[Redacted Version]

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT made as at November 16, 2009,

B E T W E E N:

EM TECHNOLOGIES, INC., an international business corporation incorporated under the laws of Barbados,

(the "**Purchaser**")

- and -

OCKHAM RESEARCH, LLC, a limited liability company incorporated under the laws of the State of Georgia,

(the "**Vendor**")

- and -

xRM GLOBAL INC., a corporation incorporated under the laws of the Province of Ontario,

(the "**Parent**")

WHEREAS the Vendor is in the business of providing investment research services (the "**Business**");

AND WHEREAS the Purchaser desires to purchase certain of the assets and assume certain of the liabilities of the Business from the Vendor, and the Vendor desires to sell such assets to the Purchaser and have the Purchaser assume such liabilities of the Business, all upon the terms and subject to the conditions hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the foregoing and the representations, warranties, covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the Parties), the Parties hereby agree as follows:

Article I
DEFINITIONS

1.1 Definitions.

The following terms, as used herein, have the following meanings:

(a) "**Accounts Receivable**" means accounts receivable, bills receivable, trade accounts, book debts and insurance claims relating to the Business, whether or not accrued, whether or not billed, whether or not recorded as receivable in the Books and Records, together with any allowance for doubtful accounts in connection therewith, and any other amount due to the Vendor relating to the

Business, including any refunds and rebates receivable relating to the Business or the Purchased Assets, and the benefit of all security (including cash deposits), guarantees and other collateral held by the Vendor relating to the Business;

(b) "**Additional Agreements**" means each of the Conveyance Documents, the Escrow Agreement, the Subscription Agreement, the Assignment and Assumption Agreement and the General Conveyance;

(c) "**Affiliate**" means, with respect to any Person, at the time such determination is being made, any Person directly or indirectly controlling, controlled by, or under common control with such other Person, in each case, whether directly or indirectly, and "**control**" and any derivation of that term means the possession, directly or indirectly, of the power to direct or significantly influence the management and policies, business or affairs of a Person whether through the ownership of voting securities or otherwise. With respect to any natural person, the term Affiliate shall also include any member of said person's immediate family, any family limited partnership for said person and any trust, voting or otherwise, of which said person is a trustee or of which said person or any of said person's immediate family is a beneficiary. For avoidance of any doubt, with respect to all periods prior to the Closing, each Member shall be deemed to be an Affiliate of the Vendor.

(d) "**Agreement**", "**hereto**", "**hereof**", "**hereby**", "**hereunder**" and similar expressions refer to this asset purchase agreement and not to any particular section or other portion hereof, and include any and every instrument supplemental or ancillary hereto or in the implementation hereof;

(e) "**Annual Financial Statements**" means the unaudited financial statements of the Vendor for the fiscal year ended December 31, 2008, consisting of a balance sheet and statements of earnings and retained earnings and changes in financial position of the Vendor and all notes thereto;

(f) "**Arbitrator**" shall have the meaning attributed thereto in Section 11.1 hereof;

(g) "**Assignment and Assumption Agreement**" means the assignment and assumption in the form attached hereto as <u>Exhibit 2</u>;

(h) "**Assumed Liabilities**" shall have the meaning attributed thereto in Section 2.4 hereof;

(i) "**Authors**" shall have the meaning attributed thereto in Section 3.26(a) hereof;

(j) "**Benefit Plans**" means plans, arrangements, agreements, programs, policies, practices or undertakings, whether oral or written, formal or informal, funded or unfunded, registered or unregistered, to which the Vendor is a party or by which the Vendor is bound or in which or pursuant to which current or former employees, directors or officers of the Vendor or individuals working on contract with or providing services to the Vendor (or any spouses, dependents, survivors or beneficiaries of any such persons) participate or receive benefits, or under which the Vendor has, or shall have, any liability or contingent liability, which constitute:

(i) Pension Plans;

(ii) insurance plans providing for employment benefits relating to disability or wage or benefits continuation during periods of absence from work (including, short term disability, long term disability, workers compensation and maternity and parental leave), and any and all employment benefits relating to hospitalization, healthcare, medical or dental treatments or expenses, life insurance, accidental death and dismemberment insurance, death or survivor's benefits and supplementary employment insurance, in each case regardless of whether or not such benefits are insured or self-insured;

(iii) compensation plans, meaning all employment benefits relating to bonuses, incentive pay or compensation, performance compensation, deferred compensation, profit sharing or deferred profit sharing, share purchase, share option, stock appreciation, phantom stock, vacation or vacation pay, sick pay, severance or termination pay, employee loans or separation from service benefits, or any other type of arrangement providing for compensation or benefits additional to base pay or salary; or

(iv) to the extent not included above, any "employee welfare benefit plan" as defined in Section 3(1) of ERISA;

(k) "**Books and Records**" means all books and records of the Vendor or any of its Affiliates relating to the Business or the Purchased Assets, including financial, corporate, operations and sales books, records, books of account, sales and purchase records, lists of suppliers and customers, formulae, business reports, plans and projections and all other documents, surveys, plans, files, records, assessments, correspondence, and other data and information, financial or otherwise including all data and information stored on computer-related or other electronic media, but shall not include any records of communications with the Vendor's legal counsel relating to the transactions hereunder or other privileged communications relating to the transactions hereunder;

(l) "**Business**" shall have the meaning attributed thereto in the first recital hereof;

(m) "**Business Day**" means any day other than a Saturday, Sunday or a legal holiday on which commercial banking institutions in Bridgetown, Barbados or Atlanta, Georgia are not open for business;

(n) "**Bridge Loan**" means the advances made to the Vendor by the Purchaser under the Bridge Loan Agreement in the aggregate principal amount of $275,246.04;

(o) "**Bridge Loan Agreement**" means the bridge loan agreement and promissory note made on June 29th, 2009 between the Vendor and Purchaser;

(p) "**Charter Documents**" shall have the meaning attributed thereto in Section 3.3 hereof;

(q) "**Closing**" means the completion of the sale to and the purchase by the Purchaser of the Purchased Assets and the assumption by the Purchaser of the Assumed Liabilities pursuant to this Agreement;

(r) “**Closing Date**” means a date within 10 days following receipt of Exchange Approval or such other date as the Parties may agree in writing as the date upon which the Closing shall take place;

(s) “**Code**” means the *Internal Revenue Code of 1986*, as amended from time to time;

(t) “**Contracts**” means contracts, licences, leases, agreements, commitments, purchase orders, entitlements or engagements to which the Vendor is a party or by which the Vendor is bound or under which the Vendor has, or shall have, any liability or contingent liability relating to the Business or the Purchased Assets, whether written or oral, including any warranty, guarantee or commitment (express or implied);

(u) “**Conveyance Documents**” shall have the meaning attributed thereto in Section 9.2(c) hereof;

(v) “**Dissolution**” shall have the meaning attributed thereto in Section 5.4 hereof;

(w) “**Documentation**” means the functional design specifications and associated set of user manuals relating to the Software;

(x) “**Employees**” means those individuals employed or retained by the Vendor, on a full-time, part-time or temporary basis, relating to the Business, including those employees of the Business on disability leave, parental leave or other absence;

(y) “**Employment Agreements**” shall have the meaning attributed thereto in Section 3.39 hereof;

(z) “**Employment Laws**” means all Laws relating to employees including employment standards, occupational health and safety laws, workers’ compensation, human rights, labour relations, pay equity and employment equity, employment practices, terms and conditions of employment, equal employment opportunity, non-discrimination, immigration, wages, hours, benefits, collective bargaining, and the payment of social security and similar Taxes;

(aa) “**Encumbrance**” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, including any agreement to give any of the foregoing and any conditional sale and including any voting agreement or proxy, but not including any license granted by the Vendor in any of the Proprietary Assets to the extent such licenses are included in the Purchased Assets;

(bb) “**Environmental Claim**” means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or notices of non-compliance or violation by any person (including any Governmental Authority) alleging potential liability (including, without limitation, potential responsibility for or liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (i) the presence, or Release or threatened Release into the environment, of any Hazardous Materials at any location, whether or not owned, operated, leased or managed by the Vendor, (ii) circumstances forming the basis of any violation or alleged violation of any Environmental Law, or (iii) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or Release of any Hazardous Materials;

(cc) "**Environmental Laws**" means all applicable Laws relating to the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or protection of human health as it relates to the environment including, without limitation, relating to (i) Releases of Hazardous Materials, (ii) the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials or (iii) management of asbestos in buildings;

(dd) "**Equipment Contracts**" means motor vehicle leases, equipment leases, leases of computer hardware and computer systems, conditional sales contracts, title retention agreements and other similar agreements binding upon the Vendor in respect of equipment and vehicles used by the Vendor relating to the Business;

(ee) "**ERISA**" means the *Employee Retirement Income Security Act of 1974*, as amended from time to time;

(ff) "**Escrow Agreement**" shall have the meaning attributed thereto in Section 7.2(h) hereof;

(gg) "**Employment Agreements**" shall have the meaning attributed thereto in Section 7.2(l) hereof;

(hh) "**Excluded Assets**" shall have the meaning attributed thereto in Section 2.2 hereof;

(ii) "**Excluded Liabilities**" shall have the meaning attributed thereto in Section 2.5 hereof;

(jj) "**Excluded Persons**" shall have the meaning attributed thereto in Section 5.4 hereof;

(kk) "**Exchange**" means the TSX Venture Exchange;

(ll) "**Exchange Approval**" means the approval by the Exchange of the transactions contemplated by this Agreement, including the issuance of the Payment Shares;

(mm) "**Financial Statements**" means, collectively, the Annual Financial Statements and the Interim Financial Statements;

(nn) "**Financial Statements Date**" means November 16, 2009;

(oo) "**GAAP**" means generally accepted accounting principles in the United States;

(pp) "**General Conveyance**" means the general conveyance in the form attached hereto as Exhibit 1;

(qq) "**Goodwill**" means the goodwill of the Business, together with the exclusive right of the Purchaser to represent itself as carrying on the Business in continuation of and in succession to the Vendor and the right to use any words indicating that the Business is so carried on, including the right to use the names "Ockham Research", "The Ockham Research Model", "Jaguar, Razorwire Slicing Technology", "Ockham Research Reports", "adValue", and "StockRazor iPhone Application" and any variations of such names or part of such names whether in English or another language as part of any such name of or in connection with the Business or any part of the Business carried on or to be carried on by the Purchaser, and also including all restrictive agreements and negative covenant agreements which the Vendor may have with Employees, past or present, the right of the Vendor in the telephone number or numbers listed in the name of the Vendor and/or any trade name used by the Vendor in the Business and all customer lists;

(rr) "**Governmental Authority**" means any government, regulatory or administrative body, agency or authority, bureau, official, any court, board, tribunal, dispute settlement panel or body or other law, rule or regulation-making entity:

(i) having or purporting to have jurisdiction on behalf of any nation, state, municipal, local or other geographic or political subdivision thereof; or

(ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

(ss) "**Hardware**" means all servers, network equipment, machine tools, testing equipment, computers, related peripheral equipment and all other equipment and systems used in the Business and owned or leased by the Vendor, including any outstanding purchase orders for equipment yet to be delivered and including, without limitation, such equipment as listed and described under the heading "**Hardware**" in Schedule 3.26 attached hereto;

(tt) "**Hazardous Materials**" means (i) any petroleum or any by-products or fractions thereof, asbestos or asbestos-containing materials, urea formaldehyde foam insulation, any form of natural gas, explosives, polychlorinated biphenyls ("PCBs"), radioactive materials, ionizing radiation, electromagnetic field radiation or microwave transmissions; (ii) any chemicals, materials or substances, whether waste materials, raw materials or finished products, which are now defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous substances," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "contaminants" or words of similar import under any Environmental Law; and (iii) any other chemical, material or substance, whether waste materials, raw materials or finished products, regulated under any Environmental Law;

(uu) "**Indebtedness**" means with respect to any Person,

(i) all obligations of such Person for borrowed money, or with respect to deposits or advances of any kind (including amounts by reason of overdrafts and amounts owed by reason of letter of credit reimbursement agreements) including with respect thereto, all interests, fees and costs;

(ii) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments;

(iii) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person;

(iv) all obligations of such Person issued or assumed as the deferred purchase price of property or services (other than accounts payable to creditors for goods and services incurred in the ordinary course of business);

(v) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien or security interest on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed;

(vi) all obligations of such Person under leases required to be accounted for as capital leases under GAAP; and

(vii) all guarantees by such Person other than inter-company guarantees;

(vv) "**Indemnification Notice**" shall have the meaning attributed thereto in Section 10.3 hereof;

(ww) "**Indemnified Parties**" shall have the meaning attributed thereto in Section 10.3 hereof;

(xx) "**Indemnifying Party**" shall have the meaning attributed thereto in Section 10.3 hereof;

(yy) "**Interim Financial Statements**" means the unaudited financial statements of the Vendor for the period ended November 16, 2009, consisting of a balance sheet and statements of operations, retained earnings, cash flow and changes in financial position of the Vendor and all notes thereto;

(zz) "**Interim Financial Statements Date**" means November 16, 2009;

(aaa) "**Law**" means applicable laws (including common law), statutes, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, treaties, policies, notices, directions, decrees, judgements, awards or requirements, in each case of any Governmental Authority;

(bbb) "**Leased Real Property**" means premises which are used by the Vendor relating to the Business and which are leased, subleased, licensed to or otherwise occupied by the Vendor and the interest of the Vendor in all plants, buildings, structures, fixtures, erections, improvements, easements, rights-of-way, spur tracks and other appurtenances situated on or forming part of such premises;

(ccc) "**Legal Proceeding**" means any litigation, action, suit, investigation, hearing, claim, complaint, grievance, arbitration or administrative proceeding or other proceeding or dispute resolution process, including any audit for taxes or otherwise;

(ddd) "**Loan Agreement**" means the loan agreement between the Purchaser and the Vendor made as of November 16, 2009;

(eee) "**Loss(es)**" shall have the meaning attributed thereto in Section 10.1 hereof;

(fff) "**Material Adverse Change**" means a change, event or occurrence, with respect to the operations, condition (financial or otherwise), properties, assets, liabilities (contingent or otherwise), cash flow or prospects of the Business that has resulted or that could reasonably be expected to result in a Material Adverse Effect whether individually or as a whole; provided, however, without prejudicing whether any other matter qualifies as a Material Adverse Change, any matter involving a loss or payment in excess of $10,000 or any matters, in the aggregate, involving a loss or payment in excess of $100,000 shall be deemed to constitute a Material Adverse Change; provided that none of the following shall be deemed to constitute or shall be taken into account in determining whether there has been a "Material Adverse Change": any event, circumstance, change or effect arising out of or attributable to (i) changes in political, economic or business conditions or credit, financial or capital markets, including, prevailing interest rates and market conditions, generally in the United States or changes that are the result of acts of war or terrorism, except to the extent any of the same materially disproportionately affects the Vendor as compared to other companies in the industry in which the Vendor operates; (ii) changes that are caused by factors generally affecting the industries in which the Vendor operates, except to the extent any of the same materially disproportionately affects the Vendor; (iii) any loss of, or adverse change in, the relationship of the Vendor with its customers, employees or suppliers caused by the announcement of the transactions contemplated by this Agreement; (iv) changes in, or in the application of, GAAP or authoritative interpretations thereof; and (v) changes in applicable laws or general legal, tax or regulatory conditions in the United States or any other country in which the Vendor does business, except to the extent any of the same materially disproportionately affects the Vendor as compared to other companies in the industry in which the Vendor operates;

(ggg) "**Material Adverse Effect**" means a material adverse effect on the business, assets, condition (financial or otherwise), liabilities, results of operations or prospects of the Business individually or as a whole; provided, however, without prejudicing whether any other matter qualifies as a Material Adverse Effect, any matter involving a loss or payment in excess of $10,000 or any matters, in the aggregate, involving a loss or payment in excess of $100,000 shall be deemed to constitute a Material Adverse Effect; provided that none of the following shall be deemed to constitute or shall be taken into account in determining whether there has been a "Material Adverse Effect": any event, circumstance, change or effect arising out of or attributable to (i) changes in political, economic or business conditions or credit, financial or capital markets, including, prevailing interest rates and market conditions, generally in the United States or changes that are the result of acts of war or terrorism, except to the extent any of the same materially disproportionately affects the Vendor as compared to other companies in the industry in which the Vendor operates; (ii) changes that are caused by factors generally affecting the industries in which the Vendor operates, except to the extent any of the same materially disproportionately affects the Vendor; (iii) any loss of, or adverse change in, the relationship of the Vendor with its customers, employees or suppliers caused by the announcement of the transactions contemplated by this Agreement; (iv) changes in, or in the application of, GAAP or authoritative interpretations thereof; and (v) changes in applicable laws or general legal, tax or regulatory conditions in the United States or any other country in which the Vendor does business, except to the extent any of the same materially disproportionately affects the Vendor as compared to other companies in the industry in which the Vendor operates;

(hhh) "**Members**" means all of the members holding the issued and outstanding Units of the Vendor;

(iii) "**Non-Assigned Contract**" shall have the meaning attributed thereto in Section 2.3(a) hereof;

(jjj) "**Office**" shall have the meaning attributed thereto in Section 3.1 hereof;

(kkk) "**Ockham Software**" means all Software owned by the Vendor, as listed and described in Schedule 3.26 hereof and, for greater certainty, excludes all Third Party Software;

(lll) "**Orders**" means any decree, order, judgment, writ, award, injunction, rule or consent of or by a Governmental Authority;

(mmm) "**Outside Closing Date**" means December 31, 2009;

(nnn) "**Parent**" shall have the meaning attributed thereto in the Recitals;

(ooo) "**Parties**" means the Vendor, the Purchaser, and the Parent collectively, and "**Party**" means any one of them;

(ppp) "**Payment Shares**" shall have the meaning attributed thereto in Section 2.7(a)(iii) hereof;

(qqq) "**Pension Plans**" means all plans, arrangements, agreements, programs, policies, practices or undertakings, whether oral or written, formal or informal, funded or unfunded, registered or unregistered to which the Vendor is a party or by which the Vendor is bound or under which the Vendor has or shall have any liability or contingent liability relating to retirement or retirement savings including any "employee pension benefit plan" as defined in Section 3(2) of ERISA, including any "multiemployer plan" as defined in Section 3(37) of ERISA;

(rrr) "**Permits**" shall have the meaning attributed thereto in Section 3.31 hereof;

(sss) "**Person**" means any individual, sole proprietorship, partnership, limited partnership, firm, unincorporated association, unincorporated organization, syndicate, trust, joint venture, body corporate, Governmental Authority, and any other entity or organization of any nature whatsoever, and includes any of the foregoing when they are acting as trustee, executor, administrator or other legal representative;

(ttt) “**Personal Information**” means any information in the possession or control of the Vendor about an identifiable individual, other than the name, title or business address or telephone number of an Employee;

(uuu) “**Prepaid Expenses and Deposits**” means all amounts prepaid relating to the Business or the Purchased Assets including taxes, business taxes, rents, telephone, insurance and all deposits with any public utility or any Governmental Authority, but excluding income or other taxes which are personal to the Vendor;

(vvv) "**Price Per Share Amount**" means, with respect to each Payment Share, the amount of lawful currency of the United States which would be required to buy $0.50 of lawful currency of Canada at the Bank of Canada noon rate on November 16, 2009 (as quoted or published from time to time by the Bank of Canada);

(www) “**Proprietary Assets**” means all rights and interests in:

(i) all business and trade names, trademarks, copyrights, styles, marks, designs, signs, insignias, logos, symbols, names certification markers, official insignia, which are used in any manner in the Business, including but not limited to the “Ockham Research” name and all derivations thereof;

(ii) all inventions, patents, patent rights, patent applications (including reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application), industrial designs and applications for registrations of industrial designs in relation to the Ockham Software;

(iii) all rights and interests in and to processes, notebooks, data, trade secrets, designs, know-how, and information, and manuals, technology, agency agreements, maskwork, maskwork application, trade secret, know-how, customer list, franchise, system, computer software, computer program, source code, model, algorithm, formula, compound, invention, design, blueprint, engineering drawing, proprietary product, technology, proprietary rights, technical information, technical assistance, design and engineering specifications, and similar materials recording or evidencing expertise or information in relation to the Ockham Software;

(iv) the Websites;

(v) all of the Vendor's title, rights and interests in and to the Third Party Software used in connection with or relating to the Ockham Software;

(vi) the Ockham Software;

(vii) all licences of the intellectual property listed in items (i) to (vi) above;

(viii) all future income and proceeds from any of the intellectual property listed in items (i) to (vi) above and the licences listed in item (vii) above; and

