

SHARE PURCHASE AGREEMENT

(Internal Sale)

TABLE OF CONTENTS

	PAGE
0.00 INTERPRETATION	4
0.01 Definitions	4
0.01.01 Agreement	4
0.01.02 Closing Date	4
0.01.03 Shares	4
0.02 Entire Agreement	4
0.03 Applicable Laws	4
1.00 PURPOSE	5
2.00 CONSIDERATION.....	5
3.00 TERMS OF PAYMENT	5
3.01 Initial Instalment	5
3.02 Balance of Price	5
3.03 Advance Payment	5
3.04 Loss of Term	5
4.00 SECURITY	6
5.00 MUTUAL REPRESENTATIONS AND WARRANTIES	6
5.01 Authority and Binding Agreement	6
5.02 Exempt Transaction	6
6.00 REPRESENTATIONS AND WARRANTIES OF VENDOR	6
6.01 Ownership	6
6.02 Encumbrances	6
6.03 Assignability	7
6.04 Dividend	7
6.05 Dilution	7
7.00 REPRESENTATIONS AND WARRANTIES OF PURCHASER	7
8.00 MUTUAL DUTIES AND OBLIGATIONS	7
9.00 DUTIES AND OBLIGATIONS OF VENDOR	7
9.01 Closing Session	7
9.02 Resignation	7
9.03 Non-Competition	7
9.03.01 Undertaking	8
9.03.02 Exclusions	8
(a) Balance of Sale Price	8
9.03.03 Penalty	8

(a) Amount..... 8

(b) Reduction of Sale Price of Shares 8

(c) Preventive Remedies 8

9.03.04 Assignment of Rights 8

9.03.05 Reasonableness of Clause..... 9

9.04 Non-Solicitation 9

9.04.01 Personnel 9

(a) Scope 9

(b) Penalty 9

i) Automatic Penalty 9

ii) Payment of Penalty 10

iii) Preventive Remedies 10

9.04.02 Clients 10

(a) Scope 10

(b) Penalty 10

i) Automatic Penalty 10

ii) Payment of Penalty 10

iii) Preventive Remedies 10

9.05 Release 10

10.00 DUTIES AND OBLIGATIONS OF PURCHASER 11

10.01 Closing Date 11

11.00 SPECIAL PROVISIONS..... 11

12.00 GENERAL PROVISIONS 11

12.01 Notice 11

12.02 Election 11

12.03 Amendment 11

12.04 No Waiver of Rights 12

12.05 Language 12

13.00 TERMINATION 12

14.00 EFFECTIVE DATE 13

15.00 DURATION 13

16.00 SCOPE 14

SCHEDULES

PAGE

SCHEDULE 9.04.02 – NON-SOLICITATION OF CLIENTS (INCL. GOODS AND SERVICES)..... 15

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SHARE PURCHASE AGREEMENT entered into in the City of, Province of, Canada.

BETWEEN: (name of individual), (occupation), domiciled and residing at (civic number and street name), in the City of (name of city), Province of (name of province), (postal code), doing business as (business name);

HEREINAFTER REFERRED TO AS THE "VENDOR";

AND: (corporate name), a legal person duly incorporated under the Act (name of statute under which incorporated), having its principal place of business at (civic number and street name), in the City of (name of city), Province of (name of province), (postal code), and duly registered under the designating number in accordance with the Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered), represented by (name of representative), its (title of representative), duly authorized for the purposes hereof, as he/she so declares; ;

HEREINAFTER REFERRED TO AS THE "PURCHASER";

HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- (A) The VENDOR is the owner, with good and marketable title, free and clear of any encumbrance whatsoever, and the registered holder of the shares, as defined in Subsection 0.01.03 below, which shares are fully paid-up and non-assessable;
(B) The PURCHASER is interested in acquiring all or part of the above-mentioned shares held by the VENDOR, who has agreed to sell such shares;
(C) The PARTIES wish to set out the terms of their agreement regarding such purpose in a private agreement;

Table with 2 columns: VENDOR, PURCHASER

(D) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in the Agreement or in any ancillary or subordinate documentation will be interpreted as follows:

0.01.01 Agreement

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendments thereto that the PARTIES may make from time to time in accordance with Section 12.03 herein;

0.01.02 Closing Date

means, 20.., the date set to sign the documents required to carry out the transaction contemplated under the Agreement;

0.01.03 Shares

means the (.....) Class “.....” shares and (.....) Class “.....” shares of the share capital of (hereinafter “.....”) as well as the (.....) Class “.....” shares and (.....) Class “.....” shares of the share capital of (hereinafter “.....”) (..... and hereinafter collectively referred to as the “Corporations”).

0.02 Entire Agreement

The Agreement constitutes the entire understanding between the PARTIES relating to the purposes stated herein. It supersedes any other written or verbal promise or covenant made prior to the date it was signed, any schedules attached to the Agreement, and any future amendments agreed upon by the PARTIES that do not comply with Section 12.03 of the Agreement. In the event of a conflict between the provisions of the Agreement and the provisions of any ancillary agreement, the Agreement will prevail.

0.03 Applicable Laws

VENDOR	PURCHASER