

DATA GROUP LTD.

Annual and Special
Meeting of
Shareholders

To be held on
June 17, 2014

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD ON JUNE 17, 2014

and

MANAGEMENT INFORMATION CIRCULAR

May 20, 2014

THE BOARD OF DATA GROUP LTD. UNANIMOUSLY RECOMMENDS THAT SHAREHOLDERS VOTE:

- FOR THE DATA GROUP LTD. NOMINEES AS DIRECTORS
- FOR THE APPOINTMENT OF AUDITORS
- FOR THE AMENDMENT TO GENERAL BY-LAW 1
- FOR THE ADVANCE NOTICE BY-LAW
- FOR THE LONG-TERM INCENTIVE PLAN
- FOR THE SHAREHOLDER RIGHTS PLAN

YOUR VOTE “FOR” WILL ENSURE DATA GROUP LTD. CONTINUES TO MOVE FORWARD IN THE RIGHT DIRECTION.

This booklet contains important information and requires your immediate attention. If you are in doubt as to how to deal with these materials or the matters they describe, please consult your professional advisor. If you have questions or require assistance with voting your shares, you may contact DATA Group Ltd.’s proxy solicitation agent:

Laurel Hill Advisory Group

North American Toll-Free Number: 1-877-452-7184

Collect Calls Outside North America: 416-304-0211

Email: assistance@laurelhill.com

YOUR VOTE IS IMPORTANT. PLEASE VOTE YOUR YELLOW PROXY TODAY.

DATA GROUP LTD.

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD ON JUNE 17, 2014

Notice is hereby given that the annual and special meeting of the common shareholders of DATA Group Ltd. (the “**Corporation**”) will be held at the offices of McCarthy Tétrault LLP, Suite 5300, Toronto Dominion Bank Tower, 66 Wellington Street West, Toronto, Ontario on June 17, 2014 at 10:00 a.m. (Toronto time). At the meeting, shareholders will be asked to:

- (a) receive the consolidated financial statements for the year ended December 31, 2013, together with the report of the auditors thereon;
- (b) elect directors for the coming year;
- (c) appoint auditors and authorize the directors to fix the remuneration to be paid to the auditors;
- (d) consider and, if thought advisable, pass, with or without variation, an ordinary resolution, the full text of which is set forth in Appendix “A” to the accompanying management information circular (the “**Circular**”), to approve and confirm an amendment to general By-law No. 1 of the Corporation to increase the quorum requirements for shareholder meetings, as more particularly described in the Circular; and
- (e) consider and, if thought advisable, pass, with or without variation, an ordinary resolution, the full text of which is set forth in Appendix “B” to the Circular, to approve and confirm the adoption of an advance notice by-law of the Corporation, as more particularly described in the Circular;
- (f) consider and, if thought advisable, pass, with or without variation, an ordinary resolution, the full text of which is set forth in Appendix “C” to the Circular, to approve and re-confirm the long-term incentive plan of the Corporation, as more particularly described in the Circular;
- (g) consider and, if thought advisable, pass, with or without variation, an ordinary resolution, the full text of which is set forth in Appendix “D” to the Circular, to approve and re-confirm the shareholder rights plan of the Corporation, as more particularly described in the Circular; and
- (h) transact such other business as may properly come before the meeting or any adjournment thereof.

This notice is accompanied by the Circular, a yellow form of proxy, a financial statement request form and an annual report that includes the audited financial statements for the year ended December 31, 2013.

A common shareholder of record at the close of business on April 18, 2014 will be entitled to vote at the meeting.

Registered shareholders who are unable to attend the meeting in person are encouraged to complete, date and sign the enclosed YELLOW form of proxy and return it in the enclosed envelope. To be effective, proxies must be sent by mail, facsimile or personal delivery to the attention of DATA Group Ltd. c/o Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, Attention: Proxy Department, or by facsimile to 1-866-249-7775 or 416-263-9524, no later than 10:00 a.m. (Toronto time) on June 13, 2014 or, if the meeting is adjourned, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto) before the time set for the adjourned meeting. The deadline for the deposit of proxies may be waived by the chairman of the meeting at his sole discretion without notice.

Your vote is important. If you have any questions or need assistance completing your YELLOW proxy or voting instruction form, please call Laurel Hill Advisory Group toll free at 1-877-452-7184 or 416-304-0211 or email assistance@laurelhill.com.

If you are a non-registered shareholder of the Corporation and received this Notice of Meeting and accompanying materials through an intermediary, such as a broker, a financial institution, a participant, a trustee or administrator of a self-administered retirement savings plan, retirement income fund, education savings plan or other similar self-administered savings or investment plan registered under the *Income Tax Act* (Canada), or a nominee of any of the foregoing that holds your security on your behalf, please read the instructions regarding how to vote at or attend the Meeting under “General Proxy Matters – Non-Registered Shareholders” in the Circular.

DATED May 20, 2014.

By Order of the Board of Directors

A handwritten signature in black ink, appearing to read 'Derek Ridout', written over a horizontal line.

Derek Ridout

Chair of the Board

DATA Group Ltd.

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Your vote is important. If you have any questions or need assistance completing your YELLOW proxy or voting instruction form, please call Laurel Hill Advisory Group toll free at 1-877-452-7184 or 416-304-0211 or email assistance@laurelhill.com.

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Your vote is important. If you have any questions or need assistance completing your YELLOW proxy or voting instruction form, please call Laurel Hill Advisory Group toll free at 1-877-452-7184 or 416-304-0211 or email assistance@laurelhill.com.

GENERAL PROXY MATTERS

General

This management information circular, or Circular, of DATA Group Ltd. dated May 20, 2014 is furnished in connection with the solicitation of proxies by and on behalf of management of DATA Group Ltd. for use at the annual and special meeting of our shareholders, or Meeting, to be held on June 17, 2014 and any adjournment of the Meeting.

We have not authorized anyone to give any information or make any representation in connection with any matters to be considered at the Meeting other than those contained in this Circular and, if given or made, any such information or representation must not be relied upon as having been authorized.

Unless otherwise indicated, or the context otherwise requires, in this Circular the terms “**Corporation**”, “**we**”, “**us**” and “**our**” refer to DATA Group Ltd.; “**DATA Group**” refers to DATA Group Ltd. and its subsidiary, DATA Group (US) Corp.; “**Common Shares**” refers to common shares of DATA Group Ltd.; and “**shareholders**” refers to holders of Common Shares.

Information contained in this Circular is given as of April 30, 2014, unless otherwise specifically stated.

DATA Group Ltd.

DATA Group Ltd. is governed by the *Business Corporations Act* (Ontario), or the OBCA, pursuant to articles of amalgamation dated January 1, 2014. DATA Group Ltd. is the successor to DATA Group Inc., or DGI, which was an entity governed by the OBCA. Effective January 1, 2014, DGI completed an internal reorganization, or the Amalgamation, pursuant to which DGI amalgamated with its Canadian subsidiaries, DATA Group Ltd., or DGL, The Fulfillment Solutions Advantage Inc. and FSA Datalytics Canada Inc. to form a new corporation called “DATA Group Ltd.” Pursuant to the Amalgamation, all of the issued and outstanding shares of DGI’s Canadian subsidiaries were cancelled and the assets and liabilities of the amalgamating corporations became the assets and liabilities of DATA Group Ltd. No securities were issued in connection with the Amalgamation and the authorized and issued share capital of DATA Group Ltd. is the same as that of DGI immediately prior to the Amalgamation becoming effective.

DGI was the successor to The DATA Group Income Fund, or the Fund, which was an unincorporated, open-ended, limited purpose trust established under the laws of the Province of Ontario. On January 1, 2012, the Fund completed a reorganization of its income trust structure into a corporation, being DGI, pursuant to a plan of arrangement, or the Arrangement, under the OBCA. The Arrangement involved the Fund, DGI, The DATA Group Limited Partnership and DATA Business Forms Limited (a predecessor to DATA Group Ltd.). The Fund did not carry on any active business. Prior to the Arrangement, DATA Business Forms Limited was the general partner of The DATA Group Limited Partnership and The DATA Group Limited Partnership and the Fund’s other subsidiaries carried on active business. Pursuant to the Arrangement, the Fund and The DATA Group Limited Partnership were wound up and dissolved and the unitholders of the Fund became the shareholders of DGI.

Solicitation of Proxies

It is expected that the solicitation of proxies will be primarily by mail, but proxies may also be solicited personally, by advertisement or by telephone by our regular employees without special compensation, by our transfer agent, Computershare Investor Services Inc., at nominal cost or by the Corporation’s proxy solicitation agent, Laurel Hill Advisory Group, or Laurel Hill, pursuant to an agreement between the Corporation and Laurel Hill. Under the terms of that agreement, Laurel Hill has agreed to provide proxy solicitation services at a cost of up to \$40,000. Banks, brokerage houses and other custodians and nominees or fiduciaries will be requested to forward proxy solicitation material to their principals and to obtain authorizations for the execution of proxies and will be reimbursed for their reasonable expenses in doing so. We will bear the cost of solicitation.

Your vote is important. If you have any questions or need assistance completing your YELLOW proxy or voting instruction form, please call Laurel Hill Advisory Group toll free at 1-877-452-7184 or 416-304-0211 or email assistance@laurelhill.com.

Appointment of Proxies

Enclosed with this Circular being sent to our shareholders is a form of proxy. The persons designated in the enclosed form of proxy are Michael Suksi, a director and the President and Chief Executive Officer of DATA Group Ltd., and Derek Ridout, a director of DATA Group Ltd. **Each shareholder has the right to appoint some other person (who need not be a shareholder) to attend, vote and act on their behalf at the Meeting. This right may be exercised by inserting the person's name in the blank space provided in the enclosed form of proxy or by completing another proper instrument of proxy naming such other person as proxyholder. The instrument appointing a new proxy must be in writing and must be signed by the shareholder or his or her attorney therefor duly authorized in writing.**

Only registered shareholders or the persons they appoint as their proxies are permitted to vote at the Meeting. You are a registered shareholder if you have a share certificate for Common Shares and they are registered in your name or if you hold Common Shares through direct registration. Shareholders who hold their Common Shares through a bank, broker or other intermediary should read the instructions under the heading below, "Non-Registered Shareholders".

In order to be valid, the YELLOW form of proxy must be delivered:

- by fax to Computershare Investor Services Inc., Attention: Proxy Department at 1-866-249-7775 or 416-263-9524; or
- by mail to Computershare Investor Services Inc., Attention: Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1; or
- by personal delivery to Computershare Investor Services Inc. at the address set out above,

in each case so as to be deposited with the Corporation no later than 10:00 a.m. (Toronto time) on June 13, 2014 or, if the Meeting is adjourned, not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the City of Toronto) before the time set for the adjourned Meeting. The deadline for the deposit of proxies may be waived or extended by the Chair of the Meeting at the Chair's discretion without notice.

Non-Registered (Beneficial) Shareholders

The information in this section is of significant importance to shareholders who do not hold their Common Shares in their own name. Only registered shareholders or the persons they appoint as their proxies are permitted to vote at the Meeting.

You are a non-registered shareholder if you hold Common Shares through an intermediary (including, banks, trust companies, securities dealers or brokers and trustees or administrators of self-administered RRSP's, RRIF's, RESP's and similar plans) that the non-registered holder deals with in respect of the Common Shares, or a clearing agency (such as the Canadian Depository for Securities Limited) of which the intermediary is a participant. In accordance with the requirements of the Canadian Securities Administrators, we will have distributed copies of the notice of meeting accompanying this Circular, this Circular, the enclosed YELLOW form of proxy, financial statement request form and our financial statements for the year ended December 31, 2013 to the clearing agencies and intermediaries for onward distribution to non-registered shareholders. Typically, intermediaries will use a service company to forward such materials to non-registered shareholders. The majority of intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge Investor Communications Corporation in Canada and its counterpart in the United States, or Broadridge.

If you are a non-registered shareholder, you may vote in person, by proxy or by internet only by the following procedures outlined below. If you wish to vote by internet, please see the voting instruction form enclosed for details on protocol.

Your vote is important. If you have any questions or need assistance completing your YELLOW proxy or voting instruction form, please call Laurel Hill Advisory Group toll free at 1-877-452-7184 or 416-304-0211 or email assistance@laurelhill.com.

To Vote in Person

If you are able to attend the Meeting in person, and wish to vote your Common Shares in person you may do so by either (i) inserting your own name in the space provided on the enclosed voting instruction form or form of proxy provided by your intermediary; or (ii) submitting any other document in writing to your intermediary that requests that the non-registered shareholder or nominees thereof should be appointed as proxy. Then, follow the signing and return instructions provided by your intermediary. If you do not properly follow the return instructions provided by your intermediary, you may not be able to vote such Common Shares. Before the official start of the Meeting on June 17, 2014, please register with the representatives(s) from Computershare Investor Services Inc., who will be situated at a welcome table just outside the Meeting room. Once you are registered with Computershare Investor Services Inc., and, provided the instructions you provided to your intermediary have been forwarded by your intermediary to Computershare Investor Services Inc., your vote will be requested and counted at the Meeting.

To Vote by Proxy or Online

Intermediaries are required to forward the Meeting materials to non-registered shareholders and often use service companies for this purpose. Generally, non-registered shareholders will either:

- be given a voting instruction form which is not signed by the intermediary and which, when properly completed and signed by the non-registered shareholder and returned to the intermediary or its service company, will constitute authority and instructions (often called a proxy authorization form) which the intermediary must follow (and which may, in some cases, permit the completion of the voting instruction form by telephone or internet); or
- less typically, be given a form of proxy which has already been signed by the intermediary (typically by a facsimile stamped signature), which is restricted as to the number of Common Shares beneficially owned by the non-registered shareholder, but which is otherwise not completed. This form of proxy need not be signed by the non-registered shareholder. In this case, the non-registered shareholder who wishes to submit a proxy should properly complete the applicable form of proxy and submit it to DATA Group Ltd., c/o Computershare Investor Services Inc., 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, Attention: Proxy Department, with respect to the Common Shares beneficially owned by such non-registered shareholder, in accordance with the instructions elsewhere in this Circular.

In either case, the purpose of this procedure is to permit the non-registered shareholder to direct the voting of the Common Shares he or she beneficially owns.