(ix) all rights to damages and profits by reason of the infringement of any of the intellectual property listed in items (i) to (viii) above;

(xxx) "**Purchased Assets**" shall have the meaning attributed thereto in Section 2.1 hereof;

(yyy) "**Purchase Price**" shall have the meaning attributed thereto in Section 2.6 hereof;

(zzz) "**Purchaser Indemnitees**" shall have the meaning attributed thereto in Section 10.1 hereof;

(aaaa) "**Real Property**" means, collectively, all real properties and interests therein (including the right to use), together with all buildings, fixtures, trade fixtures, plant and other improvements located thereon or attached thereto; all rights arising out of use thereof (including air, water, oil and mineral rights); and all subleases, franchises, licenses, permits, easements and rights-of-way which are appurtenant thereto;

(bbbb) "**Real Property Leases**" means those agreements to lease, leases, subleases or licences or other agreements or rights (including space leases, long-term leases and ground leases) pursuant to which the Vendor uses or occupies the Leased Real Property;

(cccc) "**Registered Proprietary Assets**" shall have the meaning attributed thereto in Section 3.25(a) hereof;

(dddd) "**Release**" means a releasing, spilling, leaking, pumping, pouring, admitting, empting, discharging, injecting, escaping, leaching, disposing or dumping which is in breach of any Environmental Law;

(eeee) "**Restrictive Covenants**" shall have the meaning attributed thereto in Section 5.6 hereof;

(ffff) "**Rights**" shall have the meaning attributed thereto in Section 2.3 hereof;

(gggg) "**Shares**" means common shares in the capital of Parent;

(hhhh) "**Software**" means all software, source code or object code used in the conduct or operations of the Business, as listed and described in Schedule 3.26 attached hereto;

(iiii) "**Software Licences**" means the licences in respect of the Third Party Software, including, without limitation, those licenses as listed and described in Schedule 3.26 attached hereto;

(jjjj) "**Subscription Agreement**" shall have the meaning attributed thereto in Section 7.2(j) hereof;

(kkkk) "**Tangible Assets**" means fixed assets, machinery, equipment, including the Hardware, telecommunications equipment, fixtures, furniture, furnishings, vehicles, material handling equipment, implements, parts, tools, jigs, dies, molds, patterns and tooling, spare parts owned or used or held by the Vendor relating to the Business, including any which are in storage or in transit, and other tangible property and facilities used in the Business whether located in or on the premises of the Vendor or elsewhere where the individual value of such asset is greater than $100;

(llll) "**Tax(es)**" means any federal, state, local or foreign tax, duty, fee, premium, assessment, charge, impost, levy, deficiency, or other assessment of any kind or nature imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including, without limitation, those levied on, or measured by, or referred to as, income (net or gross), alternative minimum, gross receipts, profits, capital, transfer, land transfer, sales, use, ad valorem, franchise, business, license, withholding, employment, social security, workers compensation, unemployment compensation, transfer, excise, stamp, import, real property, development, personal property, intangible property, occupancy, employer health, payroll, employment, health, social services, education, social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, recording, minimum, environmental or estimated tax, including any liability therefor as a transferee (including without limitation under Section 6901 of the Code or similar provision of applicable law), as a result of Treasury Regulation Section 1.1502-6 or similar provision of applicable law or as a result of any Tax sharing indemnification or similar agreement, together with any interest, penalty and additions to tax imposed with respect thereto;

(mmmm) "**Tax Return**" means any return, declaration, information return, claim for refund or credit, report or any similar statement, and any amendment thereto, including any attached schedule and supporting information filed or required to be filed with any Governmental Authority in connection with the determination, assessment, collection or payment of a Tax or the administration of any law, rule or regulation relating to any Tax;

(nnnn) "**Third Party**" shall have the meaning attributed thereto in Section 2.3 hereof;

(oooo) "**Third Party Claim**" shall have the meaning attributed thereto in Section 10.3 hereof;

(pppp) "**Third Party Software**" means all Software developed and owned by a third party used by the Vendor in the conduct or operations of the Business, as listed and described in Schedule 3.26 attached hereto;

(qqqq) "**Time of Closing**" means 10:00 o'clock a.m. (Georgia, United States) on the Closing Date or such other time on such date as the Parties may agree in writing as the time at which the Closing shall take place;

(rrrr) "**UCC**" shall mean the Uniform Commercial Code of the State of Georgia and similar legislation in any other jurisdiction where the Business is carried on, or any corresponding or succeeding provisions of Laws of the State of Georgia or such other jurisdiction, or any corresponding or succeeding provisions of Laws, in each case as the same may have been and hereafter may be adopted, supplemented, modified, amended, restated or replaced from time to time;

(ssss) "**Units**" means the issued and outstanding membership interests of the Vendor;

(tttt) “**Unregistered Proprietary Assets**” shall have the meaning attributed thereto in Section 3.25(b) hereof;

(uuuu) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended;

(vvvv) “**Vendor Cash**” means all of the cash and cash equivalents of the Vendor which, at the Time of Closing, will be transferred, assigned, conveyed and delivered to the Purchaser pursuant to the terms and conditions set out in this Agreement;

(wwww) “**Vendor Consents**” shall have the meaning attributed thereto in Section 3.14 hereof;

(xxxx) “**Vendor Indemnitees**” shall have the meaning attributed thereto in Section 10.2 hereof;

(yyyy) “**Website Rules**” shall have the meaning attributed thereto in Section 3.30(c) hereof; and

(zzzz) “**Websites**” means all domain names, urls and websites used in the Business, including the www.ockhamresearch.com domain name.

1.2 Certain Rules of Interpretation.

In this Agreement:

(a) Accounting Terms - Unless otherwise specified, whenever reference is made in this Agreement to a calculation to be made or an action to be taken, in accordance with GAAP, such calculation shall be made or action taken in accordance with GAAP applicable as at the time such calculation is required to be made or action is to be taken, consistently applied.

(b) Consent - Whenever a provision of this Agreement requires an approval or consent by a Party and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

(c) Currency - Unless otherwise specified, any reference to currency is to United States currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in United States currency.

(d) Headings, etc. - The division of this Agreement into articles, sections, subsections, paragraphs and clauses and the inclusion of headings and a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

(e) Including - Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation.”

(f) No Strict Construction - The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(g) Number and Gender - Unless the context otherwise requires, words importing the singular number include the plural and vice versa, and words importing gender include all genders.

(h) References to Parties - Unless otherwise specified, every reference to a Party shall extend to and include (as the context requires) such Party's successors and permitted assigns, as if specifically named.

(i) References to this Agreement - Unless otherwise specified, the terms "hereof", "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular article, section or other portion of this Agreement.

(j) Required Actions on Non-Business Days - If any day on or before which any action is required to be taken under this Agreement is not a Business Day, then such action shall be required to be taken at or before the requisite time on the next succeeding day that is a Business Day.

(k) Statutory References - Unless otherwise specified, any reference in this Agreement to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.

(l) Time - Time is of the essence of this Agreement and of every part of this Agreement, and no extension or variation of this Agreement shall operate as a waiver of this provision.

(m) Time Periods - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

1.3 Knowledge.

Any reference to the knowledge of any Party means to the best of the knowledge, information and belief of such Party after reviewing all relevant records which they can reasonably access and making due inquiries regarding the relevant matter of all relevant directors, officers and employees of the Party and, in the case of the knowledge of the Vendor, the Vendor's senior managers of the Business as identified in Schedule 1.3 attached hereto.

1.4 Schedules.

The schedules to this Agreement, as listed below, are an integral part of this Agreement:

Schedule 1.3	-	Senior Managers of the Business
Schedule 2.1(a)	-	Tangible Assets
Schedule 2.1(d)	-	Contracts
Schedule 2.1(k)	-	Accounts Receivable

Schedule 2.9	-	Allocation of Purchase Price
Schedule 3.4	-	Capitalization of Vendor
Schedule 3.5	-	Subsidiaries
Schedule 3.6	-	No Joint Venture Interests, etc.
Schedule 3.7	-	Right to Sell
Schedule 3.8	-	Title to Purchased Assets
Schedule 3.12	-	Assumed Names
Schedule 3.14	-	Vendor Consents
Schedule 3.15	-	Financial Statements
Schedule 3.16	-	Absence of Undisclosed Liabilities
Schedule 3.18	-	Books and Records
Schedule 3.19	-	Absence of Certain Changes and Unusual Transactions
Schedule 3.21	-	Leased Real Property
Schedule 3.22	-	Location of Tangible Assets
Schedule 3.23	-	Sufficiency of Assets
Schedule 3.24	-	Major Suppliers and Customers
Schedule 3.25	-	Proprietary Assets
Schedule 3.26	-	Hardware and Software
Schedule 3.30	-	Assignment of Rights or Obligations in Contracts
Schedule 3.31	-	Permits
Schedule 3.32	-	Equipment Contracts.
Schedule 3.34	-	Pre-Payments
Schedule 3.36	-	Employees
Schedule 3.38	-	Benefit Plans
Schedule 3.39	-	Employment Agreements
Schedule 3.43	-	Powers of Attorney and Suretyships
Schedule 3.45	-	Insurance
Exhibit 1	-	Form of General Conveyance
Exhibit 2	-	Form of Assignment and Assumption Agreement
Exhibit 3	-	Form of Subscription Agreement

Article II
PURCHASE AND SALE

2.1 Purchase and Sale.

Upon the terms and subject to the conditions of this Agreement (including the assumption by the Purchaser of the Assumed Liabilities from the Vendor), at the Time of Closing, the Purchaser shall purchase from the Vendor and the Vendor shall sell, convey, transfer, assign and deliver to the Purchaser, free and clear of all Encumbrances, all right, title and interest of the Vendor in and to the undertaking of the Business as a going concern and all of the assets, properties and rights of the Vendor of every kind and description whatsoever, wherever located, real, personal or mixed, tangible or intangible, pertaining to the Business other than the Excluded Assets, including the following described assets, properties and rights of the Vendor as the same shall exist at the Closing (including all such assets, properties and rights acquired by the Vendor on or after the date hereof) (the "**Purchased Assets**"):

(a) all Tangible Assets, including, without limitation, the items set forth in Schedule 2.1(a) attached hereto;

(b) all raw materials, work-in-process, finished goods, supplies and other inventories of the Vendor;

(c) the full benefit of all unfilled orders received by the Vendor in connection with the Business;

(d) the Contracts, including the Equipment Contracts, the Software Licences, the Real Property Leases, the Employment Agreements and other Contracts entered into by the Vendor in compliance with Section 5.1 hereof after the signing hereof and prior to the Closing, and all rights and benefits thereunder, including all rights and benefits thereunder with respect to all cash and other property of third parties under the dominion or control of the Vendor, and including, without limitation, those set forth in Schedule 2.1(d) attached hereto;

(e) all rights and benefits of any negotiations or discussions that have taken place on and prior to the Closing Date, whether or not binding on the Vendor, which are in respect of, in connection with or in contemplation of the Vendor entering into any contact, instrument or documentation in connection with the Business at any time, including after the Closing Date;

(f) all Prepaid Expenses and Deposits;

(g) the Permits, to the extent assignable;

(h) all of the rights, claims, credits, causes of action or rights of set-off of the Vendor against third parties relating to the Purchased Assets, including unliquidated rights under manufacturers' and the Vendor's warranties;

(i) all Proprietary Assets;

(j) all cash, cash equivalents, deposits, securities, commodities, deposit accounts, checking accounts, brokerage accounts and all other accounts and all securities and investments;

(k) all Accounts Receivable, including, without limitation, those set forth on Schedule 2.1(k) attached hereto;

(l) all Book and Records;

(m) the Goodwill; and

(n) all other property, assets and rights, both tangible and intangible, held for use, or used, in connection with the Business which are not Excluded Assets.

2.2 Excluded Assets.

The Purchaser agrees and acknowledges that the following assets and properties of the Vendor (the "**Excluded Assets**") shall be excluded from the Purchased Assets:

(a) all rights of the Vendor in and to this Agreement;

(b) the cash surrender value of all life insurance policies; and

(c) the ownership records and minute books of the Vendor, and all Books and Records relating to any Excluded Asset or Excluded Liability.

2.3 Unassignable Contracts.

If any rights, benefits or remedies (collectively, the "**Rights**") under any Contract are not assignable by the Vendor to the Purchaser without the consent of the other party or parties to such Contract (the "**Third Party**") and such consent is not obtained by the Time of Closing, and the conditions that such consent be obtained provided for in Section 7.2(f) hereof and Section 7.3(d) hereof are waived by the Vendor and the Purchaser, respectively, then provided that the purchase and sale of the Purchased Assets provided for in this Agreement is completed, from and after the Closing Time:

(a) each such Contract (a "**Non-Assigned Contract**") shall be deemed not to have been assigned by the Vendor to the Purchaser pursuant to this Agreement;

(b) the Vendor shall hold the Rights for the exclusive benefit of the Purchaser;

(c) the Vendor shall, at the request and expense and under the direction of the Purchaser, acting reasonably, in the name of the Vendor or otherwise as the Purchaser directs, take all such actions and do all such things as shall, in the opinion of the Purchaser, acting reasonably, be necessary or desirable in order that the obligations of the Vendor under such Non-Assigned Contracts may be performed in a manner such that the value of the Rights shall be preserved and enure to the benefit of the Purchaser and such that all moneys receivable under the Non-Assigned Contracts may be received by the Purchaser;

(d) the Vendor shall promptly pay over to the Purchaser all such moneys collected by the Vendor in respect of the Non-Assigned Contracts;

(e) to the extent permitted by the Third Party and to the extent that the Purchaser is provided with the benefit of such Non-Assigned Contracts, the Purchaser shall perform the obligations under Non-Assigned Contracts on behalf of the Vendor, and shall indemnify the Vendor against all liabilities, costs and expenses incurred by the Vendor arising thereunder;

(f) each Party shall use commercially reasonable efforts, and cooperate with the other Party, to obtain such consent of the Third Party (it being understood that such commercially reasonable efforts on the part of the Purchaser shall not include, unless the Purchaser, in its sole discretion, otherwise agrees, the requirement that any Person guarantee any obligations of the Purchaser to any such Third Party or that the Purchaser pay any monies to or provide additional security to any such Third Party, and that such commercially reasonable efforts on the part of the Vendor shall not include, unless the Vendor, in its sole discretion, otherwise agrees, the requirement that the Vendor pay any monies to or provide security to any such Third Party);

(g) if the Vendor obtains the necessary consent in form reasonably acceptable to the Purchaser to assign and transfer the full benefit of any Non-Assigned Contract to the Purchaser after the Time of Closing, each such Non-Assigned Contract shall be deemed to be assigned and transferred to the Purchaser effective as of the date of the Purchaser's receipt of notification from the Vendor of such consent.

Any agreement which the Parties have previously entered into or agreed upon in respect of such Non-Assigned Contract shall be terminated effective as of the date of such notification to the Purchaser, provided that in no event shall such termination relieve any part of its obligations under such agreement which are attributable to periods prior to such termination.

2.4 Assumption of Liabilities.

Upon the terms and subject to the conditions of this Agreement, at the Closing, the Purchaser shall assume the following liabilities and obligations of the Vendor at an amount equal to the lesser of the dollar amount specified in this Section 2.4 in respect of each of items (a) to (e) below or the actual balance existing for such item as at the time of the Closing (the "**Assumed Liabilities**"):

(a) $13,200 of indebtedness in respect of the Vendor's American Express Business Card;

(b) $6,200 of indebtedness in respect of the Vendor's Bank of America Business Card;

(c) $5,000 in respect of the Closing payment to ***[Individual's name is redacted]***;

(d) $10,000 in respect of the Closing payment to ***[Individual's name is redacted]***; and

(e) any liability of the Vendor arising after the Time of Closing under the Contracts acquired by the Purchaser pursuant to Section 2.1(d) (other than any liability arising under such contracts arising out of or relating to a breach that occurred prior to the Time of Closing).

2.5 Excluded Liabilities.

For greater certainty and notwithstanding any provision in this Agreement or any other writing to the contrary, the Purchaser shall not assume and shall not be liable for any obligations, commitments and liabilities of and claims against the Vendor (whether absolute, accrued or contingent, known or unknown), and whether or not relating to the Business or the Purchased Assets, other than the Assumed Liabilities (the "**Excluded Liabilities**"). Without limiting the generality of the foregoing, it is agreed that the Excluded Liabilities shall include, and the Purchaser shall have no liability for, the following:

(a) all Indebtedness of the Vendor, except as described in Section 2.4 hereof;

(b) any liability relating to any Legal Proceeding, against or affecting the Vendor, the Business or any Purchased Asset or Contract before any Governmental Authority, which Legal Proceeding arose out of any action or omission of the Vendor prior to the Closing Date;

(c) any liability resulting from any tort or any violation of any Law (including violations of warranties, trademark infringement, for "spamming", privacy violations or consumer complaints) or the breach of any contract;

(d) any liability relating to any phantom equity or other employee benefit plan;

(e) any liability of the Vendor for Taxes, and all liabilities for Taxes which relate to any period prior to the Time of Closing, whether or not payable;

(f) all liabilities for salary, bonus, vacation pay and other compensation and all liabilities under any and all employee benefit plans (including the Benefit Plans) of the Vendor relating to employment of persons in the Business prior to the Time of Closing;

(g) any liability or obligation relating to any Excluded Asset;

(h) any indebtedness, liability or obligation of any kind of the Vendor to any of its Affiliates except as specifically described in Section 2.4 hereof; and

(i) any and all liabilities, commitments or other obligations of the Vendor, the existence of which constitutes a breach of any representation or warranty of the Vendor contained in or made pursuant to Article III hereof.

2.6 Purchase Price.

The purchase price for the Purchased Assets shall be $1,800,001 plus an amount equal to the Vendor Cash (collectively, the "**Purchase Price**").

2.7 Satisfaction of the Purchase Price.

(a) Subject to compliance with applicable securities Laws and receipt of all necessary regulatory approvals including Exchange Approval, the Purchase Price shall be paid and satisfied at the Time of Closing as follows:

(i) as to $1.00, by the assumption by the Purchaser of the Assumed Liabilities;

(ii) as to $275,246.04, by the offset against, and in full payment and satisfaction by the Vendor to the Purchaser of, the aggregate amount of the Bridge Loan as at the Time of Closing; and

(iii) as to the remainder of the Purchase Price, by the Parent issuing such number of Shares to the Vendor (the "**Payment Shares**") at and for the Price Per Share Amount as is equal, on a dollar for dollar basis, to the remainder of the Purchase Price, all of which is subject to the terms and conditions set out in this Agreement, the Escrow Agreement, the Loan Agreement and the Subscription Agreement.

(b) The Payment Shares shall be evidenced by a certificate registered in the name of the Vendor and dated the Closing Date.

2.8 Right of Endorsement.

From and after the Closing Date, the Purchaser shall have the absolute and unconditional right and authority to endorse, without recourse, the name of the Vendor on any check or other form of payment received by the Purchaser on account of any of the Purchased Assets. In connection therewith, the Vendor shall deliver to the Purchaser at the Closing copies of the resolutions duly adopted by its Board of Managers certified by the Secretary of the

Vendor, and a letter of instruction executed by the President and the Secretary of the Vendor, sufficient to permit the Purchaser to deposit such payments, so endorsed, in bank accounts in the name of the Purchaser.

2.9 Allocation of Purchase Price.

(a) After a thorough analysis of the transaction and arm's length negotiations between the Parties, the Purchaser and the Vendor agree that the Purchase Price and the Assumed Liabilities (to the extent not required to be treated as interest under Section 1274 of the Code) shall be allocated among the Purchased Assets in accordance with their fair market value, with the fair market value of those Purchased Assets, if any, that fall within Classes I, II, III, IV, V and VI of Tax Form 8594 being their book value on the Closing Date as set forth on the Books and Records of the Vendor and otherwise in accordance with the determination of book value as set forth in this Section 2.9 hereof, and the remainder allocated to Class VII of said form. The Purchaser and the Vendor shall be bound by such allocation for Tax purposes shall prepare and file all Tax Returns, including (in the case of the Vendor, Form 8594), in a manner consistent with such allocation, and shall not take any position inconsistent with such allocation in any Tax Return, proceeding before any Tax authority or otherwise, unless required to do so pursuant to a "determination" (as defined in Section 1313(a) of the Code).

(b) In the event any allocation is questioned, audited or disputed by any Tax authority, the Party receiving notice thereof shall promptly notify and consult with the other Party concerning the strategy for the resolution thereof, and shall keep the other Party apprised of the status of such question, audit or dispute and the resolution thereof.

