12

Jurisdictions

TrueContext carries on business in Canada, the US, Mexico, Chile, the UK, and Germany. The Corporation has two subsidiaries (TrueContext Inc. – US, and TrueContext Ltd. – UK)

Disclosure Schedule Section B-13

Authorized and Issued Capital

[Note: list of shareholders has been deleted]

Disclosure Schedule Section B-14
Options and Warrants

The Stock Option Plan, as amended, contemplates the issuance of options to acquire up to 1,500,000 Common Shares. As of December 31, 2008, options to acquire an aggregate of 41,700 Common Shares were granted and outstanding pursuant to the Stock Option Plan. Since December 31, 2008, a further 1,852 options have been cancelled, and 955 have expired leaving the current issued and outstanding stock options at 38,893. A proposal was previously circulated by Management of the Corporation to certain members of the Board of Directors recommending that the Stock Option pool be increased to 2,000,000 Common Shares but that proposal was never ratified by the Board of Directors.

The Class 1 Preferred Shares and Class 2 Preferred Shares are convertible into Common Shares in accordance with the terms thereof. Common Shares issuable upon the conversion of the Class 1 Preferred Shares and Class 2 Preferred Shares have been allotted for issuance upon such conversion.

On November 27, 2007, the Corporation issued a warrant to Comerica Bank (or an affiliate thereof) entitling the holder thereof to acquire 11,590 Common Shares for US\$0.40 per share. The Corporation is seeking Comerica's consent to cancel this warrant but has not yet successfully concluded those negotiations.

Disclosure Schedule Section B-18

Shareholders Agreements, Voting Trusts, etc.

The Corporation, Alvaro Pombo and certain of shareholders of the Corporation entered into a voting trust agreement dated December 20, 2002.

Disclosure Schedule Section B-19

Non-Arm's Length Indebtedness

On April 28, 2009, the Corporation entered into a Convertible Promissory Note with Wesley Clover Corporation, in the amount of C\$50,000, carrying a simple interest rate equal to 8.0% per annum. Under the terms of this promissory note, the unpaid principal on the note (or any portion thereof), shall be convertible at the election of the Holder into Common Shares at a purchase price of C\$0.15 per share.

Disclosure Schedule Section B-24

Undisclosed Liabilities

None, other than: (i) a total of C\$14,748 outstanding as at March 31, 2009, with a corporate purchasing credit card with Comerica Bank; (ii) the obligations outstanding to the former chief executive officer of the Corporation as set forth in section B-47 of this Disclosure Schedule; (iii) the obligations to **[deleted text]** as disclosed in section B-37 of this Disclosure Schedule; (iv) the obligations **[deleted text]** as disclosed in section B-37 of this Disclosure Schedule, and (v) the obligations to **[deleted text]** as disclosed in section B-37 of this Disclosure Schedule.

Pursuant to the Loan Agreement entered into on December 20, 2006 in connection with the credit facility obtained by the Corporation from Comerica Bank, each of the Corporation and its subsidiary, TrueContext, Inc. are jointly and severally liable for, and have guaranteed, any obligations of such other party in connection with such credit facility.

Disclosure Schedule Section B-25
Absence of Unusual Transactions

Since December 31, 2008:

A general security interest was granted to Comerica Bank in connection with the third amendment to the loan agreement made as of January 30, 2009.

The Corporation entered into a Partial Surrender of Lease and Second Amendment to Lease effective March 19, 2009, with Kanata Research Park Corporation ("KRPC"), a company controlled by Terrence Mathews, a significant shareholder of the Corporation. Under the terms of this amendment, the Corporation agreed to pay C\$60,000 as a cancellation fee for a prior lease with KRPC, forego and release a C\$48,291.86 deposit on hand with KRPC as a cancellation fee for a prior lease with KRPC, and agreed to lease approximately 4,735.50 rentable square feet for the period from April 1, 2009 through March 31, 2010 for a gross monthly rental cost of C\$7,500 per month, with no obligation to pay any annual rent or additional rent.

