EXECUTION COPY

UNDERWRITING AGREEMENT

September 21, 2015

ProntoForms Corporation
515 Legget Drive, Suite 920
Kanata, Ontario K2K 3G4

Attention: Alvaro Pombo, Chief Executive Officer

Dear Sir:

In furtherance of a letter agreement dated September 1, 2015 (the "**Letter Agreement**") between ProntoForms Corporation (the "**Corporation**") and Beacon Securities Limited ("**Beacon**"), for and on behalf of a syndicate of underwriters including Global Maxfin Capital Inc. (together with Beacon, the "**Underwriters**"), the Underwriters understand that the Corporation proposes to issue and sell to the Underwriters, or to the Substituted Purchasers (as defined herein), an aggregate of 7,500,000 units of the Corporation (the "**Initial Units**") at a price of $0.30 per Initial Unit (the "**Offering Price**"), on and subject to the terms and conditions set forth herein. Each Initial Unit consists of one common share in the capital of the Corporation (a "**Common Share**") and one-half of one common share purchase warrant (each whole common share purchase warrant, a "**Warrant**"). Each Warrant will entitle the holder thereof to acquire one additional Common Share (a "**Warrant Share**") at a price of $0.45 at any time prior to 5:00 p.m. (Toronto time) on the date that is 18 months following the Closing Date (as defined herein).

In addition, the Corporation hereby grants to the Underwriters an option (the "**Underwriters' Option**") exercisable at any time up to 48 hours prior to the Closing Time (as defined herein), to purchase up to 1,500,000 additional units of the Corporation (the "**Option Units**") at a price equal to the Offering Price. The Initial Units and the Option Units shall, as applicable, hereinafter be collectively referred to as the "**Units**". All references herein to the "**Offering**" shall be read, as applicable, to include the offering of any Option Units pursuant to the Underwriters' Option.

Subject to the terms and conditions set out in this Agreement, the Underwriters hereby offer to purchase from the Corporation and, by its acceptance of this Agreement, the Corporation agrees to sell to the Underwriters, at the Closing Time, all but not less than all of the Initial Units. Although the offer to purchase the Initial Units is being made by the Underwriters as Purchaser (as hereinafter defined), the Underwriters will endeavour to arrange for substituted purchasers (collectively, the "**Substituted Purchasers**") for the Initial Units (and any Option Units) in the Offering Jurisdictions (as defined herein) with the effect that such Substituted Purchasers will be the initial Purchasers of the Units. To the extent that Substituted Purchasers purchase Units at the Closing (as defined herein), the Underwriters shall not be obligated to purchase the Units so purchased by such Substituted Purchasers.

It is understood that the sale of the Units to the Purchasers (as defined herein) will take place only (i) in each of the provinces of Canada (the "**Canadian Offering Jurisdictions**"); and (ii) in jurisdictions other than Canada as may be agreed to by Beacon and the Corporation, each acting reasonably, provided that the Corporation is not required to file a prospectus, registration statement or other disclosure document or become subject to continuing obligations in such other jurisdictions, in each case in accordance with the provisions of this Agreement (as defined herein) (collectively with the Canadian Offering Jurisdictions, the "**Offering Jurisdictions**").

It is further understood that, concurrent with the Offering, the Corporation will complete a non-brokered private placement with certain insiders of the Corporation of 2,500,000 units of the Corporation at the Offering Price (the "**Concurrent Private Placement**").

1. **Interpretation**

Unless expressly provided otherwise, where used in this Agreement or any schedule hereto, the following terms shall have the following meanings, respectively:

"**affiliate**", "**associate**", "**distribution**", "**material change**", "**material fact**" and "**misrepresentation**" have the respective meanings ascribed thereto in the *Securities Act* (Ontario);

"**Agreement**" means the agreement resulting from the acceptance by the Corporation of the offer made hereby;

"**Applicable Securities Laws**" means, collectively, the applicable securities laws of the Canadian Offering Jurisdictions, the regulations, rules, rulings and orders made thereunder, the applicable published policy statements issued by the Securities Commissions (as defined herein) thereunder and the securities legislation and published policies of each other jurisdiction the securities laws of which are applicable to the sale of the Units on the terms and conditions set out in this Agreement;

"**Audited Financial Statements**" has the meaning ascribed thereto in subsection 7(k);

"**BDC Loan**" means the $1,000,000 loan made available by the Business Development Bank of Canada Pursuant to the BDC Loan Agreement;

"**BDC Loan Agreement**" means the loan agreement dated November 7, 2012, as amended on November 22, 2012, between the Corporation and the Business Development Bank of Canada;

"**Beacon**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Business Day**" means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Ottawa or the City of Toronto;

"**Canadian Offering Jurisdictions**" has the meaning ascribed thereto in the fourth paragraph of this Agreement;

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**CEO Loans**" means the $524,321 aggregate principal amount of loans issued or authorized for issue by the Corporation to its Chief Executive Officer, Alvaro Pombo, on July 23, 2009, September 5, 2014, and August 27, 2015, respectively;

"**Claim**" has the meaning ascribed thereto in Section 16;

"**Closing**" means the completion of the issue and sale by the Corporation of the Units pursuant to this Agreement and the Subscription Agreements;

"**Closing Date**" means the date of the Closing, namely September 21, 2015, or such other date as the Underwriters and the Corporation may agree in writing;

"**Closing Time**" means 8:30 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Corporation and the Underwriters may agree;

"**Common Shares**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Compensation Option Certificates**" means the certificates representing the Compensation Options;

"**Compensation Options**" has the meaning ascribed thereto in Section 3(c);

"**Compensation Shares**" means the Common Shares issuable upon the exercise of the Compensation Options;

"**Conditional Listing Letter**" means the conditional listing letter dated September 11, 2015 from the Exchange;

"**Continuing Underwriters**" has the meaning ascribed thereto in Section 17;

"**Corporation**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Disclosure Documents**" means, collectively, all of the documentation which has been filed by or on behalf of the Corporation since December 31, 2012 with the relevant securities regulatory authorities pursuant to the requirements of Applicable Securities Laws and publicly available on SEDAR;

"**Environmental Laws**" has the meaning ascribed thereto in subsection 7(qq);

"**Environmental Permits**" has the meaning ascribed thereto in subsection 7(rr);

"**Exchange**" means the TSX Venture Exchange;

"**Financial Statements**" has the meaning ascribed thereto in subsection 7(k);

"**Gross Proceeds**" means the gross proceeds raised from the sale of the Units;

"**Hazardous Substances**" has the meaning ascribed thereto in subsection 7(qq);

"**IFRS**" means International Financial Reporting Standards;

"**Indemnified Party**" has the meaning ascribed thereto in Section 16;

"**Initial Units**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Intellectual Property**" has the meaning ascribed thereto in subsection 7(yy);

"**Interim Financial Statements**" has the meaning ascribed thereto in subsection 7(k);

"**Leased Premises**" has the meaning ascribed thereto in subsection 7(bbb);

"**Letter Agreement**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Material Agreement**" means any material mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other document to which the Corporation or any Subsidiary is a party or by which the Corporation or any Subsidiary or a material portion of the assets of the Corporation or any Subsidiary is bound;

"**Money Laundering Laws**" has the meaning ascribed thereto in subsection 7(i);

"**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions*;

"**Offering**" has the meaning ascribed thereto in the second paragraph of this Agreement;

"**Offering Jurisdictions**" has the meaning ascribed thereto in the fourth paragraph of this Agreement;

"**Offering Price**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Option Units**" has the meaning ascribed thereto in the second paragraph of this Agreement;

"**OSA**" has the meaning ascribed thereto in subsection 6(e);

"**person**" includes any individual, corporation, limited partnership, general partnership, joint stock company or association, joint venture association, company, trust, bank, trust company, land trust, investment trust, society or other entity, organization, syndicate, whether incorporated or not, trustee, executor or other legal personal representative, and governments and agencies and political subdivisions thereof;

"**President's List Purchasers**" means, collectively, Purchasers whose names are set forth in Schedule "A" of this Agreement;

"**Private Placement Exemption**" means: (i) the "accredited investor" exemption under section 2.3 of NI 45-106; or (ii) the "minimum amount investment" exemption under section 2.10 of NI 45-106;

"**Purchasers**" means, collectively, those persons who are purchasing the Units as contemplated herein, including Substituted Purchasers and/or the Underwriters;

"**Refusing Underwriter**" has the meaning ascribed thereto in Section 17;

"**Regulation S**" means Regulation S adopted by the Securities Exchange Commission under the U.S. Securities Act;

"**Securities Commissions**" means the applicable securities commissions where the Corporation is a reporting issuer or other securities regulatory authorities in the Canadian Offering Jurisdictions;

"**Subscription Agreements**" means, collectively, the subscription agreements in the forms agreed to between the Corporation and the Underwriters to be entered into between the Purchasers and the Corporation in respect of the Offering, as amended or supplemented;

"**Subsidiaries**" means, collectively, ProntoForms Inc., TrueContext Limited and TrueContext Incorporated;

"**Substituted Purchasers**" has the meaning ascribed thereto in the third paragraph of this Agreement;

"**Tax Returns**" has the meaning ascribed thereto in subsection 7(m);

"**Taxes**" has the meaning ascribed thereto in subsection 7(m);

"**Term Sheet**" means the term sheet attached as Schedule "A" to the form of Subscription Agreement;

"**Transfer Agent**" means the registrar and transfer agent of the Corporation, namely TMX Equity Transfer Services Inc.;

"**U.S. Person**" means a "U.S. person" as that term is defined in Rule 902(k) of Regulation S;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended;

"**Underwriters**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Underwriters' Option**" has the meaning ascribed thereto in the second paragraph of this Agreement;

"**Underwriting Fee**" has the meaning ascribed thereto in subsection 3(a);

"**United States**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

"**Units**" has the meaning ascribed thereto in the second paragraph of this Agreement;

"**Warrant Certificates**" means the certificates representing the Warrants;

"**Warrant Shares**" has the meaning ascribed to such term in the first paragraph of this Agreement; and

"**Warrants**" has the meaning ascribed to such term in the first paragraph of this Agreement.