Article III
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser and the Parent that:

3.1 Corporate Existence and Power.

The Vendor is a limited liability company duly formed, validly existing and in good standing under and by virtue of the laws of the State of Georgia, and has all necessary power and authority, corporate and otherwise, to enter into and to carry out its obligations under this Agreement and holds all governmental licenses, franchises, permits, authorizations, consents and approvals required to own and operate its properties and assets and to carry on its business as now conducted and as proposed to be conducted. The Vendor is not qualified to do business as a foreign limited liability company in any jurisdiction, and there is no jurisdiction in which the character of the property owned or leased by the Vendor or the nature of its activities make qualification of the Vendor in any such jurisdiction necessary. The only offices, warehouses or business locations of the Vendor are located at those locations identified in Schedule 3.22 (each an "**Office**" and collectively, the "**Offices**"). The Vendor has not taken any action, adopted any plan, or made any agreement in respect of any merger, consolidation, sale of all or substantially all of its respective assets, reorganization, recapitalization, dissolution or liquidation.

3.2 Corporate Authorization.

The execution, delivery and performance by the Vendor of this Agreement and each of the other Additional Agreements to which the Vendor is a party and the consummation by the Vendor of the transactions contemplated hereby and thereby are within the corporate powers of the Vendor and have been duly authorized by all necessary action on the part of the Vendor, including, without limitation, the unanimous approval of the Members. This Agreement constitutes, and, upon their execution and delivery, each of the Additional Agreements shall constitute, a valid and legally binding agreement of the Vendor, enforceable against the Vendor in accordance with their respective terms.

3.3 Charter Documents; Legality.

The Vendor has previously delivered to the Purchaser true and complete copies of its Articles of Organization and operating agreement (the "**Charter Documents**"), as in effect or constituted on the date hereof. The execution, delivery, and performance by the Vendor of this Agreement and any Additional Agreement to which the Vendor is to be a party has not violated and shall not violate, and the consummation by the Vendor of the transactions contemplated hereby or thereby shall not violate, any of the Charter Documents or any Law.

3.4 Capitalization and Ownership of the Vendor.

Schedule 3.4 sets forth, with respect to the Vendor, (i) the authorized capital of the Vendor, (ii) the number of the Units that are outstanding, (iii) each Member owning such Units and the number of such Units owned by such Member, and (iv) each security convertible into or exercisable or exchangeable for the Units, the number of Units such security is convertible into, the exercise or conversion price of such security and the holder of such security. No person other than as disclosed on Schedule 3.4 owns any membership interests of the Vendor. Except as set forth in Schedule 3.4, none of the Charter Documents authorizes a class of preferred membership interests having preference over any other class of membership interests. To the knowledge of the Vendor, each Member owns the Units set forth in Schedule 3.4, free and clear of any Encumbrance. All of the issued and outstanding Units are duly authorized and validly issued, fully paid and non-assessable. Except as set forth in Schedule 3.4, there is no Contract that requires or under any circumstance would require (a) the Vendor to issue, or grant any right to acquire, any Units of the Vendor, or any security or instrument exercisable or exchangeable for or convertible into, the capital stock or membership interest of any Company or to merge, consolidate, dissolve, liquidate, restructure, or recapitalize the Vendor or (b) any holder of the Units of the Vendor to transfer or grant any rights with respect to any membership interests of the Vendor. The issuance of all the outstanding membership interests of the Vendor has been duly authorized, and all such membership interests are validly issued, fully paid and non-assessable. There are no voting trusts, proxies or other Contracts relating to the voting of the equity interests of the Vendor.

3.5 Subsidiaries.

The Vendor does not own, and since its formation has not owned, directly or indirectly, securities or other ownership interests in any other entity. Except as set forth in Schedule 3.5, the Vendor is not a party to any agreement relating to the formation of any joint venture, association or other entity.

3.6 No Joint Venture Interests, etc.

Except as set forth in Schedule 3.6, the Vendor, in connection with the Business, is not a partner, beneficiary, trustee, co-tenant, joint-venturer or otherwise a participant in any partnership, trust, joint venture, co-tenancy or similar jointly owned business undertaking and the Vendor has no investment interests in any business owned or controlled by any third party.

3.7 Right to Sell.

Except as set forth in Schedule 3.7, the Vendor has the exclusive right to dispose of the Purchased Assets as provided in this Agreement. There is not pending any action (i) to in any manner restrain or prevent the Vendor from effectually and legally transferring the Purchased Assets to the Purchaser free and clear of all Encumbrances, or (ii) the effect of which would be to cause any Encumbrance to attach to the Purchased Assets or to divest title to the Purchased Assets in any manner whatsoever, or to make the Purchaser or the Vendor or either of them liable for damages and the Vendor knows of no claim in connection with any of the foregoing.

3.8 Title to Purchased Assets.

Except as set forth in Schedule 3.8, the Vendor is the sole beneficial and (where its interests are registered) the sole registered owner of the Purchased Assets with good and marketable title, free and clear of all Encumbrances. The Vendor has the right (whether such right arises from Contract or otherwise) to use all assets that are required for, or necessary to operate, the Business as it is currently operated. Except as set forth in Schedule 3.8, there has been no assignment, subletting or granting of any licence (of occupation or otherwise) of or in respect of any of the Purchased Assets or any granting of any agreement or right capable of becoming an agreement or option for the purchase of any of the Purchased Assets other than pursuant to the provisions of, or as disclosed in, this Agreement.

3.9 Solvency.

The Vendor is not insolvent nor has it committed an act of bankruptcy, proposed a compromise or arrangement to its creditors generally, had any petition for a receiving order in bankruptcy or any application for a bankruptcy order filed against it, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound-up, taken any proceeding to have a receiver appointed of any part of its assets, had any encumbrancer take possession of any of its property, or had any execution or distress become enforceable or become levied upon any of its property. The Vendor will not be rendered insolvent by any of the transactions contemplated by this Agreement. As used in this section, "insolvent" means that the sum of the debts and other probable liabilities of a party exceeds the present fair saleable value of such party’s assets.

3.10 Absence of Conflicting Agreements, etc.

Except as set forth in Schedule 3.10, the Vendor is not a party to, bound or affected by or subject to any indenture, mortgage, lease, Contract, agreement, obligation, instrument, charter or by-law provision, order, judgment, decree, licence, Laws or Permits that would be violated, breached by, or under which (with or without the giving of notice and/or the passage of time) a default would occur or an Encumbrance would be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into pursuant to this Agreement.

3.11 Affiliates.

Other than the Members, the Vendor is not controlled by any Person and the Vendor is not in control of any other Person. None of such Members or any Affiliate of any Member (i) own, directly or indirectly, in whole or in part, any tangible or intangible property (including any Proprietary Asset) that the Vendor uses and the use of which is necessary for the conduct of the Business, or (ii) have engaged in any transaction with the Vendor, other than their investment in and management of the Vendor and the Indebtedness and liabilities incurred on the Vendor's behalf described in the Interim Financial Statements.

3.12 Assumed Names.

Schedule 3.12 is a complete and correct list of all assumed or "doing business as" names currently or formerly used by the Vendor, including names on any Websites. The Vendor has not used any name other than the names listed on Schedule 3.12 to conduct its business. The Vendor has filed appropriate "doing business as" certificates in all applicable jurisdictions, to the extent required by applicable Law.

3.13 Regulatory Approvals.

To the knowledge of the Vendor, none of the execution, delivery or performance by the Vendor or any Member of this Agreement or any Additional Agreement requires any order, consent, approval, license or other action by or in respect of, or registration, declaration or filing with, any Governmental Authority.

3.14 Consents.

The Contracts listed on Schedule 3.14 are the Contracts binding upon the Vendor or any of its properties requiring a consent, approval, authorization, order or other action of or filing with any Person as a result of the execution, delivery and performance of this Agreement or any of the Additional Agreements or the consummation of the transactions contemplated hereby or thereby (each of the foregoing, a "**Vendor Consent**").

3.15 Financial Statements.

(a) Attached hereto as Schedule 3.15 are true and complete copies of the Financial Statements. The Financial Statements:

(i) are in accordance with the Books and Records;

(ii) were prepared in accordance with GAAP applied on a basis consistent with those of preceding fiscal periods;

(iii) present fully, fairly and correctly the assets, liabilities and financial condition of the Vendor as at their respective dates and the results of its operations and the changes in its financial position, members' equity and cash flows for the respective periods then ended;

(iv) contain and reflect all necessary adjustments and accruals for a fair presentation of the results of operations and the financial condition of the Business for the periods covered thereby;

(v) contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Vendor, including all material income, property, sales, payroll or other Taxes applicable to the Vendor with respect to the periods then ended.

The Vendor has heretofore delivered to the Purchaser complete and accurate copies of all "management letters" received by it from the accountants of the Vendor and all responses during the last three years by lawyers engaged by the Vendor to inquiries from the accountants of the Vendor or any predecessor accountants.

(b) All financial projections delivered by or on behalf of the Vendor to the Purchaser (if any) were prepared in good faith using assumptions that the Vendor believes to be reasonable and the Vendor has no knowledge of the existence of any fact or occurrence of any circumstance that is reasonably likely to have a Material Adverse Effect on said projections.

3.16 Absence of Undisclosed Liabilities.

(a) Except as specifically disclosed, reflected or fully reserved against in the Financial Statements and for liabilities and obligations of a similar nature and in similar amounts incurred in the ordinary course of business since the Financial Statements Date, to the knowledge of the Vendor, there are no liabilities, debts or obligations of any nature (whether accrued, absolute, contingent, liquidated or unliquidated, unasserted or otherwise) relating to the Vendor. All debts and liabilities, fixed or contingent, which should be included under GAAP on an accrual basis in the Financial Statements are included therein. Without limiting the generality of any representation or warranty given in this Agreement, the Vendor has no knowledge of any facts or circumstances which might reasonably serve as the basis for, or give rise to, any liabilities or obligations on the part of the Vendor, other than those disclosed in the Financial Statements or arising since the Financial Statements Date in the ordinary course of the Business (none of which has a Material Adverse Effect).

(b) The Interim Financial Statements accurately reflect the outstanding Indebtedness of the Vendor as of the Interim Financial Statements Date. The Vendor does not have any Indebtedness except as set forth on the Interim Financial Statements.

3.17 Accounts Receivable.

Schedule 2.1(k) sets forth as of a date within three (3) days of the date hereof all Accounts Receivable. The Accounts Receivable (a) arose from *bona fide* sales of software licenses, including sales through the Website, and from performance of software-related services by the Vendor, all occurring in the ordinary course of the Business, (b) are collectible at the aggregate recorded amounts, except to the extent of any reserves provided for such amounts in the Interim Financial Statements (which reserves are reasonable and consistent with past practice), and (c) to the knowledge of the Vendor, are not subject to any defence, counterclaim or set-off. At the Closing, the Vendor shall provide the Purchaser with an updated Schedule 2.1(k) as of a date within five days of the Closing Date.

3.18 Books and Records.

(a) The Books and Records accurately and fairly, in reasonable detail, reflect the transactions and dispositions of assets of the Vendor. The Vendor maintains a system of internal accounting controls sufficient to provide reasonable assurance that:

(i) transactions are executed in accordance with management's authorization;

(ii) access to assets is permitted only in accordance with management's authorization; and

(iii) recorded assets are compared with existing assets at reasonable intervals, and appropriate action is taken with respect to any differences.

(b) The Vendor has heretofore made all of its Books and Records available to the Purchaser for its inspection and has heretofore delivered to the Purchaser complete and accurate copies of documents referred to in the Schedules or the Purchaser otherwise has requested. All Contracts, documents, and other papers or copies thereof delivered to the Purchaser by or on behalf of the Vendor in connection with this Agreement and the transactions contemplated herein are accurate, complete, and authentic.

(c) Schedule 3.18 is a complete and correct list of all savings, checking, brokerage or other accounts pursuant to which the Vendor has cash or securities on deposit and such list indicates the signatories on each account.

(d) All accounts, books and ledgers of the Vendor have been properly and accurately kept and completed in all material respects on a basis consistent with those of preceding accounting periods, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein. The Books and Records fairly and correctly set out and disclose, in all material respects, the current financial position and condition of the Vendor and the Business. All financial transactions involving the Vendor have been accurately recorded in the Books and Records and all such transactions represent actual, bona fide transactions. All vacation pay, bonuses, commissions and other emoluments relating to each of the Employees have been accrued to date in the Books and Records.

(e) No portion of the Books and Records is recorded, stored, maintained, operated or otherwise wholly or partly dependent on or held by any means (including any mechanical, electronic or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) is not under the exclusive ownership (excluding licensed software programs) and direct control of the Vendor and which is not located at the Office, except as set forth in Schedule 3.18.

3.19 Absence of Certain Changes and Unusual Transactions.

(a) Except as set forth in Schedule 3.19, since the Financial Statements Date, the Vendor has conducted its business in the ordinary course consistent with past practices, and there has not been:

(i) any Material Adverse Change;

(ii) any transaction, contract, agreement or other instrument entered into, or commitment made, by the Vendor relating to the Business or any relinquishment by the Vendor of any Contract or other right, in either case other than transactions and commitments in the ordinary course of business consistent in all respects, including kind and amount, with past practices and those contemplated by this Agreement; or

(iii) any bonus or additional salary or other compensation paid or agreed to be paid to any Employee.

(b) Except as set forth in Schedule 3.19, since the Financial Statements Date through and including the date hereof, the Vendor has not taken any action nor has had any event occur which would have violated any covenant of the Vendor set forth in Article V hereof if such action had been taken or such event had occurred between the date hereof and the Closing Date.

3.20 Owned Real Property.

The Vendor does not own and has never owned any Real Property.

3.21 Leased Real Property.

(a) Schedule 3.21 sets forth a complete list of the Leased Real Property. The Vendor has provided to the Purchaser true and complete copies of each Real Property Lease, and all amendments thereto. Each Real Property Lease is valid and enforceable by the Vendor with respect to the other party thereto. .

(b) Other than as set forth in Schedule 3.21, the Real Property Leases have not been altered or amended and are in full force and effect.

(c) There are no agreements or understandings between the landlord and tenant, or sublandlord and the Vendor, as subtenant or between the Vendor and any other relevant party, other than as contained in the Real Property Leases, pertaining to the rights and obligations of the parties to the Real Property Leases or relating to the use and occupation of the Leased Real Property.

(d) All payments required to be made by the Vendor pursuant to the Real Property Leases have been paid. The Vendor is not in default in meeting any of its obligations under any of the Real Property Leases, no event exists which but for the passage of time or the giving of notice, or both, would constitute a default of the Vendor under the Real Property Leases and no party to any Real Property Lease has claimed any default by the Vendor or is taking action purportedly based on such a default.

(e) To the knowledge of the Vendor, none of the landlords, sublandlords, tenants, subtenants or other relevant parties under any of the Real Property Leases is in default in meeting any of its obligations under Real Property Leases to which it is a party.

(f) The Vendor has no option, right of first refusal or other contractual right relating to the Leased Real Property, other than as set out in the Real Property Leases.

(g) To the knowledge of the Vendor, no event exists which, but for the passing of time or the giving of notice, or both, would constitute a default by any party (other than the Vendor) to any of the Real Property Leases and no party to any Real Property Lease is claiming any such default or taking any action purportedly based upon any such default.

(h) The Vendor has not waived, or omitted to take any action in respect of, any material rights under any of the Real Property Leases.

(i) To the knowledge of the Vendor, the Vendor has not breached or violated and is not in default under any local zoning ordinance, and no notice from any Person has been received by the Vendor or served upon the Vendor or, to the knowledge of the Vendor, any Member claiming any violation of any lease or any local zoning ordinance.

3.22 Tangible Assets.

(a) Each of the Tangible Assets has no defects, is in good operating condition and repair and functions in accordance with its intended use (ordinary wear and tear excepted), has been properly and regularly maintained, and is suitable for its present uses. Schedule 2.1(a) sets forth a complete and correct list of the Tangible Assets owned by the Vendor, setting forth a description of such property and its location, as of a date within five days of the date of this Agreement.

(b) Schedule 3.22 sets out the locations at which all Tangible Assets are located.

3.23 Sufficiency of Assets.

The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to Closing. All of the Purchased Assets operate on a stand alone basis and are not shared with any other business of the Vendor or any other party, except as set out in Schedule 3.23.

3.24 Major Suppliers and Customers.

Schedule 3.24 sets forth a listing of the largest suppliers of goods and services and the largest customers of the Business during the preceding two (2) years, together with, in each case, the amount paid or billed to or by such suppliers and customers. Since the Financial Statements Date, there has been no termination or modification or change in the relationship with any such supplier or customer. No such supplier or customer has informed the Vendor that it intends to change its relationship or the terms upon which it conducts business with the Vendor. To the knowledge of the Vendor, the consummation of the sale of the Purchased

Assets under this Agreement will not disrupt the existing relationships with any such supplier or customer.

3.25 Proprietary Assets.

(a) Schedule 3.25 sets forth a true, correct and complete list of all Proprietary Assets registered with any Governmental Authority or for which an application has been filed with any Governmental Authority, (i) a brief description of such Proprietary Asset, (ii) the names of the jurisdictions covered by the applicable registration or application, and (iii) the date of issuance, filing or renewal (the "**Registered Proprietary Assets**").

Schedule 3.25 identifies and provides a brief description of, and identifies any ongoing license fee, royalty or payment obligations with respect to, each Proprietary Asset that is licensed or otherwise made available to or used by the Vendor in connection with the Business by any person (except for any Proprietary Asset that is licensed to the Vendor under any third party software license generally available to the public), and identifies the agreement under which such Proprietary Asset is being licensed to, or otherwise made available to or used by, the Vendor.

(b) Except as disclosed in Schedule 3.25, the Vendor has good and valid title to all of the Registered Proprietary Assets, and to any and all other Proprietary Assets owned or, subject to customary and commercially reasonable restrictions, licensed by the Vendor which are used in the Business (the "**Unregistered Proprietary Assets**"), and as at the Closing Date, are free and clear of all Encumbrances. Except as disclosed in Schedule 3.25, the Vendor has the exclusive right to bring actions against any person that is infringing any Registered Proprietary Asset or Unregistered Proprietary Asset. Except as disclosed in Schedule 3.25, the Vendor has a valid right to use, license and otherwise exploit all third party Proprietary Assets identified or required to be identified in Schedule 3.25 or used in the Business in the manner in which those third party Proprietary Assets have been or are currently used or exploited by the Vendor. Except as disclosed in Schedule 3.25, none of the products currently in use or in development by the Vendor include any third party Proprietary Asset. Except as disclosed in Schedule 3.25, the Vendor has not developed jointly with any other person any Proprietary Asset that is used in the Business and with respect to which such other person has any rights. With the exception of escrow agreements, end user license agreements, support agreements, consulting agreements, distribution agreements, OEM agreements, partner agreements and other customer contracts previously made available by the Vendor to the Purchaser, there is no agreement to which the Vendor is a party pursuant to which a third party has a right to use, license or otherwise exploit any Proprietary Assets used in the Business. The Vendor has taken all steps reasonably necessary to validly maintain, and has not taken any steps that could constitute abandonment of, the Proprietary Assets, including paying all necessary fees and filing all appropriate affidavits and renewals with the appropriate Governmental Authorities.

(c) The Vendor has taken reasonable measures and precautions to protect and maintain the confidentiality and secrecy of all Proprietary Assets owned or licensed by the Vendor (except for (i) disclosures required in connection with the registration or application for registration of Registered Proprietary Assets or (ii) other Proprietary Assets owned or licensed by the Vendor whose value would be unimpaired by disclosure). Without limitation, (i) each current or former employee of the Vendor and (ii) each current and former consultant and independent contractor to the Vendor, who is or was, in any case, involved in, or who has contributed to, the creation or development of any Proprietary Asset owned or licensed by the Vendor has executed and delivered to the Vendor an agreement that provides protections for the confidentiality and ownership of those Proprietary Assets including the waiver of any right each such current and former consultant and independent contractor may have in and to any Proprietary Asset or the assignment of any such right to the Vendor.

(d) To the knowledge of the Vendor, no current employee, consultant or independent contractor of the Business is obligated under any agreement (including licenses, covenants or commitments of any nature) in a manner, or subject to any judgement, decree or order of any Governmental Authority or any other restriction, that might (i) interfere with the carrying out of its, his or her duties for the Vendor, (ii) interfere with its, his or her promotion of the interests of the Business, or (iii) conflict with the Business.