To Vote Online: visit at www.proxyvote.com and enter the 12 digit control number listed on the voting instruction form.

Additionally, there are two kinds of non-registered shareholders: (i) those who object to their name being made known to the issuers of securities which they own, known as objecting beneficial owners or "OBOs"; and (ii) those who do not object to their name being made known to the issuers of securities which they own, known as non-objecting beneficial owners or "NOBOs". The Corporation may utilize the Broadridge QuickVote™ service to assist non-registered shareholders that are NOBOs with voting their Common Shares. NOBOs may be contacted by Laurel Hill to conveniently obtain a vote directly over the telephone.

Revocation of Proxies

A registered shareholder who has given a proxy may revoke the proxy (a) by completing and signing a proxy bearing a later date and depositing it as previously described, or (b) by depositing an instrument in writing executed by him or her or by his or her attorney authorized in writing (i) at our registered office at any time up to and including the second last business day (being a day other than a Saturday, Sunday or statutory holiday, when banks are generally open for business in Toronto, Ontario for the transaction of banking business) preceding the day of the Meeting or any adjournment thereof, or (ii) with the chairman of the Meeting prior to the commencement of the Meeting on the day of the Meeting or any adjournment thereof, or (c) in any other manner permitted by law.

Your vote is important. If you have any questions or need assistance completing your YELLOW proxy or voting instruction form, please call Laurel Hill Advisory Group toll free at 1-877-452-7184 or 416-304-0211 or email assistance@laurelhill.com.

A non-registered shareholder may revoke a proxy instruction form (voting instructions) or a waiver of the right to receive Meeting materials and to vote given to an intermediary at any time by written notice to the intermediary, except that an intermediary is not required to act on a revocation of proxy instruction form (voting instructions) or of a waiver of the right to receive materials and to vote that is not received by the intermediary at least seven days prior to the Meeting.

Voting of Proxies

On any ballot that may be called for, Common Shares represented by properly executed proxies in favour of the persons specified in the enclosed form of proxy will be voted for or against or withheld from voting in accordance with the specifications made therein. **If a specification is not made with respect to any matter to be voted on at the Meeting, Common Shares will be voted in FAVOUR of those matters set out in the enclosed form of proxy.** The enclosed form of proxy confers discretionary authority upon the persons specified therein with respect to amendments or variations to matters identified in the accompanying notice of Meeting, and with respect to other matters which may properly come before the Meeting. As of the date of this Circular, we are not aware of any such amendment, variation or other matter to come before the Meeting.

Record Date, Voting of Common Shares and Quorum

As at April 30, 2014, we had 23,490,592 Common Shares issued and outstanding. Shareholders of record at the close of business on April 18, 2014 are entitled to receive notice of and to attend the Meeting in person or by proxy and are entitled to one vote per Common Share held on all matters to come before the Meeting.

Only those shareholders of record on the record date with the right to vote will be entitled to vote the Common Shares owned by the shareholder at the Meeting or any adjournment(s) thereof, in person or by proxy.

Two or more persons present in person either holding personally or representing as proxies in the aggregate at least 25 per cent of the votes attached to all of our outstanding Common Shares will constitute a quorum for the transaction of business at the Meeting.

Under normal conditions, confidentiality of voting is maintained by virtue of the fact that proxies and votes are tabulated by our transfer agent. However, such confidentiality may be lost as to any proxy or ballot if a question arises as to its validity or revocation or any other like matter. Loss of confidentiality may also occur if our Board of Directors decides that disclosure is in the interest of the Corporation or its shareholders.

Principal Shareholders

To the knowledge of our Board of Directors, as at May 14, 2014, the following person beneficially owns, or controls or directs, directly or indirectly, voting securities carrying 10 per cent or more of the voting rights attached to any class of our voting securities.

| Name | Number of Common Shares beneficially owned or over which control or direction is exercised | Percentage of Total Common Shares |
|-----------------------------|---|--|
| KST Industries Inc. (“KST”) | 3,047,869 ⁽¹⁾ | 12.97% |

Note:

(1) This information has been provided by KST.

Your vote is important. If you have any questions or need assistance completing your YELLOW proxy or voting instruction form, please call Laurel Hill Advisory Group toll free at 1-877-452-7184 or 416-304-0211 or email assistance@laurelhill.com.

STATEMENT OF CORPORATE GOVERNANCE PRACTICES

Overview

We are committed to a high standard of corporate governance practices. Our Board of Directors is committed to aligning corporate governance practices with the recommendations currently in effect and contained in National Policy 58-201 – *Corporate Governance Guidelines*, or NP 58-201, which are addressed below. The Canadian securities regulatory authorities have adopted National Instrument 58-101 – *Disclosure of Corporate Governance Practices*, or NI 58-101, and NP 58-201 with the objective of providing greater transparency to Canadian capital markets regarding public entity corporate governance practices. The Board of Directors will continue to monitor developments in this area carefully and will respond appropriately to any future changes.

Over the past several years there have been various initiatives by securities regulatory authorities, institutional investors and stock exchanges to enhance the standards of corporate governance within public companies. These initiatives have addressed corporate governance issues generally and, in particular, issues related to accounting controls, disclosure standards, board oversight, appropriate management incentives, board independence and other matters.

Board of Directors

Board Mandate

Our Board of Directors assumes stewardship of, and recognizes that it is ultimately responsible for, ensuring that our affairs are managed properly to protect and enhance shareholder value. Among its duties and responsibilities, the Board of Directors:

- oversees the formulation of our long-term strategic, financial and organizational plans and monitors performance in accordance with those plans
- assesses the principal risks of our businesses and ensures appropriate systems are in place to manage those risks
- oversees succession planning, including appointing, training and monitoring senior management
- oversees the integrity of internal controls and management information systems
- approves dividends on the Common Shares
- oversees our communications policy and reviews and, where necessary, approves (directly or through one of the Board of Directors committees) our material disclosure documents, such as annual and quarterly financial statements, management’s discussion and analysis, management information circulars for annual meetings and annual information forms

In addition, the Board has adopted a written Charter, a copy of which is attached as Appendix “E” to this Circular.

For the year ended December 31, 2013, our Board of Directors discharged its responsibilities directly and through the Audit Committee, the Compensation Committee and the Corporate Governance Committee. In 2014, the Board will discharge its responsibilities directly and through those committees.

Board of Directors Composition and Independence

Our Board of Directors is currently composed of six directors. Five (or approximately 83%) of our directors are considered independent under NI 58-101, namely Messrs. Albino, Fotheringham, Greenhough, Ridout and Spencer.

Your vote is important. If you have any questions or need assistance completing your YELLOW proxy or voting instruction form, please call Laurel Hill Advisory Group toll free at 1-877-452-7184 or 416-304-0211 or email assistance@laurelhill.com.

The number of directors to be elected at the Meeting is seven. Six (or approximately 86%) of the nominees for election as directors at the Meeting are considered independent under NI 58-101, namely Messrs. Albino, Blair, Phillips, Spencer, Takhar and Ward.

The remaining director and nominee, Michael Suksi, is not independent under NI 58-101 by virtue of his relationship with the Corporation as its President and Chief Executive Officer.

Our Board elects from its ranks a chairperson to preside at all meetings of the Board. Derek Ridout, an independent director, was appointed as Chair of the Board of Trustees of the Fund in December 2004 and continued to act as Chair of the Board throughout 2013. Mr. Ridout is currently the Chair of our Board of Directors.

Outside Directorships

The following proposed nominees for election as directors also hold other reporting issuer trusteeships or directorships as set out below:

| <u>Director</u> | <u>Reporting Issuer</u> ⁽¹⁾ |
|------------------------|---|
| Michael Blair | Dominion Citrus Income Fund |
| Rod Phillips | Postmedia Network Canada Corp. |
| Thomas R. Spencer | Equity Financial Holdings Inc. |
| J.R. Kingsley Ward | Wheels Group Inc. |

Note:

(1) The units of Dominion Citrus Income Fund, the common shares of Postmedia Network Canada Corp., the common shares of Equity Financial Holdings Inc., and the common shares of Wheels Group Inc. are listed on the Toronto Stock Exchange, or the TSX. Mr. Spencer will not stand for re-election as a director of Equity Financial Holdings Inc. at its annual meeting of shareholders to be held on May 28, 2014.

During 2013, Mr. Ridout was a trustee of Richards Packaging Income Fund, the units of which are listed on the TSX.

The Board of Directors has established procedures to enable it to facilitate open and candid discussion among the independent directors and is satisfied that it can exercise independent judgment in carrying out its responsibilities. These include:

- the Chair of the Board of Directors, Derek Ridout, is an independent director and has, as a primary function, the facilitation of the operations and deliberations of the Board and the satisfaction of the Board's responsibilities under its Charter
- the Board of Directors meets on a regular basis with the Chief Executive Officer and without other management of the Corporation present, and it also meets from time to time without the Chief Executive Officer. At each meeting of the Board held in 2013, the independent members of the Board met without our management present

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Board Meeting Attendance

During 2013, our directors attended meetings of the Board of Directors and meetings of committees of the Board as set out below:

| <u>Director</u> | <u>Board Meetings Attended⁽¹⁾</u> | <u>Committee Meetings Attended⁽²⁾</u> |
|--------------------|--|--|
| William Albino | 6 | 8 |
| Ron Fotheringham | 6 | 8 |
| John H. Greenhough | 6 | 8 |
| Derek Ridout | 6 | 4 |
| Thomas R. Spencer | 6 | 12 |
| Michael Suksi | 6 | — |

Notes:

- (1) In 2013, the Board of Directors held a total of 6 meetings and each of the directors attended all meetings of the Board of Directors.
- (2) In 2013, each director that was a member of a committee of the Board of Directors attended 100% of the committee meetings that such director was eligible to attend based on the person's committee membership.

Committees of our Board of Directors

Our Board of Directors discharges its responsibilities directly, on the advice and recommendations of its committees. The Board has established three standing committees and delegates certain of its responsibilities to those committees. In each case, the committee is mandated to report to the Board of Directors and to carry out certain responsibilities. However, all decisions, recommendations and proposals require full board acceptance. The Board of Directors has approved charters that govern the respective committees of the Board.

The three standing committees of our Board of Directors are the Audit Committee, the Compensation Committee and the Corporate Governance Committee. A brief summary of each committee's mandate is set out below.

Audit Committee

The members of the Audit Committee are Thomas R. Spencer (Chair), William Albino, Ron Fotheringham and John H. Greenhough, each of whom was a member of the Audit Committee throughout 2013. All of the members of the Audit Committee are independent within the meaning of Multilateral Instrument 52-110 - *Audit Committees*. The Audit Committee is responsible for monitoring our financial reporting, accounting systems, internal controls and liaising with external auditors.

The Audit Committee's responsibilities include:

- reviewing and discussing with our management and our external auditors where appropriate, the annual and interim financial statements and management's discussion and analysis and earnings press releases with respect to our annual and interim financial results
- considering the scope and extent of the annual audit and evaluating the external auditor's performance for the preceding fiscal year, reviewing their fees and making recommendations to the Board of Directors

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- reviewing the independence and performance of our external auditors and annually recommending to the Board of Directors the independent external auditors to be proposed for appointment at the next annual meeting of shareholders
- examining the presentation and impact of significant risks and key management estimates and judgements which may have a material impact on our financial reporting
- examining the adequacy of internal accounting and control procedures and systems

During 2013, the Audit Committee met four times.

For additional information concerning the Audit Committee, see the section entitled “Management of the DATA Group – Committees of the Board of Directors of the DATA Group – Audit Committee” contained in our annual information form dated March 28, 2014.

Corporate Governance Committee

The members of the Corporate Governance Committee are John H. Greenhough (Chair), William Albino and Thomas R. Spencer, each of whom was a member of the Corporate Governance Committee throughout 2013. All of the members of the Corporate Governance Committee are independent within the meaning of NI 58-101. The Corporate Governance Committee is responsible for:

- developing our approach to corporate governance issues and compliance with applicable laws, regulations, rules, policies and orders with respect to such issues
- reviewing our annual report on corporate governance for inclusion in our public disclosure documents
- advising the directors in filling vacancies on the Board of Directors
- periodically reviewing the composition and effectiveness of the Board of Directors and committees of the Board of Directors and the contribution of individual directors
- reviewing director compensation and our director’s and officer’s liability insurance and indemnification procedures

The process the Corporate Governance Committee undergoes to fill any vacancies on the Board of Directors includes identifying new nominees who have expertise in an area of strategic importance to us, a willingness to serve on the Board of Directors and any of its committees, and the ability to devote sufficient time to Board of Directors service.

In determining director compensation, the Corporate Governance Committee takes into account directors’ time commitment, director compensation offered by other corporations of similar size, operations and market capitalization, and the risks and responsibilities that the directors assume in fulfilling their duties on the Board of Directors and any committee of the Board of Directors.

The Corporate Governance Committee is also responsible for adopting and periodically reviewing and updating our written disclosure policy. This policy, among other things:

- articulates our legal obligations and those of our directors, with respect to confidential corporate information
- identifies spokespersons who are the only persons authorized to communicate on our behalf with third parties such as analysts, media and investors
- provides guidelines regarding the disclosure of forward-looking information

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- requires advance review by the directors (or, where considered appropriate, the Audit Committee) of any disclosure of financial information, and ensures that selective disclosure of material information is not permitted and that, if it occurs, a news release is issued immediately
- establishes “black-out” periods, immediately prior to and following the disclosure of quarterly and annual financial results and immediately prior to the disclosure of certain material changes during which we, our affiliated entities and our respective directors, officers, employees and consultants may not purchase or sell Common Shares

Each year, the Corporate Governance Committee recommends to the Board of Directors the compensation to be paid to the directors for the year. The Board of Directors, based on this recommendation, then establishes the annual compensation for the directors. In making its recommendation, the Corporate Governance Committee reviews each element of director compensation, including the annual retainer, the committee chair retainer, Meeting fees and equity awards, to determine whether the amounts are reasonable for the services provided by the directors.

During 2013, the Corporate Governance Committee met four times.