Disclosure Schedule Section B-26

Title to Assets

Encumbrances

The Corporation's assets are subject to the following Encumbrances:

- (a) Comerica Bank has registered a general security interest against the Corporation (*Personal Property Security Act* Registration No.20061208 1548 1590 6744; Reference File No.631296738) in connection with the Corporation having obtained certain credit facilities from Comerica Bank.
- (b) 2811472 Canada Inc./Acorn Partners have registered a general security interest against the Corporation (*Personal Property Security Act* Registration No.20081217 1526 1793 0015; Reference File No.650601657) 2811472 in connection with the Corporation having obtained certain credit facilities for the purchase of SR&ED tax credits effective December 16, 2008.

Equipment Leases

Ikon Office Solutions (Now called IOS Financial Services) Lease 8335401-001 Canon iR3035, 51 month term effective July 24, 2007. Quarterly payment without tax: C\$1,320.75 cost per image: C\$0.0179 per image. Equipment ID: BBS61, Serial No: MUP01161 Model: C3035 located at Suite 800, 535 Legget Drive, Kanata, Ontario

Disclosure Schedule Section B-29**Intellectual Property****Owned IP:****(a) Trademarks:**

TRUECONTEXT
MEXPERIENCE

The Corporation has also filed a Canadian Trade-Mark Application (No. 1,332,491) with respect to the mark "ON DEMAND, ON HAND, ON TIME".

(a) Patents:

Currently there are eight patent applications that have been filed by the Corporation and are pending in either the U.S., Canada, EU, or various combinations thereof. These applications are at various stages as detailed below.

File #	Serial No.	Title	Date Filed	Country	Next Step/Status
2PL01	60/399,996	Contextual Computing System	07/31/02	U.S.	Expired – Converted to 2USPT
2WOPT	IB2003 / 003045	Contextual Computing System	07/31/03	PCT	Inactive – Canada and Europe nationally filed
2CAPT	2494122	Contextual Computing System	07/31/03	Canada	Pending - Annuity paid 06/07/06
2EPPT	03766530.4	Contextual Computing System	07/31/03	Europe	Pending - Annuity paid 06/07/06 Office Action received 10/12/2008 Pending – IDS filed 05/09/06
2USPT	10/631,623	Contextual Computing System	07/31/03	U.S.	IDS filed 4/11/2007 IDS filed 4/25/2007 IDS filed 10/30/2007 IDS filed 3/25/2009
3CAPT	2484401	Content Management Across Shared, Mobile File Systems	10/08/04	Canada	Pending - Annuity paid 08/28/06
3USPT	10/961,545	Content Management Across Shared, Mobile File Systems	10/08/04	U.S.	Pending – Recorded Assignment rec'd 06/28/06
4CAPT	2484382	Distributed Scalable Policy Based Content Management	10/08/04	Canada	Pending – Assignment Recorded 10/24/06