(e) All patents, trademarks, service marks and copyrights held and currently in use by the Vendor are valid, enforceable and subsisting and, to the knowledge of the Vendor, none of the Proprietary Assets owned or licensed by the Vendor, including Proprietary Assets that are being developed by the Vendor (by itself or with any other person), infringes, misappropriates or conflicts with any proprietary asset owned or used by any other person. None of the products, systems, software, hardware, computer programs, source code, object code, models, algorithm, formula, compounds, inventions, designs, technology, proprietary rights or other intellectual property rights or intangible assets that is or has been designed, created, developed, assembled, manufactured or sold by the Vendor and which is, in any case, currently in use in the Business, is infringing, misappropriating or making any unlawful or unauthorized use of any Proprietary Asset owned or used by any other person, and none of those products has at any time infringed, misappropriated or made any unlawful or unauthorized use thereof. Except as set out in Schedule 3.25, the Vendor has not received any notice, claim or other communication (in writing or otherwise) of (i) any actual, alleged, possible or potential infringement, misappropriation or unlawful or unauthorized use or misuse by the Vendor of any Proprietary Asset owned or used by any other person, or (ii) suggesting that any other person has or may have any claim of legal or beneficial ownership or other claim or interest in any Proprietary Asset owned or licensed by the Vendor. To the knowledge of the Vendor, no other person is infringing, misappropriating or making any unlawful or unauthorized use of, and no Proprietary Asset owned or used by any other person infringes or conflicts with, any material Proprietary Asset owned or licensed by the Vendor.

(f) To the knowledge of the Vendor, there are no legal opinions to the effect that any of the subject matters of the Proprietary Assets owned or licensed by the Vendor may be or are invalid or unenforceable, or official actions or other notices from any Governmental Authority that any of the subject matters or claims of pending applications for registration constituting any of the Proprietary Assets owned or licensed by the Vendor are unregistrable.

(g) Except as set out in Schedule 3.25 and in the ordinary course of business consistent with past practices (which include, for greater certainty, the arrangements with distributors, suppliers, brokers, customers, OEMs, VARs and channel partners that have been provided to the Purchaser), the Vendor has not granted any person any right, license or permission to use any of the marks that are part of the Proprietary Assets owned or licensed by, and currently in use in the Business. None of the marks that are currently in use in the Business has been or is now involved in any opposition or cancellation proceedings, nor are any such proceedings threatened to the knowledge of the Vendor.

(h) Except as set out in Schedule 3.25, the Vendor has not (i) licensed any Proprietary Assets owned or licensed by the Vendor to any person on an exclusive basis, or (ii) entered into any covenant not to compete or contract limiting or purporting to limit the ability of the Vendor to exploit fully any Proprietary Assets owned or licensed by the Vendor or to transact business in any market or geographical area or with any Person.

3.26 Hardware and Software.

(a) Schedule 3.26 sets out a true, correct and complete list of all Hardware and Software used in the conduct and operation of the Business and states whether such Hardware and Software is owned or leased by the Vendor or is owned by a third party. All Persons who are authors or developers ("**Authors**") of the Ockham Software have executed an assignment of copyright and waiver of rights thereto in valid, binding and enforceable form, and no other persons or parties can claim or assert any copyright, moral rights or rights of integrity to such Ockham Software, or the Documentation relating thereto, or any part of them.

(b) The Ockham Software and Documentation relating thereto are original works of the Vendor or any subcontractors of the Vendor and there has not been incorporated into the Ockham Software or its related Documentation any third party materials or software, in any manner, other than as disclosed in Schedule 3.26.

(c) The Ockham Software and its respective elements have been assembled in a workmanlike manner and in accordance with accepted conventions of design and implementation, and such Software shall meet all performance, functionality and other technical specifications specified in the Documentation relating thereto.

(d) All reasonable skill and judgment has been, and is being, exercised to ensure that the Ockham Software is free from all defects and operates properly and in substantial compliance with the Documentation relating thereto and is free from material defects in design and workmanship. The Ockham Software does not contain any code, instructions, data or functions (including, but not limited to viruses, worms, Trojan horses, data bombs, lock outs or time bombs), the purpose of which is to maliciously cause such Software to cease operating, or to damage, interrupt, interfere with or hinder the operation of the same, the system in which they reside or any other software or data on such system.

(e) Except as set out in Schedule 3.26, all reasonable security measures have been, and are being, taken to protect the secrecy, confidentiality and value of the Ockham Software, the Documentation related thereto and all confidential information and trade secrets related thereto. Neither the source code relating to the Ockham Software, nor the Documentation related thereto or any other proprietary information relating thereto, in whole or in any material part, has ever been copied, released (including the release of the Software from any source code agreements currently outstanding), distributed, removed from the premises of the Vendor or in any way disclosed to or deposited with any person (other than the Purchaser and its Affiliates); except for standard back-up copies and working copies made and maintained securely under the sole control of senior employees of the Vendor and except for any source code arrangements entered into among the Vendor, its customers and an escrow agent (a true, correct and complete list of all source code escrow arrangements are set out in Schedule 3.26) which arrangements specify pre-determined release conditions for such source code and related documentation for either the Vendor or its customers and save that the Authors currently engaged in development work have use and access of or to such materials and information solely within the scope of their employment or contractual relationships and pursuant to valid, binding and enforceable obligations of confidentiality with respect thereto and to return such materials to the Vendor.

(f) The Ockham Software does not collect information from users except as disclosed in the Documentation. The Ockham Software does not contain any code, instructions, data or functions (including, but not limited to Trojan horses and back doors), the purpose of which is to allow access to information collected by or through it, and to the knowledge of the Vendor, there are no bugs or vulnerabilities in the Ockham Software which could allow unauthorized access to information collected by or through it.

(g) The Documentation relating to the Ockham Software fully and properly describes such software in all material respects so as to permit the proper use, modification, enhancement, configuration, integration, operation, support and maintenance of the same without any further recourse to the Vendor and is substantially current and does not contain any material misrepresentations, misstatements or other inaccuracies.

(h) To the knowledge of the Vendor, no infringement of any patent, copyright, trade secret, trade mark, service mark, trade name or domain name, or misappropriation or violation of any other party's proprietary right by the Vendor has occurred or results from the use, copying, modification, manufacture, marketing, promotion or distribution of the Ockham Software or the Documentation relating thereto, and no claim or, to the knowledge of the Vendor, threat thereof has been made in respect of any of the foregoing matters, and its use, copying, modification, distribution, licensing and commercial exploitation by the Vendor of the Ockham Software, and its use by customers and other permitted users of the Ockham Software, shall not infringe upon or violate any rights, whether pursuant to patent, copyright, trade secret, trade mark, service mark, trade name, domain name or otherwise of any third party. The Vendor has the right and authority to use such inventions, trade secrets, copyrights, processes, models, designs and formulas as are necessary for the design, development, production, marketing and support of the Ockham Software, with no limitation or restriction on the usage thereof or on the right to make enhancements, derivations or versions thereof. No right or license or permission or consent is or shall be required for the Vendor to use, copy, model, manufacture, market, distribute and support any of the Ockham Software and/or the Documentation related thereto other than, in the case of Third Party Software, the Software Licences. No claim, action, proceeding, arbitration or investigation of any nature whatsoever has been commenced or, to the knowledge of the Vendor, threatened or is likely to be commenced in respect of or which may affect such Software or the Documentation related thereto, nor, to the knowledge of the Vendor, are there any circumstances which are likely to give rise to the same.

(i) To the knowledge of the Vendor, there are no past or present infringements of, misappropriations or violations of, breach of any material obligations with respect to, or other impairment of any of the Proprietary Assets or unauthorized use of the Ockham Software. No part of the Ockham Software has been distributed or licensed by the Vendor except as disclosed in Schedule 3.26 and only pursuant to the signed licence or service agreements that have been provided to the Purchaser from the Vendor.

(j) Set out in Schedule 3.26 is a true, correct and complete list of Hardware owned or leased by the Vendor. Schedule 3.26 sets out which items are leased and which are owned by the Vendor and the location of such items. The Hardware and all components incorporated therein are reasonably fit for the purposes for which they are intended, do not infringe the rights of any third party, have been properly maintained in accordance with industry standards, and are sufficient so as to permit the Vendor to continue to operate and conduct the Business as currently conducted.

(k) There has not been incorporated into such Ockham Software any software that is subject to or governed by the terms of the GNU General Public License, the Mozilla Public License or any similar open source licensing arrangement, except as set forth in Schedule 3.26.

(l) No grants, loans or funding were provided, and no credits are owing, from any Governmental Authority for the development of the Ockham Software.

(m) The Vendor has complied with any obligations for delivery to its customers of the Business of releases and upgrades of the Ockham Software required under the agreements between the Vendor and its customers.

(n) Schedule 3.26 sets out a true, correct and complete list of all Third Party Software and Software Licences and such licences are fully paid up.

(o) The Vendor has lawfully acquired the right(s) to use the Third Party Software in the manner in which it has been used and is currently being used by the Vendor and in the manner currently contemplated to be used in the future.

(p) The Vendor has entered into Software Licences pursuant to which the Vendor has been granted licenses and permissions to use the Third Party Software to the extent required to operate all aspects of the Business as it is being operated at the same level of performance as it is being operated as of Closing.

(q) All Software Licenses are in good standing and the Vendor is not in default of its obligations thereunder. Except as set out in Schedule 3.26, the rights licensed under each Software License will be enforceable by the Purchaser on and after Closing to the same extent as by the Vendor prior to Closing. Except as set out in Schedule 3.26, the Vendor does not require that the Third Party Software be incorporated into the Ockham Software in order for the Vendor to operate all aspects of the Business as it is currently being operated.

(r) Neither the entering into nor the performance of this Agreement breaches any duty or obligation owed to any Person under any Software License.

(s) The Vendor is not a party to any action or proceeding, nor, to the knowledge of the Vendor has any action or proceeding been threatened that alleges that any past, current or proposed use or other exploitation of any Third Party Software by the Vendor in the conduct of the Business has infringed or otherwise conflicted with, does infringe or otherwise conflict with, or will infringe or otherwise conflict with, any and all rights or interests of any Person.

(t) The use of the Third Party Software by the Vendor in the conduct of the Business is limited only by customary licensing restrictions. There are no outstanding orders, judgments, decrees or stipulations restricting such use of the Third Party Software other than as set out in the Software Licenses.

3.27 Sale of Products and Performance of Services.

(a) Each product, system, program, Proprietary Asset owned or licensed by the Vendor or other asset designed, developed, manufactured, assembled, sold, installed, repaired, licensed or otherwise made available by the Vendor to any person in relation to the Ockham Software (i) conformed and complied in all material respects at the applicable time with the terms and requirements of any applicable warranty, or other contract and with all requirements of applicable Law, which were not (or, if current, are not scheduled to be) corrected, repaired or otherwise rendered so compliant, whether in respect of specific customer installation or in an upgrade or maintenance release of the applicable product, other than as required for the installation for similar software, (ii) contained no material defects, nonconformities with specifications or associated user documentation or malfunctions which would materially affect the functioning in accordance with its associated user documentation of such item or any other associated item, (iii) was fully interoperable in material respects with the hardware and operating platforms, if any, specified in any accompanying user documentation, provided that it was used in accordance with the applicable user documentation, and (iv) was free of any bug, virus, design defect or other defect or deficiency at the time it was sold or otherwise made available other than any immaterial bug or similar defect that has not had and would not have an adverse effect, in any material respect, on such product, system, program, Proprietary Asset or other asset (or the operation or performance thereof).

(b) All installation services, programming services, integration services, repair services, maintenance services, support services, training services, upgrade services and other services that have been performed by the Vendor in connection with the Business were performed properly and in conformity in all material respects with the terms and requirements of all applicable warranties and applicable Law.

(c) No customer or other person has asserted or, to the knowledge of the Vendor, threatened to assert any claim against the Vendor under or based upon any warranty provided by or on behalf of the Vendor, or in respect of or based upon any services performed by the Vendor in connection with the Business.

3.28 <u>Inventory.</u>

The Vendor has no inventory.

3.29 <u>Legal Proceedings.</u>

There is no Legal Proceeding in progress or pending, or, to the knowledge of the Vendor, threatened against or relating to the Vendor (or any of its officers or directors), any Member, the Business or the Purchased Assets by any Person (including, without limitation, the Vendor) before any Governmental Authority, which, if determined adversely to the Vendor or any Member, would,

(a) have a Material Adverse Effect;

(b) enjoin, restrict, delay or prohibit the transfer of all or any of the Purchased Assets as provided for in this Agreement; or

(c) prevent the Vendor or any Member from fulfilling any of their obligations set out in this Agreement or arising from this Agreement;

and the Vendor has no knowledge of any existing ground or circumstance on which any such Legal Proceeding might be commenced with any reasonable likelihood of success. There is no judgment, decree, injunction, rule or order of any Governmental Authority or arbitrator outstanding against the Vendor or, to its knowledge, any Member. The Vendor is not now, nor has it been in the past five years, subject to any proceeding with (i) the Federal Trade Commission or the Equal Employment Opportunity Commission or any comparable body of any state or political subdivision or (ii) any other Governmental Authority which affects in any way the Vendor or the Business.

3.30 <u>Contracts.</u>

(a) Each Contract to which the Vendor is a party is a valid and binding agreement, and is in full force and effect, and neither the Vendor nor, to the knowledge of the Vendor, any other party thereto is in breach or default (whether with or without the passage of time or the giving of notice or both) under the terms of any such Contract. Except as set forth in <u>Schedule 3.30</u>, the Vendor has not assigned, delegated, or otherwise transferred any of its rights or obligations with respect to any Contracts, or granted any power of attorney with respect thereto. The Vendor has given a true and correct fully executed copy of each material Contract to the Purchaser.

(b) Save and except for Contracts which are listed in a Schedule to this Agreement, <u>Schedule 2.1(d)</u> lists each material Contract, including, but not limited to:

(i) any Contract pursuant to which the Vendor is required to pay, has paid or is entitled to receive or has received an amount in excess of $10,000 during the current fiscal year or any one of the two preceding fiscal years;

(ii) all employment contracts and sales representatives contracts;

(iii) all material sales, agency, factoring, commission and distribution contracts to which the Vendor is a party;

(iv) all joint venture, strategic alliance, limited liability company and partnership agreements to which the Vendor is a party;

(v) all significant documents relating to any acquisitions or dispositions of assets by the Vendor (other than of dispositions of Inventory in the ordinary course of business);

(vi) all secrecy, confidentiality and nondisclosure agreements restricting the conduct of the Vendor;

(vii) all guarantees, with the terms and conditions and privacy policies and other provisions of the Websites indemnification arrangements and other hold harmless arrangements made or provided by the Vendor;

(viii) all website hosting contracts or agreements;

(ix) all Contracts or agreements with or pertaining to the Vendor to which any Member or any Affiliate of any Member is a party;

(x) all agreements relating to real property, including any real property lease, sublease, or space sharing, license or occupancy agreement, whether the Vendor is granted or granting rights thereunder to occupy or use any premises;

(xi) all material agreements relating to Tangible Assets;

(xii) all agreements relating to outstanding Indebtedness; and

(xiii) all material agreements relating to the Proprietary Assets.

(c) Except as set forth in Schedule 3.30, the Vendor is not subject to any Contract which prohibits, limits or restricts any use by it of any information regarding its customers, including limiting the solicitation of or other communication by it with its customers or providing any information regarding its customers to any third party. The Vendor has acted in compliance in all material respects with all terms and conditions and privacy policies published on each Website (collectively, "**Website Rules**"), including with respect to its use of information regarding customers. The disclosure to the Purchaser, and the use by it, of customer identities and information regarding them and communications with them by the Purchaser shall not violate any Contract or any Website Rules.

(d) The Vendor is in compliance with all covenants, including all financial covenants, in all notes, indentures, bonds and other instruments or agreements evidencing any Indebtedness.

(e) There are no renegotiations of, attempts to renegotiate or outstanding rights to renegotiate any material amounts paid or payable to the Vendor under current or completed Contracts with any Person having the contractual or statutory right to demand or require such renegotiation and no such Person has made written demand for such renegotiation.

3.31 Permits.

Schedule 3.31 is a complete and correct list of each material license, franchise, permit, order or approval or other similar authorization from a Governmental Authority affecting, or relating in any way to, the Business, together with the name of the Governmental Authority issuing the same (the "**Permits**"). Each of the Permits is in full force and effect in accordance with its terms, and there have been no violations of such Permits and no proceedings are pending or, to the knowledge of the Vendor, threatened, which could result in its revocation, termination or limitation and all steps have been taken and filings made on a timely basis with respect to each such Permit and its renewal. Except as set forth in Schedule 3.31, upon the Vendor Consents with respect to such Permits, if any, being obtained prior to the Closing Date, each such Permit shall be transferable by the Vendor, and none of the Permits shall, assuming the Vendor Consents with respect to such Permits, if any, have been obtained or waived prior to the Closing Date, be terminated or impaired or become terminable as a result of the transactions contemplated hereby. The Vendor has all Permits necessary to operate the Business in compliance with all Laws.

3.32 Equipment Contracts.

Schedule 3.32 sets forth a complete list of all Equipment Contracts together with a description of the equipment and other assets to which the Equipment Contracts relate. True and complete copies of all of the Equipment Contracts have been provided to the Purchaser, all of the Equipment Contracts are in full force and effect, unamended and no default exists on the part of the Vendor or, to the knowledge of the Vendor, on the part of any of the other parties to such Contracts. The interest of the Vendor under each of the Equipment Contracts is held free and clear of any Encumbrance, and all payments due from the Vendor under the Equipment Contracts have been duly and punctually paid.

3.33 Compliance with Laws.

The Vendor is not in violation of, has not violated and, to the best knowledge of the Vendor, is not under investigation with respect to nor has been threatened to be charged with or given notice of, any violation or alleged violation of, any Law or Order, nor is there any basis for any such charge.

3.34 Pre-payments.

Except as set forth in Schedule 3.34, the Vendor has not received any payments with respect to any services to be rendered or goods to be provided after the Closing.

3.35 Environmental Matters.

(a) The Vendor is in compliance in all material respects with all applicable Environmental Laws, and the Vendor has not received any written communication from any Governmental Authority that alleges that the Vendor is not in compliance with applicable Environmental Laws.

(b) The Vendor has no actual knowledge (without any independent external investigation or enquiry) of any Environmental Claim with respect to the Leased

Real Property pending or threatened against (i) the Vendor, (ii) any Person whose liability for any Environmental Claim has been retained or assumed contractually by the Vendor, or (iii) any real personal property or operations which the Vendor owns, leases or operates, in whole or in part.

3.36 Employees.

Schedule 3.36 sets forth a true and complete list of the names, titles, annual salaries or wage rates and other compensation, vacation and fringe benefits, claims under benefit plans, resident alien status (if applicable), residence addresses, social security numbers, relationship to any Member and office location of all Employees, indicating part-time and full-time employment and all changes in salaries and wage rates per employee since the Financial Statements Date. Except as set forth in Schedule 3.36, the Vendor has not promised any employee, consultant or agent of the Vendor that he or she shall be employed by or receive any particular benefits from the Purchaser on or after the Closing. Schedule 3.36 sets forth a true and complete list of the names, addresses and titles of the managers and officers of the Vendor.

3.37 Compliance with Employment Laws.

The Vendor has complied in all material respects with all applicable Employment Laws and Orders relating to employment or labor. To the knowledge of the Vendor, no such Law or Order requires the Purchaser to give any notice, make any filing, receive any approval, or take any other action to, with, or from or with respect to any Governmental Authority in connection with the transactions contemplated hereby. There is no legal prohibition with respect to the permanent residence of any employee of the Vendor in the United States or his or her permanent employment by the Vendor or the Purchaser. No present or former employee, officer or director of the Vendor has, or shall have at the Closing Date, any claim against the Purchaser for any matter including, without limitation, for wages, salary, vacation, severance, or sick pay except for the same incurred in the ordinary course of business for the last payroll period prior to the Closing Date. There is no:

(a) charge or complaint against the Vendor alleging a violation of any Employment Law including any charge or complaint filed with the National Labor Relations Board or any comparable Governmental Authority;

(b) pending labor strike, slowdown, work stoppage or other material labor trouble affecting the Vendor and there has not been any of the forgoing during the past three years;

(c) material labor grievance pending against the Vendor;

(d) pending representation question respecting the employees of the Vendor; or

(e) pending arbitration proceeding arising out of or under any collective bargaining agreement to which the Vendor is a party.

In addition, to the knowledge of the Vendor: (i) none of the matters specified in clauses (a) through (e) above is threatened against the Vendor; (ii) no union organizing activities have taken place with respect to the Vendor; (iii) no basis exists for which a claim may be made under any collective bargaining agreement to which the Vendor is a party; and (iv) each of the Members is in good health.