In this Agreement, "**to the best knowledge of**" means, unless otherwise expressly stated, a statement of the declarant's knowledge of the facts or circumstances to which such phrase is related, after having made reasonable inquiries and investigations in connection with such facts and circumstances; and "**to the knowledge of the Corporation**" or a similar expression means, unless otherwise expressly stated, a statement as to the best knowledge of each of the Chief Executive Officer and Chief Financial Officer & Corporate Secretary of the Corporation about the facts or circumstances to which such phrase is related, after having made reasonable inquiries and investigations in connection with such facts and circumstances.

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

(a) words used herein importing the singular number include the plural and vice versa, words importing the use of any gender include all genders;

(b) references herein to any agreement or instrument, including this Agreement, are deemed to be references to the agreement or instrument as varied, amended, modified, supplemented or replaced from time to time, and any specific references herein to any legislation or enactment are deemed to be references to such legislation or enactment as the same may be amended or replaced from time to time; and

(c) the division of this Agreement into sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and the schedule hereto and not to any particular section, subsection, paragraph or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

The following schedule is attached to this Agreement, which schedule is deemed to be a part hereof and is hereby incorporated by reference herein:

Schedule "A" – President's List Purchasers

Schedule "B" – Details as to Outstanding Convertible Securities

Schedule "C" – Directors and Officers Subject to Future Resale Restrictions

2. **Nature of Transaction**

(a) The Corporation understands that although the offer to purchase the Units is being made by the Underwriters as Purchaser, the Underwriters will endeavour to arrange for Substituted Purchasers for the Units in the Offering Jurisdictions, subject to acceptance by the Corporation, acting reasonably, of the Subscription Agreements, with the effect that such Substituted Purchasers shall be the initial Purchasers of the applicable Units. The Underwriters acknowledge that, subject to the conditions contained in Section 9 being satisfied and subject to the rights of the Underwriters contained in Section 13, the Underwriters are obligated to purchase or cause to be purchased all of the Initial Units. To the extent that Substituted Purchasers purchase Initial Units at the Closing, the Underwriter shall not be obligated to purchase the Initial Units so purchased by such Substituted Purchasers.

(b) Each Purchaser resident in Canada shall purchase the Units under a Private Placement Exemption. The Underwriters will notify the Corporation with respect to the identity of any Purchaser as soon as practicable and with a view to leaving sufficient time to allow the Corporation to secure compliance with all relevant regulatory requirements of the applicable Offering Jurisdictions relating to the sale of the Units. The Corporation undertakes to file or cause to be filed all forms or undertakings required to be filed by the Corporation and to pay all filing fees in connection with the purchase and sale of the Units so that the distribution of such securities may lawfully occur without the necessity of filing a prospectus or an offering memorandum in Canada or comparable document elsewhere. The Underwriters undertake to use commercially reasonable efforts to cause Purchasers to complete any forms required by Applicable Securities Laws.

(c) The Corporation understands and agrees that the Underwriters may arrange for Purchasers of the Units in jurisdictions other than Canada or the United States, on a private placement basis, provided that the purchase and sale of such Units do not contravene the Applicable Securities Laws of the jurisdiction where the Purchaser is resident and provided that such sale does not trigger: (i) any obligation to prepare and file a prospectus, registration statement or similar disclosure document; or (ii) any registration or other obligation on the part of the Corporation including, but not limited, to any continuing obligation in that jurisdiction.

(d) The certificates, if any, or ownership statements representing the Units, and each certificate or ownership statement issued in transfer thereof prior to the date which is four months and one day after the Closing Date, will bear or be deemed to bear, as applicable, the following legends substantially in the following forms with the necessary information inserted:

> "UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE <insert date that is four (4) months and one (1) day after Closing Date>."

> and, if required by the rules of the Exchange:

> "WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY OR UNDERLYING THIS CERTIFICATE MAY NOT BE SOLD,

TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL <insert date that is four (4) months and one (1) day after Closing Date>.

3. **Underwriters' Compensation**

(a) In consideration for the performance of their obligations hereunder, the Corporation shall, subject to the provisions of this Agreement, pay to the Underwriters an aggregate cash fee (the "**Underwriting Fee**") equal to 7% of the Gross Proceeds. Notwithstanding the foregoing, to the extent that Units are offered to and purchased by President's List Purchasers, the Underwriting Fee in respect of sales to such persons shall be reduced to 3% of the Gross Proceeds from such sales.

(b) The Underwriters may retain one or more registered securities brokers or investment dealers to act as selling agent in connection with the sale of the Units (including, for greater certainty, PowerOne Capital Markets Limited) but the compensation payable to such selling agent shall be the sole responsibility of the Underwriters, and only as permitted by and in compliance with all Applicable Securities Laws, upon the terms and conditions set forth in this Agreement and the Underwriters will require each such selling agent to so agree.

(c) In addition to the Underwriting Fee, as additional consideration for the performance of their obligations hereunder, the Corporation shall issue to the Underwriters (in such name or names as the Underwriters may direct in writing, provided that no such issue will be made in the United States or to or for the benefit or account of U.S. Persons) at the Closing Time, compensation options (the "**Compensation Options**") entitling the Underwriters to purchase, in the aggregate, that number of Compensation Shares as is equal to 7% of the aggregate number of Units sold hereunder, provided that the number of Compensation Options issued in respect of sales of Units to Presidents' List Purchasers shall be reduced to 3% of the number of Units sold to such persons. Each Compensation Option shall be exercisable for one Compensation Share at any time that is 18 months from the Closing Date at the Offering Price. If the Compensation Options are unavailable for any reason, it is hereby acknowledged and agreed that the Corporation shall pay to the Underwriters other compensation of comparable value to the Compensation Options, such compensation to be agreed to between the Corporation and Beacon, on behalf of the Underwriters, each acting reasonably.

4. **Material Changes During the Distribution of the Units**

The Corporation will promptly inform the Underwriters in writing during the period prior to the completion of the distribution of the Units of the full particulars of any material change or any change in a material fact (whether actual, anticipated, threatened, contemplated, or proposed) (whether financial or otherwise) in the assets or properties, liabilities or obligations (absolute, accrued, contingent or otherwise), business, affairs, results of operations, prospects, capital or condition (financial or otherwise) of the Corporation, considered as a whole, provided that the Corporation shall in good faith discuss with the Underwriters any change contemplated, anticipated, threatened or proposed which is of such a nature that there may be reasonable doubt as to whether notice thereof should be given to the Underwriters.

5. Due Diligence

Prior to the Closing Time, the Underwriters and the Underwriters' counsel will be provided with timely access to all information required to permit them to conduct a full due diligence investigation of the Corporation and the business conducted by the Corporation. In particular, the Underwriters shall be permitted to conduct a due diligence exercise that it, in its sole discretion, considers desirable in order to fulfil its obligations under Applicable Securities Laws, and in that regard, the Corporation will make available to the Underwriters and the Underwriters' counsel, on a timely basis, all corporate and operating records, material contracts, financial information, budgets, key officers, and other relevant information necessary in order to complete the due diligence investigation of the Corporation and the business conducted by the Corporation, as well as provide reasonable access to the Corporation's directors, officers and employees for this purpose. All information requested by the Underwriters and the Underwriters' counsel in connection with the due diligence investigations of the Underwriter will be treated by the Underwriters and the Underwriters' counsel as confidential and will only be used in connection with the Offering.