File #	Serial No.	Title	Date Filed	Country	Next Step/Status
4USPT	10/961,784	Distributed Scalable Policy Based Content Management	10/08/04	U.S.	Pending – Recorded Assignment rec'd 06/28/06 Third Office Action received 11/28/2008
5CAPT	2533318	Policy-Driven Mobile Forms Application	01/19/06	Canada	Pending - Filing Receipt Rec'd 03/16/06
5PL01	60/645,199	Policy-Driven Mobile Forms Application	01/19/05	U.S.	Expired – Converted to 5USPT
5USPT	11/335,898	Policy-Driven Mobile Forms Application	01/19/06	U.S.	Pending – Supplemental IDS filed 05/09/06 First Office Action received 11/10/2008 Amendment and Response Filed 3/10/2009
5WOPT	IB2006 / 000076	Policy-Driven Mobile Forms Application	01/18/06	PCT	Pending - Int'l Prelim. Exam Report 11/13/06
6CAPT	2578390	Mobile Core Client Architecture	02/13/07	Canada	Pending - Examination Requested 02/08/07
6PL01	60/884,785	Mobile Core Client Architecture	01/12/07	U.S.	Expired – Converted to 6WOPT
6USPT	IB2008/000055	Mobile Core Client Architecture	1/11/2007	PCT	Search Report Received 6/25/2008
7CAPT	2578466	Method and System for Customizing a Mobile Application Using a Web-Based Interface	02/13/07	Canada	Pending - Examination Requested 02/08/07
7PL01	60/880,170	Method and System for Customizing a Mobile Application Using a Web-Based Interface	01/12/07	U.S.	Expired – Converted to 7WOPT
7USPT	IB2008/000070	Customizing a Mobile Application Using a Web-Based Interface	1/11/2008	PCT	Search Report Received 6/19/2008
8CAPT	2578472	Method and System for Orchestrating Services and Data Sharing on Mobile Devices	02/13/07	Canada	Pending - Examination Requested 02/08/07

File #	Serial No.	Title	Date Filed	Country	Next Step/Status
8PL01	60/880,328	Method and System for Orchestrating Services and Data Sharing on Mobile Devices	01/12/07	U.S.	Expired – Converted to 8WOPT
8USPT	IB2008/000052	Method and System for Orchestrating Services and Data Sharing on Mobile Devices	1/11/2008	PCT	Search Report Received 7/7/2008
9CAPT	2578515	Method and System for Real Time Records from Aggregated Mobile Data	02/13/07	Canada	Pending - Examination Requested 02/08/07
9PL01	60/880,176	Method and System for Real Time Records from Aggregated Mobile Data	01/12/07	U.S.	Expired – Converted to 9WOPT
9USPT	IB2008/000056	Method and System for Real Time Records from Aggregated Mobile Data	1/11/2008	PCT	Search Report Received 6/4/2008

(c) Other Owned IP:

The Corporation owns all Intellectual Property (including unregistered copyright), in the following products of the Corporation:

- TrueContext mExperience up to and including version 4 and all associated dot releases
- TrueContext mExperience self-service portal up to and including version 1 and all associated dot releases
- TrueContext mXForms up to and including version 1 and all associated dot releases; and
- TrueContext Product Roadmap for future releases of product

Licensed IP:

[Note: table deleted]

The Corporation is party to the CANARIE E-Business Program Project Agreement with CANARIE Inc. dated February 28, 2003. Pursuant to this agreement, the Corporation must make every reasonable effort to have the results of the Project (as defined in such agreement) exploited

in Canada for the benefit of Canada. The Corporation cannot transfer, mortgage or in any way encumber the intellectual property or physical assets of the Project without the prior written consent of CANARIE. The Corporation undertook to use reasonable efforts to exploit the results of the Project. In the event that reasonable efforts are not made by the Corporation to exploit the results of the Project within three years after the Project Completion Date (as defined in such agreement), CANARIE shall have a paid-up, royalty-free, non-exclusive license to use or sub-license the intellectual property created, generated or practiced during or as a result of the performance of the Project. The Project Completion Date occurred in March of 2004, and the Corporation has been exploiting such intellectual property. There is therefore no expectation that such license to CANARIE will be required under this agreement.

The Corporation is also a party to an Industrial Research Assistance Program Repayable Contribution Agreement with National Research Council Canada ("NRC") dated January 6, 2003. Pursuant to this agreement, the Corporation must report to NRC its efforts to exploit the intellectual property produced in the course of the "Work" (as defined in the agreement). If NRC determines that the Corporation is not exploiting such intellectual property, NRC may request that the Corporation find a licensee to license the intellectual property upon reasonable commercial terms and conditions within ninety (90) days of NRC's request. If the Corporation does not meet NRC's request, the Corporation shall grant a non-exclusive, perpetual, royalty-free license to use the said intellectual property for any purpose. The license shall include the right to grant sublicenses. No such request has been made by NRC.