3.38 Benefit Plans.

(a) Schedule 3.38 sets forth a complete list of the Benefit Plans that are maintained, administered or contributed to by the Vendor, or which cover any employee or former employee of the Vendor. No Benefit Plan is maintained, administered or contributed to by any entity other than the Vendor and no Benefit Plan is maintained under any trust arrangement which covers any employee benefit arrangement which is not a Benefit Plan. Current and complete copies of all written Benefit Plans, or, where oral, written summaries of the terms of such Benefit Plans, have been provided or made available to the Purchaser together with current and complete copies of all documents relating to the Benefit Plans. The Vendor does not have any employee benefit plans within the meaning of Section 3(3) of ERISA.

(b) The Vendor has complied with all of its obligations in respect of the Benefit Plans. To the knowledge of the Vendor, no default or violation by any other Person has occurred in relation to obligations under any Benefit Plan. Each Benefit Plan is and has been established, registered, qualified, invested, administered and maintained in all respects in compliance with its terms and the requirements prescribed by all applicable Laws, including, but not limited to, ERISA and the Code.

(c) None of the Benefit Plans provide for benefit increases or the acceleration of, or an increase in, funding obligations that are contingent upon or shall be triggered by the entering into of this Agreement or the completion of the transactions provided for in this Agreement. The execution of this Agreement and the consummation of the transactions contemplated hereby do not and will not constitute an event under any Employee Plan which, either alone or upon the occurrence of a subsequent event, will or may result in any payment, acceleration, vesting or increase in benefits to any employee or former employee of the Vendor.

(d) All employer or Employee payments, contributions or premiums required to be remitted, paid to or in respect of each Benefit Plan have been paid or remitted in a timely fashion in accordance with its terms and all Laws or adequate accruals therefor have been made on the Financial Statements. No Taxes, penalties or fees are owing or exigible under or in relation to any Benefit Plan. All reasonably anticipated obligations of the Vendor with respect to Employees (except for those related to wages during the pay period immediately prior to the Closing Date and arising in the ordinary course of the Business), whether arising by operation of Law, by contract, by past custom, or otherwise, for salaries and holiday pay, bonuses and other forms of compensation payable to the Employees in respect of the services rendered by any of them prior to the date hereof have been or shall be paid by the Vendor prior to the Closing Date.

(e) All Employee data necessary to administer each Benefit Plan is in the possession of the Vendor as part of the Books and Records and is in a form which is sufficient for the proper administration of the Benefit Plan in accordance with its terms and all Laws and such data is complete and correct.

(f) Each Pension Plan is "qualified" within the meaning of Section 401(a) of the Code, and has been qualified during the period from the date of its adoption to the date of this Agreement, and each trust created thereunder is tax-exempt under Section 501(a) of the Code. Neither the Vendor nor any trade or business, whether or not incorporated, which is deemed to be under common control or affiliated with the Vendor within the meaning of ERISA Section 4001 or Code Sections 414(b), (c), (m) or (o) (an "ERISA Affiliate") has ever maintained, adopted or established, contributed or been required to contribute to, or otherwise participated or been required to participate in, nor will they become obligated to do so through the Closing Date, in any defined benefit pension plan "multiemployer plan" (as defined in Section 3(37) of ERISA).

(g) There are no pending or, to the knowledge of the Vendor, threatened (i) claims, suits or other proceedings by any employees, former employees or plan participants or the beneficiaries, spouses or representatives of any of them, other than ordinary and usual claims for benefits by participants or beneficiaries, or (ii) suits, investigations or other proceedings by any federal, state, local or other Governmental Authority, of or against any Benefit Plan, the assets held thereunder, the trustee of any such assets, or the Vendor relating to any of the Benefit Plans.

(h) No Benefit Plan provides benefits, including, without limitation, any severance or other post-employment benefit, salary continuation, termination, death, disability, or health or medical benefits (whether or not insured), life insurance or similar benefit with respect to current or former employees (or their spouses or dependents) of the Vendor beyond their retirement or other termination of service other than (i) coverage mandated by applicable Law, (ii) death, disability or retirement benefits under any Pension Plan, (iii) deferred compensation benefits accrued as liabilities on the Financial Statements or (iv) benefits, the full cost of which is borne by the current or former employee (or his or her beneficiary).

3.39 <u>Employment Matters.</u>

(a) There are no collective agreements or related documents, including benefit agreements, letters of understanding, letters of intent and other written communications, with bargaining agents or unions by which the Vendor is bound or which impose any obligations upon the Vendor or set out the understanding of the parties with respect to the meaning of any provisions of any collective agreement. The Vendor has not made any agreements, whether directly or indirectly, with any labor union, employee association or other similar entity or made commitments to or conducted negotiations with any labor union or employee association or other similar entity with respect to any future agreements. No trade union, employee association or other similar entity has any bargaining rights acquired by either certification or voluntary recognition with respect to the Employees. The Vendor has no knowledge of any current attempts to organize or establish any labor union, employee association or other similar entity affecting the Vendor or the Business.

(b) <u>Schedule 3.39</u> sets forth a true and complete list of all employment agreements, commission agreements or any other understanding between the Vendor and any Employee concerning the terms of such Employee's employment that does not apply to the Employees generally (collectively, "**Employment Agreements**"). The Vendor has delivered to the Purchaser a true and complete copy of each such Employment Agreement. Except for those Employees who are not "at will" employees pursuant to the terms of their Employment Agreement, all of the employees of the Business are "at will" employees.

(c) Except for the Employment Agreements described or listed in Schedule 3.39, there are no Employment Agreements which are not terminable on the giving of reasonable notice in accordance with applicable Law, nor are there any management agreements, retention bonuses or Employment Agreements providing for cash or other compensation or benefits upon the consummation of the transactions provided for in this Agreement.

(d) There are no Legal Proceedings nor, to the knowledge of the Vendor, are there any threatened Legal Proceedings, against the Vendor pursuant to any Employment Laws. To the knowledge of the Vendor, nothing has occurred which might lead to a Legal Proceeding against the Vendor under any Employment Laws. There are no outstanding decisions, orders or settlements or pending settlements under any Employment Laws which place any obligation upon the Vendor to do or refrain from doing any act.

(e) All current assessments under all applicable workers compensation legislation in relation to the Vendor and all of its contractors and subcontractors have been paid or accrued in the Books and Records and the Vendor has not been and is not subject to any special or penalty assessment under such legislation which has not been paid.

(f) The Vendor has not and is not engaged in any unfair labour practice and no unfair labour practice complaint, grievance or arbitration proceeding is pending or, to the knowledge of the Vendor, threatened against the Vendor.

(g) Schedule 3.39 contains a complete and accurate list of the following information for each Employee of the Vendor who has been terminated or laid off, or whose hours of work have been reduced by more than fifty percent (50%) by the Vendor, in the six (6) months prior to the date of this Agreement: (i) the date of such termination, layoff or reduction in hours, (ii) the reason for such termination, layoff or reduction in hours and (iii) the location to which the employee was assigned. The Vendor is and has been in compliance with all notice and other requirements under the Workers' Adjustment and Retraining Notification (WARN) Act and any similar state or local laws.

(h) The Vendor has on file a valid Form I-9 for each employee hired by the Vendor or any predecessor of the Vendor on or after November 7, 1986 and for such each employee where employment terminated on or after the date which is three years prior to the date of this Agreement. All of the Vendor's employees are (i) United States citizens or lawful permanent residents of the United States, (ii) aliens whose right to work in the United States is unrestricted, (iii) aliens who have valid, unexpired work authorization issued by the Department of Homeland Security or (iv) aliens who have been continually employed by Seller since November 6, 1986. With respect to the Vendor's employees, the Vendor has not been the subject of an immigration compliance or employment visit from, nor has the Vendor been assessed any fine or penalty by, or been the subject of any order or directive of, the United States Department of Labor or the Department of Homeland Security.

3.40 Personal Information.

The Vendor has a written privacy policy for the Business which governs the collection, use and disclosure of Personal Information and is in compliance in all material respects with such policy. To the knowledge of the Vendor, no misuse or misappropriation of Personal Information has occurred in respect of the Business. No claims of any misuse or, misappropriation of Personal Information have been made or asserted in respect of the operations of the Business.

3.41 Tax Matters.

Within the times and in the manner prescribed by Law, the Vendor has filed all required Tax Returns, which accurately and completely reflect Tax liability of the Vendor for the respective periods covered thereby, has paid or provided for all Taxes owing by it and has paid or provided for all deficiencies or other assessments of Taxes, interest or penalties owed by it; no taxing Governmental Authority has asserted any claim for the assessment of any additional Taxes of any nature; no taxing Governmental Authority in any jurisdiction where the Vendor has not filed Tax Returns or paid Taxes has claimed the Vendor is liable for Taxes imposed by such a jurisdiction; and, all Taxes required to be withheld or collected by the Vendor have been duly withheld or collected and, to the extent required, have been properly reported and paid to the proper taxing Governmental Authority or properly segregated or deposited as required by Law. Each Tax Return filed by the Vendor fully and accurately reflects its liability for Taxes for such year or period and accurately sets forth all items (to the extent required to be included or reflected in such returns) relevant to its future liabilities for Taxes, including the Tax basis of its properties and assets. No audit of any Tax Return of the Vendor or assertion of liability for Taxes against the Vendor is in progress or, to the knowledge of the Vendor, threatened. The Vendor has not waived or extended any applicable statute of limitations relating to the assessment or collection of any Taxes. No issue has been raised with the Vendor by any taxing Governmental Authority that is currently pending in connection with any Tax or Tax Return. No material issue has been raised in any examination by any taxing Governmental Authority with respect to the Vendor which, by application of similar principles, reasonably could be expected to result in a proposed deficiency for any other period not so examined. There are no unresolved issues or unpaid deficiencies relating to any such examination. The Vendor has delivered to the Purchaser true and correct copies of all of the Tax Returns of the Vendor for all periods from and after the date of its formation. The Vendor has not made an election to be taxable as an association (corporation) under Treasury Regulation, Section 301.7701-3.

3.42 Finders' Fees.

There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Vendor or, to the knowledge of the Vendor, any Member or any of their respective Affiliates who might be entitled to any fee or commission from the Purchaser or any of its Affiliates upon consummation of the transactions contemplated by this Agreement.

3.43 Powers of Attorney and Suretyships.

Except as set forth in Schedule 3.43, the Vendor has not granted any general or special powers of attorney outstanding (whether as grantor or grantee thereof) or any obligation or liability (whether actual, accrued, accruing, contingent, or otherwise) as guarantor, surety, co-signer, endorser, co-maker, indemnitor or otherwise in respect of the obligation of any Person.

3.44 Purchase of Shares.

The Vendor (i) is aware that the Payment Shares are being issued to it pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Section 4(2) thereunder, (ii) is aware that the Payment Shares will be "restricted" securities within the meaning of Rule 144 under the U.S. Securities Act, and (iii) the Vendor is acquiring the Payment Shares solely for the account of the Vendor, solely for investment purposes and not with a view to resale or distribution in violation of United States federal or state securities laws, and that no other person has, or will acquire, any direct or indirect interest in the Payment Shares other than the Members.

3.45 Insurance.

Schedule 3.45 contains a complete and accurate list of all current insurance policies maintained by the Vendor and relating to the Business. All such insurance policies are valid and enforceable and in full force and effect, all premiums owing in respect thereof have been timely paid, and the Vendor has not received any written notice of any material premium increase or cancellation with respect to any such insurance policies. All such insurance policies contain coverages that are adequate and prudent in light of the risks inherent in the Business. Schedule 3.45 also contains a list, in connection with the Business, of all pending claims and any claims in the past three (3) years with any insurance company made by the Vendor and any matters within the previous three (3) years of a denial of coverage of the Vendor by any insurance company.

3.46 Absence of Certain Payments.

To the knowledge of the Vendor, neither the Vendor nor any of its Affiliates, nor any of their respective officers, directors, principals, agents or employees, nor any Affiliate of any of the foregoing, have with respect to the Business (a) engaged in any activity prohibited by the United States Foreign Corrupt Practices Act of 1977 or any other similar law, regulation or decree, directive or order of any Governmental Authority or (b) without limiting the generality of the preceding clause (a), used any corporate or other funds for unlawful contributions, payments, gifts or entertainment, or made any unlawful expenditures relating to political activity to officials of any Governmental Authority. To the knowledge of the Vendor, neither the Vendor nor any of its officers, directors, principals, agents or employees, nor any Affiliate of any of the foregoing, has accepted or received any unlawful contributions, payments, gifts or expenditures.

3.47 Other Information.

Neither this Agreement nor any of the documents or other information made available to the Purchaser or its Affiliates, attorneys, accountants, agents or representatives pursuant hereto or in connection with the Purchaser's due diligence review of the Business or the transactions contemplated by this Agreement contains or shall contain any untrue statement of a material fact or omits or shall omit to state a material fact necessary in order to make the statements contained therein not misleading. To the knowledge of the Vendor, the Vendor has provided the Purchaser with all material information regarding the Business.

Article IV
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER AND PARENT

The Purchaser and Parent represent and warrant to the Vendor as follows:

4.1 Due Incorporation

(a) The Purchaser is a corporation duly organized, validly existing and as of Closing shall be in good standing under the laws of Barbados. The Purchaser has all requisite power and authority, corporate and otherwise, and all governmental licenses, franchises, permits, authorizations, consents and approvals required to own, lease, and operate its assets, properties and businesses and to carry on its business as now conducted on the date hereof. The Purchaser has not adopted any plan, or made any agreement in respect of any merger, consolidation, sale of all or substantially all of its assets, reorganization, recapitalization, dissolution or liquidation.

(b) The Parent is a corporation duly organized, validly existing and as of Closing shall be in good standing under the laws of the Province of Ontario. The Parent has all requisite power and authority, corporate and otherwise, and all governmental licenses, franchises, permits, authorizations, consents and approvals required to own, lease, and operate its assets, properties and businesses and to carry on its business as now conducted on the date hereof.

4.2 Corporate Authorization.

(a) The execution, delivery and performance by the Purchaser of this Agreement and each of the other Additional Agreements to which it is a party and the consummation by the Purchaser of the transactions contemplated hereby and thereby are within the corporate powers of the Purchaser and have been duly authorized by all necessary corporate action on the part of the Purchaser. This Agreement constitutes, and upon their execution and delivery, each of the Additional Agreements shall constitute, the valid and legally binding agreement of the Purchaser, enforceable against it in accordance with their respective terms.

(b) The execution, delivery and performance by the Parent of this Agreement and each of the other Additional Agreements to which it is a party and the consummation by the Parent of the transactions contemplated hereby and thereby are within the corporate powers of the Parent and have been duly authorized by all necessary corporate action on the part of the Parent. This Agreement constitutes, and upon their execution and delivery, each of the Additional Agreements shall constitute, the valid and legally binding agreement of the Parent, enforceable against it in accordance with their respective terms. Other than as disclosed to the public at any time and from time to time, the Parent has not adopted any plan, or made any agreement in respect of any merger, consolidation, sale of all or substantially all of its assets, reorganization, dissolution or liquidation.

4.3 Issuance of Shares.

The authorized capital stock of the Parent consists of an unlimited number of voting common shares and, as of the date hereof, there are 28,759,577 common shares of the Parent issued and outstanding. Each of the Payment Shares will be, when issued in accordance with the terms of this Agreement: (i) issued pursuant to an available exemption from the registration requirements of the U.S. Securities Act and in compliance with all applicable state securities laws, and in compliance with all applicable federal and provincial Laws concerning the issuance of securities by a Canadian public company (subject to Exchange Approval); and (ii) duly authorized, validly issued, fully paid and non-assessable.

4.4 Proceedings.

There are no Legal Proceedings pending or, to the knowledge of the Purchaser or the Parent, threatened against, the Purchaser or the Parent which, if adversely determined, would reasonably be expected to adversely affect or restrict the ability of the Purchaser or the Parent to consummate the transactions contemplated by this Agreement. There is no Order to which the Purchaser or the Parent is subject which would reasonably be expected to adversely affect or restrict the ability of the Purchaser or the Parent to consummate the transactions contemplated by this Agreement.

Article V
COVENANTS OF VENDOR PENDING CLOSING

The Vendor covenants and agrees that:

5.1 Conduct of the Business.

From the date hereof through the Closing Date, the Vendor shall, conduct the Business only in the ordinary course (including the payment of accounts payable and the collection of accounts receivable), consistent with past practices, and shall not enter into any material transactions without the prior written consent of the Purchaser, and shall use their respective commercially reasonable efforts to preserve intact the business relationships of the Vendor with employees, advertisers, suppliers, customers and other third parties.

Without limiting the generality of the foregoing, from the date hereof until the Closing Date, without the Purchaser's prior written consent, the Vendor shall not:

(a) amend, waive any provision of, terminate prior to its scheduled expiration date, or otherwise compromise in any way, any Contract (including any Contracts described in clause (b) below), or any other right or asset of the Vendor;

(b) enter into a Contract which (i) is with respect to real property, (ii) extends for a term of one year or more or (iii) obligates the payment of more than $10,000 (individually or in the aggregate);

(c) make any capital expenditures in excess of $10,000 (individually or in the aggregate);

(d) sell, lease, license or otherwise dispose of any assets or assets covered by any Contract except pursuant to any existing Contracts disclosed herein;

(e) pay, declare or promise to pay any dividends or other distributions with respect to its membership interests, or pay, declare or promise to pay any other payments to any Member or any Affiliate of the Vendor;

(f) authorize any salary increase for any employee or change the bonus or profit sharing policies of the Vendor;

(g) obtain or suffer to exist any Indebtedness in excess of $10,000 in the aggregate;

(h) other than in the ordinary course of Business, suffer or incur any Encumbrance on any asset of the Vendor except for Encumbrances existing as of the date hereof as set forth in a Schedule hereto;

(i) suffer any damage, destruction or loss of property related to any assets of the Vendor, whether or not covered by insurance;

(j) delay, accelerate or cancel any Accounts Receivables or Indebtedness owed to the Vendor or write-off or make further reserves against the same;

(k) merge or consolidate with or acquire any other Person or be acquired by any other Person;

(l) allow any insurance policy protecting the assets of the Vendor to lapse;

(m) except as required by Law, make any change in its accounting principles or methods or write down the value of any inventory or assets;

(n) change the place of business of the Vendor;

(o) extend any loans other than travel or other expense advances to employees in the ordinary course of business not to exceed $10,000 individually or $20,000 in the aggregate;

(p) issue, redeem or repurchase any Units;

(q) reduce the prices of products or services for customers except in the ordinary course of the Business;

(r) effect or agree to any change in any practices or terms, including payment terms, with respect to customers or suppliers;

(s) hire any employees, consultants or advisors, except the hiring of Members as consultants of the Vendor in the ordinary course of Business and on terms consistent with past practices and as may be agreed to in writing by the Purchaser;

(t) except as required by Law, make or rescind any election related to Taxes, file any amended income Tax Return or make any changes in its methods of Tax accounting; or

(u) agree to do any of the foregoing.

The Vendor shall not, (i) take or agree to take any action that is reasonably expected to make any representation or warranty of the Vendor hereunder inaccurate in any respect at, or as of any time prior to, the Closing Date or (ii) omit to take, or agree to omit to take, any action necessary to prevent any such representation or warranty from being inaccurate in any material respect at any such time. The Purchaser shall be deemed to have consented to any action requiring its consent hereunder unless it objects within ten (10) Business Days following a request for consent from the Vendor.

5.2 Access to Information.

From the date hereof until and including the Closing Date, the Vendor shall, (a) continue to give the Purchaser, its counsel and other representatives reasonable access to the offices, properties and Books and Records of the Vendor, (b) furnish to the Purchaser, its counsel and other representatives such information relating to the Business as such Persons may request, and (c) cause the Employees, counsel, accountants and representatives of the Vendor to offer reasonable co-operation with the Purchaser in its investigation of the Business; provided that no investigation pursuant to this Section 5.2 (or any investigation prior to the date hereof) shall affect any representation or warranty given by the Vendor.

5.3 Notices of Certain Events.

The Vendor shall promptly notify the Purchaser of:

(a) any notice or other communication from any Person alleging or raising the possibility that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement or that the transactions contemplated by this Agreement might give rise to any claims or causes of action or other rights by or on behalf of such Person or result in the loss of any rights or privileges of the Vendor to any such Person or any Encumbrance or any of Purchased Assets;

(b) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(c) any actions, suits, claims, investigations or proceedings commenced or threatened against, relating to or involving or otherwise affecting the Purchased Assets, the Vendor, the Business or, to its knowledge, any Member or that relate to the consummation of the transactions contemplated by this Agreement; and

(d) the occurrence of any fact or circumstance which is reasonably likely to make any representation made hereunder by the Vendor false in any respect or result in the omission or the failure to state a material fact.