6. <u>Covenants and Certification of the Underwriters</u>

The Underwriters covenant, severally and not jointly, with the Corporation that they will:

(a) conduct activities in connection with arranging for Purchasers of the Units in compliance with the Applicable Securities Laws;

(b) not deliver to any prospective Purchaser any document or material which constitutes an offering memorandum, prospectus or similar disclosure document under Applicable Securities Laws;

(c) not solicit offers to purchase or sell the Units so as to require registration thereof or filing of a prospectus, offering memorandum, registration statement or any similar document with respect thereto or continuing obligations on the part of the Corporation under the laws of any jurisdiction and not solicit offers to purchase or sell the Units in any jurisdiction outside of Canada where the solicitation or sale of the Units would result in any statutory ongoing disclosure requirements in such jurisdiction or any registration requirements in such jurisdiction on the part of the Corporation except for the filing of a notice or report of the solicitation or sale;

(d) not make use of any green sheet or other internal marketing document other than the Term Sheet without the written consent of the Corporation, such consent to be promptly considered and not to be unreasonably withheld or delayed;

(e) obtain from each Substituted Purchaser an executed Subscription Agreement, together with all documentation as may be necessary in connection with the distribution of the Units on a private placement basis. If the Corporation is required by a Securities Commission to provide additional information with respect to the verification of the eligibility of one or more Substituted Purchaser as an "accredited investor" (as defined under NI 45-106 and section 73.3(1) of the *Securities Act* (Ontario) (the ("**OSA**")), the Underwriters shall, following the written request of the Corporation and/or the applicable Securities Commission, provide in a timely manner directly to the applicable Securities Commission such information or documentation in the possession of the Underwriters as may be required by such Securities Commission in order to confirm the eligibility of a Substituted Purchaser as an "accredited investor" within the meaning of NI 45-106 and section 73.3(1) of the OSA.

(f) obtain from each Substituted Purchaser an executed Subscription Agreement in the form agreed to by the Corporation and the Underwriters relating to the transactions herein contemplated, together with all documentation as may be necessary in connection with subscriptions for the Units; and

(g) refrain from any form of general advertising or any form of general solicitation in connection with the Offering in: (A) printed media of general and regular circulation or any similar medium, (B) radio, (C) television, or (D) electronic media or conduct any seminar or meeting concerning the offer and sale of the Units whose attendees have been invited by any form of general solicitation or general advertising, and not make use of any green sheet or other internal marketing document without the written consent of the Corporation, such consent to be promptly considered and not to be unreasonably withheld.

Each of the Underwriters hereby certifies that it is an "accredited investor" as defined under NI 45-106 and/or section 73.3(1) of the OSA by virtue of being a company registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer (other than a limited market dealer) and is acquiring the Compensation Options as principal for its own account and not for the benefit of any other person.

The Underwriters acknowledge that the Compensation Options and the Compensation Shares have not been and will not be registered under the U.S. Securities Act, and the Compensation Options may not be exercised in the United States or by, or for the account or benefit of, any U.S. Person or person in the United States, except pursuant to an exemption from the registration requirements of the U.S. Securities Act. In connection with the issuance of the Compensation Options and the Compensation Shares, as the case may be, each of the Underwriters represents and warrants that it is not a U.S. Person and this Agreement was executed and delivered outside the United States.

7. <u>**Representations and Warranties of the Corporation**</u>

The Corporation hereby represents and warrants to the Underwriters (on their own behalf and on behalf of each of the Purchasers) that as at the date hereof:

(a) the Corporation and each Subsidiary has been duly incorporated or established and is validly existing under the laws of its governing jurisdiction, has all requisite power and authority and is duly qualified to carry on its business as now conducted and to own or lease its properties and assets and the Corporation has all requisite corporate power and authority to carry out its obligations under this Agreement, the Subscription Agreements, the Warrant Certificates and the Compensation Option Certificates;

(b) to the knowledge of the Corporation, no agreement is in force or effect which in any manner affects the voting or control of any of the securities of the Corporation;

(c) there is no agreement, plan or practice relating to the payment of any management, consulting, service or other fee or any bonus, pensions, share of profits or retirement allowance, insurance, health or other employee benefit other than in the ordinary course of business;

(d) the Corporation does not beneficially own, directly or indirectly, or exercise control or direction over, 10% or more of the outstanding voting shares of any company other than the Subsidiaries and the Corporation beneficially owns, directly or indirectly, the percentage indicated below of the issued and outstanding shares in the capital of the Subsidiaries free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares have been duly authorized and validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Corporation of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of the Subsidiaries or any other security convertible into or exchangeable for any such shares:

Name	**Jurisdiction of Incorporation**	**Beneficial Equity/ Voting Ownership**
ProntoForms Inc.	Canada	100% (by the Corporation)
TrueContext Incorporated	Delaware, United States	100% (by ProntoForms Inc.)
TrueContext Limited	United Kingdom	100% (by ProntoForms Inc.)

(e) all consents, approvals, permits, authorizations or filings as may be required under Applicable Securities Laws necessary for the execution and delivery of this Agreement, the Warrant Certificates and the Compensation Option Certificates and the issuance of the Common Shares forming part of the Units, the Warrant Shares and the Compensation Shares and the completion of the transactions contemplated hereby, have been made or obtained, as applicable subject to certain specified conditions and exceptions contained in the Conditional Listing Letter and the Corporation filing with the Securities Commissions, within 10 days from the date of the sale of the Units, a Form 45-106F1 (and, if applicable, a Form 45-106F6) prepared and executed in accordance with the Applicable Securities Laws and accompanied by the prescribed fees and fee checklist form, if any;

(f) the currently issued and outstanding Common Shares are listed and posted for trading on the Exchange;

(g) the issuance and sale by the Corporation of the Units have been duly authorized by all necessary corporate action of the Corporation;

(h) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Corporation, or prohibiting or restricting the distribution of the Corporation's issued securities has been made, or proceedings have been announced, commenced or, to the knowledge of the Corporation, threatened for the making of any such order, ruling or determination by any securities commission or similar regulatory authority or by any other competent authority, and has not been rescinded, revoked or withdrawn, and no proceedings for such purpose are pending or, to the knowledge of the Corporation, contemplated or threatened under Applicable Securities Laws;

(i) the operations of the Corporation and each Subsidiary are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the money laundering statutes of Canada and, to the extent applicable, the United States, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental authority (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court, person or governmental agency or any arbitrator or non-governmental authority involving the Company or its Subsidiaries with respect to the Money Laundering Laws is to the best knowledge of the Corporation pending or threatened;

(j) the definitive form of certificate representing the Common Shares has been duly approved by the Corporation, complies with the provisions of the *Business Corporations Act* (Ontario) and Exchange requirements and does not conflict with the constating documents of the Corporation;

(k) the audited consolidated financial statements of the Corporation as at and for the years ended December 31, 2014 and December 31, 2013 (the "**Audited Financial Statements**"): (i) have been prepared in accordance with IFRS consistently applied throughout the period referred to therein, (ii) present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise) of the Corporation as at such dates and results of operations of the Corporation for the periods then ended; and (iii) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation. The unaudited condensed consolidated interim financial statements for the three and six month periods ended June 30, 2015 and June 30, 2014 (the "**Interim Financial Statements**" and together with the Audited Financial Statements, the "**Financial Statements**"): (i) have been prepared in accordance with IFRS; (ii) present fairly, in all material respects, the financial position (including the assets and liabilities) of the Corporation as at such dates and results of operations and cash flows of the Corporation for the periods then ended; and (iii) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation, and there has been no change in accounting policies or practices of the Corporation since December 31, 2014 other than as required or permitted by IFRS and set forth in the Financial Statements or related management's discussion and analysis of financial position;

(l) the Corporation has not declared or paid any dividends or declared or made any other payments or distributions on or in respect of any of its shares and has not, directly or indirectly, redeemed, purchased or otherwise acquired any of its securities or agreed to do so or otherwise effected any return of capital with respect to such securities;

(m)

(i) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, sales taxes (including goods and services tax and harmonized sales tax), value-added taxes, surtaxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**"), including all instalments on account of Taxes for the current year, due and payable by the Corporation and the Subsidiaries, whether or not assessed by the applicable governmental authority or shown on any tax return, have been paid;

(ii) the Corporation and the Subsidiaries have duly and timely withheld and remitted to the appropriate governmental authority all amounts required to be withheld and remitted by them in respect of Taxes;

(iii) all tax returns, information statements, declarations, remittances and filings, including any schedules thereto, required to be filed by the Corporation or any of the Subsidiaries (collectively, "**Tax Returns**") have been filed with all appropriate governmental authorities and all such Tax Returns are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading;

(iv) to the knowledge of the Corporation, no examination of any Tax Return of the Corporation or any of the Subsidiaries is currently in progress and there are no actions, suits, proceedings, audits, investigations, enquiries, reassessments or claims pending against the Corporation or any Subsidiary in respect of any Taxes, nor has any such event been asserted or threatened against the Corporation or any Subsidiary;

(v) all transactions between the Corporation or any Subsidiary and any non-resident of Canada (for purposes of the *Income Tax Act* (Canada)) with whom the Corporation or Subsidiary, as the case may be, was not dealing at arm’s length (within the meaning of the *Income Tax Act* (Canada) or applicable foreign Tax law) were priced in accordance with the provisions of sections 69 and 247 of the *Income Tax Act* (Canada) and any corresponding provisions of applicable provincial, local or foreign Tax law. For all such transactions, the Corporation or Subsidiary, as applicable, has made or obtained records or documents that meet the requirements of paragraphs 247(4)(a) to (c) of the *Income Tax Act* (Canada) and any corresponding provisions of applicable provincial, local or foreign Tax law;