With respect to Section 34 of Schedule B to the Definitive Agreement, certain employees and contractors of the Corporation have not entered into a proprietary rights and non-disclosure agreement, as indicated in Section B-46 of this Disclosure Schedule.

Disclosure Schedule Section B-31

Royalties and Licenses

- 1) The Corporation is party to the CANARIE E-Business Program Project Agreement with CANARIE Inc. dated February 28, 2003, pursuant to which the Corporation will repay up to 125% of the contribution it received from CANARIE (which contribution was C\$1.5 million in the aggregate) through quarterly royalty payments at the rate of 10% of up-front licensee fees, annual maintenance and service revenues in connection with the TrueContext m-solution. Royalties currently owing under this agreement up to March 31, 2009 total C\$151,832.
- 2) Pursuant to the Industrial Research Assistance Program Repayable Contribution Agreement between the Corporation and NRC (described in Section B-37 of this Disclosure Schedule), the Corporation shall repay the NRC's contribution through quarterly payments of 2.5% of the Corporation's gross revenues for the quarter. On January 31, 2007 the total amount repaid and owed to NRC on the project was less than the NRC contribution to the Corporation, and accordingly the Corporation will continue to make repayments to NRC under the same terms until the earlier of the full repayment of the NRC contribution or ten years after the start of the repayment period. If at any time during the life of the agreement the total amount repaid to NRC equals or exceeds 150% of the contribution to the Corporation, the Corporation shall cease to have any further obligation to make such repayments to NRC. Royalties currently owing under this agreement up to March 31, 2009 total C\$21,807.
- 3) Under the terms of an Embedded Software License Agreement with **[deleted text]**, the Corporation is required to pay 20% of the applicable license fee for each program based on the most current **[deleted text]** global price list where the **[deleted text]** is bundled in with the TrueContext application, in addition to any applicable annual maintenance fees. Under the terms of a Proprietary Application Hosting Agreement with **[deleted text]**, the Corporation purchased five **[deleted text]** Perpetual licenses and associated software update license and support, and two **[deleted text]** Perpetual licenses and associated software update license and support.
- 4) Under the terms of a **[deleted text]** Software Agreement with **[deleted text]**, the Corporation is required to pay a royalty to **[deleted text]** of US\$0.80 per Active User on the mExperience user on the TrueContext application. Active User means where the end user authenticates itself for the first time against the TrueContext profile with the intent of using the TrueContext system. "Authenticate" as used in this definition means the end user accessing the TrueContext system for the first time, that includes the **[deleted text]** application, by entering such end user's name and password (i.e. sign-on) in order to use the TrueContext system. For greater clarity, subsequent sign-on by the same end user after the first Authentication shall not create an obligation to pay the referenced fee above. The Corporation is further obligated to pay an annual fee of US\$15,000 and a further US\$0.0384 per user in annual maintenance (US\$9.60 annually for a block of 250 users).
- 5) The Corporation also pays license fees pursuant to certain of the license agreements described under the heading "Licensed IP" as set forth in Section B-29 of this Disclosure Schedule.