5.4 Exclusivity.

So long as this Agreement is in effect, neither the Vendor nor anyone acting on its behalf shall, directly or indirectly, (i) encourage, solicit, initiate or participate in discussions or negotiations with, or provide any information to or cooperate in any manner with any Person, other than the Purchaser or its Affiliates (collectively "**Excluded Persons**"), or an officer, partner, employee or other representative of an Excluded Person, concerning the sale of all or any part of the Business of the Vendor or the membership interests or other securities of the Vendor to a Person other than the Purchaser, whether such transaction takes the form of a sale of membership interests or assets, merger, consolidation or otherwise or any joint venture or partnership, or (ii) otherwise solicit, initiate or encourage the submission of any proposal contemplating the sale of all or any part of the Business of the Vendor or the membership interests or other securities of the Vendor to a Person other than the Purchaser, whether such transaction takes the form of a sale of membership interests or assets, merger, consolidation or otherwise or any joint venture or partnership or (iii) consummate any such transaction or accept any offer or agree to engage in any such transaction. The Vendor shall promptly (within 24 hours) communicate to the Purchaser the terms of any proposal, contract or sale which it may receive in respect of any of the foregoing and respond to any such communication in a manner reasonably acceptable to the Purchaser. The Vendor under this Section 5.4 shall include the identity of the person making such proposal or offer, copies (if written) or a written description of the terms (if oral) thereof and any other such information with respect thereto as the Purchaser may reasonably request.

5.5 Reporting and Compliance With Law.

From the date hereof through the Closing Date, the Vendor shall duly and timely file all Tax Returns required to be filed with any Governmental Authority, timely pay or withhold any and all Taxes required by any Governmental Authority and duly observe and conform, in all material respects, to all applicable Laws and Orders.

5.6 Injunctive Relief.

If the Vendor breaches, or threatens to commit a breach of, any of the covenants set forth in Section 5.4 (the "**Restrictive Covenants**"), the Purchaser shall have the following rights and remedies, which shall be in addition to, and not in lieu of, any other rights and remedies available to the Purchaser by agreement (including those set forth in Section 11.1 hereof), under law or in equity:

(a) The right and remedy to have the Restrictive Covenants specifically enforced by any court having equity jurisdiction, all without the need to post a bond or any other security or to prove any amount of actual damage or that money damages would not provide an adequate remedy, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to the Purchaser and that monetary damages shall not provide adequate remedy to the Purchaser; and

(b) The right and remedy to require the Vendor, (i) to account for and pay over to the Purchaser all compensation, profits, monies, accruals, increments or other benefits derived or received by the Vendor or any associated party as the result of any such breach; and (ii) to indemnify the Purchaser against any other losses, damages (including special and consequential damages), costs and expenses, including actual attorneys fees and court costs, which may be incurred by it and which result from or arise out of any such breach or which reasonably result from or arise out of any such threatened breach.

5.7 Efforts to Obtain Consents.

The Vendor, Purchaser and Parent hereby agree to use their commercially reasonable efforts to obtain each of the Vendor Consents as promptly as practicable hereafter.

5.8 Tax Matters.

(a) The Vendor shall prepare or cause to be prepared and, subject to the Purchaser's review and approval, file or cause to be filed on a timely basis all Tax Returns with respect to the Vendor for taxable periods ending on or prior to the Closing Date. The Vendor shall prepare or cause to be prepared such Tax Returns on a basis consistent with the similar Tax Returns for the immediately preceding periods and shall not make, amend, revoke or terminate any election or change any tax accounting method, practice or procedure without the Purchaser's consent except as provided herein. The Vendor shall give a copy of each such Tax Return to the Purchaser prior to filing and shall not file the same without the Purchaser's reasonable approval, provided, however, that in the event any such Tax Return has been provided to the Purchaser for its review at least ten (10) Business Days prior to the date such Tax Return is due and the Vendor has not received notice of either the Purchaser's approval or disapproval of such Tax Return on the date such Tax Return is due, the Vendor may file such Tax Return on its due date. The Vendor shall timely pay the Taxes shown to be due and owing by the Vendor or the Members on such Tax Returns.

(b) The Vendor covenant that the sale contemplated hereunder shall be reported for all Tax purposes as a sale of assets giving rise to taxable gain or loss.

5.9 Insolvency Restriction.

The Vendor shall not be permitted to, and shall not, dissolve, liquidate or otherwise cease its existence until such time as all of the Payment Shares held in escrow under the Escrow Agreement have been released from escrow in accordance with the terms of the Escrow Agreement.

Article VI
COVENANTS OF ALL PARTIES

The Parties covenant and agree that:

6.1 Best Efforts; Further Assurances.

Subject to the terms and conditions of this Agreement, each Party shall use its best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable Laws, and in the case of the Vendor as reasonably requested by the Purchaser, to consummate and implement expeditiously the transactions contemplated by this Agreement. The Parties shall execute and deliver such other documents, certificates, agreements and other writings and take such other actions as may be reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

6.2 Confidentiality of Transaction.

Any information (except publicly available or freely usable material obtained from another source) respecting any Party or its Affiliates shall be kept in strict confidence by all other Parties to this Agreement and their agents. Except as required by Law, neither the Vendor nor any of their respective Affiliates, managers, members, directors, officers, employees or agents shall disclose the terms of the transactions contemplated hereunder at any time, currently, or on or after the Closing, regardless of whether the Closing takes place, except as necessary to their attorneys, accountants and professional advisors, in which instance such persons and any employees or agents of the Vendor shall be advised of the confidential nature of the terms of the transaction and shall themselves be required by the Vendor to keep such information confidential. Except as required by Law or any regulatory authority or stock exchange having jurisdiction, each Party shall retain all information obtained from the other and their lawyers on a confidential basis except as necessary to their attorneys, accountants and professional advisors, in which instance such persons and any employees or agents of such Party shall be advised of the confidential nature of the terms of the transaction and shall themselves be required by such Party to keep such information confidential. Notwithstanding the preceding, nothing in this Agreement or the Additional Agreements shall preclude the Vendor or the Members from disclosing such information as is reasonably required for them to perform their obligations under such agreements, including the Vendor's obligation to obtain the Vendor Consents.

Article VII
CONDITIONS TO CLOSING

7.1 Condition to the Obligations of the Vendor, the Purchaser and the Parent.

The obligations of the Vendor, the Purchaser and the Parent to consummate the Closing are subject to the satisfaction of all the following conditions:

(a) no provision of any applicable Law or Order shall prohibit or impose any condition on the consummation of the Closing or limit in any material way the Purchaser's right to control or operate the Business or any material portion thereof; and

(b) there shall not be pending or threatened any proceeding by a third-party to enjoin or otherwise restrict the consummation of the Closing.

7.2 Conditions to Obligations of the Purchaser.

In addition to the terms and provisions of Section 9.2 hereof, the obligation of the Purchaser and Parent to consummate the Closing is subject to the satisfaction, or the waiver at the Purchaser's sole and absolute discretion, of all the following further conditions:

(a) (i) The Vendor shall have duly performed all of its respective obligations hereunder required to be performed by it at or prior to the Closing Date, (ii) the representations and warranties of the Vendor contained in this Agreement, the Additional Agreements and in any certificate or other writing delivered by the Vendor pursuant hereto, disregarding all qualifications and exceptions contained therein relating to materiality or Material Adverse Effect, shall be true and correct at and as of the Closing Date, as if made at and as of such date with only such exceptions as could not in the aggregate reasonably be expected to have a Material Adverse Effect, (iii) there shall have been no event, change or occurrence which individually or together with any other event, change or occurrence, could reasonably be expected to have a Material Adverse Change or a Material Adverse Effect, regardless of whether it involved a known risk, and (iv) the Purchaser shall have received a certificate signed by the President and Chief

Financial Officer of the Vendor to the effect set forth in clauses (i), (ii) and (iii) of this Section 7.2(a).

(b) No Governmental Authority shall have issued any Order, or have pending before it, a proceeding for the issuance of an Order, and there shall not be any provision of any applicable Law, statute, rule or regulation, in each case restraining or prohibiting the consummation of the Closing or the effective operation or enjoyment by the Purchaser as the purchaser of the Business after the Closing Date.

(c) All required approvals from all Government Authorities shall have been obtained, including the Exchange Approval, in a form and substance satisfactory to the Purchaser.

(d) The Purchaser shall have received all documents it may reasonably request relating to the existence of the Vendor and the authority of the Vendor to enter into and perform its respective obligations under this Agreement, all in form and substance reasonably satisfactory to the Purchaser and its legal counsel, acting reasonably, including (i) a copy of the articles of organization of the Vendor certified as of a recent date by the Secretary of State of Georgia, (ii) copies of the operating agreement of the Vendor as effective on the date hereof; (iii) copies of resolutions duly adopted by the Board of Managers of the Vendor and by the unanimous vote or consent of the Members authorizing this Agreement and the Additional Agreements and the transaction contemplated hereby and thereby, (iv) a certificate of the Secretary of the Vendor certifying each of the foregoing and as to signatures of the officer(s) authorized to execute this Agreement and any certificate or document to be delivered pursuant hereto, together with evidence of the incumbency of such Secretary, and (v) a recent good standing certificate regarding the Vendor from the office of the Secretary of State of the State of Georgia, and each other jurisdiction in which the Vendor is qualified to do business.

(e) The Purchaser shall be fully satisfied, in its sole discretion which shall be exercised in good faith, with the results of its and its representatives' review of the Vendor and the Business (including any review of the assets, financial condition, and prospects of the Business); provided, that no such review shall affect any representation or warranty of the Vendor given hereunder or in any instrument related to the transactions contemplated hereby.

(f) The Purchaser shall have received all of the Vendor Consents, in form and substance reasonably satisfactory to the Purchaser, and no such Vendor Consent shall have been revoked.

(g) The Vendor shall have delivered to the Purchaser documents satisfactory to the Purchaser to evidence the release of all Encumbrances on any portion of the assets of the Vendor and the filing of appropriate UCC-3 Termination Statements.

(h) The Vendor and applicable escrow agent shall have entered into and delivered to the Purchaser an escrow agreement (the "**Escrow Agreement**") in a form satisfactory to the Purchaser and the Vendor, acting reasonably.

(i) The Vendor shall have no Indebtedness other than Indebtedness reflected on the Interim Financial Statements.

(j) The Vendor shall have entered into and delivered to the Purchaser a Subscription Agreement substantially in the form attached hereto as Exhibit 3 (the "**Subscription Agreement**"), and the same shall be in full force and effect.

(k) Each present and former Employee, contractor or consultant of the Vendor shall have executed and delivered to the Purchaser an intellectual property assignment agreement in a form satisfactory to the Purchaser, acting reasonably.

(l) Each of ***[Individuals' names are redacted]*** shall have executed and delivered to the Purchaser employment agreements and confidentiality and property rights agreements (collectively, the "**Employment Agreements**") in a form satisfactory to the Purchaser, acting reasonably.

(m) Effective on the Closing Date, the Vendor will amend its Governing Documents and take all other actions necessary to change its name to one sufficiently dissimilar to the Vendor's present name, in the Purchaser's judgment, to avoid confusion.

(n) Each Member shall have entered into and delivered to the Purchaser a confidentially agreement in a form satisfactory to the Purchaser and Member, acting reasonably.

7.3 Conditions to Obligations of the Vendor.

In addition to the terms and provisions of Section 9.3 hereof, the obligation of the Vendor to consummate the Closing is subject to the satisfaction, or the waiver at the discretion of the Vendor, of all the following further conditions:

(a) (i) the Purchaser and the Parent shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing Date, (ii) the representations and warranties of the Purchaser and the Parent contained in this Agreement, the Additional Agreements and in any certificate or other writing delivered by the Purchaser or the Parent pursuant hereto, disregarding all qualifications and expectations contained therein relating to materiality, shall be true and correct in all material respects at and as of the Closing Date, as if made at and as of such date, (iii) there shall have been no event, change or occurrence which individually or together with any other event, change or occurrence, could reasonably be expected to have a Material Adverse Effect, regardless of whether it involved a known risk, on the business, assets, condition (financial or otherwise), liabilities, result of operations of prospects of the Purchaser or the Parent, and (iv) the Vendor shall have received a certificate signed by an authorized officer of the Purchaser and the Parent to the foregoing effect.

(b) No Governmental Authority shall have issued any Order, or have pending before it, a proceeding for the issuance of an Order, and there shall not be any provision of any applicable Law, statute, rule or regulation, in each case restraining or prohibiting the consummation of the Closing or the effective operation or enjoyment by the Purchaser as the purchaser of the Business after the Closing Date.

(c) The Vendor shall have received all documents it may reasonably request relating to the existence of the Purchaser and the Parent and the authority of the Purchaser and the Parent to enter into and perform its respective obligations under this Agreement, all in form and substance reasonably satisfactory to the Vendor and its legal counsel, acting reasonably, including (i) a copy of the certificate of incorporation of the Purchaser and the Parent, (ii) copies of the bylaws of the Purchaser and the Parent as effective on the date hereof; (iii) copies of resolutions duly adopted by the Board of Directors of the Purchaser and the Parent and by the unanimous vote or consent of the Purchaser's shareholders authorizing this Agreement and the Additional Agreements and the transaction contemplated hereby and thereby, (iv) a certificate of the Secretary or Assistant Secretary of the Purchaser and the Parent certifying each of the foregoing and as to signatures of the officer(s) authorized to execute this Agreement and any certificate or document to be delivered pursuant hereto, together with evidence of the incumbency of such Secretary or Assistant Secretary, and (v) a recent good standing certificate regarding the Purchaser from the Barbados Corporate Affairs and Intellectual Property Office and a certificate of status regarding the Parent from the Ontario Ministry of Government Services.

(d) The Vendor shall have received all of the Vendor Consents, in form and substance reasonably satisfactory to the Vendor, and no such Vendor Consent shall have been revoked.

(e) The Purchaser or the Parent (or an Affiliate thereof) shall have entered into and delivered to the Vendor the Loan Agreement.

(f) The Parent and the applicable escrow agent shall have entered into and delivered to the Vendor the Escrow Agreement.

(g) The Purchaser or the Parent (or an Affiliate thereof) shall have entered into the Employment Agreements.

Article VIII
RELIANCE ON REPRESENTATIONS AND WARRANTIES

8.1 Reliance on Representations and Warranties of the Vendor.

Notwithstanding any right of the Purchaser and the Parent to fully investigate the affairs of the Vendor and notwithstanding any knowledge of facts determined or determinable by the Purchaser pursuant to such investigation or right of investigation, the Purchaser and the Parent shall have the right to rely fully upon the representations, warranties, covenants and agreements of the Vendor contained in this Agreement.

8.2 Reliance on Representations and Warranties of the Purchaser.

Notwithstanding any right of the Vendor and the Members to fully investigate the affairs of the Purchaser and Parent and notwithstanding any knowledge of facts determined or determinable by the Vendor pursuant to such investigation or right of investigation, the Vendor shall have the right to rely fully on the Purchaser's and the Parent's representations, warranties, covenants and agreements contained in this Agreement.

Article IX
CLOSING

9.1 Place of Closing.

Subject to the terms and conditions of this Agreement, the Closing shall take place at the Time of Closing at the offices of the Purchaser's solicitors or at such other place as may be mutually agreed upon in writing by the Parties.

9.2 Closing Deliveries of the Vendor.

At the Time of Closing, in addition to any other documents to be provided or delivered by the Vendor to the Purchaser at such time pursuant to this Agreement, the Vendor shall execute and/or deliver (or cause to be executed and/or delivered) to the Purchaser:

(a) the General Conveyance;

(b) the Assignment and Assumption Agreement;

(c) all necessary deeds, conveyances, bills of sale, endorsements, consents, assurances, transfers, assignments and other good and sufficient instruments of conveyance and assignment necessary or reasonably required in the opinion of the Purchaser's solicitors to transfer effectively to the Purchaser good and marketable title to the Purchased Assets free and clear of all Encumbrances of any nature or kind, including, without limitation, an assignment of the Contracts included in the Purchased Assets, assignments of Real Property Leases and Proprietary Asset assignments, all such deliveries to be in form and substance satisfactory to the Purchaser's solicitors, acting reasonably (together with the General Conveyance and Assignment and Assumption Agreement, collectively, the "**Conveyance Documents**"); and

(d) possession of the Purchased Assets and the Leased Real Property to the Purchaser.

9.3 Closing Deliveries of the Purchaser.

At the Time of Closing, in addition to any other documents to be provided or delivered by the Purchaser to the Vendor at such time pursuant to this Agreement, the Purchaser shall execute and/or deliver (or cause to be executed and delivered) to the Vendor the following:

(a) the Conveyance Documents;

(b) the Payment Shares; and

(c) all assignments and documents delivered pursuant to this Agreement at the Time of Closing which require execution and delivery by the Purchaser.

9.4 Effectiveness of Closing.

For financial reporting purposes only, upon the Closing, this Agreement and the purchase and sale of the Purchased Assets contemplated hereunder shall be deemed to have closed immediately prior to the commencement of business on the Closing Date.

Article X
INDEMNIFICATION

10.1 Indemnification of the Purchaser Indemnitees.

Subject to Section 10.9 hereof, the Vendor agrees to indemnify and hold harmless the Purchaser, the Parent and their Affiliates and each of their respective directors, officers, employees, shareholders, attorneys and agents and permitted assignees (collectively, the "**Purchaser Indemnitees**", provided, however, the term "**Purchaser Indemnitees**" shall not include any of the Members regardless of their capacity), against and in respect of any and all loss, payments, demand, penalty, liability, judgment, damage, diminution in value, claim or out-of-pocket costs and expenses (including actual costs of investigation and attorneys' fees and other costs and expenses but not including incidental, consequential or punitive damages) (all of the foregoing collectively, "**Losses**") incurred or sustained by any Purchaser Indemnitee as a result of:

(a) any breach or non-fulfilment of any covenant or agreement on the part of the Vendor under this Agreement or any of the Additional Agreements;

(b) any incorrectness in or breach of any representation or warranty of the Vendor contained in this Agreement, in any of the Additional Agreements or in any certificate or other document furnished by the Vendor pursuant to this Agreement;

(c) the failure to pay any claims by any third parties (including breach of contract claims, violations of warranties, trademark infringement, for "spamming", privacy violations, torts or consumer complaints) with respect to the business of the Vendor for any period prior to the Closing Date;

(d) the violation of any Laws by the Vendor prior to the Closing;

(e) the failure to pay any Taxes incurred prior to the Closing to any taxing Governmental Authority or to file any Tax Return with any taxing Governmental Authority;

(f) the non-compliance by the Vendor under the bulk sales legislation in the State of Georgia and any other applicable bulk sales legislation; and

(g) the Excluded Liabilities.

10.2 Indemnification of the Purchaser.

Subject to Section 10.9 hereof, the Purchaser hereby agrees to indemnify and hold harmless the Vendor (the "**Vendor Indemnitees**") against and in respect of any Losses incurred or sustained by the Vendor Indemnitees as a result of any breach, inaccuracy or non-fulfillment or the alleged breach, inaccuracy or non-fulfillment of any of the representations, warranties and covenants of the Purchaser or the Parent contained herein, in any of the Additional Agreements or any certificate or other writing delivered pursuant hereto.

10.3 Procedure.

The following shall apply with respect to all claims by a Purchaser Indemnitee or a Vendor Indemnitee (together, "**Indemnified Party**") for indemnification:

(a) An Indemnified Party shall give the applicable indemnifying parties (the "**Indemnifying Party**"), prompt notice (an "**Indemnification Notice**") of any third-party claim, investigation, action, suit, hearing or proceeding with respect to which such Indemnified Party seeks indemnification pursuant to Section 10.1 or 10.2 (a "**Third-party Claim**"), which shall describe in reasonable detail the loss, liability or damage that has been or may be suffered by the Indemnified Party. The failure to give the Indemnification Notice shall not impair any of the rights or benefits of such Indemnified Party under Section 10.1 or 10.2, except to the extent such failure materially and adversely affects the ability of the Indemnifying Parties to defend such claim or increases the amount of such liability.

(b) In the case of any Third-party Claims as to which indemnification is sought by any Indemnified Party, such Indemnified Party shall be entitled, at the sole expense and liability of the Indemnifying Parties, to exercise full control of the defense, compromise or settlement of any Third-party Claim unless the Indemnifying Parties, within a reasonable time after the giving of an Indemnification Notice by the Indemnified Party (but in any event within twenty (20) days thereafter), shall (i) deliver a written confirmation to such Indemnified Party that the indemnification provisions of Section 10.1 or 10.2, as the case may be, are applicable to such claim, investigation, action, suit, hearing or proceeding and the Indemnifying Parties shall indemnify such Indemnified Party in respect of such claim, investigation, action or proceeding pursuant to the terms of Section 10.1 or 10.2, as the case may be, and, notwithstanding anything to the contrary, shall do so without asserting any challenge, defense, limitation on the Indemnifying Parties' obligation to indemnify the Indemnified Parties against and in respect of such Third–party Claim, (ii) notify such Indemnified Party in writing of the intention of the Indemnifying Parties to assume the defense thereof, and (iii) retain legal counsel reasonably satisfactory to such Indemnified Party to conduct the defense of such Third-party Claim.