Compensation Committee

The members of the Compensation Committee are Ron Fotheringham (Chair), Derek Ridout and Thomas R. Spencer, each of whom was a member of the Compensation Committee throughout 2013. The Compensation Committee is composed entirely of independent directors within the meaning of NI 58-101. Throughout their careers, each of Mr. Fotheringham, Mr. Ridout and Mr. Spencer has held senior leadership roles in complex business organizations through which they gained considerable experience that is relevant to their respective responsibilities as members of the Compensation Committee and, in particular, reviewing the components of our compensation programs. The background of each member of the Compensation Committee is summarized under the heading “Matters to be Acted Upon at the Meeting – Election of Directors”. None of the members of the Compensation Committee is an active chief executive officer of any publicly-traded entity.

The Compensation Committee establishes the compensation levels for our Chief Executive Officer, or CEO, and the Chief Financial Officer, or CFO. This includes setting, in consultation with the CEO and CFO on an annual basis, corporate goals and objectives relevant to the compensation of the CEO and CFO, and reviewing and assessing their performance against those goals and objectives. In addition, the Committee is responsible for administering our equity compensation plans.

The Compensation Committee’s responsibilities also include:

- overseeing succession planning and making recommendations to the Board of Directors regarding the appointment of our officers and executive compensation
- reviewing with the CEO our salary scales and general salary structure, overall compensation strategy, objectives and policies
- reviewing and approving any compensation report required by applicable securities regulatory authorities for disclosure in annual proxy materials
- reviewing a code of ethics for our directors, officers and employees and submitting the same to the Board of Directors for its consideration and approval
- assisting the Board of Directors in fulfilling its responsibilities relating to our retirement pension plans

During 2013, the Compensation Committee met four times.

Position Descriptions

The Board of Directors has developed written position descriptions for the Chair of the Board of Directors and for the Chair of each committee of the Board of Directors.

Chair of the Board of Directors

The Chair of our Board of Directors is responsible for the efficient organization and operation of the Board of Directors and its committees in order to facilitate the operations and deliberations of the Board of Directors and the satisfaction of the Board of Directors' responsibilities under its charter; ensuring the effective communication between the Board of Directors and management and that the Board of Directors effectively carries out its mandate; and reviewing the agenda for each Meeting of the Board of Directors and for all meetings of the committees of the Board of Directors.

Chief Executive Officer

Our Board of Directors and the Chief Executive Officer have developed a written position description for the Chief Executive Officer. The objectives of the Chief Executive Officer include the general mandate to manage DATA Group and its businesses, including financial and human resources, and to maximize shareholder value. The Chief Executive Officer's objectives are discussed annually with the Compensation Committee.

Orientation and Continuing Education

We provide new directors with access to the Chief Executive Officer and all other senior management to provide each director with an understanding of DATA Group. The Chair of the Board of Directors reviews with new directors the role of the Board of Directors, its committees and its directors and the expectations of each member, including the rules and regulations with regard to the trading of our securities. Updates on our businesses and activities are provided to directors on a regular basis to ensure that directors have the necessary knowledge concerning the Corporation to meet their obligations as directors. All directors are also encouraged to visit our facilities with a view to enabling them to better understand our businesses.

Ethical Business Conduct

As part of our commitment to effective corporate governance, all directors, officers and employees of DATA Group must act in accordance with our Business Conduct Guidelines. The Guidelines, which have been adopted by the Board of Directors, require every director, officer, and employee of DATA Group Ltd. and its subsidiary to observe high standards of business and personal ethics as they carry out their duties and responsibilities. The Guidelines set forth policies and procedures which comprise the core principles applicable to all, and address ethical conduct, conflicts of interest and compliance with the law. The Guidelines are administered by the Compensation Committee. The Compensation Committee oversees and monitors the Guidelines and reports to the Board of Directors on the implementation and monitoring of the Guidelines and all matters that arise related to their provisions, including any departures or waivers that are granted. Any person may obtain a copy of the Guidelines by written request to the Secretary of the Corporation, 9195 Torbram Road, Brampton, Ontario, Canada, L6S 6H2, telephone (905) 791-3151. The Board of Directors also ensures that directors exercise independent judgment in consideration of transactions in respect of which a director or executive officer, as applicable, has a material interest by requiring all directors and executive officers to adhere to the declaration of conflict of interest requirements mandated by applicable law.

Committee Assessments

The Chair of our Board of Directors is responsible for the effective operation of the Board of Directors and its committees. These duties include ensuring that issues regarding quality of information and Board of Directors performance have been reviewed at meetings of the Board of Directors and that the Chair has made himself or herself available at all times for discussions with individual members of the Board of Directors regarding Board of Directors performance. In carrying out his or her responsibilities, the Chair also reviews the contributions of individual directors and considers whether the current composition of the Board of Directors promotes effectiveness and efficiency in its decision-making. The Audit Committee, Compensation Committee and Corporate Governance Committee each regularly

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assesses its effectiveness by requesting and collecting information from respective members of each committee in connection with formal and informal assessments of the Board of Directors. As a result of this process, the Board of Directors believes that the Board of Directors and each of its committees is operating effectively, with highly capable, informed individuals carrying out their responsibilities in a professional manner. The Board of Directors and the Audit Committee, Compensation Committee and Corporate Governance Committee each conduct self-assessments on a bi-annual basis. The Board of Directors completed self-assessments in 2013.

COMPENSATION DISCUSSION AND ANALYSIS

The following section of this Circular and the section below entitled “Executive Compensation” discuss our executive compensation policies and practices, including information regarding all significant elements of compensation awarded to, earned by, paid to, or payable to each of our executive officers named in the Summary Compensation Table below (our Chief Executive Officer, or CEO, Michael Suksi; our Chief Financial Officer, or CFO, Paul O’Shea; and our three other most highly compensated executive officers in 2013). We refer to these individuals in this Circular as the Named Executive Officers.

Compensation Philosophy and Objectives

Our executive officer compensation program is designed to:

- provide motivation and incentives to our executives with a view to enhancing shareholder value and successfully implementing our business plans
- attract and retain key employees
- recognize the scope and level of responsibility of each position
- provide a competitive level of total compensation to all of our executives
- reward superior performance and achievement

We evaluate both performance and compensation to ensure that our compensation philosophy and objectives are met. We periodically review our executive officer compensation philosophy and program to ensure that they are consistent with our goal of attracting, retaining and motivating executive officers to enhance shareholder value. In 2013, those responsibilities were discharged by the Compensation Committee.

In 2013, we introduced important changes to our compensation practices, which we believe further aligns our approach to executive compensation with the interests of our shareholders by rewarding our executive officers when DATA Group succeeds as a whole. These changes, which are being phased in over 2013 and 2014, are summarized below:

- a greater portion of our executive officers’ annual compensation is now tied to the overall financial performance of our business, rather than divisional results or personal objectives. As a result, annual cash bonuses are awarded to our executive officers primarily on the basis of the consolidated financial results of the Corporation for the relevant year. Executive officers are also awarded annual cash bonuses based on the officer’s achievement of established personal performance objectives. Prior to 2013, our executive officers (other than our CEO and CFO) had the opportunity to earn annual cash bonuses based on the annual financial performance of the division in which the individual was employed (which we referred to as our “variable compensation program”).
- payment of performance-based annual cash bonuses to all of our executive officers is now contingent upon the Corporation achieving a threshold amount of “Adjusted EBITDA” (being earnings before interest, taxes, depreciation and amortization, as adjusted for extraordinary or unusual items, including restructuring costs and goodwill impairment) rather than the executive officer earning variable compensation upon the first dollar of operating profit of the relevant division (as was previously the

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case for our executive officers other than the CEO and CFO). In addition, failure to achieve the target Adjusted EBITDA in the relevant year will result in a greater decline in the executive officer's cash bonus for that year, while exceeding the target will generate a greater increase in the amount of the bonus. Accordingly, the incidence and amount of annual cash bonuses paid to our executive officers varies more significantly than in the past as a greater portion of the officer's annual cash bonus (and therefore his or her total annual compensation) is at risk.

Executive Compensation Process and Components

Process

In establishing the compensation of our CEO and CFO, the Compensation Committee takes the following approach:

- identify on a frequent basis the competitive market values of total compensation and the separate components of pay (including base salary, annual cash incentive awards and long-term compensation awards) for the CEO and CFO using benchmarking data
- consider the strategic value of the role of the CEO and CFO to our company and retention risk to determine the target positioning of the respective roles of the CEO and CFO relative to competitive market value
- perform an evaluation of the performance of the CEO and CFO

In evaluating the performance of the CEO and CFO, the Compensation Committee takes into account the following factors:

- performance relative to job responsibilities, which, in the case of the CEO, include contributions to strategic planning and execution, financial acumen in running the business, board relations, management development, and management of operations
- key financial and non-financial achievements based on our annual financial results and the executive officer's personal performance objectives
- self-evaluations of the performance of the CEO and CFO with respect to achieving non-financial objectives, contributions to the leadership team and overall leadership

Decisions regarding the compensation of our other executive officers are made by the CEO, who annually reviews the performance of each member of our executive team during the year against our annual financial results as well as achievements of personal performance objectives detailing accomplishments, areas of strength and areas of development. The CEO bases his evaluation on his knowledge of each executive officer's individual performance and achievements relative to their job responsibilities. The weight ascribed to any one of the components of executive compensation varies from individual to individual. The CEO determines the total compensation for each of the executive officers and those decisions are then implemented. The Compensation Committee reviews and approves the CEO's determination as to the total compensation for each of the executive officers.

In determining the compensation of the CEO and CFO, the Board of Directors may exercise its discretion to award compensation absent attainment of the relevant performance goal or similar condition or to reduce or increase the size of any award or payout. The CEO may exercise similar discretion in determining the compensation of the other executive officers.

In 2013, the Compensation Committee requested that Mercer (Canada) Limited, or Mercer, the Compensation Committee's independent compensation consultant originally retained in 2011, conduct a benchmarking study to compare each element of total compensation for eleven executive and senior officers of the Corporation, including the CEO and CFO, against peer group survey data. The Committee considered the peer group executive and senior officers' compensation information provided and evaluated compensation strategies and structures. The Compensation Committee

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used the information in establishing salary, short-term incentive compensation, total target cash compensation (base salary and short-term incentive compensation), long-term incentive compensation, total direct compensation and pension plan design for the CEO and CFO. The CEO took that information into account in establishing those amounts for the balance of the executive and senior officers. For 2013, the primary peer group consisted of Mitel Networks Corp., Sierra Wireless Inc., Horizon North Logistics Inc., Ritchie Bros Auctioneers Inc., Morneau Shepell Inc., Boyd Group Inc., Ibi Group Inc., Fortress Paper Ltd., Evertz Technologies Ltd., Exfo Electro Optical Engr., Black Diamond Group Ltd., Calian Technology Ltd., Com Dev International Ltd. and Miranda Technologies Inc. For the primary peer group used, the Compensation Committee's intent was to select a broad group of Canadian companies that had annual revenues between \$175 million and \$700 million and operated in the same customer markets (similar sector or industry), labour markets (those markets in which the Corporation competes for executive talent) and capital markets (those markets in which the Corporation competes for equity and other capital). In addition, the primary peer group included several larger and smaller companies in order to align the median size of the peer group more closely to the Corporation's size as top executive pay is often somewhat correlated to company size. The primary group was used for market positioning and plan design comparison. Due to limited direct competitors in Canada, a secondary peer group consisting of larger U.S. and Canadian companies in a comparable industry was selected for plan design comparison only. The secondary peer group consisted of Xerox Corp., Donnelley (R R) & Sons Co., Quad/Graphics Inc., Adobe Systems Inc., Cenevo Inc., Deluxe Corp., Consolidated Graphics, Standard Register Co., Innerworkings Inc., Ennis, Multi Color Corp., Courier Corp., Champion Industries and Tufco Technologies Inc. The benchmarking data compiled in 2013 was used as a basis for finalizing our 2014 compensation decisions with respect to the eleven executive and senior officers, including the CEO and CFO.

At its March 2013 Meeting, the Compensation Committee evaluated our expected performance for 2013. At that time, the Compensation Committee also reviewed the amounts expected to be earned by the executives under the annual cash incentive plan for Mr. Suksi and Mr. O'Shea. The Compensation Committee then met again in March 2014 to review the financial results for 2013 and determine the extent to which the performance criteria for the 2013 annual CEO and CFO incentive plan were met.

Role of the Compensation Consultant

The Compensation Committee may engage compensation consultants or other advisors to provide information and advice to the Compensation Committee. We pay for the costs of those engagements.

Decisions made by the Compensation Committee are the responsibility of the Compensation Committee and may reflect factors and considerations other than the information and recommendations provided by Mercer.

Executive Compensation-Related Fees

In 2012, we engaged Mercer to provide preliminary advice with respect to the compensation structure for our executive officers as a group in 2013 and paid related fees of \$800 to Mercer. In 2013, we engaged Mercer to make recommendations with respect to executive compensation for executive officers and paid related fees of \$58,079 to Mercer. Mercer also provides consulting, actuarial, and defined benefit pension administration services to us in respect of our employee benefits plans. The Compensation Committee must pre-approve other services that Mercer or any of its affiliates provides to our company at the request of management, other than pension administration services provided in the ordinary course of our business.

All Other Fees

We paid \$309,961 and \$348,639 to Mercer and its affiliates for consulting, actuarial, and defined benefit pension administration services in respect of our employee benefits plans in 2012 and 2013, respectively.

Components of Executive Compensation

During the year ended December 31, 2013, the components of compensation for our executive officers were:

- base salary

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- performance based annual cash bonuses
- performance based grants under our long-term incentive plan
- pension plans
- personal benefits and perquisites such as car allowances and healthcare insurance

The mix of these components in any given year is primarily influenced by the individual performance of the executive officer, the financial performance of DATA Group and competitive market levels of compensation.

Base Salary

We provide our executive officers with base salary to compensate them for services rendered during the fiscal year and to aid in attracting and retaining quality employees. The base salary for each of our executive officers is reviewed annually or upon a promotion or other change in job responsibility, based on the individual's level of responsibility, the importance of the position to us and the individual's contribution to our performance.

Performance-Based Incentive Compensation

The objective of including performance-based incentive compensation as part of the total compensation paid to our executive officers is to encourage and reward those individuals' contributions in producing strong financial and operational results and to focus our senior management to work as a team on our overall corporate results and strategic initiatives.