Disclosure Schedule Section B-37

Material Contracts

List of Material Contracts

- CANARIE E-Business Program Project Agreement dated February 28, 2003 (No change of control language)
- Letter Agreement with Rafiq Kahn of CANARIE Inc. dated May 5, 2005 as amended (No change of control language)
- Industrial Research Assistance Program Repayable Contribution Agreement effective January 6, 2003 (Notice of change of control required)
- Research in Motion Partnership Agreement (No change of control language)
- Group Benefits Contract with Manulife Financial
- **[deleted text]** Software Agreement Master Terms dated May 23, 2004 and amendment number 1 (one) to the agreement dated effective August 16, 2004 (Termination clause Section 3.2 “Either party may terminate these master terms and any or all Exhibits: Section 3.2 (d) immediately by written notice if Customer undergoes any change in ownership or control (whether by way of voting or contract rights or otherwise) or in its business, which change **[deleted text]** considers material, in light of the fact that Customer has been appointed by **[deleted text]** because of its present financial, technical and managerial conditions.)
- **[deleted text]** Purchase Letter Agreement dated December 17, 2004 (No change of control language)
- **[deleted text]** Master Var Agreement dated March 30, 2007 (Section 11 c. Termination for Cause...”In addition to any other events of termination set out in this Agreement, either party (the “non-defaulting” party”) will have cause to terminate this Agreement, upon the occurrence of any termination event as specified below: (3) Ownership or Control – The direct or indirect ownership or control of the defaulting party that exists on the Effective Date of this Agreement changes in a manner that, in the non-defaulting party’s reasonable judgement, is probable to adversely affect the non-defaulting party or its rights under this Agreement.”)
- **[deleted text]** Purchase Orders dated July 25, 2006 and August 4, 2006 (No change of control language)
- **[deleted text]** purchase order dated May 16, 2007 (No change of control language)
- **[deleted text]** Services Agreement dated December 21, 2006 (No change of control language)
- **[deleted text]** Business Agreement dated December 26, 2006 (No change of control language)
- **[deleted text]** Change Orders dated January 25, 2008 (No change of control language)
- **[deleted text]** Services Agreement dated February 11, 2008 (No change of control language)
- **[deleted text]** VAR Agreement dated February 22, 2008 (No change of control language)
- **[deleted text]** Professional Services Agreement dated March 20, 2008 (Notice of change of control required; constitutes a “Termination Event”)
- **[deleted text]** Master Software License Agreement dated July 24, 2008 (Notice of change of control required; “successor in interest” must agree to be bound by agreement)
- **[deleted text]** Pronto Service Agreement dated May 30, 2008 (No change of control language)

- **[deleted text]** Change order 4 dated May 12, 2008 (No change of control language)
- **[deleted text]** Pronto Service Agreement dated June 6, 2008 (No change of control language)
- **[deleted text]** Pronto Service Agreement dated May 1, 2008 (No change of control language)
- **[deleted text]** Pronto Service Agreement dated June 27, 2008 (No change of control language)
- **[deleted text]** Equipment Schedule for Shaw Flooring dated July 5, 2008 (No change of control language)
- Pronto Service Agreement with **[deleted text]** signed December 30, 2008 (No change of control language)
- **[deleted text]** Field Service Mobility – Support Contract dated March 27, 2008 (No change of control language)
- **[deleted text]** Services Agreement Proposal dated August 29, 2008 (No change of control language)
- **[deleted text]** Pronto Mobile Form Solution Proposal dated December 23, 2008 (No change of control language)
- **[deleted text]** Statement of Work dated September 23, 2008 (No change of control language)
- **[deleted text]** Pronto Service Agreement dated December 24, 2008 (No change of control language)
- **[deleted text]** Pronto Service Agreement dated September 3, 2008 (No change of control language)
- **[deleted text]** Revised Proposal for the CRM BB, NT Client and PC Renderer signed September 30, 2008 (No change of control language)
- **[deleted text]** Proposal for the **[deleted text]** Pronto Forms Project dated September 25, 2008 (No change of control language)
- **[deleted text]** Pronto Service Agreement dated March 28, 2009 (No change of control language)
- **[deleted text]** proposal dated February 8, 2009 (No change of control language)
- **[deleted text]** Pronto Service Agreement signed March 31, 2009 (No change of control language)
- **[deleted text]** proposal dated January 14, 2009 (No change of control language)
- **[deleted text]** Purchase Order dated April 14, 2009 (No change of control language)
- **[deleted text]** Distributor Agreement dated October 1, 2008 (No change of control language)
- **[deleted text]** Purchase Order dated December 18, 2007 (See Purchase Order)
- Quotation to **[deleted text]** dated December 6, 2007 (No change of control language)
- **[deleted text]** Order form dated February 6, 2009 (No change of control language)
- Lease for Office Space with Kanata Research Park Corporation dated October 11, 2005 as amended (Section 6.05 Change in corporate control – intentionally deleted, Section 6.06 Notice of change in control – Where there is a change in corporate control of the Tenant, the Tenant shall forthwith advise the Landlord in writing)
- Wireless Application Distribution Agreement with **[deleted text]** dated May 1, 2008 (No change of control language)
- **[deleted text]** Proposal for a Fully Managed Hosting Solution signed November 13, 2006 (No change of control language)
- **[deleted text]** Proposal for a Fully Managed Production Solution for **[deleted text]** dated June 27, 2005 (No change of control language)