(c) If the Indemnifying Parties assume the defense of any such Third-party Claim then the Indemnified Party shall cooperate with the Indemnifying Parties in any manner reasonably requested in connection with the defense, compromise or settlement thereof. If the Indemnifying Parties so assume the defense of any such Third-party Claim the Indemnified Party shall have the right to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof, but the fees and expenses of such counsel employed by the Indemnified Party shall be at the expense of such Indemnified Party unless (i) the Indemnifying Parties have agreed to pay such fees and expenses, or (ii) the named parties to any such Third-party Claim (including any impleaded parties) include an Indemnified Party and an Indemnifying Party and such Indemnified Party shall have been advised by its counsel that there may be a conflict of interest between such Indemnified Party and the Indemnifying Parties in the conduct of the defense thereof, and in any such case the reasonable fees and expenses of such separate counsel shall be borne by the Indemnifying Parties.

(d) If the Indemnifying Parties assume the defense of any Third-party Claim, the Indemnified Party shall not pay, or permit to be paid, any part of any claim or demand arising from such asserted liability unless the Indemnifying Parties withdraw from or fail to vigorously prosecute the defense of such asserted liability, or unless a judgment is entered against the Indemnified Party for such liability. If the Indemnifying Parties do not assume the defense of any Third-party Claim, or if, after commencing or undertaking any such defense, the Indemnifying Parties fail to prosecute or withdraw such defense, the Indemnified Party shall have the right to undertake the defense or settlement thereof, at the Indemnifying Parties' expense. Notwithstanding anything to the contrary, the Indemnifying Parties shall not be entitled to control, but may participate in, and the Indemnified Party (at the expense of the Indemnifying Parties) shall be entitled to have sole control over, the defense or settlement of (i) that part of any Third party Claim (A) that seeks a temporary restraining order, a preliminary or permanent injunction or specific performance against the Indemnified Party, or (B) to the extent such Third-party Claim involves criminal allegations against the Indemnified Party or (ii) the entire Third-party Claim if such Third party Claim could impose liability on the part of the Indemnified Party in an amount which is greater than the amount as to which the Indemnified Party is entitled to indemnification under this Agreement. In the event the Indemnified Party retains control of the Third party Claim, the Indemnified Party shall not settle the subject claim without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

(e) If the Indemnified Party assumes the defense of any such Third-party Claim pursuant to Section 10.1 or 10.2 and proposes to settle the same prior to a final judgment thereon or to forgo appeal with respect thereto, then the Indemnified Party shall give the Indemnifying Parties prompt written notice thereof and the Indemnifying Parties shall have the right to participate in the settlement, assume or reassume the defense thereof or prosecute such appeal, in each case at the Indemnifying Parties' expense. The Indemnifying Parties shall not, without the prior written consent of such Indemnified Party settle or compromise or consent to entry of any judgment with respect to any such Third-party Claim (i) in which any relief other than the payment of money damages is or may be sought against such Indemnified Party or (ii) which does not include as an unconditional term thereof the giving by the claimant, person conducting such investigation or initiating such hearing, plaintiff or petitioner to such Indemnified Party of a release from all liability with respect to such Third-party Claim and all other claims or causes of action (known or unknown) arising or which might arise out of the same facts.

10.4 Periodic Payments.

Any indemnification required by Section 10.1 or 10.2 for costs, disbursements or expenses of any Indemnified Party in connection with investigating, preparing to defend or defending any claim, action, suit, hearing, proceeding or investigation shall be made by periodic payments by the Indemnifying Parties to each Indemnified Party during the course of the investigation or defense, as and when bills are received or costs, disbursements or expenses are incurred.

10.5 Payment of Indemnification.

(a) In the event that any of the Purchaser Indemnitees shall be entitled to any indemnification pursuant to this Article, the total payments made by the Vendor to the Purchaser Indemnitees with respect to Losses shall not exceed an amount equal to the Purchase Price. Any payments by the Vendor to any of the Purchaser Indemnitees pursuant to this Article shall be treated as an adjustment to the Purchase Price.

(b) In the event that the Vendor Indemnitees shall be entitled to any indemnification pursuant to this Article, the total payments made by the Purchaser to the Vendor Indemnitees with respect to Losses shall not exceed, in the aggregate, an amount equal to the Purchase Price.

10.6 Failure to Give Timely Notice.

A failure to give timely notice as provided in this Article XI shall not affect the rights or obligations of any Party except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its right to recover any payment under its applicable insurance coverage or was otherwise directly and materially damaged as a result of such failure.

10.7 Tax Effect.

If any indemnification payment received by an Indemnified Party would constitute taxable income to such Indemnified Party, then the Indemnifying Party shall pay to the Indemnified Party at the same time and on the same terms, as to interest and otherwise, as the indemnification payment and additional amount sufficient to place the Indemnified Party in the same after-Tax position as it would have been if the indemnification payment had been received tax-free.

10.8 Payment and Interest.

All Losses shall bear interest at a rate equal to eight percent (8%) per annum, calculated and payable monthly, both before and after judgment, with interest on overdue interest at the same rate, from the date that the Indemnitee disbursed funds, suffered damages or losses or incurred a loss, liability or expense in respect of a Loss, to the date of payment by the Indemnifying Party to the Indemnified Party.

10.9 Survival of Indemnification Rights.

The representations and warranties of each Party contained in this Agreement and in any Additional Agreements shall survive the Closing and, notwithstanding the Closing and notwithstanding any investigation or inquiries made by or on behalf of the other Party, shall continue in full force and effect for the benefit of the other Party until the second (2^{nd}) anniversary of the Closing Date, except that:

(a) the representations and warranties set out in Sections 3.1, 3.2, 3.7, 3.8 and 3.9 hereof and the corresponding representations and warranties related only to such Sections made pursuant to the certificate delivered to the Purchaser pursuant to Section 7.2(a) hereof, and the representations and warranties set out in Sections 4.1 and Section 4.2 hereof and the corresponding representations and warranties related only to such Sections made pursuant to the certificate delivered to the Vendor pursuant to Section 7.3(a) hereof, shall survive Closing and continue in full force and effect without limitation of time and a claim for any breach of such representations and warranties may be made at any time following the Closing Date, subject only to applicable limitation periods imposed by Law;

(b) any such representations and warranties and covenants relating to Tax matters shall survive the Closing and continue in full force and effect until the sixtieth (60^{th}) day after the end of the period, if any, during which an assessment, reassessment or other form of recognized document assessing liability for Tax, interest or penalties under applicable Tax legislation in respect of any taxation year to which such representations and warranties and covenants extend could be issued under such Tax legislation to the Vendor or any of the Members, provided the Vendor did not file any waiver or other document extending such period, but if it did, then the sixtieth (60^{th}) day after the end of such extended period;

(c) the representations and warranties set out in Section 3.35 hereof and the corresponding representations and warranties related only to such Section made pursuant to the certificate delivered to the Purchaser pursuant to Section 7.2(a) shall survive Closing and continue in full force and effect until the third (3rd) anniversary of the Closing Date; and

(d) a claim for any breach of any of such representations and warranties involving fraud or wilful misrepresentation may be made at any time following the Closing Date, subject only to applicable limitation periods imposed by Law.

10.10 Notwithstanding any provision of this Agreement or the Additional Agreements to the contrary:

(a) No Purchaser Indemnitee shall be entitled to recovery under this Article X unless and until the total amount of Losses that have been directly or indirectly suffered or incurred by any one or more Purchaser Indemnitee, or to which any one or more of the Purchaser Indemnitees has or have otherwise become subject, exceeds $100,000 in the aggregate. If the total amount of such Losses exceeds $100,000, then any Purchaser Indemnitee that has suffered or incurred any damages shall be entitled to be indemnified against and compensated or reimbursed for all such Losses in excess of $100,000.

(b) No Vendor Indemnitee shall be entitled to recovery under this Article X unless and until the total amount of Losses that have been directly or indirectly suffered or incurred by any one or more Vendor Indemnitee, or to which any one or more of the Vendor Indemnitees has or have otherwise become subject, exceeds $100,000 in the aggregate. If the total amount of such Losses exceeds $100,000, then any Vendor Indemnitee that has suffered or incurred any damages shall be entitled to be indemnified against and compensated or reimbursed for all such Losses in excess of $100,000.

(c) Except where this Agreement or the Additional Agreements expressly provide otherwise, this Article X shall constitute the exclusive monetary remedy of the Parties and their Affiliates with respect to any violation of this Agreement.

Article XI
DISPUTE RESOLUTION

11.1 Arbitration.

(a) The Parties shall promptly submit any dispute, claim, or controversy arising out of or relating to this Agreement, or any Additional Agreement (including with respect to the meaning, effect, validity, termination, interpretation, performance, or enforcement of this Agreement or any Additional Agreement) or any alleged breach thereof (including any action in tort, contract, equity, or otherwise), to binding arbitration before one arbitrator ("**Arbitrator**"). The Parties agree that binding arbitration shall be the sole means of resolving any dispute, claim, or controversy arising out of or relating to this Agreement or any Additional Agreement (including with respect to the meaning, effect, validity, termination, interpretation, performance or enforcement of this Agreement or any Additional Agreement) or any alleged breach thereof (including any claim in tort, contract, equity, or otherwise); provided, however, that the Parties may resolve any claim for injunctive relief, specific performance or other equitable relief by litigation. In this connection, each Party hereby agrees that any legal action filed by it for such relief will be filed only in Fulton County, Georgia, and the Parties waive any and all objections to such jurisdiction or venue that they may otherwise have under the laws of any state or country, including, without limitation, any argument that jurisdiction, situs and/or venue are inconvenient or otherwise improper.

(b) If the Parties cannot agree upon the Arbitrator, the Arbitrator shall be selected by the Atlanta, Georgia chapter head of the American Arbitration Association upon the request of either side. The Arbitrator shall be selected within thirty (30) days of request.

(c) The laws of the State of Georgia shall apply to any arbitration hereunder. In any arbitration hereunder, this Agreement and any agreement contemplated hereby shall be governed by the laws of the State of Georgia applicable to a contract negotiated, signed, and wholly to be performed in the State of Georgia, which laws the Arbitrator shall apply in rendering his decision. The Arbitrator shall issue a written decision, setting forth findings of fact and conclusions of law, within sixty (60) days after he shall have been selected. The Arbitrator shall have no authority to award punitive or other exemplary damages.

(d) The arbitration shall be held in Atlanta, Georgia in accordance with and under then-current provisions of the rules of the American Arbitration Association, except as otherwise provided herein.

(e) On application to the Arbitrator, any Party shall have rights to discovery to the same extent as would be provided under the Federal Rules of Civil Procedure, and the Federal Rules of Evidence shall apply to any arbitration under this Agreement; provided, however, that the Arbitrator shall limit any discovery or evidence such that his decision shall be rendered within the period referred to in Section 11.1(c).

(f) The Arbitrator may, at his discretion and at the expense of the Party who shall bear the cost of the arbitration, employ experts to assist him in his determinations.

(g) The costs of the arbitration proceeding and any proceeding in court to confirm any arbitration award or to obtain relief, as applicable (including actual attorneys' fees and costs), shall be borne by the unsuccessful Party and shall be awarded as part of the Arbitrator's decision, unless the Arbitrator shall otherwise allocate such costs, for the reasons set forth, in such decision. The determination of the Arbitrator shall be final and binding upon the Parties and not subject to appeal.

(h) Any judgment upon any award rendered by the Arbitrator may be entered in and enforced by any court of competent jurisdiction. The Parties expressly consent to the exclusive jurisdiction of the courts (Federal and state) in Fulton County, Georgia, to enforce any award of the Arbitrator or to render any provisional, temporary, or injunctive relief in connection with or in aid of the Arbitration. The Parties expressly consent to the personal and subject matter jurisdiction of the Arbitrator to arbitrate any and all matters to be submitted to arbitration hereunder. None of the Parties shall challenge any arbitration hereunder on the grounds that any Party necessary to such arbitration (including the Parties) shall have been absent from such arbitration for any reason, including that such Party shall have been the subject of any bankruptcy, reorganization, or insolvency proceeding.

(i) The Parties shall indemnify the Arbitrator and any experts employed by the Arbitrator and hold them harmless from and against any claim or demand arising out of any arbitration under this Agreement or any agreement contemplated hereby, unless resulting from the wilful misconduct of the person indemnified.

(j) This arbitration clause shall survive the termination of this Agreement and any agreement contemplated hereby.

11.2 Waiver of Jury Trial; Exemplary Damages.

All Parties hereby waive their rights to trial by jury with respect to any dispute arising under this agreement or any additional agreement. No Party shall be awarded punitive or other exemplary damages respecting any dispute arising under this Agreement or any Additional Agreement.

11.3 Attorneys' Fees.

The unsuccessful Party to any court or other proceeding arising out of this Agreement that is not resolved by arbitration under Section 11.1 hereof shall pay to the prevailing Party all attorneys' fees and costs actually incurred by the prevailing Party, in addition to any other relief to which it may be entitled. As used in this Section 11.3 hereof and elsewhere in this Agreement, "actual attorneys' fees" or "attorneys' fees actually incurred" means the full and actual cost of any legal services actually performed in connection with the matter for which such fees are sought, calculated on the basis of the usual fees charged by the attorneys performing such services, and shall not be limited to "reasonable attorneys' fees" as that term may be defined in statutory or decisional authority.

Article XII
TERMINATION

12.1 Termination Without Default.

In the event that the Closing of the transactions contemplated hereunder has not occurred by the Outside Closing Date and no material breach of this Agreement by the Party seeking to terminate this Agreement shall have occurred or have been made (as provided in Section 12.2 hereof) the Purchaser, the Vendor or the Parent shall have the right, at its sole option, to terminate this Agreement without liability to the other Party. Such right may be exercised by the Purchaser, the Vendor or the Parent, as the case may be, giving written notice to the other at any time after the scheduled Closing Date.

12.2 Termination Upon Default.

(a) The Purchaser may terminate this Agreement by giving notice to the Vendor on or prior to the Closing, without prejudice to any rights or obligations the Purchaser may have, if the Vendor shall have materially breached any representation or warranty or breached any agreement or covenant contained herein or in any Additional Agreement to be performed prior to Closing and such breach shall not be cured within the earlier of the scheduled Closing Date and five (5) days following receipt by the Vendor of a notice describing in reasonable detail the nature of such breach.

(b) The Vendor may terminate this Agreement by giving prior written notice to the Purchaser, without prejudice to any rights or obligations the Vendor may have, if the Purchaser shall have materially breached any of its covenants, agreements, representations, and warranties contained herein to be performed prior to Closing and such breach shall not be cured within the earlier of the scheduled Closing Date and five (5) days following receipt by the Purchaser of a notice describing in reasonable detail the nature of such breach.

12.3 Survival.

The provisions of Section 6.2 shall survive any termination hereof pursuant to this Article XII.

Article XIII
MISCELLANEOUS

13.1 Notices.

All notices, requests, demands and other communications to any Party hereunder shall be in writing and shall be given to such Party at its address or telecopier number set forth below, or such other address or telecopier number as such Party may hereinafter specify by notice to each other Party hereto:

(a) if to the Purchaser, to:

EM Technologies, Inc., c/o DGM Bank & Trust Inc., Chamberlain Place, Broad Street, Bridgetown, Barbados, West Indies.

Attention: Jeff Patterson
Facsimile: (647) 346-2229

(b) if to the Vendor:

Ockham Research, LLC, 1158 Canton Street, Roswell, Georgia, 30075

Attention: ***[Individual's name is redacted]***
Facsimile: ***[Facsimile number is redacted]***

Each such notice, request or other communication shall be effective (i) if given by telecopy, when such telecopy is transmitted to the telecopy number specified herein and the appropriate answer back is received or, (ii) if given by certified mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, properly addressed or, (iii) if given by any other means, when delivered at the address specified herein.

13.2 Bulk Sales Waiver.

In respect of the purchase and sale of the Purchased Assets under this Agreement, the Purchaser shall not require the Vendor to comply, or to assist the Purchaser to comply, with the requirements of the bulk sales legislation in the State of Georgia and any other applicable bulk sales legislation.

13.3 Amendments; No Waivers.

(a) Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

13.4 Ambiguities.

The Parties acknowledge that each Party and its counsel has materially participated in the drafting of this Agreement and consequently the rule of contract interpretation that, and ambiguities if any in, the writing be construed against the drafter, shall not apply.

13.5 Publicity.

The Parties agree that neither they nor their agents shall issue any press release or make any other public disclosure concerning the transactions contemplated hereunder without the prior approval of the other Party. Notwithstanding the foregoing, the Purchaser and Parent shall have the right at anytime and from time to time, as determined by the Purchaser or Parent, to disclose the existence of and terms and conditions of this Agreement and the transactions contemplated hereunder to the extent necessary under applicable Laws or any regulatory authority or stock exchange having jurisdiction.

13.6 Expenses.

Except as set forth in Section 11.3, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such cost or expense.

13.7 Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, that (i) the Vendor may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Purchaser; and (ii) in the event the Parent or the Purchaser assigns its rights and obligations under this Agreement to an Affiliate, the Parent or the Purchaser, as the case may be, shall continue to remain liable for its obligations hereunder.

13.8 Governing Law.

This Agreement shall be governed by the laws in force in the State of Georgia.

13.9 Use of Corporate or Trade Name.

After the Closing, except as required by law in connection with any liquidation and winding up of the Vendor, the Vendor will not use or refer to commercially the name "Ockham Research" or any trade name included within the Proprietary Assets, or any derivative or variation thereof or any name similar thereto.

13.10 Remittance of Accounts Receivable.

After the Closing Date, any payment received by the Vendor in respect of the Accounts Receivable will be remitted to Purchaser within five (5) Business Days of the Vendor's receipt of such payment.

13.11 Further Assurances.

The Parties will cooperate reasonably with each other and with their respective representatives in connection with any steps required to be taken as part of their respective obligations under this Agreement, and will (a) furnish upon request to each other such further information, (b) execute and deliver to each other such other documents and (c) do such other acts and things, all as another Party may reasonably request for the purpose of carrying out the intent of this Agreement and the transactions contemplated by this Agreement.

13.12 Counterparts; Effectiveness.

This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which shall be deemed to be one and the same instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument.

13.13 Entire Agreement.

This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, among the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party. Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties any rights or remedies hereunder other than Indemnified Parties as set forth in Section 10.1 and 10.2 hereof, which shall be a third party beneficiary hereof.

13.14 Severability.

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

13.15 Integration of Schedules.

Any disclosure of any fact or item in any Schedule to this Agreement or an Additional Agreement with respect to a particular Article or Section of this Agreement or an Additional Agreement, as the case maybe, shall, should the existence of the fact or item be reasonably apparent to relate to any other Article or Section of this Agreement or an Additional Agreement, be deemed to be disclosed with respect to such other Article or Section to which it relates.

13.16 Independent Legal Advice.

Each of the parties hereto acknowledges that it has been advised of its right to obtain independent legal advice with respect to its rights and obligations hereunder and that it has either obtained such advice or voluntarily waived its rights to such advice.

[Signature page follows]

IN WITNESS WHEREOF, the Purchaser, the Parent and the Vendor have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

EM TECHNOLOGIES, INC.

Per: *"J. W. Patterson"*________________
Name: J. W. Patterson
Title: Chief Financial Officer

xRM GLOBAL INC.

Per: _*"J. W. Patterson"*________________
Name: J. W. Patterson
Title: Chief Financial Officer

OCKHAM RESEARCH, LLC

Per: _*"Christian J. Ward"*_______________
Name: Christain J. Ward
Title: CEO, Managing Member

EXHIBIT 1
FORM OF GENERAL CONVEYANCE

THIS GENERAL CONVEYANCE is made as of _____ day of _________, 2009.