Our executive officers each have the opportunity to earn annual performance-based cash bonuses which are awarded primarily on the basis of our annual financial results as well as achievement of personal performance objectives.

Under the terms of their employment agreements, in 2013 Mr. Suksi and Mr. O'Shea were eligible to receive an annual performance bonus in an amount of up to 75% and 50%, respectively, of their base salary upon the achievement of corporate and individual objectives established by the Compensation Committee. In 2013, Mr. Galarneau, Mr. Barron and Mr. Wittal were eligible to receive an annual performance bonus in an amount of up to 72%, 86% and 49%, respectively, of their base salary upon the achievement of corporate and individual objectives established by the CEO.

In 2013, between 50% and 70% (depending on the individual) of the total potential annual performance bonus that our executive officers could earn was determined by the amount of "Adjusted EBITDA" generated by our company on a consolidated basis in 2013 in excess of an incentive Adjusted EBITDA threshold for each of the executive officers, with the amount of the bonus payable to the executive officer increasing or decreasing by a two-to-one ratio to the amount by which Adjusted EBITDA exceeded or fell short of those targets above or below the threshold up to the maximum amount payable to the applicable executive officer, or down to zero. In 2013, the Adjusted EBITDA threshold and related targets for the CEO and CFO were established by the Compensation Committee and the CEO established those thresholds and targets for the balance of our executive officers, in each case at levels determined by reference to our confidential annual operating budget for 2013 approved by the Board of Directors. We believe that disclosure of the threshold and those targets would seriously prejudice DATA Group because those figures are based upon our confidential business plan, which contains competitively sensitive information concerning our company. Accordingly, we have relied upon an exemption available to us under applicable securities laws in our decision to maintain the confidentiality of the threshold and those targets. We believe that the 2013 Adjusted EBITDA threshold and targets were a practical and realistic estimate of our financial performance for the upcoming year based upon the data, projections and analyses that we used to develop our annual operating budget but that achievement of the distributable cash targets was nevertheless difficult. In 2013, neither Mr. Suksi nor Mr. O'Shea received any cash bonus, while Mr. Galarneau, Mr. Barron and Mr. Wittal were awarded cash bonuses of \$84,623, \$70,685 and \$52,215, respectively, under this portion of the bonus program.

For a discussion of our Adjusted EBITDA in 2013 and a reconciliation of Adjusted EBITDA to net income, refer to our management discussion and analysis for the year ended December 31, 2013.

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In 2013, the remaining 30% to 50% of the potential performance bonus awarded to the CEO and CFO, respectively, was based upon achievement of certain personal performance objectives which are determined on an annual basis by those individuals and the Compensation Committee. The remaining portion of the potential performance bonus awarded to our other executive officers was based upon achievement of certain personal performance objectives which are determined on an annual basis by those individuals and the CEO.

In 2013, the CEO's personal performance objectives consisted of achieving revenue from our document process management at levels established with reference to our confidential annual operating budget for 2013; achieving revenue from our new digital marketing products at levels established with reference to our confidential annual operating budget for 2013; achieving revenue growth from our managed business communications services offering at levels established with reference to our confidential annual operating budget for 2013; preparing for the effective transition to a national structure in 2014; and achieving the financial results from the cost savings plan in 2013 and preparing for the implementation of the cost savings plan in 2014 and 2015.

In 2013, the CFO's personal performance targets consisted of developing a long term plan for our capital structure which includes debt reduction and convertible debentures; managing working capital and cash flow to reduce debt at levels established with reference to our confidential annual operating budget for 2013; developing a strategy with regards to the multi-employer pension plan in Quebec; negotiating an extension of our credit agreement; successfully implementing the back office financial system consolidation and conversion to a new, cloud-based technology while meeting financial targets established with reference to our confidential annual operating budget for 2013; and completing subsidiary amalgamations in order to realize tax savings.

In 2013, neither Mr. Suksi nor Mr. O'Shea received any cash bonus under this portion of the bonus program.

In 2013: (i) Mr. Galarneau's personal performance objectives consisted of transitioning to a national operating structure; achieving exceptional cost savings above our annual operating budget on a national basis; and achieving budgeted annual operating targets for his DATA Group division; (ii) Mr. Barron's personal performance objectives consisted of exceeding targets on shipments revenue, operating profits in his DATA Group division and new technology revenue; and (iii) Mr. Wittal's personal performance objectives consisted of achieving budgeted revenue targets for new business; achieving sales force effectiveness goals (training, recruiting, compensation, structure and customer relationship management); and achieving cost reductions in our sales and marketing operations. Mr. Galarneau, Mr. Baron and Mr. Wittal earned 92%, 31% and 43%, respectively, of the maximum bonus available to them under this portion of the bonus program in 2013 on the basis of the achievement of their personal performance targets.

Long-Term Incentive Compensation

We maintain for our directors, officers and other employees a long-term incentive plan, or LTIP, that was adopted in connection with the completion of the Arrangement, as well as a long-term incentive plan, or Legacy LTIP, that was established previously by the Fund. There were no awards granted under the LTIP in 2013.

LTIP

The following information is intended as a summary of the LTIP.

Purpose

The purpose of the LTIP is to provide eligible participants with compensation opportunities that will encourage ownership of Common Shares, enhance our ability to attract, retain and motivate key personnel, reward key senior management for strong financial performance and align executive officers' incentives with the interests of shareholders.

Eligibility

The composition of eligible participants in the LTIP from time to time is determined by the Compensation Committee, taking into account the recommendations of the CEO and is limited to directors, officers (including officers of our affiliates), employees (including employees of our affiliates), and consultants of our affiliates, as well as consultant

companies providing management or administrative services to DATA Group and employees of such consultant companies.

Administration

The LTIP is administered by our Board of Directors or the Compensation Committee.

Awards

Awards granted under the LTIP may consist of stock options, stock appreciation rights (SARs), restricted Common Shares (Restricted Shares), restricted share units (RSUs), and deferred share units (DSUs). Each award will be subject to the terms and conditions set forth in the LTIP and to those other terms and conditions specified by the Compensation Committee. Previous awards will be taken into account when considering new awards.

Shares Subject to the LTIP

Subject to adjustment in certain circumstances as discussed below, the LTIP will authorize the issuance of up to 10% of the issued and outstanding Common Shares from time to time pursuant to the terms of the plan. The maximum number of Common Shares that: (i) are issuable to insiders; and (ii) may be issued to insiders within a one-year period pursuant to awards under the LTIP and any other share-based compensation arrangement we adopt is 10% of the Common Shares outstanding from time to time. For these purposes, the term “insider” has the same meaning as “reporting insider” in National Instrument 55-104 – *Insider Reporting Requirements and Exemptions*. The number of shares subject to each award, the exercise price, the expiry time, the extent to which such award is exercisable and other terms and conditions relating to such awards will be determined by the Board of Directors or the Compensation Committee. No participant will be granted awards in any single calendar year with respect to more than 5% of the issued and outstanding Common Shares. If, and to the extent, awards granted under the plan terminate, expire, cancel, or are forfeited without being exercised and/or delivered, Common Shares subject to such awards will again be available for grant under the LTIP. Additionally, to the extent any Common Shares subject to an award are tendered and/or withheld in settlement of any exercise price and/or any tax withholding obligation associated with that award, those Common Shares will again be available for grant under the LTIP.

In the event of any recapitalization, reorganization, amalgamation, stock split or combination, stock dividend or other similar event or transaction, substitutions or adjustments will be made by the Board of Directors or the Compensation Committee to: (i) the aggregate number, class and/or issuer of the securities reserved for issuance under the LTIP; (ii) the number, class and/or issuer of securities subject to outstanding awards; and (iii) the exercise price of outstanding options or SARs, in each case in a manner that reflects equitably the effects of such event or transaction.

Awards under the LTIP will be non-assignable and non-transferable although they are assignable to and may be exercisable by a participant’s legal heirs or personal representatives in certain cases.

Amendments

Shareholder approval will be required for amendments to the LTIP to: (i) reduce the exercise price or purchase price of awards under the LTIP benefiting an insider of the Corporation; (ii) extend the term under an award benefiting an insider of the Corporation (iii) remove or exceed the insider participation limit; (iv) increase the maximum number of securities issuable, either as a fixed number or a fixed percentage of our outstanding capital represented by such securities; and (v) amend an amending provision within the LTIP.

The Board of Directors or the Compensation Committee may, without shareholder approval, amend the LTIP with respect to (i) amendments of a “housekeeping nature”; (ii) changes to the vesting provisions of the LTIP or any award; (iii) changes to the provisions of the LTIP relating to the expiration of awards prior to their respective expiration dates upon the occurrence of certain specified events; (iv) changes in the exercise price of an award granted to a participant who is not an insider; (v) the cancellation of an award; or (vi) any other amendment to the LTIP or an award which is approved by any applicable stock exchange on a basis which does not require shareholder approval to be obtained.

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Termination of Service

Unless provided otherwise in the award agreement, the right to exercise any option or SAR will terminate 90 days following termination of the participant's relationship with us or any of our affiliates, as applicable, for reasons other than death, disability or termination for cause (as defined in the LTIP). If the participant's service with us or any of our affiliates terminates due to death or disability, unless provided otherwise in the award agreement or individual employment agreement, the right to exercise an option or SAR will terminate on the earlier of one year following such termination and the award's original expiration date. If the participant's relationship with us is terminated for cause, any option or SAR not already exercised will be automatically forfeited as of the date of such termination and any unvested RSUs will immediately expire on the date of such termination.

Unless provided otherwise in the award agreement, if a participant's service with us or any of our affiliates terminates for any reason other than the death or disability of the participant during the period that restrictions on Restricted Shares granted to the participant remain unfulfilled or uncompleted, those Restricted Shares in respect of which restrictions remain uncompleted or unfulfilled will be forfeited to us. In the event of the death or disability of a participant, we will cause the trustee to distribute to the participant or their legal representative any Restricted Shares held by the participant subject to any restrictions specified by the Board of Directors or the Compensation Committee.

Change of Control

In the event of a change of control of the Corporation, the Board of Directors or the Compensation Committee will have discretion to, among other things, accelerate the vesting of outstanding awards, settle outstanding awards in cash or exchange outstanding awards for similar awards of a successor company. A change of control will be deemed to have taken place upon the occurrence of any of the following, in one transaction or a series of related transactions:

- the acquisition by any person or persons acting jointly or in concert, whether directly or indirectly, of beneficial ownership of voting securities of the Corporation that, together with all other voting securities of the Corporation held by such persons, constitute in the aggregate more than 50% of all of the then outstanding voting securities of the Corporation;
- an amalgamation, arrangement, consolidation, share exchange, take-over bid or other form of business combination of the Corporation with another person that results in the holders of voting securities of that other person holding, in the aggregate, more than 50% of all outstanding voting securities of the person resulting from the business combination;
- the sale, lease, exchange or other disposition of all or substantially all of the property of the Corporation or any of its affiliates to another person, other than in the ordinary course of business of the Corporation or of an affiliate of the Corporation or to the Corporation or any one or more of its affiliates;
- the adoption of a resolution to wind-up, dissolve or liquidate the Corporation;
- as a result of, or in connection with, a contested election of directors of the Corporation, or an amalgamation, arrangement, reorganization, consolidation, share exchange, take-over bid or other form of business combination involving the Corporation or any of its affiliates and another person, the nominees named in the most recent management information circular of the Corporation for election to our Board of Directors do not constitute a majority of the board; or
- any other transaction that is deemed to be a "Change in Control" for the purposes of the LTIP by our Board of Directors in its sole and absolute discretion.

Stock Options

The exercise price of any stock option granted under the LTIP will be the market price of the Common Shares, being the closing price of the Common Shares on the TSX on the date immediately before the date on which the option is granted or such other minimum price as is permitted by the TSX in accordance with its policies from time to time. Our Board of Directors or the Compensation Committee will be entitled to determine the option term for each option; provided, however, that the exercise period of any option may not exceed 10 years from the date of grant. It is currently

anticipated that stock options granted under the LTIP will expire five years after the date of grant. Vesting for each option will also be determined by our Board of Directors or the Compensation Committee.

SARs

Our Board of Directors or the Compensation Committee will be authorized to grant SARs pursuant to the terms of the LTIP. Upon exercise of a SAR, the participant will be entitled to receive an amount equal to the difference between the closing price of the Common Shares underlying the SAR on the TSX on the date immediately before the date of grant and the closing price of the Common Shares underlying the SAR on the TSX on the date immediately before the date of exercise. Such amount is payable in cash or Common Shares as determined by the Board of Directors or the Compensation Committee.

Restricted Shares

Our Board of Directors or the Compensation Committee will be authorized to grant Restricted Shares pursuant to the terms of the LTIP. Restricted Shares may consist of either treasury Common Shares or outstanding Common Shares purchased for purposes of the LTIP. Restricted Shares will be granted subject to restrictions which will be determined by, and may be varied by, our Board of Directors or the Compensation Committee. Restricted Shares will generally vest over a five year period. All Restricted Shares will be held for the benefit of participants in the name of a trustee appointed for purposes of the LTIP or, in the case of non-treasury Restricted Shares, by a custodian with whom shares are deposited by the trustee. Participants will have no custody or control of the Restricted Shares granted to them while they are held by the trustee or the custodian. Restricted Shares will only be released to the participant after the shares become free of all restrictions.

RSUs

Our Board of Directors or the Compensation Committee will be authorized to issue RSUs subject to such terms and conditions, not inconsistent with the terms of the LTIP, as our Board of Directors may impose in its sole and absolute discretion. An RSU is a contractual promise to issue shares and/or cash in an amount equal to the fair market value (determined at the time of distribution) of the Common Shares subject to the award, at a specified future date, subject to the fulfillment of vesting conditions specified by our Board of Directors or the Compensation Committee. Prior to settlement, an RSU will carry no voting or dividend rights or other rights associated with share ownership. An RSU award may be settled in Common Shares, cash or in any combination of both. However, a determination to settle an RSU in whole or in part in cash may be made by our Board of Directors or the Compensation Committee, in its sole discretion.