- **[deleted text]** License and Services Agreement dated October 30, 2008 (No change of control language)
- **[deleted text]** Payment Plan Agreement effective November 12, 2008 and associated notice of assignment letter to **[deleted text]** (No change of control language)
- **[deleted text]** Embedded Software License Application Package Registration Form dated October 29, 2008, and **[deleted text]** Embedded Software License Distribution Agreement signed December 4, 2008 (No change of control language)
- **[deleted text]** Value Added Reseller Agreement dated August 18, 2006, as amended (Notice of change of control required; constitutes a termination event)
- Comerica Bank Loan Agreement dated December 20, 2006 (Notice of change of control/amalgamation required)
- Comerica Bank Pledge and Security Agreement dated December 10, 2008 (No change of control language)
- TrueContext 401(k) and Profit Sharing Plan with **[deleted text]** dated December 20, 2006 (No change of control language)
- **[deleted text]** Sales Order Form for hosted exchange email dated January 16, 2009 (No change of control language)
- **[deleted text]** Preferred Supplier Agreement dated November 8, 2006 as amended (No change of control language)
- **[deleted text]** Managed Hosting Services Agreement for TrueContext Corporation dated June 23, 2008 as amended (No change of control language)
- **[deleted text]** Three-Party Escrow Service Agreement between **[deleted text]** dated April 6, 2008 (No change of control language)
- **[deleted text]** Proposal dated April 16, 2007, and letter of clarification dated April 20, 2007 (No change of control language)
- **[deleted text]** Web Services On-Line Agreement dated December 1, 2008 (No change of control language)
- Engagement letters with Deloitte & Touche LLP dated April 13, 2009 for the provision of services related to the proposed transaction with Carlaw Capital II and offering of securities, and the provision of services related to the audit of the financial statements of TrueContext Corporation for the years ended December 31, 2008 and December 31, 2007. (No change of control language)
- All other contracts referenced in all other sections of this disclosure statement are incorporated by reference. (Alvaro Pombo and David Greenwood employment agreements have change of control provisions)

Breach of Material Contracts

The Corporation is in breach of certain covenants in its Loan Agreement with Comerica Bank dated as of December 20, 2006, as amended, which contemplated that the Corporation would provide audited financial statements to Comerica bank within 120 days of our fiscal year end. The Corporation has not provided audited financial statements for the years ended December 31, 2007 or December 31, 2008 to Comerica Bank. The Corporation has advised the bank of this deficiency. There are currently no amounts outstanding with the bank under the Loan Agreement other than amounts outstanding for a company credit card in the amount of C\$14,748 as at March 31, 2009. The company credit card is secured under a cash pledge agreement for C\$25,000.