(vi) The Corporation and ProntoForms Inc. are duly registered under subdivision (d) of Division V of Part IX of the *Excise Tax Act* (Canada) with respect to the goods and services tax and harmonized sales tax;

(n) the auditors of the Corporation who audited the Audited Financial Statements and who provided their audit report thereon are independent public accountants as required under Applicable Securities Laws and have not been replaced as the Corporation's independent public accountants;

(o) there has never been a reportable disagreement (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present or former auditors of the Corporation;

(p) the Corporation and each of the Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences;

(q) the audit committee of the Corporation is comprised and operates in accordance with the requirements of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators, each of whom is "independent" within the meaning of such instrument;

(r) all accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments of the Corporation and its subsidiaries have been recorded in accordance with IFRS and are reflected on the books and records of the Corporation;

(s) as at the Closing Date, except for the Warrants, Compensation Options and as set forth in Schedule "B" to this Agreement, no holder of outstanding securities of the Corporation will be entitled to any pre-emptive or any similar rights to subscribe for any of the Common Shares or other securities of the Corporation and no rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any shares in the capital of the Corporation are outstanding;

(t) no legal or governmental proceedings are pending to which the Corporation or a Subsidiary is a party or to which its property is subject that would result individually or in the aggregate in an adverse material change in the operation, business or condition of the Corporation or a Subsidiary and, to the knowledge of the Corporation no such proceedings have been threatened against or are contemplated with respect to the Corporation, a Subsidiary or the properties of the Corporation and its Subsidiaries;

(u) the Corporation and each Subsidiary has conducted and is conducting its business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it carries on business (including, without limitation, all applicable federal, provincial, municipal and local environmental anti-pollution and licensing laws, regulations and other lawful requirements of any governmental or regulatory body, including, but not limited to relevant exploration and exploitation permits and concessions), holds all permits, licenses and other approvals required under all such laws and is in compliance in all material respects with all terms of such licenses, permits and other approvals, and has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which would have a material adverse effect on the Corporation;

(v) the Corporation is a reporting issuer under the Applicable Securities Laws in each of British Columbia, Alberta and Ontario; the Corporation is not in default in any material respect of any requirement of the Applicable Securities Laws nor is included in a list of defaulting reporting issuers maintained by the Securities Commissions;

(w) the execution and delivery of each of this Agreement, the Warrant Certificates and the Compensation Option Certificates and the compliance with all provisions contemplated thereunder, the offering and sale of the Units and the issuance of the Common Shares and Warrants forming part of the Units and Compensation Options does not and will not:

    (i) require the consent, approval, authorization, registration or qualification of or with any governmental authority, stock exchange, securities regulatory authority or other third party, except: (i) such as have been obtained (including as set forth in the Conditional Listing Letter); or (ii) such as will be obtained prior to the Closing Date;

(ii) result in a breach of or default under, nor create a state of facts which, after notice or lapse of time or both, would result in a breach of or default under, nor conflict with:

(1) any of the terms, conditions or provisions of the constating documents or resolutions of the shareholders, directors or any committee of directors of the Corporation;

(2) any statute, rule, regulation or law applicable to the Corporation, including, without limitation, the Applicable Securities Laws, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Corporation; or

(3) any Material Agreement; and

(iii) give rise to any lien, charge or claim in or with respect to the properties or assets now owned or hereafter acquired by the Corporation or the acceleration of or the maturity of any debt under any indenture, mortgage, lease, agreement or instrument binding or affecting the Corporation or any of its properties;

(x) upon the execution and delivery thereof, each of this Agreement, the Subscription Agreements, the Warrant Certificates and the Compensation Option Certificates shall constitute a valid and binding obligation of the Corporation and each shall be enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;

(y) at the Closing Time, all necessary corporate action will have been taken by the Corporation to: (a) validly issue the Common Shares forming part of the Units as fully paid and non-assessable securities in the capital of the Corporation; (b) validly create, authorize and issue the Warrants and the Compensation Options; and (c) allot, reserve and authorize the issuance of the Warrant Shares and Compensation Shares, as fully paid and non-assessable securities in the capital of the Corporation upon the due exercise of the Warrants and the Compensation Options, as the case may be;

(z) the authorized share capital of the Corporation consists of an unlimited number of Common Shares of which 79,621,334 Common Shares are outstanding as fully paid and non-assessable shares in the capital of the Corporation as of the date hereof;

(aa) none of the documents filed by or on behalf of the Corporation with applicable securities regulatory authorities contained a misrepresentation as at the time the relevant document was filed that has not since been corrected;

(bb) all information which has been prepared by the Corporation relating to the Corporation and its business, property and liabilities and either publicly disclosed or provided to the Underwriters, including the Disclosure Documents and all financial, marketing, sales and operational information provided to the Underwriters are, as of the date of such information, true and correct in all material respects, and no fact or facts have been omitted therefrom which would make such information materially misleading;

(cc) neither the Corporation nor the Subsidiaries own any real property and none has entered into any agreement to acquire any real property;

(dd) neither the Corporation nor the Subsidiaries is in default of or in breach of any material term or provision of any real property lease, and neither the Corporation nor the Subsidiaries has received any notice or other communication from the owner or manager of any real property leased by the Corporation or the Subsidiaries that the Corporation or the Subsidiaries is not in compliance with any material term or condition of any such real property lease, and no such notice or other communication is pending or, to the knowledge of the Corporation, has been threatened;

(ee) the Corporation has, and to the knowledge of the Corporation, the directors and officers of the Corporation have, answered every question or inquiry of the Underwriters and their counsel in connection with the Underwriters' due diligence investigations fully and truthfully;

(ff) the Corporation intends to use the proceeds of the Offering for working capital and for general corporate purposes;

(gg) all disclosure filings required to be made by the Corporation pursuant to the Applicable Securities Laws have been made and such disclosure and filings were true and accurate as at the respective dates thereof and the Corporation has not filed any confidential material change reports;

(hh) the Corporation is not aware of any legislation, or proposed legislation (published by a legislative body), which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of the Corporation or its Subsidiaries;

(ii) the Corporation and each Subsidiary is in compliance with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where such non-compliance would not constitute an adverse material fact of the Corporation or a Subsidiary or result in an adverse material change to the Corporation or a Subsidiary;

(jj) there has not been and there is not currently any labour disruption or conflict which is adversely affecting or could adversely affect, in a material manner, the carrying on of the business of the Corporation or any Subsidiary;

(kk) except for the CEO Loans, the Corporation does not have any loans or other indebtedness outstanding which have been made to any of its respective shareholders, officers, directors or employees, past or present, or any person not dealing at arm's length with it;

(ll) the Corporation and its Subsidiaries have not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any person, firm or corporation whatsoever;

(mm) except for the Corporation's stock option plan and group benefit plans for the employees of the Corporation and ProntoForms Inc., there are no pensions, profit sharing, group insurance or similar plans or other deferred compensation plans of any kind whatsoever affecting the Corporation and its Subsidiaries;

(nn) except for the BDC Loan, there are no material liabilities of the Corporation and its Subsidiaries, whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Disclosure Documents except those incurred in the ordinary course of their respective businesses since September 1, 2015;

(oo) except as disclosed in the Disclosure Documents, none of the directors, officers or employees of the Corporation, any known holder of more than 10% of any class of shares of the Corporation, or any known associate of any of the foregoing persons or companies (as such terms are defined in the OSA), has had any material interest, direct or indirect, in any material transaction within the previous two years, or any proposed material transaction which, as the case may be, materially affected, is material to or will materially affect the Corporation or its business;

(pp) the Corporation maintains insurance covering the properties, operations, personnel and businesses of the Corporation and its Subsidiaries as the Corporation reasonably deems adequate; such insurance insures against such losses and risks to an extent which is adequate in accordance with customary industry practice to protect the Corporation, its Subsidiaries and the business of the Corporation and its Subsidiaries; all such insurance is fully in force on the date hereof and will be fully in force on the Closing Date; the Corporation has no reason to believe that it will not be able to renew any such insurance as and when such insurance expires;

(qq) the Corporation and each Subsidiary is in compliance with all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign (the "**Environmental Laws**") relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance (the "**Hazardous Substances**"), except where such non-compliance would not have a material adverse effect on the Corporation;

(rr) the Corporation and each Subsidiary has obtained all material licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the "**Environmental Permits**") necessary as at the date hereof for the operation of the businesses carried on or proposed to be commenced by the Corporation and each Subsidiary and the absence of which would have a material adverse effect on the Corporation, and each Environmental Permit is valid, subsisting and in good standing and neither the Corporation nor any Subsidiary is in material default or breach of any Environmental Permit and, to the knowledge of the Corporation, no proceeding is pending or threatened to revoke or limit any Environmental Permit;