DSUs

Our Board of Directors or the Compensation Committee will be authorized to issue DSUs, subject to such vesting and other terms and conditions, not inconsistent with the terms of the LTIP, as our Board of Directors may propose in its sole and absolute discretion. A DSU is a right to receive, on a deferred payment basis, a Common Share or the cash equivalent of a Common Share on the terms contained in the LTIP. The amount will not be paid out until such time as the recipient leaves us, thereby providing an ongoing equity stake throughout the recipient's period of service. A DSU award may be settled in Common Shares, cash, or in any combination of both. However, a determination to settle a DSU in whole or in part in cash may be made by our Board of Directors or the Compensation Committee, in its sole discretion.

The Legacy LTIP

Prior to January 1, 2012, The DATA Group Limited Partnership maintained a long-term incentive plan, or Legacy LTIP, for officers and other key senior management of The DATA Group Limited Partnership and its affiliates. Pursuant to the Arrangement and the Amalgamation, the Corporation assumed the obligations of its predecessors under the Legacy LTIP. No further awards will be granted under the Legacy LTIP. As at April 30, 2014, there were no outstanding cash awards under the Legacy LTIP.

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Pension Plans

Our executive officers participate in the same defined contribution pension plan as our other employees. Mr. O'Shea also participates in the defined benefit provision of one of our pension plans. However, effective January 1, 2008, no further service credits will accrue under that provision of the plan, although pensionable earnings on and after January 1, 2008 will be factored into the determination of a participant's final average earnings.

The objective of including pension plans as part of our executive compensation program is to provide retirement benefits and additional retirement income security for officers who remain with us for an extended period of time.

Personal Benefits and Perquisites

We provide our employees, including the Named Executive Officers, with other personal benefits and perquisites that we believe are reasonable and consistent with our overall compensation program to better enable us to attract and retain quality employees for key positions. We periodically review the levels of other personal benefits and perquisites provided to the Named Executive Officers to ensure competitiveness and value to employees. The Named Executive Officers are given a car allowance and are entitled to reimbursement of a portion of certain related operating expenses, and participate in the pension plans described above.

Our executive officers participate in healthcare and other benefit programs on the same terms as our other employees.

Claw-Backs

We have not implemented any claw-back policy that would adjust or attempt to recover incentive compensation payable or paid to any executive officers if the performance objectives upon which the compensation was based were to be restated or otherwise adjusted in a manner that would have the effect of reducing the amount payable or paid.

Assessment of Risks Associated with Our Compensation Policies and Practices

We have assessed our compensation plans and programs for all our employees, including our executives, to ensure alignment of the various plans and programs with our business plan and to evaluate the potential risks associated with those plans and programs. We have concluded that, although we maintain performance-based incentive plans, our compensation policies and practices do not create any risks that are reasonably likely to have a material adverse effect on us.

The Compensation Committee considers the risks associated with executive compensation and corporate incentive plans when designing such plans and the elements described below with respect to such plans and programs have generally been implemented by or at the direction of the Compensation Committee.

In undertaking the assessment, the assessment team and the Compensation Committee considered the following features of our executive compensation plans and programs:

- a detailed planning process with executive or Compensation Committee oversight exists for all compensation programs
- the proportion of an employee's performance-based pay increases as the responsibility and potential impact of the employee's position increases
- all short-term incentive plans and commission plans are cash-based plans, which results in less total compensation being tied solely to the performance of the Common Shares
- we set performance goals that we believe are reasonable in light of past performance and market conditions

- we use a consistent corporate performance metric, Adjusted EBITDA from year to year, rather than changing the metric to take advantage of changing market conditions
- we intend to use restricted stock units rather than stock options for equity awards because restricted stock units retain value even if the stock price declines so that employees are less likely to take unreasonable risks to get, or keep, options with exercise prices that are less than the then current market price
- we use time-based vesting after three years for our long-term equity awards to ensure our employees' interests are aligned with those of our shareholders for our long-term performance
- assuming achievement of at least a threshold level of performance, payouts under our performance-based plans result in some compensation at levels below full target achievement, rather than an "all-or-nothing" approach
- through their participation in the LTIP, all members of our senior management have a component of their leadership incentive plans tied to our overall performance to ensure cross-functional alignment with our business plan

None of our executive officers or directors is permitted to purchase financial instruments, including prepaid variable forward contracts, equity swaps, collars, or units of exchange funds, that are designed to hedge or offset a decrease in market value of our equity securities granted as compensation or held, directly or indirectly, by the executive officer or director.

EXECUTIVE COMPENSATION

Summary Compensation Table

The following table sets forth information concerning the compensation earned by the Named Executive Officers in 2013. Compensation is presented for the fiscal year ended December 31, 2013 to the extent that the Named Executive Officer was an employee during that period.

| <u>Name and principal position</u> | <u>Year</u> | <u>Salary</u> | <u>Share-based awards</u> | <u>Option-based awards</u> | <u>Non-equity incentive plan compensation</u> | | <u>Pension value⁽⁴⁾</u> | <u>All other compensation</u> | <u>Total Compensation</u> |
|---|-------------|---------------|---------------------------|----------------------------|---|--|------------------------------------|-------------------------------|---------------------------|
| | | | | | Annual incentive plans | Long-term incentive plans ⁽³⁾ | | | |
| | | (\$) | (\$) | (\$) | (\$) | (\$) | (\$) | (\$) | (\$) |
| Michael Suksi, Chief Executive Officer | 2013 | 420,240 | - | - | - | - | 6,068 | - | 426,308 |
| | 2012 | 411,769 | - | - | 170,150 ⁽¹⁾ | - | 5,955 | - | 587,874 |
| | 2011 | 400,000 | - | - | 302,044 ⁽¹⁾ | 103,072 | 5,743 | - | 810,859 |
| Paul O'Shea Chief Financial Officer | 2013 | 290,700 | - | - | - | - | 7,495 | - | 298,195 |
| | 2012 | 285,000 | - | - | 83,875 ⁽¹⁾ | - | 7,356 | - | 376,231 |
| | 2011 | 285,000 | - | - | 146,601 ⁽¹⁾ | 77,304 | 8,414 | - | 517,319 |
| Steve Galarneau Senior Vice-President, Strategic Initiatives | 2013 | 233,894 | - | - | 131,198 ⁽¹⁾ | - | 6,068 | - | 371,160 |
| | 2012 | 229,400 | - | - | 131,766 ⁽²⁾ | - | 5,955 | - | 367,121 |
| | 2011 | 223,500 | - | - | 147,303 ⁽²⁾ | 77,304 | 5,743 | - | 453,850 |
| Rick Barron Vice-President, Sales and Marketing, Western Canada | 2013 | 199,896 | - | - | 90,684 ⁽¹⁾ | - | 6,068 | - | 296,648 |
| | 2012 | 195,500 | - | - | 77,431 ⁽²⁾ | - | 5,955 | - | 278,886 |
| | 2011 | 187,500 | - | - | 95,596 ⁽²⁾ | 51,536 | 5,743 | - | 340,375 |
| Steve Wittal Vice-President, Sales and Marketing, Eastern Canada | 2013 | 202,931 | - | - | 65,215 ⁽¹⁾ | - | 6,068 | - | 274,214 |
| | 2012 | 199,923 | - | - | 86,462 ⁽²⁾ | - | 5,955 | - | 292,340 |
| | 2011 | 196,000 | - | - | 97,348 ⁽²⁾ | 51,536 | 5,743 | - | 350,627 |

Notes:

- (1) Represents annual cash bonuses earned during the year. These amounts are paid in the subsequent year.
- (2) Represents annual cash variable compensation earned during the year. These amounts are paid on a quarterly basis during the year in which they are earned, except for the fourth quarter which is paid in the subsequent year subject to any required reconciliation in respect of the first three quarters of the applicable year.
- (3) Represents awards granted under the Legacy LTIP. Awards vest as to one-third annually, commencing in the year of grant.
- (4) Represents the sum of the compensatory amounts related to the Corporation's defined benefit and defined contribution pension plans.

Pension Plans

We maintain a defined benefit and defined contribution pension plan, or the DGL Plan, for certain of our employees, which was previously maintained by a predecessor of the Corporation, The DATA Group Limited Partnership. We also contribute to the Graphics Communications Supplemental Retirement and Disability Fund of Canada pension plan for certain employees at our Drummondville and Granby plants in Québec. Effective January 1, 2008, The DATA Group Limited Partnership amended the DGL Plan such that no further service credits will accrue under the defined benefit provision of the DGL Plan, after December 31, 2007, although pensionable earnings on and after January 1, 2008 will be factored into the determination of a participant's final average earnings. The DATA Group Limited Partnership used to

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maintain a defined benefit and defined contribution pension plan for certain of its employees which was previously maintained by Relizon Canada Inc., or the Relizon Canada Plan. Substantially all of the outstanding pension obligations under the Relizon Canada Plan were settled in 2010 through the purchase of annuity contracts or lump-sum payments pursuant to participant elections and the wind up of the Relizon Canada Plan was completed during the year ended December 31, 2012. For more information regarding our pension plans, please refer to our management's discussion and analysis for the year ended December 31, 2013.

Defined Benefit Plans

Pursuant to the Arrangement and the Amalgamation, the Corporation assumed all of its predecessor's obligations under the defined benefit provision of the DGL Plan. The following table sets forth information regarding the present value of accumulated benefits for each of the Named Executive Officers who participated under the defined benefit provision of the DGL Plan, as of December 31, 2013.

| <u>Name</u> | <u>Number of years credited service</u> (#) | <u>Annual benefits payable</u> | | <u>Accrued obligation at start of year</u> (\$) | <u>Compensatory change</u> (\$) | <u>Non-compensatory change⁽¹⁾</u> (\$) | <u>Closing present value of defined benefit obligation</u> (\$) |
|--------------|--|----------------------------------|--------------------------------|--|------------------------------------|--|--|
| | | <u>At year end⁽²⁾</u> | <u>At age 65⁽³⁾</u> | | | | |
| | | (\$) | (\$) | | | | |
| Paul O'Shea | 22 | 38,893 | 38,893 | 452,879 | Nil | (8,824) | 444,055 |
| Steve Wittal | 9 | N/A | 16,074 | 114,178 | Nil | (5,684) | 108,494 |

Notes:

- (1) Assumptions regarding valuation of the plans are described in our consolidated financial statements for the year ended December 31, 2013.
- (2) Annual pension under the plan payable if the participant retires at year end.
- (3) Annual pension under the plan payable if the participant retires at age 65.

The above Named Executive Officers participate in the defined benefit provision of the DGL Plan, together with certain other employees of the Corporation.

Annual pensions under the defined benefit provision of the DGL Plan are based on 1% of the employee's best five year average pensionable earnings (not to exceed the final five year average Year's Maximum Pensionable Earnings, or YMPE, set each year by the Canada Pension Plan) plus 1.75% of the employee's best five year average pensionable earnings in excess of the five year average YMPE, times the number of years of service. For pension benefit purposes, pensionable earnings include base pay, commissions and management variable compensation. The maximum annual pension benefit under the defined benefit provision of the DGL Plan is \$1,722.22 times the number of years of credited service. The above Named Executive Officers' pensionable earnings, as at December 31, 2013, were such that it is expected that they will receive an annual pension under the defined benefit provision of the DGL Plan equal to the maximum annual pension benefit under the defined benefit provision of the DGL Plan times years of credit service for purposes of the defined benefit provision of the DGL Plan, which were 22 years and seven months for Mr. O'Shea, and 9 years and four months for Mr. Wittal as at December 31, 2013.

Pension payments are not subject to any deduction for social security or other offset amounts such as Canada Pension Plan.

Defined Contribution Plans

Pursuant to the Arrangement and the Amalgamation, the Corporation assumed all of its predecessor's obligations under the defined contribution provision of the DGL Plan. The following table sets forth information regarding the present

value of accumulated benefits for each of the Named Executive Officers under the defined contribution provision of the DGL Plan as of December 31, 2013.⁽¹⁾

| <u>Name</u> | <u>Accumulated value at start of year</u> | <u>Compensatory</u> | <u>Non-compensatory</u> ⁽²⁾ | <u>Accumulated value at year end</u> |
|-----------------|---|---------------------|--|--------------------------------------|
| | (\$) | (\$) | (\$) | (\$) |
| Michael Suksi | 97,895 | 6,068 | 31,310 | 135,273 |
| Paul O'Shea | 105,008 | 7,495 | 27,608 | 140,111 |
| Steve Galarneau | 255,816 | 6,068 | 46,496 | 308,380 |
| Rick Barron | 221,997 | 6,068 | 62,689 | 290,754 |
| Steve Wittal | 91,131 | 6,068 | 36,658 | 133,857 |

Notes:

- (1) The table includes an additional matching contribution by the Corporation.
(2) Assumptions regarding pension plans are described in our consolidated financial statements for the year ended December 31, 2013.

The Corporation allows all eligible employees, including the Named Executive Officers, to participate in the defined contribution provision of the DGL Plan. The defined contribution provision of the DGL Plan is based on a contribution by the employee of a percentage of his or her earnings, which is matched by the Corporation. Earnings include base pay, commissions, bonuses and variable compensation. The contribution rate for the plan is based on the employee's years of service with the Corporation and its predecessors at the beginning of each fiscal year, as outlined below. Rate changes take effect as of January 1 of each year.

The following table sets forth information regarding the respective levels of contribution by the Corporation and its employees under the defined contribution provision of the DGL Plan, based upon the employee's years of service with the Corporation and its predecessors.

| <u>Years of Service as at January 1</u> | <u>Contribution of Named Executive Officer</u> | <u>Contribution of the Corporation</u> ⁽¹⁾ | <u>Total Contribution</u> |
|---|--|---|---------------------------|
| Fewer than 5 years (with a minimum of 1 year) | 3% | 1.5% | 4.5% |
| 5 years or more, but fewer than 15 years | 4% | 2% | 6% |
| 15 years or more | 5% | 2.5% | 7.5% |

Note:

- (1) Except for those persons who participate in the defined benefit provision of the DGL Plan, who receive an additional one percent.