B E T W E E N :

EM TECHNOLOGIES, INC., an international business corporation incorporated under the laws of Barbados,

(hereinafter referred to as the "**Purchaser**")

- and -

OCKHAM RESEARCH, LLC, a limited liability company under the laws of the State of Georgia,

(hereinafter referred to as the "**Vendor**")

WHEREAS, pursuant to an Asset Purchase Agreement between the Purchaser, the Parent, and the Vendor dated as of the date hereof (the "**Purchase Agreement**"), the Vendor agreed to sell, transfer and assign to the Purchaser, as a going concern, the undertaking and substantially all of the property and assets used by the Vendor in carrying on the Business, all as more particularly described in the Purchase Agreement on the terms and subject to the conditions set out in the Purchase Agreement;

NOW THEREFORE THIS GENERAL CONVEYANCE WITNESSETH THAT in consideration of the premises and mutual agreements set out herein and in the Purchase Agreement and of other consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Unless otherwise defined in this General Conveyance, all capitalized terms used in this General Conveyance shall have the meanings ascribed to them in the Purchase Agreement and any reference herein to any Schedule shall refer to the Schedule attached to the Purchase Agreement.

2. In this General Conveyance, a reference to a "right" in the Purchased Assets includes a reference to all rights, title, estates and interests in and to the Purchased Assets, "convey" includes all terms that describe the passing of all rights in the Purchased Assets, including without limitation the terms "convey", "sell", "assign", "transfer", "grant", "bargain", "set over" and "deliver", and "conveyance" has the corresponding meaning.

3. Subject to Section 2.1 of the Purchase Agreement, the Vendor hereby conveys to the Purchaser, its successors and assigns, as at and from the Time of Closing, all of its rights in and to the Purchased Assets and the Purchaser accepts such conveyance.

4. Notwithstanding that the Vendor may have executed and delivered to the Purchaser certain other documents and instruments of conveyance, the Vendor shall do such acts and shall execute and deliver such further conveyances, and other instruments, and will cause the doing of such acts and will cause the execution of such further conveyances and other

instruments as are within its power, as the Purchaser may in writing at any time and from time to time reasonably request be done, executed and delivered, in order to effectively carry out or better evidence or perfect the full intent and meaning of this General Conveyance.

5. The Vendor irrevocably appoints any officer of the Purchaser to be its attorney, with full power of substitution, to do on the Vendor's behalf anything that the Vendor can lawfully do by an attorney to:

(a) demand and receive any of the Purchased Assets;

(b) give receipts and releases for and in respect of the Purchased Assets, and any part thereof;

(c) institute and prosecute from time to time in the Vendor's name, or otherwise, at the expense of the Purchaser and for the benefit of the Purchaser, any and all proceedings at law, in equity or otherwise, which the Purchaser may deem proper for the receipt, collection, enjoyment, enforcement or reduction to possession of any of the Purchased Assets; and

(d) without limiting the foregoing, do all acts and things in relation to the Purchased Assets which the Purchaser shall deem desirable, and to do, sign and execute all conveyances and other instruments which may reasonably be necessary or desirable for the purpose of vesting the Purchased Assets in the Purchaser and otherwise carrying out the full intent of the Purchase Agreement.

Such power of attorney is given for valuable consideration acknowledged by the Vendor to be coupled with an interest, shall not be revoked by the dissolution, winding up, surrender of charter, bankruptcy or insolvency of the Vendor and may be exercised by the officers of any successor and assign of the Purchaser.

6. This General Conveyance is entered into pursuant to the Purchase Agreement and is not in derogation of any of the rights or obligations which the parties have under the Purchase Agreement. If there is any conflict or inconsistency between the provisions of this General Conveyance and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

7. This General Conveyance shall be governed by the laws in force in the State of Georgia, and the parties agree that the state courts of Fulton County, Georgia or the U.S. federal courts presiding over Fulton County, Georgia shall have exclusive jurisdiction of any matter or dispute arising out of this General Conveyance.

8. This General Conveyance shall enure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

[Signature page follows]

IN WITNESS WHEREOF this General Conveyance has been executed by the Vendor and the Purchaser as of the date and year first above-mentioned.

EM TECHNOLOGIES, INC.

Per: ______________________________________
Name:
Title:

OCKHAM RESEARCH, LLC

Per: ______________________________________
Name:
Title:

EXHIBIT 2
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is dated the ______day of _____________, 2009.

B E T W E E N:

EM TECHNOLOGIES, INC., an international business corporation incorporated under the laws of Barbados,

(hereinafter referred to as the “**Purchaser**”)

- and -

OCKHAM RESEARCH, LLC, a limited liability company under the laws of the State of Georgia,

(hereinafter referred to as the “**Vendor**”)

WHEREAS, pursuant to an Asset Purchase Agreement between the Purchaser, the Parent, and the Vendor dated as of the date hereof (the "**Purchase Agreement**"), the Purchaser agreed to purchase from the Vendor, and the Vendor agreed to sell and transfer to the Purchaser, the Purchased Assets (as defined in the Purchase Agreement), for the consideration and upon the other terms and conditions therein set forth;

AND WHEREAS, in connection with the transactions contemplated under the Purchase Agreement, the Vendor wishes to assign all of its rights and obligations under the Contracts (as defined in the Purchase Agreement) to the Purchaser and the Purchaser wishes to assume all of the Vendor’s rights and obligations under the Contracts;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of **TEN ($10.00) DOLLARS** and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto), the parties hereto agree as follows:

1. Interpretation

Unless otherwise defined in this Assignment and Assumption Agreement, all capitalized terms used in this Assignment and Assumption Agreement shall have the meanings ascribed to them in the Purchase Agreement and any reference herein to any Schedule shall refer to the Schedule attached to the Purchase Agreement. In this Assignment and Assumption Agreement, a reference to a “right” in the Purchased Assets includes a reference to all rights, title, estates and interests in and to the Purchased Assets, “convey” includes all terms that describe the passing of all rights in the Purchased Assets, including without limitation the terms “convey”, “sell”, “assign”, “transfer”, “grant”, “bargain”, “set over” and “deliver”, and “conveyance” has the corresponding meaning.

2. Assignment and Assumption

Subject to Section 2.1 of the Purchase Agreement, the Vendor hereby transfers, assigns and sets over to the Purchaser, and the Purchaser hereby accepts, all of the Vendor’s right, title, benefit and interest in and to each of the Contracts, together with the benefit of each and every one of the rights, covenants and other provisions contained in each of the Contracts. The Purchaser hereby accepts the assignment of each of the Contracts from the Vendor and hereby assumes and covenants to observe and perform all of the liabilities, obligations and agreements of the Vendor under each of the Contracts which arise from and after the date hereof.

3. Further Assurances

Notwithstanding that each party hereto may have executed and delivered to the other party certain other documents and instruments of conveyance, each party hereto agrees that upon written request of the other party, it will do all such acts and execute all such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of all such acts and will cause the execution of all such further documents as are within its power to cause the doing or execution of, as any party hereby may from time to time reasonably request be done and/or executed as may be required to consummate the transactions contemplated hereby or as may be necessary or desirable to effect the purpose of this Assignment and Assumption Agreement and to carry out its provisions or to better or properly or fully evidence or give effect to the transaction contemplated hereby.

4. Successors and Assigns

This Assignment and Assumption Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. Governing Law

This Assignment and Assumption Agreement shall be governed by the laws in force in the State of Georgia, and the parties agree that the state courts of Fulton County, Georgia or the U.S. federal courts presiding over Fulton County, Georgia shall have exclusive jurisdiction of any matter or dispute arising out of this Assignment and Assumption Agreement.

6. Counterparts and Facsimile

This Assignment and Assumption Agreement may be executed in any number of counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Counterpart copies may be executed by facsimile which, when so executed and delivered, shall constitute a binding agreement.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto as of the day and year first above written.

EM TECHNOLOGIES, INC.

Per: ______________________________________

Name:

Title:

OCKHAM RESEARCH, LLC

Per: ______________________________________

Name:

Title:

EXHIBIT 3
FORM OF SUBSCRIPTION AGREEMENT

This **SUBSCRIPTION AGREEMENT** (the "Agreement") is executed and delivered in connection with the Asset Purchase Agreement (the "Asset Purchase Agreement"), made as of _____, 2009, by and among EM Technologies, Inc., an international business corporation incorporated under the laws of Barbados (the "Purchaser"), Ockham Research, LLC, a limited liability company incorporated under the law of the State of Georgia (the "Subscriber"), xRM Global Inc., a corporation incorporated under the laws of Canada (the "Parent"), with respect to the sale of certain assets of the Subscriber in exchange for common shares (the "Payment Shares") in the capital of the Parent.

In order to induce the Parent to issue the Payment Shares to the undersigned Subscriber as provided in the Asset Purchase Agreement, the Subscriber, for itself and for its legal representatives, successors and assigns, hereby makes the following representations, warranties and acknowledgments to the Parent and Purchaser, intending that the Parent and Purchaser may rely hereon, and covenants with the Parent and Purchaser as follows:

(a) the Subscriber has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Payment Shares and is able to bear the economic risk of loss of its entire investment;

(b) the Subscriber acknowledges that to its full satisfaction the Parent has made available to it all requested documents and records in its possession, and has offered the Subscriber an opportunity to discuss this transaction and the Payment Shares with representatives of the Parent and obtain any additional information necessary to verify the accuracy of any information furnished and to make an investment decision with respect to the Payment Shares and the Parent. The Subscriber acknowledges it is not relying, and will not rely with respect to its decision to purchase the Payment Shares, upon any information, representation or warranty by the Parent, Purchaser or any of their respective affiliates, directors, officers, employees, shareholders, representatives or agents and that no information furnished by the Parent constitutes investment, accounting, legal or tax advice. The Subscriber is relying solely upon itself and its professional advisors, if any, for such advice and believes that an investment in the Payment Shares is suitable and appropriate for the Subscriber;

(c) the Subscriber has relied solely upon its own independent investigation in making a decision to acquire the Payment Shares. The Subscriber acknowledges that the Payment Shares are speculative investments which involve a substantial degree of risk with no assurance of any income from such investments and the possibility that such shares may become worthless, and that the Parent is an early stage company with limited operating history upon which to base its likelihood of success;

(d) the Subscriber acknowledges that: (a) the Payment Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") or under any state securities laws and are being offered and sold pursuant to an exemption from registration set forth in the U.S. Securities Act for a transaction by the Parent not involving any public offering; (b) the Parent has not furnished the Subscriber with all of the information that would be available to the Subscriber if the Payment Shares were offered and sold pursuant to an effective registration statement under the U.S. Securities Act; (c) the Parent has no obligation or intention to file with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of the resale of the Payment Shares and (d) that the Payment Shares must be held indefinitely unless they are subsequently registered under the U.S. Securities Act and these laws or an exemption from registration under the U.S. Securities Act and those laws covering the sale of Payment Shares is available;

(e) the Subscriber represents that the Payment Shares will be acquired solely for the account of the Subscriber, solely for investment purposes and not with a view to resale or distribution in violation of United States federal or state securities laws, and that no other person has, or will acquire, any direct or indirect interest in the Payment Shares, other than the Members. The Subscriber has no contract, undertaking, agreement or arrangement with any person to sell, transfer or pledge to such person, or anyone else (other than the Members) the Payment Shares, or any interest therein, and the Subscriber has no plans to enter into any such contract, undertaking, agreement or arrangement.

(f) the Subscriber has not received the Payment Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

(g) the Subscriber understands and acknowledges that the Payment Shares will be “restricted securities”, as defined in Rule 144 under the U.S. Securities Act and that if it decides to offer, sell or otherwise transfer any of the Payment Shares, it will not offer, sell or otherwise transfer any of such Payment Shares, directly or indirectly, other than:

(i) to the Parent;

(ii) outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations and it has prior to such transfer furnished to the Parent an opinion, in form and substance and from counsel reasonably satisfactory to the Parent to such effect;

(iii) if available, pursuant to the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder and in accordance with any applicable state securities or “Blue Sky” laws, and it has prior to such transfer furnished to the Parent an opinion, in form and substance and from counsel reasonably satisfactory to the Parent to such effect; or

(iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable state laws and regulations governing such offer and sale and it has prior to such transfer furnished to the Parent an opinion, in form and substance and from counsel reasonably satisfactory to the Parent to such effect;

(h) the Subscriber understands and agrees that upon the original issuance thereof, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or state or other applicable securities laws, the certificates representing the Payment Shares, and all certificates issued in exchange therefor or in substitution thereof, or ownership statements issued under a direct registration system or other electronic book-entry system, shall bear on the face of such certificates the following legend:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO [•] (THE "CORPORATION"), (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (C) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 OR 144A THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH APPLICABLE U.S. STATE SECURITIES LAWS, OR (D) WITH THE PRIOR WRITTEN CONSENT OF THE CORPORATION, WHICH MAY BE CONDITIONAL ON DELIVERY OF A LEGAL OPINION, IN FORM AND SUBSTANCE SATISFACTORY TO THE CORPORATION, THAT THE SALE QUALIFIES FOR AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE U.S. STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.
>
> UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE ***[FOUR MONTHS AND A DAY AFTER THE CLOSING DATE]***.
>
> THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO THE TERMS OF AN ESCROW AGREEMENT DATED AS OF _____ , 2009, AMONG THE CORPORATION AND THE HOLDER OF THIS SECURITY, A COPY OF WHICH IS ON FILE IN THE PRINCIPAL OFFICE OF THE CORPORATION."

provided that if Payment Shares are being sold in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act, and provided that the Parent is a "<u>foreign issuer</u>" within the meaning of Regulation S under the U.S. Securities Act at the time of sale, the above legend may (subject to compliance with applicable Canadian securities laws) be removed by providing a declaration to the Parent and its transfer agent in the form of Schedule "A" attached hereto (or in such other form as the Parent may prescribe from time to time), and, if requested by the Parent or its transfer agent, an opinion of counsel of recognized standing, in form satisfactory to the Parent, to the effect that the sale of the Payment Shares is being made in compliance with Rule 904 of Regulation S under the U.S. Securities Act;

and, provided, further, that if any such Payment Shares are being sold pursuant to Rule 144 under the U.S. Securities Act (if available), or in a transaction that does not require registration under the U.S. Securities Act or applicable state securities laws, the above legend may (subject to compliance with applicable Canadian securities laws) be removed by delivery to the Parent and its transfer agent of an opinion of counsel of recognized standing, in form satisfactory to the Parent, to the effect that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws;

(i) the Subscriber understands and agrees that there may be material tax consequences to the Subscriber of an acquisition or disposition of the Payment Shares, it is able to bear the financial risk of any taxes that may be assessed on the Subscriber as a result of the acquisition or disposition of the Payment Shares, and it acknowledges that it may be unable to liquidate its investment in the Payment Shares in order to pay any such taxes. The Parent gives no opinion and makes no representation with respect to the tax consequences to the Subscriber under federal, state, local or foreign tax law of the Subscriber's acquisition or disposition of such Payment Shares. In particular, no determination has been made whether the Parent will be a "passive foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code;

(j) the Subscriber acknowledges that (i) the Parent believes it or any predecessor corporation may be deemed to have previously been an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents for the purposes of Rule 144 under the U.S. Securities Act (a "Shell Company"), and as a result, Rule 144 under the U.S. Securities Act may not be available for resales of the Payment Shares until such time as the Parent becomes subject to the reporting requirements of section 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended, and one year has elapsed since the filing by the Parent with the United States Securities and Exchange Commission of a report with "Form 10 Information" reflecting its status as an entity that is no longer a Shell Company, and (ii) the Parent is not obligated to make Rule 144 under the U.S. Securities Act available to the Subscriber for resales of any of the Payment Shares;

(k) the Subscriber understands and agrees that the financial statements of the Parent have been prepared in accordance with Canadian generally accepted accounting principles, which may differ in material respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies;

(l) the Subscriber consents to the Parent making a notation on its records or giving instructions to any transfer agent of the Parent in order to implement the restrictions on transfer set forth and described herein;

(m) the Subscriber acknowledges that there are restrictions on the Subscriber's ability to resell the Payment Shares and it is the responsibility of the Subscriber to find out what those restrictions are and to comply with them before selling any of the Payment Shares;

(n) the Subscriber will indemnify and hold the Parent, the Purchaser and each of their respective affiliates, directors, officers, employees, agents and representatives harmless from and against any and all losses, liabilities, costs, damages, expenses (including legal fees and expenses) and claims of any kind whatsoever arising out of, in connection with or resulting from (i) the sale or distribution of any Payment Shares by the Subscriber in violation of any applicable law, rule or regulation, and (ii) any misrepresentation by the Subscriber contained herein or any breach of any warranty, acknowledgment, covenant or agreement of the Subscriber contained herein;

(o) if the Subscriber is not a natural person, (i) the Subscriber has the power and authority to enter into this Subscription Agreement and any other document required to be executed and delivered by the Subscriber in connection with this subscription for Payment Shares, and to perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby and (ii) the person signing this Subscription Agreement on behalf of the Subscriber has been duly authorized to execute and deliver this Subscription Agreement and each other document required to be executed and delivered by the Subscriber in connection with this subscription for Payment Shares. If the Subscriber is a natural person, the Subscriber has all requisite legal capacity to acquire and hold the Payment Shares and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by the Subscriber in connection with this subscription for Payment Shares. The execution and delivery by the Subscriber of, and compliance by the Subscriber with, this Subscription Agreement and each other document required to be executed and delivered by the Subscriber in connection with this subscription for Payment Shares does not violate, represent a breach of, or constitute a default under, any instruments governing the Subscriber, any law, regulation or order, or any agreement to which the Subscriber is a party or by which the Subscriber is bound. This Subscription Agreement has been duly executed by the Subscriber and constitutes a valid and legally binding agreement of the Subscriber, enforceable against it in accordance with its terms; and

(p) the Subscriber understands and acknowledges that no federal, state or provincial agency, governmental authority, regulatory body, stock exchange or other entity in the United States or Canada, or any other jurisdiction, has made any finding or determination as to the merits of the Payment Shares, nor have any such agencies, governmental authorities, regulatory bodies, stock exchanges or other entities made any recommendation or endorsement with respect to the Payment Shares. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense.

The Subscriber hereby further acknowledges, agrees and consents to:

(a) the disclosure of any information about the Subscriber, including information contained herein and in the Asset Purchase Agreement ("Personal Information") to each of (i) the Parent, (ii) the TSX Venture Exchange (the "TSXV") and (iii) any applicable regulatory authority;

(b) the collection, use and disclosure of Personal Information by the TSXV for the purposes identified by the TSXV, from time to time; and

(c) the collection, use and disclosure of Personal Information by the Parent for corporate finance and shareholder communication purposes or such other purposes as are necessary to the Parent's business.

The Subscriber acknowledges and agrees that the Subscriber has been notified by the Parent (i) of the delivery to the Ontario Securities Commission (the "OSC") of Personal Information pertaining to the Subscriber, including, without limitation, the full name, residential address and telephone number of the Subscriber, the number and type of Payment Shares purchased and the total issue price paid in respect of the Payment Shares, (ii) that this information is being collected indirectly by the OSC under the authority granted to it in securities legislation, (iii) that this information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario, and (iv) that the title, business address and business telephone number of the public official in Ontario who can answer questions about the OSC's indirect collection of the information is the Administrative Assistant to the Director of Corporate Finance, the Ontario Securities Commission, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario M5H 3S8, telephone: (416) 593-8086, facsimile: (416) 593-8252, and (v) the Subscriber hereby authorizes the indirect collection of the information by the OSC.

This Subscription Agreement is not assignable by the Subscriber without the prior written consent of the Parent or the Purchaser. The representations and warranties made by the Investor in this Subscription Agreement shall survive the closing of the transactions contemplated hereby and any investigation made by the Parent or the Purchaser. This Subscription Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument, and shall be governed by and construed in accordance with the laws of the Province of Ontario.

Dated: _____ 2009.

[•]

By ___________________________

Name:

Title:

EM TECHNOLOGIES, INC.

By ___________________________

Name:

Title:

xRM GLOBAL INC.

By ______________________________
Name:
Title:

SCHEDULE "A" TO SUBSCRIPTION AGREEMENT
FORM OF DECLARATION

To: **xRM Global Inc.**

And To: **[Insert Name of Transfer Agent]**

The undersigned (a) represents and certifies that the sale of the securities of • (the "Corporation") to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and (b) certifies that (1) it is not an "affiliate" of the Corporation (as defined in Rule 405 under the U.S. Securities Act), (2) the offer of such securities was not made to a person in the United States and either (A) at the time the buy order was originated, the buyer was outside of the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside of the United States, or (B) the transaction was executed in, on or through the facilities of The Toronto Stock Exchange or the TSX Venture Exchange Inc., and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any affiliate of the seller nor any persons acting on any of its or their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities, (4) the sale is *bona fide* and not for the purpose of "washing off" the resale restrictions imposed on the securities, (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of the U.S. Securities Act with fungible unrestricted securities, and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S under the U.S. Securities Act, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated: ______________________________ ____

Name: Official Capacity/Title