(ss) neither the Corporation nor any Subsidiary has used, except in compliance with all Environmental Laws and Environmental Permits, any property or facility which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance;

(tt) neither the Corporation nor any Subsidiary (including, if applicable, any predecessor companies) has received any notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental Law, and neither the Corporation nor any Subsidiary (including, if applicable, any predecessor companies) has not settled any allegation of non-compliance short of prosecution. To the knowledge of the Corporation, there are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation or its Subsidiaries, nor has the Corporation or any Subsidiary received notice of any of the same;

(uu) neither the Corporation nor any Subsidiary has received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental Laws. Neither the Corporation nor any Subsidiary has received any request for information in connection with any federal, state, municipal or local inquiries as to disposal sites;

(vv) there are no off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Corporation or the Subsidiaries with unconsolidated entities or other persons that may have a material current or future effect on the financial condition, changes in financial condition, results of operations, earnings, cash flow, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses of the Corporation or that would reasonably be expected to be material to an investor in making a decision to purchase the Units;

(ww) there are no environmental audits, evaluations, assessments, studies or tests relating to the Corporation or its Subsidiaries except for ongoing assessments conducted by or on behalf of the Corporation in the ordinary course;

(xx) neither the Corporation nor any of its Subsidiaries nor, to the knowledge of the Corporation, any director, officer, agent, employee or other person affiliated with or acting on behalf of the Corporation or any of its Subsidiaries has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the *Corruption of Foreign Officials Act* (Canada); or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment;

(yy) the Corporation and each of the Subsidiaries is the absolute owner and has the sole and exclusive right to use, or is the licensee, sub-licensee or franchisee, as the case may be, of all trademarks, trademark registrations, trademark applications, trade or brand names, domain names, service marks, service mark registrations, service mark applications, copyrights, copyright registrations, copyright registration applications, patents, patent applications, technology, software, source code, object code, industrial design, industrial design registrations, industrial design applications, inventions, research data, blue prints, drawings, designs, formulae, processes, trade secrets, proprietary rights, know-how, intellectual property or other intangible properties or assets (collectively "**Intellectual Property**") necessary to the business of the Corporation and its Subsidiaries as presently conducted; no event has occurred during the registration or filing of, or during any other proceeding relating to, such Intellectual Property that would make invalid or unenforceable, or negate the right to use any Intellectual Property of the Corporation or the Subsidiaries; and neither the Corporation nor its Subsidiaries are obligated or under any liability whatsoever to make any payments by way of royalties, fees or otherwise to any owner or license of, or other claimant to, any Intellectual Property with respect to the use thereof or in connection with the conduct of their respective businesses as now conducted;

(zz) the conduct of the business of the Corporation and the Subsidiaries and the use of their respective Intellectual Property does not infringe, and none of the Corporation or the Subsidiaries has received any notice, complaint, threat or claim alleging infringement of, any Intellectual Property of any other person, the infringement of which or the determination of any alleged infringement against the Corporation or any Subsidiary would reasonably be expected to have a material adverse effect on the Corporation;

(aaa) each of the current and former employees of the Corporation and each Subsidiary, including for greater certainty each of the officers of the Corporation and each Subsidiary, has entered into a proprietary rights agreement with their respective employer, being the Corporation or a Subsidiary, (i) assigning to such employer any Intellectual Property rights in any developments, works, inventions or improvements produced or designed by such person during the term of and in the course of employment with the Corporation or a Subsidiary, as the case may be; and (ii) which contains customary confidentiality and non-disclosure covenants;

(bbb) with respect to each premises which is material to the Corporation and which the Corporation occupies as tenant (the "**Leased Premises**"), the Corporation occupies the Leased Premises and has the right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation occupies the Leased Premises is in good standing and in full force and effect;

(ccc) TMX Equity Transfer Services Inc., at its principal office in the City of Toronto, is the duly appointed registrar and transfer agent of the Corporation with respect to the Common Shares; and

(ddd) except with respect to such matters that have been disclosed to counsel to the Underwriters: (a) the minute books and corporate records of the Corporation and each Subsidiary for the periods from January 1, 2013 to the date of examination thereof are the minute books and records of the Corporation and each Subsidiary and contain copies of all material proceedings (or certified copies thereof) of the shareholders, the board of directors and all committees of the board of directors of the Corporation and each Subsidiary; and (b) there have been no other meetings, resolutions or proceedings of the shareholders, board of directors or any committee of the board of directors of the Corporation and each Subsidiary to the date of review of such corporate records and minute books not reflected in such minute books and other corporate records that have not been made available to counsel to the Underwriters, in connection with due diligence investigations of the Corporation and each Subsidiary.

8. <u>**Covenants of the Corporation**</u>

In addition to any representation, warranty or covenant of the Corporation set forth in this Agreement, the Corporation hereby covenants to and with the Underwriters (on their own behalf and on behalf of the Purchasers) that:

(a) <u>Reporting Issuer Status</u>: the Corporation will use its commercially reasonable best efforts to maintain its status as a reporting issuer not in default in each of the Canadian Offering

Jurisdictions in which it is a reporting issuer or the equivalent for a period of twenty-four months from the Closing Date, provided that for greater certainty the foregoing shall not prevent the Corporation from pursuing or participating in any transaction involving a change of control that would result in the Corporation ceasing to be a reporting issuer;

(b) Exchange Listing: the Corporation will use its commercially reasonable best efforts to maintain the listing of the Common Shares on the Exchange or on the TSX, to the date which is twenty-four months following the Closing Date, provided that for greater certainty the foregoing shall not prevent the Corporation from pursuing or participating in any transaction involving a change of control that would result in the Corporation ceasing to maintain the listing of the Common Shares on the Exchange or the TSX;

(c) Conditional Approval: the Corporation will ensure that the Common Shares forming part of the Units, the Warrant Shares and the Compensation Shares will be conditionally approved for listing on the Exchange upon their issue; and

(d) Brokerage of Agency Fee: in the event any person acting or purporting to act for the Corporation establishes a claim from the Underwriters for any brokerage or agency fee in connection with the transactions contemplated herein, the Corporation shall indemnify and hold harmless the Underwriters with respect thereto and with respect to all costs reasonably incurred in the defence thereof unless such claim is made by a selling agent appointed by the Underwriters pursuant to subsection 3(b).

9. **Conditions to Closing**

The obligation of the Underwriters to purchase the Units on the Closing Date shall be subject to the following conditions, which conditions the Corporation covenants to exercise its best efforts to have fulfilled on or prior to the Closing Time and which conditions may be waived in writing in whole or in part by the Underwriters:

(a) the representations and warranties of the Corporation contained in this Agreement shall be true and correct in all material respects (or, if qualified by materiality or material adverse effect, in all respects) as at the Closing Time, with the same force and effect as if made on and as at the Closing Time, after giving effect to the transactions contemplated by this Agreement;

(b) the Corporation will have made and/or obtained the necessary filings, approvals, consents and acceptances of the appropriate regulatory authorities required to be made or obtained by the Corporation in connection with the sale of the Units to the Purchasers prior to the Closing Time as herein contemplated, it being understood that the Underwriters shall do all that is reasonably required to assist the Corporation to fulfil this condition, subject to certain specified conditions and exceptions contained in the Conditional Listing Letter and the Corporation filing with the Securities Commissions, within 10 days from the date of the sale of the Units, a Form 45-106F1 and, if applicable, Form 45-106F6 prepared and executed in accordance with Applicable Securities Laws and accompanied by the prescribed fees and fee checklist form, if any;

(c) the Corporation's board of directors shall have authorized and approved the execution and delivery of this Agreement, the acceptance of the Subscription Agreements, if any, the allotment, issuance and delivery of the Common Shares forming part of the Units, the creation and issuance of the Warrants and the Compensation Options and, upon the due exercise of the Warrants and Compensation Options, the allotment, issuance and delivery of the Warrant Shares and Compensation Shares, as the case may be, and all matters relating thereto;

(d) there shall have been no adverse material change in the business, affairs, operations, assets, liabilities or capital of the Corporation since the date of the Letter Agreement;

(e) no order, ruling or determination having the effect of suspending the sale or ceasing, suspending or restricting the trading of Units or securities underlying the Units in any of the Offering Jurisdictions has been issued or made by any stock exchange, securities commission or regulatory authority and is continuing in effect and no proceedings, investigations or enquiries for that purpose have been instituted or are pending;

(f) the Corporation shall have accepted one or more subscriptions for Units from the Purchasers;

(g) the Underwriters shall have received an opinion, dated the Closing Date, of the Corporation's counsel, LaBarge Weinstein LLP, and local counsel in any other Canadian Offering Jurisdiction where the Units are sold (it being understood that such counsel may rely to the extent appropriate in the circumstance (i) as to matters of fact, on certificates of the Corporation executed on its behalf by a senior officer of the Corporation and on certificates of the Transfer Agent, as to the issued capital of the Corporation; and (ii) as to matters of fact not independently established, on certificates of the Corporation's auditors or a public official) with respect to the following matters:

  (i) as to the incorporation and subsistence of the Corporation under the laws of the province of Ontario and as to the corporate power of the Corporation to carry out its obligations under this Agreement and to issue the Common Shares forming part of the Units, the Warrants, the Compensation Options, the Warrant Shares and the Compensation Shares;

  (ii) as to the authorized and issued capital of the Corporation;

  (iii) that the Corporation has all requisite corporate power and authority under the laws of its jurisdiction of incorporation to carry on its business as presently carried on and to own or lease its properties and assets;

  (iv) that none of the execution and delivery of this Agreement, the Subscription Agreements, the Warrant Certificates, the Compensation Option Certificates, the performance by the Corporation of its obligations hereunder and thereunder, or the sale or issuance of the Common Shares forming part of the Units, the Warrants, the Compensation Options, the Warrant Shares and the Compensation Shares will conflict with or result in any breach of: (A) the constating documents, by-laws or the resolutions of the board of directors or the shareholders of the Corporation; (B) the *Business Corporations Act* (Ontario); or (C) Applicable Securities Laws in the Canadian Offering Jurisdictions;

  (v) that the Corporation has taken all necessary corporate action to authorize the execution and delivery of each of this Agreement, the Subscription Agreements, the Warrant Certificates and the Compensation Option Certificates, and that this Agreement, the Subscription Agreements, the Warrant Certificates and the Compensation Option Certificates constitute a valid and legally binding obligation of the Corporation enforceable against it in accordance with its terms;

(vi) that the Common Shares forming part of the Units have been validly issued as fully paid and non-assessable securities in the capital of the Corporation;

(vii) that the Warrants and the Compensation Options have been duly and validly created and issued;

(viii) that the Warrant Shares have been authorized and allotted for issuance to the Purchasers and, upon the due exercise of the Warrants in accordance with the provisions of the Warrant Certificates, will be validly issued as fully paid and non-assessable securities in the capital of the Corporation;

(ix) that the Compensation Shares have been authorized and allotted for issuance to the Underwriters and, upon the due exercise of the Compensation Options in accordance with the provisions of the Compensation Option Certificates, will be validly issued as fully paid and non-assessable securities in the capital of the Corporation;

(x) that the issuance and sale by the Corporation of the Common Shares forming part of the Units and the Warrants to the Purchasers and the issuance by the Corporation of the Compensation Options to the Underwriters are exempt from the prospectus and registration requirements of the Applicable Securities Laws of the Offering Jurisdictions and no documents are required to be filed (other than specified forms accompanied by requisite filing fees), proceedings taken or approvals, permits, consents or authorizations obtained under the Applicable Securities Laws of the Offering Jurisdictions to permit such issuance and sale;

(xi) that the issuance of the Warrant Shares and Compensation Shares upon the due exercise of the Warrants and Compensation Options, as the case may be, are exempt from the prospectus and registration requirements of Applicable Securities Laws;

(xii) that no other documents will be required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under the Applicable Securities Laws of the Offering Jurisdictions in connection with the first trade of the Common Shares forming part of the Units and Warrants provided that the conditions of Section 2.5(2) of National Instrument 45-102 – *Resale of Securities* are satisfied;

(xiii) that no other documents will be required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under the Applicable Securities Laws of the Offering Jurisdictions in connection with the first trade of the Warrant Shares and Compensation Shares provided the conditions of Section 2.5(2) of National Instrument 45-102 – *Resale of Securities* are satisfied; and

(xiv) as to such other matters as the Underwriters' legal counsel may reasonably request prior to the Closing Time;

(h) the Underwriters shall have received favourable legal opinions by LaBarge Weinstein LLP, in form and substance satisfactory to the Underwriters, acting reasonably, dated the Closing Date and with respect to the following matters:

(i) the incorporation and existence of ProntoForms Inc. under the laws of its jurisdiction of incorporation;

(ii) as to the registered ownership of the issued and outstanding shares of ProntoForms Inc; and

(iii) that ProntoForms Inc. has all requisite corporate power under the laws of its jurisdiction of incorporation to carry on its business as presently carried on and own its properties;

(i) the Underwriters shall have received an incumbency certificate dated the Closing Date including specimen signatures of the Chief Executive Officer, the Chief Financial Officer and any other officer of the Corporation signing this Agreement or any document delivered hereunder;

(j) the Underwriters shall have received a certificate dated the Closing Date of the Chief Executive Officer and the Chief Financial Officer of the Corporation (or such other officer or officers of the Corporation acceptable to the Underwriters, acting reasonably), addressed to the Purchasers, the Underwriters and their counsel to the effect that, to their knowledge, information and belief, after due enquiry and without personal liability:

(i) the representations and warranties of the Corporation contained herein are true and correct in all material respects (or, if qualified by materiality or material adverse effect, in all respects) as of the Closing Time after giving effect to the transactions contemplated by this Agreement;

(ii) no order, ruling or determination having the effect of ceasing or suspending trading in the Common Shares or any other securities of the Corporation has been issued and no proceedings for such purposes are pending or, to the knowledge of the persons signing such certificate, contemplated or threatened; and

(iii) the Corporation has complied in all material respects with all terms and conditions of this Agreement to be complied with by the Corporation (unless waived by the Underwriters), including without limitation the Corporation's obligations under Section 5 of this Agreement to provide timely and reasonable access to information and persons to permit the Underwriters to conduct a full due diligence investigation of the Corporation, at or prior to the Closing;

(k) the Corporation shall not have received any notice from the Exchange that the Common Shares, Warrant Shares and the Compensation Shares shall not be accepted for listing on the Exchange;

(l) the Underwriters shall have received a certificate of status in respect of the Corporation;

(m) that final acceptance of the Offering by the Exchange is subject only to the official notices of issuance and fulfilment of such other customary conditions of the Exchange as set out in the Conditional Listing Letter and any amendments thereto;

(n) the Corporation shall have received executed lock-up agreements from each of the Corporation's directors and officers as contemplated by Section 10;

(o) the Underwriters shall have received a certificate from the Transfer Agent as to the number of common shares issued and outstanding as at a date no more than two Business Days prior to the Closing Date; and

(p) the Underwriters shall have received confirmation from the Corporation that the Corporation is not on the defaulting issuers list (or equivalent) maintained by the Securities Commissions in the Offering Jurisdictions in which the Corporation is a reporting issuer.

It is understood that the Underwriters may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to their rights in respect of any other of the foregoing terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Underwriters any such waiver or extension must be in writing and signed by each of them.

The Corporation agrees that the aforesaid legal opinions and certificate to be delivered at the Closing Time will also be addressed to the Purchasers, the Underwriters and their counsel and the Underwriters may deliver copies thereof to such persons.

10. Restrictions on Further Issue or Sales

Without the prior written consent of Beacon, on behalf of the Underwriters, such consent not to be unreasonably withheld or delayed, the Corporation agrees that it will not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional Common Shares or any securities convertible into or exchangeable for Common Shares, other than issuances (i) pursuant to the exercise of the Underwriters' Option, (ii) pursuant to the Concurrent Private Placement; (iii) under existing director or employee stock options, bonus or purchase plans or similar share-based compensation arrangements as detailed in the Corporation's most recently-filed management's discussion and analysis; (iv) under director or employee stock options or bonuses granted subsequently in accordance with regulatory approval; (v) upon the exercise of convertible securities, warrants or options outstanding prior to the Closing Date; or (vi) pursuant to previously scheduled property payments and/or other *bona fide* corporate acquisitions, until the date that is 180 days following the Closing Date; and

Each of the Corporation's directors and officers listed in Schedule "C" will enter into agreements on terms and conditions satisfactory to the Underwriters, acting reasonably, in which such officers and directors will covenant and agree that they will not, for a period commencing on the Closing Date and ending 180 days following the Closing Date, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, any Common Shares or other securities convertible or exchangeable into Common Shares, unless they first obtain the prior written consent of Beacon, on behalf of the Underwriters, which consent will not be unreasonably withheld or delayed.

11. Fiduciary

The Corporation hereby acknowledges that the Underwriters are acting solely as underwriters in connection with the purchase and sale of the Units. The Corporation further acknowledges that the Underwriters are acting pursuant to a contractual relationship created solely by the Letter Agreement and this Agreement entered into on an arm's length basis, and in no event do the parties intend that the Underwriters act or be responsible as a fiduciary to the Corporation, its management, shareholders or creditors or any other person in connection with any activity that the Underwriters may undertake or have undertaken in furtherance of such purchase and sale of the Corporation's securities, either before or after the date hereof. The Underwriters hereby expressly disclaim any fiduciary or similar obligations to the Corporation, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Corporation hereby confirms its understanding and agreement to that effect. The Corporation and the Underwriters agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Underwriters to the Corporation regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Corporation's securities, do not constitute advice or recommendations to the Corporation. The Corporation and the Underwriters agree that the Underwriters are acting as principal and not the agent or fiduciary of the Corporation and no Underwriter has assumed, and no Underwriter will assume, any advisory responsibility in favour of the Corporation with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether any Underwriter has advised or is currently advising the Corporation on other matters).