The Corporation is in breach of certain covenants in its CANARIE E-Business Program Project Agreement dated March 17, 2003 as amended. Under section 1.4 of Schedule C to the

agreement, the Corporation is required to remit quarterly royalty payments to CANARIE within 90 days of each quarter. The last remittance paid to CANARIE was for the quarter ended June 30, 2007. The Corporation has calculated the amount past due for the quarter ended September 30, 2007 to be C\$24,663, the amount past due for the quarter ended December 31, 2007 to be C\$21,183, the amount past due for the quarter ended March 31, 2008 to be C\$29,699, the amount past due for the quarter ended June 30, 2008 to be C\$27,872, the amount past due for the quarter ended September 30, 2008, to be C\$33,207, and the amount past due for the quarter ended December 31, 2009 to be C\$5,820. The Corporation is currently negotiating a settlement of all amounts owed to CANARIE. The proposed settlement with CANARIE (subject to approval by CANARIE's Board of Directors) calls for the Corporation to make a one-time payment of C\$150,000 in March 2011, as a full and final settlement of all amounts owed to CANARIE. The Corporation has yet to conclude those negotiations.

The Corporation is in breach of certain covenants in its Industrial Research Assistance Program ("IRAP") Repayable Contribution Agreement dated November 18, 2003 as amended. Under section 5.0 of such agreement, the Corporation is required to remit quarterly royalty payments to IRAP within 60 days of each quarter. The last remittance paid to IRAP was for the quarter ended December 31, 2007. The Corporation has calculated that the amount past due for the quarter ended March 31, 2008 is C\$2,425, the amount past due for the quarter ended June 30, 2008 is C\$6,968, the amount past due for the quarter ended September 30, 2008 is C\$8,302, and the amount past due for the quarter ended December 31, 2008 is C\$1,455. Under the terms of such agreement, the Corporation is accruing interest at an annual rate of interest of 12.68% on any amounts past due.

On February 6, 2009, the Corporation entered into a purchase agreement with **[deleted text]** for the purchase of an annual subscription for 12 licenses for the period from February 6, 2009 through February 5, 2010 for a total fee of US\$21,762, payable in four quarterly installments of US\$5,440.50. The Corporation has not made any payments against this obligation and contacted **[deleted text]** in late March to explain, that given the current economic conditions it was not in a position to continue with **[deleted text]**, and that it did not intend to make any payments under the contract. **[deleted text]** contacted the Corporation on March 23, 2009 indicating that the contract was in full force and effect, and that they would enforce collection action if they did not receive payment against the obligation.

[Note: deleted text]

The Corporation received a purchase order from **[deleted text]** on December 18, 2007 pursuant to which, **[deleted text]** would receive an additional price discount on the Corporation's software licenses in return for a C\$**[deleted text]** payment to the Corporation. The payment was received on January 3, 2008. The purchase order was issued pursuant to a quotation provided to **[deleted text]** by the Corporation on December 6, 2007, where the Corporation gave **[deleted text]** the right to return any unused portion of the license prepayment to the Corporation on June 30, 2009, subject to a re-stocking fee of 20%. To date, no licenses have been sold against this amount, and the Corporation is negotiating an extension of the return period by a further 24 months to June 30, 2011 in return for a waiver of the re-stocking fee. As at the date of this disclosure schedule those negotiations have not been finalized, and should **[deleted text]** exercise their return privilege, the Corporation would have a total liability to **[deleted text]** of C\$240,000 plus GST.

Disclosure Schedule Subsection B-46

Employment Contracts

- (i) **Employment Agreements** - The Corporation has entered into employment agreements with each of the following:

[Note: names of employees have been deleted]

- (ii) **Independent Contractor Agreements** - The Corporation has entered into contractor agreements with each of the following:

[Note: names of independent contractors have been deleted]

- (iii) **Employment Policies** – (1) the employment agreements and independent contractor agreements described in (i) above, and (2) the Corporation's Stock Option Plan, and the benefit plans described in (iii) below;

- (iv) **Benefit Plans** – Group Benefit Plan with Manulife Financial and Accidental Death and Dismemberment Plan with ACE-INA Insurance;

- (v) **Payments** - The following employees were paid severance payments in connection with their termination.