Pursuant to the defined contribution provision of the DGL Plan, and subject to the exception noted in the above table, the Corporation makes annual contributions up to a maximum of 2.5% of the employee's earnings. Employees are permitted to make additional voluntary contributions to the plan, but the Corporation will not match those additional contributions. The total mandatory and voluntary employee contributions and the Corporation's matching contributions are subject to limits under the *Income Tax Act* (Canada). These limits are updated annually and, in 2013, the annual contribution limit was the lesser of 18% of the employee's earned income, and \$23,820 for 2013, rising to \$24,270 in 2014. Funds are accumulated in the employee's account, following which the employee determines how the contributions will be invested by selecting from a group of funds available for the plan and administered by a Canadian financial services company as chosen by the Corporation. If the employee does not make an investment selection or makes an incomplete selection, the contributions will be invested in a default fund. Contributions on behalf of the Named Executive Officers are included in the "Non-Equity Incentive Plan Compensation – Long-term Incentive Plans" column in the Summary Compensation Table in this "Executive Compensation" section of this Circular. Upon retiring or leaving the Corporation,

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the Named Executive Officer will have choices in arranging for the transfer of his pension account pursuant to the defined contribution pension plan.

Termination and Change of Control Benefits

Termination of Employment

CEO and CFO

Mr. Suksi, our CEO, and Mr. O’Shea, our CFO, are the only Named Executive Officers currently with written severance arrangements. In each case, those arrangements are contained in the executive’s employment agreement with the Corporation. Mr. O’Shea, as our CFO, is entitled to the provision of benefits upon the involuntary termination of his employment without cause, the voluntary termination of his employment, or a change of control. Mr. O’Shea is only entitled to a payment in connection with a change of control if he elects to terminate his employment within 60 days of the change of control. Mr. Suksi, as our CEO, is entitled to the provision of benefits upon the involuntary termination of his employment without cause, for good reason following a change of control, or, the voluntary termination of his employment due to retirement. For purposes of such employment agreements, a “change of control” is defined as: (i) any change in the holding, direct or indirect of the Common Shares of the Corporation, as a result of which a person or group of persons acting jointly or in concert are in a position to exercise effective control of the Corporation, or (ii) the sale of all or substantially all of the assets of the Corporation. For the purposes of Mr. Suksi’s employment agreement, “good reason” means the occurrence of any of the following upon or within six months after a change of control: (i) the assignment to Mr. Suksi of any duties inconsistent with his status, a material change in the nature or status of his responsibilities or a material change in his duties or reporting relationships; (ii) a material reduction in Mr. Suksi’s salary, benefits, performance bonus or LTIP awards; (iii) the failure of the Corporation to obtain a satisfactory written agreement from a successor to assume and agree to comply with the terms of Mr. Suksi’s employment agreement and his employment thereunder; or (iv) any other reason which would be considered to amount to constructive dismissal by a court of competent jurisdiction. Notwithstanding the foregoing, an event, act or omission which constitutes good reason will be deemed not to be good reason if the Corporation cures the event, act or omission within 30 days of receiving the 60 day notice Mr. Suksi is required to provide that good reason exists.

Under the terms of his employment agreement, Mr. Suksi is entitled to the following amounts in the event of the termination of his employment.

Event

Voluntary Termination for Good Reason following a Change of Control or Involuntary Termination without Cause

Payment

- lump sum payment equal to two times Mr. Suksi’s then current annual base salary, payable on the last day of his employment
- lump sum payment equal to two times Mr. Suksi’s annualized performance bonus and LTIP payments (including payments under the Legacy LTIP) over his last three years of employment (or over actual term of employment if less than three years), payable on the last day of his employment
- continued participation for two years in those benefit plans generally available to the employees of the Corporation immediately prior to the termination of his employment. Those plans and programs currently consist of health care insurance and the Corporation’s defined contribution pension plan

Event

Voluntary Termination due to Retirement

Payment

- provided Mr. Suksi provides nine months written notice to us of his retirement from the Corporation, a retiring allowance equal to three months of Mr. Suksi's then current annual base salary

Under the terms of his employment agreement, Mr. O'Shea is entitled to the following amounts in the event of the termination of his employment:

Event

Voluntary Termination within 60 days of a Change of Control or Involuntary Termination without Cause

Payment

- lump sum payment equal to the then current base salary for 24 months plus accrued but unpaid vacation entitlements and earned but unpaid performance bonus and LTIP payments (including payments under the Legacy LTIP, less any amount owing by Mr. O'Shea to the Corporation), payable on the last day of his employment
- lump sum payment equal to two times Mr. O'Shea's annualized performance bonus and LTIP payments (including payments under the Legacy LTIP) over his last three years of employment, payable on the last day of his employment
- continued participation for 24 months in all group insurance and benefit plans or programs (including car allowance) provided to Mr. O'Shea by the Corporation immediately prior to the termination of his employment. Those plans and programs currently consist of health care insurance, car allowance and the Corporation's defined contribution pension plan
- vesting of all outstanding and unvested awards held by Mr. O'Shea under the LTIP (including under the Legacy LTIP), effective and payable on the last day of his employment
- LTIP award (including under the Legacy LTIP which, as a percentage of the applicable Legacy LTIP incentive pool, is equal to at least Mr. O'Shea's awarded share of the then most recent LTIP incentive pool, if any) in respect of the full fiscal year since the last award made to Mr. O'Shea under the LTIP (including the Legacy LTIP) and any subsequent partial fiscal year in which Mr. O'Shea terminates his employment (which will be prorated), except that Mr. O'Shea will not be entitled to an LTIP award (including under the Legacy LTIP) in respect of a partial fiscal year if he resigns prior to July 1 of that year. This award will be granted within 10 days of the Board of Directors approving the Corporation's audited financial statements for the applicable fiscal year
- retiring allowance equal to three months of Mr. O'Shea's then current base salary, payable on the last day of his employment

Voluntary Termination

Mr. Suksi's and Mr. O'Shea's employment agreements also provide for confidentiality, non-solicitation and non-competition covenants in favour of the Corporation. The non-solicitation and non-competition covenants apply during the term of employment and for two years following resignation or the termination of employment by the Corporation for any reason. The agreements also provide for a waiver by the executive officer of all defences related to the covenants, and entitle the Corporation to monetary damages that flow from breach of the covenants and injunctive relief in the event of such breach.

Other Executive Officers

We have generally provided separation benefits to executive officers who are asked to leave us for reasons other than cause. Those benefits are not contractual and are subject to approval by our Board of Directors. In determining the amount and extent of any separation benefits, we typically take into account factors such as length of service, individual accomplishments and performance, and the value of benefits forfeited through termination. Generally, separation benefits are not available for executive officers who voluntarily resign or retire. The Board of Directors has not adopted any policy with respect to executive officer separation benefits, and there is no guarantee that any executive officer termination in the future will be handled in the same way as past terminations.

In the event of termination of employment, all of the Named Executive Officers are entitled to receive any benefits that they would otherwise be entitled to receive under any provision of our pension plan. Benefits under that plan are generally not affected by whether a participant's employment terminates with or without cause.

LTIP Payments Upon a Change of Control

Under the LTIP, in the event of a change of control of the Corporation, our Board of Directors or the Compensation Committee will have discretion to, among other things, accelerate the vesting of outstanding awards, settle outstanding awards in cash or exchange outstanding awards for similar awards of a successor company. A change of control will generally be deemed to have taken place for purposes of the LTIP upon the occurrence of any of the following, in one transaction or a series of related transactions:

- the acquisition by any person or persons acting jointly or in concert, whether directly or indirectly, of beneficial ownership of voting securities of the Corporation that, together with all other voting securities of the Corporation held by such persons, constitute in the aggregate more than 50% of all of the then outstanding voting securities of the Corporation;
- an amalgamation, arrangement, consolidation, share exchange, take-over bid or other form of business combination of the Corporation with another person that results in the holders of voting securities of that other person holding, in the aggregate, more than 50% of all outstanding voting securities of the person resulting from the business combination;
- the sale, lease, exchange or other disposition of all or substantially all of the property of the Corporation or any of its affiliates to another person, other than in the ordinary course of business of the Corporation or of an affiliate of the Corporation or to the Corporation or any one or more of its affiliates;
- the adoption of a resolution to wind-up, dissolve or liquidate the Corporation;
- as a result of, or in connection with, a contested election of directors of the Corporation, or an amalgamation, arrangement, reorganization, consolidation, share exchange, take-over bid or other form of business combination involving the Corporation or any of its affiliates and another person, the nominees named in the most recent management information circular of the Corporation for election to our Board of Directors do not constitute a majority of the board; or
- any other transaction that is deemed to be a "Change in Control" for the purposes of the LTIP by our Board of Directors in its sole and absolute discretion.

Summary of Incremental Termination and Change of Control Payments

The following table describes the estimated incremental payments, payables and other benefits that would have been received by Mr. Suksi or Mr. O'Shea if there had been a change of control of the Corporation or either Mr. Suksi's or Mr. O'Shea's employment had been terminated as of December 31, 2013.

| <u>Name</u> | <u>Voluntary Termination Following a Change of Control or Involuntary Termination of Employment</u> ⁽¹⁾ | <u>Voluntary Termination of Employment</u> ⁽¹⁾ |
|---------------|--|---|
| | (\$) | (\$) |
| Michael Suksi | 1,327,728 | 168,857 |
| Paul O'Shea | 890,840 | 142,050 |

Note:

- (1) Includes lump sum payment or continuance of salary, performance bonus, LTIP payments (including Legacy LTIP payments), perquisites, and provision of benefits. Amounts calculated with respect to performance bonuses and LTIP payments (including Legacy LTIP payments) include actual bonuses.

Unless our Board of Directors has otherwise agreed, in the event of termination without cause or retirement (at a normal retirement age), all outstanding and unvested rights held by Mr. Galarneau, Mr. Barron, and Mr. Wittal pursuant to the terms of the Legacy LTIP will immediately be paid to such Named Executive Officers. As of December 31, 2013, no such rights were outstanding, and, accordingly, as of that date no amount would have been payable by the Corporation to any of those executive officers had a change of control occurred.

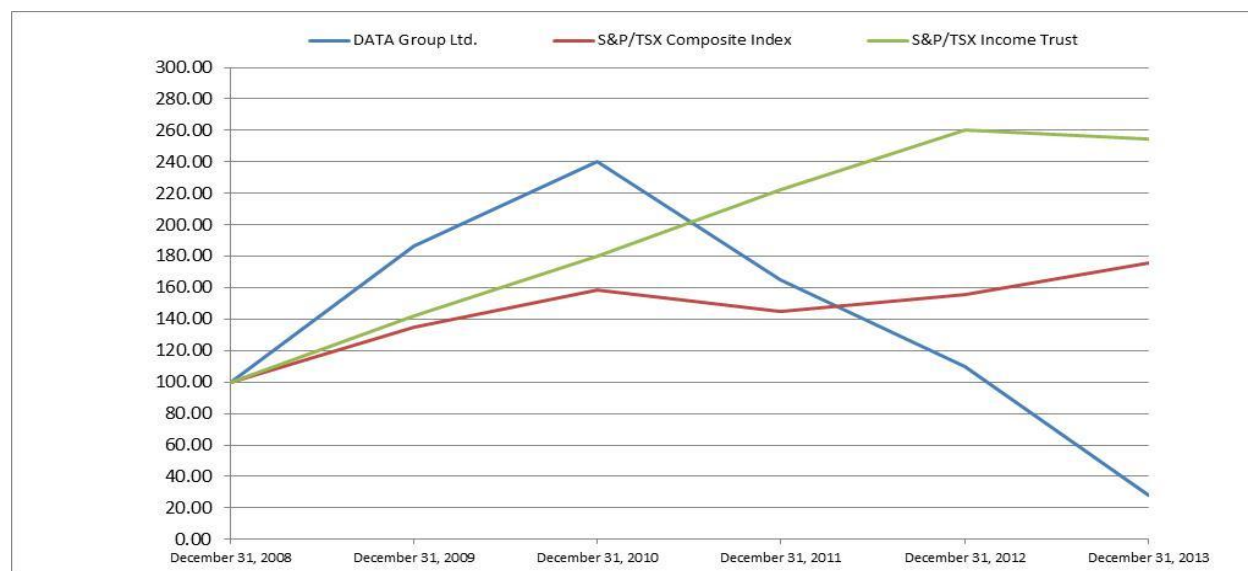
Performance Graph

The following graph compares the percentage change in the cumulative unitholder or shareholder return on the units or Common Shares, as applicable, compared to the cumulative total return of the S&P/TSX Composite Index and the cumulative total return of the S&P/TSX Income Trust Index, respectively, for the period commencing December 31, 2008 to December 31, 2013 based on the price of the units or Common Shares, as applicable, assuming a \$100 investment on December 31, 2008 and reinvestment of distributions or dividends, as applicable.

During the period between December 31, 2008 and December 31, 2010, the increase in total compensation paid to the executive officers of The DATA Group Limited Partnership exceeded the cumulative unitholder return on the units, but was largely consistent with fluctuations in the levels of the Fund's cash available for distribution to its unitholders over that period, which we believe was an important measure in assessing the performance of the Fund during that period. Over that period, the Fund maintained its annual cash distributions at the same level notwithstanding the adverse economic conditions experienced in 2008 and 2009. During 2009, the performance of the units improved, while The DATA Group Limited Partnership froze the salaries of all of its executive officers and all other employees in response to the negative effects of the Canadian economy on The DATA Group Limited Partnership's operations. During 2010, the performance of the units continued to improve, and The DATA Group Limited Partnership lifted the salary freeze it had imposed in 2009. Effective January 1, 2011, the Fund became subject to taxation, which reduced the Fund's cash available for distribution to unitholders and, as a result, the Fund reduced its annual cash distributions to unitholders by 44%. During 2011, the performance of the units declined. Compensation paid to The DATA Group Limited Partnership's executive officers in 2011 increased over 2010 based upon the Fund's financial results in 2011 and, in part, to reflect the promotion of certain executive officers to more senior positions at The DATA Group Limited Partnership. During 2012, we believe that the performance of the Common Shares declined primarily as a result of the decrease in the dividend payable on the shares announced in November 2012. Compensation paid to our executive officers in 2012 decreased compared to 2011. During 2013, we believe the performance of the Common Shares declined primarily as the result of the suspension of the dividend on the Common Shares. The base salary paid to our Named Executive Officers in 2013 increased on average by 2% to reflect the rate of inflation and maintain competitive salary levels. As of December 31, 2013, total compensation paid to the Named Executive Officers has decreased by 9.4% since 2012 and decreased by 28.5% since 2011.