12. **Conflict**

The Corporation acknowledges that the Underwriters and their affiliates carry on a range of businesses, including providing stockbroking, investment advisory, research, investment management and custodial services to clients and trading in financial products as agent or principal. It is possible that the Underwriters and other entities in their respective groups that carry on those businesses may hold long or short positions in securities of companies or other entities, which are or may be involved in the transactions contemplated in this Agreement and effect transactions in those securities for their own account or for the account of their respective clients. The Corporation agrees that these divisions and entities may hold such positions and effect such transactions without regard to the Corporation's interests under this Agreement.

13. **Termination of Obligations**

If at any time before the Closing Time:

(a) Material Change: there shall have occurred any material change (actual, intended, anticipated or threatened) or change in a material fact or the Underwriters shall have discovered any previously undisclosed adverse fact (determined by the Underwriters in their sole discretion) in relation to the Corporation, which, in the reasonable opinion of the Underwriters, prevents or restricts trading in or the distribution of the Units or securities comprising the Units or materially adversely affects or would reasonably be expected to materially adversely affect the market price or value of the Units or securities comprising the Units;

(b) Regulatory Out: any order, inquiry, suit, investigation or other proceeding (whether formal or informal) is commenced, announcement or threatened or made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality (including without limitation the Exchange or any securities regulatory authority) against the Corporation, its material Subsidiaries or any of its officers, directors or principal shareholders of the Corporation or any law or regulation is enacted or changed which, in the sole opinion of the Underwriters (or any one of them), acting reasonably, operates or threatens to prevent, cease or restrict the issuance or trading of the securities of the Corporation by the Corporation, its officers, directors or principal shareholders or materially and adversely affects or will materially and adversely affect the market price or value of the securities of the Corporation;

(c) Disaster Out: if there should develop, occur or come into effect or existence any event, action, state, accident, condition, terrorist event or major financial occurrence of national or international consequence or any law or regulation which, in the reasonable opinion of the Underwriters (or any one of them), seriously adversely affects or involves, or will, or could reasonably be expected to, seriously adversely affect or involve, the financial markets or the business, operations or affairs of the Corporation and its Subsidiaries, on a consolidated basis; or

(d) Breach of Agreement: the Underwriters, acting reasonably, determine that the Corporation is in material breach of, material default under or material non-compliance with any representation, warranty, term or condition of this Agreement or the Subscription Agreements;

the obligations of any Underwriter contained in this Agreement may be terminated by such Underwriter in its sole discretion.

Any termination pursuant to the foregoing provisions shall be effected by notice in writing delivered by the Underwriters to the Corporation at its address as herein set out. Notwithstanding the giving of any notice of termination hereunder, the expenses agreed to be paid by the Corporation shall be paid by the Corporation as herein provided and the obligations of the Corporation under Sections 15 and 16 shall survive.

In the event of a termination pursuant to and in accordance with the provisions hereof and notice having been given, as aforesaid, there will be no further liability on the part of the Underwriters under this Agreement. The rights of the Underwriters to terminate its obligations hereunder are in addition to, and without prejudice to, any other remedies they may have.

14. **Closing**

Closing will be completed at the offices of counsel to the Corporation or such other place or places as may be agreed upon by the Corporation and the Underwriters, at the Closing Time, provided that if the Corporation has not been able to comply with any of the conditions to Closing set forth under "Conditions to Closing" prior to the Closing Time, the Closing Date may be extended by mutual agreement of the Corporation and the Underwriters, failing which, the respective obligations of the parties will terminate without further liability or obligation except as set out under Sections 15 and 16.

At or prior to the Closing Time, the Corporation shall:

(a) direct and cause the Transfer Agent to issue and register the Common Shares underlying the Units, in the name of each Purchaser or in such other name or names as the Underwriters may direct, as book-based securities in accordance with the "non-certificated inventory" rules and procedures of CDS;

(b) deliver to the Underwriters Warrant Certificates, duly registered in the name of each Purchaser or in such other name or names as the Underwriters may direct;

(c) deliver to the Underwriters Compensation Option Certificates, duly registered as the Underwriters may direct;

(d) deliver to the Underwriters the requisite legal opinions and certificates as contemplated in Section 9;

(e) deliver to the Underwriters such further documentation as may be contemplated herein,

against payment by the Underwriters to the Corporation in lawful money of Canada by certified cheque, bank draft or wire transfer of an amount equal to the Gross Proceeds net of an amount equal to the aggregate of: (i) the Underwriting Fee; and (ii) the Underwriters' reasonable costs and expenses and expenses payable by the Corporation on the Closing Date pursuant to Section 15.

15. **Expenses**

The Corporation will pay all reasonable expenses and fees in connection with the Offering, including without limitation: (i) all expenses of or incidental to the creation, issue, sale or distribution of the Units; (ii) the fees and expenses of the Corporation's legal counsel; (iii) all costs incurred in connection with the preparation of documentation relating to the Offering; (iv) the reasonable fees and expenses of the Underwriters' legal counsel, subject to a maximum of $30,000 (exclusive of applicable taxes and disbursements); and (v) all reasonable out-of-pocket expenses of the Underwriters incurred in entering into and performing this Agreement. Such reimbursable expenses shall be payable to the Underwriter on presentation of an invoice therefor and may be deducted by the Underwriters from the Gross Proceeds at the Closing Time.

16. **Indemnity**

The Corporation covenants and agrees to indemnify and hold the Underwriters and the directors, officers, employees, partners, Underwriters, advisors and shareholders of each of the Underwriters (collectively, the "**Personnel**") harmless from and against any and all expenses, losses (other than loss of profits), claims, actions, damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), and the reasonable fees and expenses of its counsel that may be incurred in advising with respect to and/or defending any claim that may be made against the Underwriters, to which the Underwriters and/or each of their Personnel may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered by the Underwriters and each of their Personnel hereunder or otherwise in connection with the matters referred to in this Agreement, provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

(a) the Underwriters and any of their Personnel have been grossly negligent or dishonest or have committed any fraudulent act or wilful misconduct in the course of such performance; and

(b) the expenses. losses, claims. damages or liabilities, as to which indemnification is claimed, were directly caused by the circumstances referred to in (a).

If for any reason (other than the occurrence of any of the events itemized in (a) and (b) above), the foregoing indemnification is unavailable to the Underwriters or insufficient to hold them harmless, then the Corporation shall contribute to the amount paid or payable by the Underwriters as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Underwriters on the other hand but also the relative fault of the Corporation and the Underwriters, as well as any relevant equitable considerations: provided that the Corporation shall, in any event, other than the occurrence of any of the events itemized in (a) and (b) above, contribute to the amount paid or payable by the Underwriters as a result of such expense, loss, claim, damage or liability (each a "**Claim**" and, collectively, the "**Claims**"), any excess of such amount over the amount of the fees received by the Underwriters under this Agreement.

The Corporation agrees that in case any legal proceeding shall be brought against the Corporation and/or the Underwriters by any person or any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate the Corporation and/or the Underwriters and any Personnel of any of the Underwriters shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Corporation by the Underwriters, the Underwriters shall have the right to employ their own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Underwriters for time spent by their Personnel in connection therewith) and out-of-pocket expenses incurred by their Personnel in connection therewith shall be paid by the Corporation as they occur provided that (i) the employment of such counsel has been authorised in writing by the Corporation; (ii) the Corporation has not assumed the defence of the action within a reasonable period of time after receiving notice of the Claim; (iii) the named parties to any such Claim included the Corporation, and the Underwriters or the Personnel shall have been advised by their counsel that there may be a conflict of interest between them and the Corporation; or (iv) there are one or more defences available to the Underwriters and the Personnel which are different from or in addition to those available to the Corporation, as the case may be.

Promptly after receipt of notice of the commencement of any Claim against the Underwriters or any of their Personnel or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Corporation, the Underwriters will notify the Corporation in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Corporation, will keep the Corporation advised of the progress thereof and will discuss with the Corporation all significant actions proposed. The omission so to notify the Corporation shall not relieve the Corporation of any liability which the Corporation may have to the Underwriters and Personnel except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Corporation would otherwise have under this indemnity had the Underwriters not so delayed in giving or failed to give the notice required hereunder.

The Corporation shall be entitled (but not required) to assume the defence on behalf of the Underwriters or Personnel (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") of any such Claim; provided that the defence shall be through legal counsel selected by the Corporation and acceptable to the Underwriters, acting reasonably. Upon the Corporation notifying the Underwriters in writing of its election to assume the defence and retaining counsel, the Corporation shall not be liable to the Underwriters for any legal expenses subsequently incurred by them in connection with such defence. If such defence is assumed by the Corporation, the Corporation throughout the course thereof will provide copies of all relevant documentation to the Underwriters, will keep the Underwriters advised of the progress thereof and will discuss with the Underwriters all significant actions proposed.