[Note: names of employees have been deleted]

Disclosure Schedule B-47**Employment Law Claims**

The Corporation is in breach of its employment agreement dated November 30, 2005 with [deleted text], the former CEO of the Corporation. Under section 7(e) of that agreement, any payments due to [deleted text] as a result of his termination without cause are to be paid within 30 business days following the Termination Date. [deleted text] was formally terminated without cause by the Corporation on July 11, 2007, and under the terms of his employment agreement is entitled to US\$289,305 in severance, vacation and bonus pay. The Corporation maintained [deleted text] on salary continuance from July 11, 2007 through August 17, 2007, and paid [deleted text] US\$25,962. The Corporation made further payments totaling US\$153,617 between December 2007 and September 2008, leaving the current amount owing to [deleted text] equal to US\$109,726. On April 14, 2009, the Corporation spoke to [deleted text], indicating that the Corporation was in the process of closing a financing transaction and that the prospective investors were seeking a settlement of [deleted text] outstanding obligation. In response to that request, [deleted text] provided an e-mail on April 17, 2009 indicating that at that point, he would be willing to settle all amounts owed to him for US\$65,000. The Corporation continues to negotiate this proposed debt settlement, but has yet to reach a successful conclusion.

The Corporation may be in breach of certain employment agreements with various employees who, in October 2008, and April 2009 were asked to take pay reductions. Those asked to take pay reductions in October, 2008 were not asked to sign any documentation waiving their rights to the unpaid wages. All employees asked to take pay reductions in April 2009 were asked to sign a letter waiving their rights to unpaid wages, but not all have signed such waiver as at the date of this disclosure schedule. The following table details employees subject to wage reductions. A copy of the letter issued to these employees and the advice received from employment counsel with respect to these reductions has been provided to Carlaw Capital II Corp.

[Note: names and salary information have been deleted]

All of the Corporation's employment agreements state that any severance amounts payable on termination without cause are payable as a lump sum. On April 6, 2009, six employees were terminated without cause as part of a restructuring implemented by the Corporation. All employees terminated on April 6, 2009 were notified that rather than receiving a lump sum payment for severance, payments, they would receive all amounts due to them over a period of between 6 and 10 weeks.

As part of the formation of the office of the CEO with the departure of the Corporation's former CEO, the Board of Directors approved an increase in the annual base salary of Alvaro Pombo and David Greenwood to C\$200,000 each to be paid retroactive to August 1, 2007 upon the closing of the next financing; C\$10,000 of the retroactive pay increase for Mr. Greenwood has been paid, with the balance of the increases for Mr. Greenwood, and Mr. Pombo, accrued as deferred salary but remain unpaid. The total obligation accrued in the Company's financial statements to December 31, 2008 is C\$21,000 in respect of Mr. Pombo, and C\$42,500 in respect of Mr. Greenwood. The Corporation and each of Mr. Greenwood and Mr. Pombo have agreed that in full and final payment of such obligations, the Corporation shall pay C\$13,750 to Mr. Greenwood at the closing of the transaction with Carlaw and Mr. Pombo shall be paid C\$50,000 upon the achievement by the Corporation of certain pre-determined financial milestones.

Disclosure Schedule Subsection B-51

Insurance Policies

- Dominion of Canada Commercial Property Insurance C\$309,000
- Encon Underwriting et al Directors & Officers Insurance C\$3,000,000
- Encon Underwriting et al Errors & Omissions Insurance C\$3,000,000
- Encon Underwriting et al Commercial General Liability C\$5,000,000

Disclosure Schedule Section B-52

Litigation

The Corporation is not aware of any pending litigation but notes that it is in default of the employment agreement with **[deleted text]** as noted above in Section B-47 of this Disclosure Schedule.

**SCHEDULE G
OPTION ALLOCATION TABLE**

		<u># of Options</u>
Alvaro Pombo	-	1,723,879
Five directors (50,000 per director)	-	250,000
Remaining to be allocated	-	<u>500,000</u>
Total		<u>2,473,879</u>

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