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Cumulative Value of \$100 Investment in the Units/Common Shares⁽¹⁾, the S&P/TSX Composite Index and the S&P/TSX Income Trust Index



| | <u>Dec 31/08</u> | <u>Dec. 31/09</u> | <u>Dec. 31/10</u> | <u>Dec. 31/11</u> | <u>Dec. 31/12</u> | <u>Dec. 31/13</u> |
|----------------------------|------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Nominal Data: | | | | | | |
| Units/Common Shares | \$100.00 | \$186.51 | \$240.50 | \$164.94 | \$109.66 | \$28.09 |
| S&P/TSX Composite Index | \$100.00 | \$135.06 | \$158.83 | \$144.98 | \$155.42 | \$175.61 |
| S&P/TSX Income Trust Index | \$100.00 | \$142.21 | \$180.17 | \$222.42 | \$260.52 | \$254.35 |
| Actual Data: | | | | | | |
| Units/Common Shares | \$4.29 | \$5.92 | \$6.38 | \$3.77 | \$2.05 | \$0.46 |
| S&P/TSX Composite Index | \$22,967.98 | \$31,019.40 | \$36,480.62 | \$33,302.95 | \$35,696.72 | \$40,334.38 |
| S&P/TSX Income Trust Index | \$176.32 | \$250.74 | \$317.67 | \$392.17 | \$459.34 | \$448.47 |

Note:

(1) On January 1, 2012, the outstanding units of the Fund were exchanged for common shares of DGI on a one-for-one basis. See “General Proxy Matters – DATA Group Ltd.”.

DIRECTOR COMPENSATION

The Corporate Governance Committee, which consists solely of independent directors, has the primary responsibility for reviewing and considering any revisions to director compensation.

Director compensation consists of the following elements:

- annual cash retainer of \$30,000 (other than the Chair of the Board of Directors)
- \$1,500 for each Board of Director meeting attended
- annual retainer fee for the Chair of the Board of Directors of \$65,000

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- Audit Committee chair annual fee of \$10,000
- Corporate Governance Committee chair annual fee of \$3,000
- Compensation Committee chair annual fee of \$7,000
- individual committee meeting fee of \$500.

The directors are entitled to receive reimbursement of reasonable out-of-pocket expenses incurred by them to attend Board of Directors meetings.

Summary Director Compensation

The following table below sets forth information concerning compensation paid to our directors in the fiscal year ended December 31, 2013.

| <u>Name</u> | <u>Fees earned</u> | <u>Share-based awards</u> | <u>Option-based awards</u> | <u>Non-equity incentive plan compensation</u> | <u>Pension value</u> | <u>All other compensation</u> | <u>Total</u> |
|--------------------|--------------------|---------------------------|----------------------------|---|----------------------|-------------------------------|--------------|
| | (\$) | (\$) | (\$) | (\$) | (\$) | (\$) ⁽¹⁾ | (\$) |
| William Albino | 43,000 | - | - | - | - | - | 43,000 |
| Ron Fotheringham | 50,000 | - | - | - | - | 2,500 | 52,500 |
| John H. Greenhough | 49,000 | - | - | - | - | 2,500 | 51,500 |
| Derek Ridout | 76,000 | - | - | - | - | - | 76,000 |
| Thomas R. Spencer | 55,000 | - | - | - | - | - | 55,000 |

Notes:

- (1) Represents healthcare benefits paid by DATA Group Ltd. on behalf of the director.
- (2) Mr. Suksi does not receive any compensation for acting as a director.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

Equity Compensation Plan Information

| <u>Plan Category</u> | <u>Number of securities to be issued upon exercise of outstanding options, warrants and rights</u> | <u>Weighted-average exercise price of outstanding options, warrants and rights</u> | <u>Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a))</u> |
|---|--|--|--|
| Equity compensation plans approved by securityholders | 2,349,059 | Nil | 2,349,059 |
| Equity compensation plans not approved by securityholders | Nil | Nil | Nil |

INDEBTEDNESS OF DIRECTORS AND OFFICERS

None of our directors, officers or employees of DATA Group, any proposed nominee for election as a director of the Corporation, nor any associate of any such person, is indebted to the Corporation or any of its subsidiaries.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

During the year ended December 31, 2013, no proposed director of the Corporation, or any associate or affiliate of any such person, nor any person or company who beneficially owns, or controls or directs, directly or indirectly, voting securities of the Corporation or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the Corporation (other than voting securities held by such person or company as underwriter in the course of a distribution) or any associate or affiliate of any such person, has any material interest, direct or indirect, in any transaction or in any proposed transaction which has materially affected or would materially affect the Corporation or any of its subsidiaries.

DIRECTORS' AND OFFICERS' LIABILITY INSURANCE

The Corporation maintains a policy of insurance for the directors and officers of DATA Group. The aggregate limit of liability applicable to all insured directors and officers of DATA Group under the policy is \$25 million, inclusive of defence costs. Under the policy, DATA Group has reimbursement coverage to the extent of a deductible of \$500,000 for each loss. The policy includes securities claims coverage for DATA Group, insuring against any legal obligation to pay on account of any securities claims brought against DATA Group. The aggregate limit of liability is, however, shared between the Corporation and its subsidiaries and their respective directors and officers such that the limit of liability is not exclusive to the Corporation and its subsidiaries or their respective directors and officers.

MATTERS TO BE ACTED UPON AT THE MEETING

Receipt of Financial Statements

Our audited consolidated financial statements for the fiscal year ended December 31, 2013 and the report of the auditor's thereon will be presented at the Meeting.

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Appointment of Auditors

At the Meeting, shareholders will be requested to appoint PricewaterhouseCoopers LLP, Chartered Accountants, as auditors of the Corporation, to hold office until the next annual meeting of shareholders or until their successors are appointed and to authorize the directors to fix the auditor's remuneration.

In the absence of a contrary instruction, the individuals named as proxyholders in the enclosed proxy intend to vote FOR the appointment of PricewaterhouseCoopers LLP, Chartered Accountants as auditors of the Corporation to hold office until the next annual meeting of shareholders or until their successors are appointed and FOR the resolution authorizing the directors to fix their remuneration unless specifically instructed otherwise on the form of proxy.

Election of Directors

The six nominees proposed for election as directors are listed below. Directors are elected annually and, unless re-elected, retire from office at the end of the next annual general meeting of shareholders.

Each director elected at the Meeting will hold office until our next annual meeting or until his successor is elected or appointed.

In the absence of a contrary instruction, the individuals named as proxyholders in the enclosed proxy intend to vote FOR the election as directors of each of the nominees whose names are set forth below, each of whom has been a trustee of the Fund and/or a director of the Corporation since the date indicated below opposite his name. If, for any reason, at the time of the Meeting any of the nominees is unable to serve, and unless otherwise specified, it is intended that the persons named in the enclosed form of proxy reserve the right to vote for another nominee in their discretion.

Our Board of Directors has adopted a majority voting policy in director elections that will apply at any Meeting of our shareholders where an uncontested election of directors is held. Pursuant to this policy, if the number of proxy votes withheld for a particular director nominee is greater than the votes for such director, the director nominee will be required to submit his or her resignation to the Chair of the Board of Directors promptly following the applicable shareholders' meeting. Following receipt of the resignation, the Corporate Governance Committee will consider the offer of resignation and, except in special circumstances, will recommend that the Board accept the resignation. Within 90 days following the applicable shareholders' meeting, the Board will publicly disclose its decision whether to accept the applicable director's resignation, including the reasons for rejecting the resignation, if applicable. A director who tenders his or her resignation pursuant to this policy will not be permitted to participate in any Meeting of the Board of Directors or of the Corporate Governance Committee at which the resignation is considered. A copy of the majority voting policy may be found on our website at www.datagroup.ca.

The following table sets forth information with respect to each person proposed to be nominated for election as a director, including the number of Common Shares owned beneficially, or over which control or direction was exercised, by such person at the date of this Circular. The information as to Common Shares beneficially owned, directly or indirectly, or over which control or direction is exercised and the biographies of the proposed nominees for election as directors, not being within our knowledge, has been furnished by the respective nominees individually.

| <u>Proposed Nominee</u> | <u>Principal Occupation</u> | <u>Director Since</u> ⁽⁶⁾ | <u>Common Shares</u> ⁽⁵⁾ |
|---|------------------------------------|---|--|
| William Albino ⁽¹⁾⁽²⁾ Ontario, Canada | Corporate director | 2012 | 10,000 |
| Michael Blair ⁽⁷⁾ Ontario, Canada | Corporate director | – | 244,000 |
| Rod Phillips Ontario, Canada | Corporate director | – | – |

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| <u>Proposed Nominee</u> | <u>Principal Occupation</u> | <u>Director Since</u> ⁽⁶⁾ | <u>Common Shares</u> ⁽⁵⁾ |
|--|--|---|--|
| Thomas R. Spencer ⁽¹⁾⁽²⁾⁽³⁾⁽⁴⁾ Ontario, Canada | Corporate director | 2004 | 35,000 |
| Michael Suksi Ontario, Canada | Director and President and Chief Executive Officer of DATA Group Ltd. | 2010 | 88,285 |
| Harinder S. Takhar ⁽⁷⁾ Ontario, Canada | Chairman and Chief Executive Officer of Chalmers Group of Companies and KST | – | 3,047,869 |
| J.R. Kingsley Ward ⁽⁷⁾ Ontario, Canada | Chairman and Managing Partner | – | 647,100 |

Notes:

- (1) Member of the Audit Committee.
- (2) Member of the Corporate Governance Committee.
- (3) Member of the Compensation Committee.
- (4) Member of Special Committee of the Board of Directors formed in 2014 in connection with the Board's strategic planning initiatives and preparation for the Meeting.
- (5) As of May 15, 2014.
- (6) For the period from 2004 to the completion of the Arrangement, the position held was as a trustee of the Fund.
- (7) Mr. Blair and KST have each entered into agreements with the Corporation pursuant to which the Corporation has agreed, among other things and subject to certain conditions, to nominate Mr. Blair and Mr. Takhar, the chairman and CEO of KST, for election as directors at the Meeting. Pursuant to those agreements, each of Mr. Blair and KST has agreed to vote all Common Shares beneficially owned by them and their affiliates for the election of each of the nominees proposed for election as directors listed above and for the approval of each of the other matters to be acted upon at the Meeting (other than the re-confirmation of the Corporation's long-term incentive plan). The Corporation has entered into an agreement with VRG Capital Corp. and certain other shareholders holding, in the aggregate, approximately 6% of the outstanding Common Shares, pursuant to which, among other things and subject to certain conditions, the Corporation has agreed to nominate Mr. Ward for election as a director at the Meeting. Pursuant to that Agreement, those shareholders have agreed (i) to vote all of the Common Shares beneficially owned by them for the election of each of the nominees proposed for election as directors listed above and for the approval of each of the other matters to be acted upon at the Meeting, and (ii) to not, among other things and subject to certain conditions, make or participate in any solicitation of proxies to vote any voting securities of the Corporation or take similar actions during the period commencing on May 15, 2014 and ending on July 1, 2015.

The principal occupation of each person proposed to be nominated for election as a director for the past five years preceding the date hereof and additional biographical information is described below:

William Albino. Mr. Albino has been a Director of the Corporation or its predecessor, DGI, since August 8, 2012. Prior to his retirement in 2011, Mr. Albino was Chief Executive Officer of Smart Systems for Health, an Agency of the Ontario Government charged with developing and implementing electronic health records for all Ontarians. Before that assignment, Mr. Albino was an Executive Vice President of EDS Canada, responsible, at various times, for EDS's business in the Telecommunications, Government, and Manufacturing sectors. He spent two years as head of his own consulting company while acting as an independent investor in start-up technology companies. Mr. Albino's longest period of employment was 25 years with Xerox Corporation, where he held numerous positions, in both Canada and the US, culminating in his assignment as Vice-President and General Manager of the company's largest division. Mr. Albino has a Bachelor of Arts degree from the University of Toronto and a Masters of Business Administration from The Richard Ivey School of Business at the University of Western Ontario. He is presently a director of The Aurora Historical Society and the Big Brother and Sisters Council of Champions.

Michael Blair. Mr. Blair currently serves as a member of the board of trustees of Dominion Citrus Income Fund. Prior to his retirement in 2011, Mr. Blair was the Chief Executive Officer and director of Automodular Corporation, a public company that supplies sub-assembly and sequencing services to automotive assemblers. Mr. Blair was also the Founder and Chairman of Pharmx Rexall Drug Stores Ltd., a chain of drug stores in Ontario. Mr. Blair has also served as the Founder, President and Chief Executive Officer, a director and a member of the audit committee of The Enfield

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Corporation Limited, an industrial corporation that engaged in manufacturing of electrical equipment, glass and plastics packaging, and automotive parts and components. At the time, The Enfield Corporation Limited employed approximately 10,000 personnel and operated around 40 plants and facilities in Canada, the United States, the United Kingdom and Hong Kong. Mr. Blair was the chairman of the board and chairman of the audit committee of Federal Pioneer Limited, which was, prior to its acquisition in 1990, Canada's largest independent manufacturer of circuit breakers, switchgear and transformers, employing approximately 2,300 personnel in its 13 manufacturing facilities. Mr. Blair holds a Bachelor of Arts degree from the Royal Military College of Canada, a Masters of Business Administration from The Richard Ivey School of Business at the University of Western Ontario, and an ICD.D designation through the Rotman School of Management.

Rod Phillips. Mr. Phillips currently serves as the chair of the board of directors of both Postmedia Network Canada Corp. and Postmedia Network Inc. He was most recently President and Chief Executive Officer of the Ontario Lottery and Gaming Corporation from 2011 to 2014. For eight years prior to that Mr. Phillips was President and CEO of Shepell, fgi one of North America's leading providers of workplace health and productivity solutions. From 1997 to 2000, Mr. Phillips served as Chief of Staff to Mayor Mel Lastman during his first term as the leader of the newly amalgamated City of Toronto. He is a graduate of the MBA program at Wilfrid Laurier University and holds an Honours BA in Political Science and English from Western University. Mr. Phillips has completed the Directors Education Program at the Rotman School of Management and holds the Institute of Corporate Directors designation ICD.D.