Neither the Corporation nor any Indemnified Party will, without the other parties' prior written consent, such consent not to be unreasonably withheld, admit any liability, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder unless in connection with any settlement, compromise or consent by the Corporation, such settlement, compromise or consent (i) includes an unconditional release of each Indemnified Party from any liabilities arising out of such action, suit, proceeding, investigation or claim (if an Indemnified Party is a party to such action) and (ii) does not include a statement as to, or an admission of fault, culpability or a failure to act by or on behalf of an Indemnified Party.

The indemnity and contribution obligations of the Corporation shall be in addition to any liability which the Corporation may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Underwriters and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation, the Underwriters and any of the Personnel of the Underwriters. The foregoing provisions shall survive the completion of professional services rendered under this Agreement and/or the termination of this Agreement.

The Corporation hereby constitutes Beacon as trustees for the Underwriters and their respective other Indemnified Parties of the Corporation's covenants under this indemnity with respect to such persons and the Underwriters agree to accept such trust and to hold and enforce such covenants on behalf of such persons.

17. **<u>Underwriters' Obligations</u>**

The Underwriters' obligations under this Agreement shall be several and not joint, and the Underwriters' respective obligations and rights and benefits hereunder shall be as to the following percentages:

Beacon	-	66.7%
Global Maxfin Capital Inc.	-	33.3%

If an Underwriter (a "**Refusing Underwriter**") shall not complete the purchase and sale of the Units which such Underwriter has agreed to purchase hereunder for any reason whatsoever, the other Underwriter (the "**Continuing Underwriter**") shall be entitled, at its option, to purchase all but not less than all of the Units which would otherwise have been purchased by such Refusing Underwriter. If the Continuing Underwriter does not elect to purchase the balance of the Units pursuant to the foregoing:

(a) the Continuing Underwriter shall not be obliged to purchase any of the Units that any Refusing Underwriter is obligated to purchase; and

(b) the Corporation shall not be obliged to sell less than all of the Units,

the Corporation shall be entitled to terminate its obligations under this Agreement arising from its acceptance of this offer, in which event there shall be no further liability on the part of the Corporation or the Continuing Underwriters, except pursuant to the provisions of Sections 15 and 16 inclusive. Notwithstanding the foregoing, the Refusing Underwriter shall not be entitled to the benefit of the provisions of Sections 15 and 16 following such termination.

18. **<u>Notice</u>**

Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement shall be in writing addressed to the Corporation at:

ProntoForms Corporation
515 Legget Drive, Suite 920
Kanata, Ontario K2K 3G4

Attention: Alvaro Pombo, Chief Executive Officer
Facsimile: (613) 599-7851
Email: apombo@prontoforms.com

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

LaBarge Weinstein LLP
515 Legget Drive, Suite 800
Kanata, Ontario K2K 3G4

Attention: Shane McLean
Facsimile: (613) 599-0018
Email: smclean@lwlaw.com

and to the Underwriters at:

Beacon Securities Limited
66 Wellington Street West, Suite 4050
Toronto, Ontario M5K 1H1

Attention: Mario Maruzzo
Facsimile: (416) 646-3379
Email: mmaruzzo@beaconsecurities.ca

Global Maxfin Capital Inc.
350 Bay Street, Suite 800
Toronto, Ontario M5H 2S6

Attention: Dean McPherson
Facsimile: (416) 741-1445
Email: deanm@globalmci.com

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

Bennett Jones LLP
One First Canadian Place, Suite 3400
Toronto, Ontario M5X 1A4

Attention: Sander Grieve
Facsimile: (416) 863-1716
Email: grieves@bennettjones.com

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or one hour after being faxed and receipt confirmed during normal business hours, as the case may be. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address, facsimile number or email.

19. **Public Announcements**

If the Underwriters so request, the Corporation shall include a reference to the Underwriters and their role in the Offering in any press release or other public communication issued by the Corporation related to the Offering. The Corporation shall provide the Underwriters with a reasonable opportunity to review a draft of any proposed announcement and an opportunity to provide comments thereon. Provided the Offering is completed and the Underwriters are not in breach of any material provision of this Agreement, the Underwriters shall be permitted to publish, at their own expense, such advertisements or announcements relating to the services provided in respect of the Offering in such newspapers or other publications as the Underwriters consider appropriate.

20. **<u>Time of the Essence</u>**

Time shall be of the essence of this Agreement and every part hereof.

21. **<u>Further Assurances</u>**

Each of the parties hereto shall cause to be done all such acts and things or execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purposes of carrying out the provisions and intent of this Agreement.

22. **<u>Assignment</u>**

Except as contemplated herein, no party hereto may assign this Agreement or any part hereof without the prior written consent of the other parties hereto. Subject to the foregoing, this Agreement shall enure to the benefit of, and shall be binding upon, the Corporation and the Underwriters and each of their respective successors and legal representatives, and nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement, or any provisions contained in this Agreement, this Agreement and all conditions and provisions of this Agreement being intended to be and being for the sole and exclusive benefit of such persons and for the benefit of no other person except that the covenants and indemnities of the Corporation set out under the heading "Indemnity" shall also be for the benefit of the Indemnified Parties.

23. **<u>Counterpart and Electronic Transmission</u>**

This Agreement may be executed in any number of counterparts, including by facsimile or portable document format (pdf), each of which when executed shall be deemed to be an original and all of which together shall constitute one and the same document.

24. **<u>Entire Agreement</u>**

The provisions herein contained constitute the entire agreement between the parties relating to the Offering and supersede all previous communications, representations, understandings and agreements between the parties including, but not limited to, the Letter Agreement, with respect to the subject matter hereof whether verbal or written.

25. **<u>Governing Law</u>**

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

26. **<u>Currency</u>**

Unless otherwise stated, all references in this Agreement to amounts of money are expressed in lawful money of Canada, and "$" refers to Canadian dollars.

27. **<u>Survival of Warranties, Representations, Covenants and Agreements</u>**

All terms, warranties, representations, covenants and agreements herein contained or contained in any documents delivered pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the purchase and sale of the Units and will continue in full force and effect for the benefit of the Underwriters and/or the Corporation, as the case may be, regardless of any subsequent disposition of the Units or any investigation by or on behalf of the Underwriters with respect thereto for a period ending on the date that is two years following the Closing Date.

28. **Severability**

If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

29. **Language**

The parties hereto confirm their express wish that this Agreement and all documents and agreements directly or indirectly relating thereto be drawn up in the English language.

Les parties reconnaissent leur volonté express que la présente convention ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en anglais.

30. **Acceptance**

If this letter accurately reflects the terms of the transaction which we are to enter into and if such terms are agreed to by the Corporation, please communicate acceptance by executing where indicated below and returning a signed copy of this Agreement to the Underwriters.

[remainder of page intentionally left blank]

Yours very truly,

BEACON SECURITIES LIMITED

Per: (*signed "Mario Maruzzo"*)______________
Authorized Signatory

GLOBAL MAXFIN CAPITAL INC.

Per: (*signed "Dean McPherson")*____________
Authorized Signatory

The foregoing accurately reflects the terms of the transaction which we are to enter into and such terms are agreed to with effect as of the date provided at the top of the first page of this Agreement.

PRONTOFORMS CORPORATION

Per: (*signed "Alvaro Pombo")*____________
Authorized Signatory

SCHEDULE "A"
PRESIDENT'S LIST

Name	Title
Senior Management	
Alvaro Pombo	Chief Executive Officer and Director
David Croucher	Chief Financial Officer
Tim Moran	Senior Vice President Strategic Alliances
Glenn Chenier	Vice President Research and Development
Chip Salyards	Global Vice President Sales
Mark Scott	Vice President Marketing
Huberto Garza	Director of Consumer Success
Garry Sekhon	Director of Strategic Sales
Board of Directors	
Sir Terrence Matthews	Chairman
Amar Bhalla	Director
Jon Shantz	Director
Jim Davies	Director
Ed Ogonek	Director
Bruce Joyce	Director
Other Insiders	
Mercantil Colpatria S.A.	N/A

SCHEDULE "B"
OPTIONS, WARRANTS AND CONVERTIBLE SECURITIES

Security	Number of Convertible Securities Outstanding
Options	7,229,000
Warrants	0
Broker Warrants	0
Total	**7,229,000**

SCHEDULE "C"
DIRECTORS AND OFFICERS SUBJECT TO FUTURE SALE RESTRICTIONS

Name	Title
	Senior Management
Alvaro Pombo	**Chief Executive Officer and Director**
David Croucher	**Chief Financial Officer**
Tim Moran	**Senior Vice President Strategic Alliances**
Glenn Chenier	**Vice President Research and Development**
Chip Salyards	**Global Vice President Sales**
Mark Scott	**Vice President Marketing**
Huberto Garza	**Director of Consumer Success**
Garry Sekhon	**Director of Strategic Sales**
	Board of Directors
Sir Terrence Matthews	**Chairman**
Amar Bhalla	**Director**
Jon Shantz	**Director**
Jim Davies	**Director**
Ed Ogonek	**Director**
Bruce Joyce	**Director**