Thomas R. Spencer. Mr. Spencer was a trustee of the Fund from December 14, 2004 to January 1, 2012 and has been a director of the Corporation or its predecessor, DGI, since January 1, 2012. Mr. Spencer is a retired Vice Chairman of TD Bank Financial Group. Over his 27 year career he was responsible for managing the Enterprise Risk Management function, Corporate Banking in Canada and Merchant Banking in New York. He is a former director of The Business Development Bank of Canada (serving as Chair of the Board Credit and Risk Committee) and, as of May 28, 2014, Equity Financial Holdings Inc. Mr. Spencer holds a Bachelor of Arts degree in Economics and a Masters of Business Administration, both from York University, and an ICD.D designation through the Rotman School of Management.

Michael Suksi. Mr. Suksi was a trustee of the Fund from November 8, 2010 to January 1, 2012 and has been a director of the Corporation or its predecessor, DGI, since January 1, 2012. Mr. Suksi joined the DATA Group in April 1985 and held progressively more senior sales and marketing positions leading to Vice President of Sales & Marketing. Between November 2004 and November 2006, Mr. Suksi was Vice President, Sales at Transcontinental Inc., one of Canada's largest print and media organizations. In November 2006, Mr. Suksi returned to the DATA Group as President, DATA East and was instrumental in the successful integration of Relizon Canada Inc. into the DATA Group. Mr. Suksi was appointed President and Chief Executive Officer of our company on October 12, 2010. Mr. Suksi holds a Bachelor of Arts degree in Economics and Commerce from the University of Toronto.

Harinder S. Takhar. Mr. Takhar currently serves as the Chairman and CEO of Chalmers Group of Companies and its parent company, KST Industries Inc. Chalmers Group of Companies consists of five manufacturing companies with operations in Canada and the USA. He previously served as the President and CEO of Chalmers Group of Companies from 1992 to 2003. Mr. Takhar was elected to the Ontario Legislature in October 2003 and was re-elected in 2007 and 2011. In October 2003, he was appointed to the Executive Council of Ontario and as the Minister of Transportation. In May 2006, Mr. Takhar was appointed as Ontario's first Minister of Small Business and Entrepreneurship, later as Minister of Small Business and Consumer Services. He then served as Minister of Government Services from June 2009 until November 2012. From February 2013 to May 2013, he was reappointed as the Minister of Government Services and as the Chair of the Management Board of Cabinet. Mr. Takhar holds a Master's degree in Economics, Political Science and an undergraduate degree in English, Economics and Political Science. He is a member of the Chartered Professional Accountants (CPA), Certified Management Accountants (CMA) and a fellow of CPA, CMA Ontario.

J.R. Kingsley Ward. Mr. Ward is currently the chairman and managing partner of VRG Capital Corp. and prior to that was the President of VRG Capital from 1992 to 2011. Mr. Ward began his career at the Vimy Ridge Group Ltd., a Toronto based holding company with a portfolio of investments primarily in the healthcare industry. In 1992, VRG Capital, a division of Vimy Ridge Group Ltd., was formed to develop merchant banking initiatives for Vimy Ridge Group Ltd. Mr. Ward has over 25 years of experience in initiating, structuring, and monetizing private equity investments. Mr. Ward's business career includes being a founder and director of Clarus Securities, an institutional investment dealer, Chairman of Nucro Technics, a pharmaceutical contract support organization, and is currently a director of Wheels Group Inc., a leading North American third party logistics management company. He was a founder

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and former Director of IPEC (now Flint Energy Services) and was a founder and former Chairman of Pareto Corporation, a marketing services company until its sale in 2011. He is a past Director of PLM Group, a commercial printing and direct marketing company.

Adoption of Amendment to By-Law No. 1

On January 20, 2014, the Board of Directors passed a resolution approving the adoption of an amendment to the Corporation's existing general By-Law No. 1, or the By-law Amendment, which is intended to ensure that our by-laws remain consistent with evolving corporate governance practices and the published guidelines of major proxy advisory firms. The By-law Amendment increases the quorum requirements for the Corporation's shareholder meetings to two or more persons holding or representing at least 25% of the votes attached to all outstanding shares of the Corporation. The By-law Amendment became effective on the date on which it was adopted by our Board of Directors and will remain in effect unless rejected by shareholders at the Meeting.

Shareholders will be asked to consider and, if thought advisable, pass, with or without variation, an ordinary resolution, or the By-Law No. 1 Amendment Resolution, approving and confirming the adoption of the By-law Amendment. The By-Law No. 1 Amendment Resolution must be passed by greater than 50% of the votes cast by shareholders present in person or represented by proxy at the Meeting. A copy of the By-law No. 1 Amendment Resolution is attached as Appendix "A" to this Circular.

Our Board of Directors unanimously recommends that shareholders vote FOR the By-law No. 1 Amendment Resolution. The individuals named as proxyholders in the enclosed form of proxy intend to vote FOR the By-law No. 1 Amendment Resolution unless specifically instructed otherwise on the proxy or voting instructions.

Adoption of Advance Notice By-Law No. 2

On January 20, 2014, our Board of Directors passed a resolution approving the adoption of By-Law No. 2 of the Corporation, or the Advance Notice By-law.

Among other things, the Advance Notice By-Law fixes a deadline by which shareholders must submit a notice of director nominations to the Corporation prior to any annual or special meeting of shareholders where directors are to be elected and sets forth the information that a shareholder must include in the notice for it to be valid. The Advance Notice By-law requires advance notice to the Corporation in circumstances where nominations of persons for election as a director of the Corporation are made by shareholders other than pursuant to (i) a requisition of a meeting of shareholders made pursuant to the provisions of the OBCA, or (ii) a shareholder proposal made in accordance with the provisions of the OBCA.

The Advance Notice By-Law will enable the Corporation to receive adequate prior notice of director nominations as well as sufficient information on the nominees. Consequently, the Corporation will be able to evaluate the proposed nominees' qualifications to act as directors of the Corporation. No person will be eligible for election as a director of the Corporation unless nominated in accordance with the provisions of the Advance Notice By-Law.

In the case of an annual meeting of shareholders, notice to the Secretary of the Corporation must be given not less than 30 nor more than 65 days prior to the date of the annual meeting; provided, however, that in the event that the annual meeting is to be held on a date that is less than 50 days after the date on which the first public announcement of the date of the annual meeting was made, notice by the nominating shareholder may be given not later than the close of business on the tenth day following the notice date.

In the case of a special meeting of shareholders (which is not also an annual meeting) called for the purpose of electing directors (whether or not called for other purposes), notice to the Secretary of the Corporation must be given not later than the close of business on the fifteenth day following the day on which the first public announcement of the date of the special meeting was made.

In no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of a nominating shareholder's notice.

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The Board may, in its sole discretion, waive any requirement of the Advance Notice By-Law.

At the meeting, shareholders will be asked to consider and, if thought advisable, pass, with or without variation, an ordinary resolution, or the Advance Notice By-law Resolution, approving and confirming the adoption of the Advance Notice By-law. The Advance Notice By-law Resolution must be passed by greater than 50% of the votes cast by shareholders present in person or represented by proxy at the meeting. A copy of the Advance Notice By-law Resolution is attached as Appendix “B” to this Circular and the full text of the Advance Notice By-law is set forth in Exhibit “A” to Appendix “B” of this Circular.

The Advance Notice By-law became effective on the date on which it was adopted by our Board of Directors and will remain in effect unless rejected by shareholders at the Meeting.

The Board of Directors unanimously recommends that shareholders vote FOR the Advance Notice By-law Resolution. The individuals named as proxyholders in the enclosed form of proxy intend to vote FOR the Advance Notice By-law Resolution unless specifically instructed otherwise on the proxy or voting instructions.

Reconfirmation of the LTIP

Shareholders will be asked to consider and, if thought advisable, pass, with or without variation, an ordinary resolution, or the LTIP Resolution, approving and reconfirming the LTIP. The LTIP Resolution must be passed by greater than 50% of the votes cast by shareholders present in person or represented by proxy at the meeting. A copy of the LTIP Resolution is attached as Appendix “C” to this Circular and the full text of the LTIP is set forth in Exhibit “A” to Appendix “C” of this Circular.

The unitholders of the Fund ratified and confirmed the LTIP at the annual and special meeting of unitholders of the Fund held on May 17, 2011 and, pursuant to the policies of the TSX, the LTIP must be approved and reconfirmed by shareholders every three years. See “Compensation Discussion and Analysis – Executive Compensation Process and Components – Components of Executive Compensation – Long-Term Incentive Compensation – The DATA Group Ltd. LTIP” for a summary of the LTIP.

The Board of Directors unanimously recommends that shareholders vote FOR the LTIP Resolution. The individuals named as proxyholders in the enclosed form of proxy intend to vote FOR the LTIP Resolution unless specifically instructed otherwise on the proxy or voting instructions.

Reconfirmation of the Shareholder Rights Plan

Shareholders will be asked to consider and, if thought advisable, pass, with or without variation, an ordinary resolution, or the Shareholder Rights Plan Resolution, approving and reconfirming the Corporation’s shareholder rights plan, or the Shareholder Rights Plan. The Shareholder Rights Plan Resolution must be passed by greater than 50% of the votes cast by shareholders present in person or represented by proxy at the meeting. A copy of the Shareholder Rights Plan Resolution is attached as Exhibit “A” to Appendix “C” of the Management Proxy Circular of the Fund dated April 14, 2011, which Exhibit is incorporated by reference in this Circular. The full text of the Shareholder Rights Plan is set forth in Exhibit “A” to Appendix “D” of this Circular.

The unitholders of the Fund ratified and confirmed the Shareholder Rights Plan at the annual and special meeting of unitholders of the Fund held on May 17, 2011 and, pursuant to the terms of the Shareholder Rights Plan, must be approved and reconfirmed by shareholders at every third annual meeting.

Background and Summary

The Shareholder Rights Plan utilizes the mechanism of a Permitted Bid (as hereinafter described) to ensure that a person seeking control of the Corporation gives shareholders and our Board of Directors sufficient time to evaluate the bid and, if appropriate, negotiate with the initial bidder and encourage competing bids to emerge. The purpose of the Shareholder Rights Plan is to protect shareholders by requiring all potential bidders to comply with the conditions specified in the Permitted Bid provisions or risk being subject to the dilutive features of the Shareholder Rights Plan. Generally, to

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qualify as a Permitted Bid, a bid must be made to all shareholders and must be open for at least 60 days after the bid is made.

If more than 50 percent of the Common Shares held by Independent Shareholders (as defined below) are deposited or tendered to the bid and not withdrawn at the end of 60 days, the bidder may take up and pay for such Common Shares. The take-over bid must then be extended for a further period of ten days on the same terms to allow those shareholders who did not initially tender their Common Shares to tender to the take-over bid if they so choose. Thus, there is no coercion to tender during the initial 60-day period because the bid must be open for acceptance for at least 10 days after the expiry of the initial tender period. The Shareholder Rights Plan is designed to make it impractical for any person to acquire more than 20 percent of the outstanding Common Shares without the approval of our Board of Directors except pursuant to the Permitted Bid procedures or pursuant to certain other exemptions outlined below. Our Board of Directors believes that the Shareholder Rights Plan, taken as a whole, should not be an unreasonable obstacle to a serious bidder willing to make a bona fide and financially fair offer to all shareholders.

The following is a summary of the principal terms of the Shareholder Rights Plan, which is qualified in its entirety by reference to the text of the Shareholder Rights Plan, a copy of which is attached hereto as Exhibit "A" to Appendix "D" to this Circular.

Issue of Rights

On the effective date of the Shareholder Rights Plan, one right (a Right), will be issued and attached to each outstanding Common Share. One Right will also be issued and attach to each Common Share (and any other securities in the capital of DATA Group Ltd. entitled to vote generally in the election of directors of DATA Group Ltd.) issued after that date, subject to the limitations set forth in the Shareholder Rights Plan. The initial exercise price of each Right is \$100 (the Exercise Price), subject to appropriate anti-dilution adjustments. Until a Right is exercised, the holder thereof, as such, will have no rights as a shareholder.

Rights Exercise Privilege

The Rights will separate from the Common Shares to which they are attached and will become exercisable as of the close of business on the tenth trading day after the earlier of (the Separation Time) (i) the first date of public announcement by DATA Group Ltd. or an Acquiring Person (as defined below) of facts indicating that a person has become an Acquiring Person (the Common Share Acquisition Date); and (ii) the date of the commencement of, or first public announcement of the intent of any person (other than DATA Group Ltd. or any subsidiary of DATA Group Ltd.) to commence, a take-over bid (other than a Permitted Bid or Competing Permitted Bid (as defined below)); and (iii) the date on which a Permitted Bid or Competing Permitted Bid ceases to qualify as such; or such later date as may be determined by the Board of Directors.

The acquisition by a person (an Acquiring Person), including persons acting jointly or in concert, of 20 percent or more of the Common Shares, other than by way of a Permitted Bid in certain circumstances, is referred to as a "Flip-in Event". Any Rights held by an Acquiring Person on or after the earlier of the Separation Time or the Common Share Acquisition Date, will become void upon the occurrence of a Common Share Acquisition Date. Ten trading days after the occurrence of the Flip-in Event, the Rights (other than those held by the Acquiring Person) will permit the holders thereof to purchase, for example, Common Shares with a total market value of \$200, on payment of \$100 (i.e., at a 50 percent discount).

The issue of the Rights is not initially dilutive. Upon a Flip-in Event occurring and the Rights separating from the attached Common Shares, reported earnings per Common Share on a fully diluted or non-diluted basis may be affected. Holders of Rights who do not exercise their Rights upon the occurrence of a Flip-in Event may suffer substantial dilution.

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Certificates and Transferability

Prior to the Separation Time, the Rights will be evidenced by a legend imprinted on certificates for Common Shares and will not be transferable separately from the attached Common Shares. From and after the Separation Time, the Rights will be evidenced by Rights certificates, which will be transferable and traded separately from the Common Shares.

Permitted Bid Requirements

The requirements of a Permitted Bid include the following:

- the take-over bid must be made by way of a take-over bid circular;
- the take-over bid must be made to all holders of Common Shares, other than the bidder, for all Common Shares held by them;
- the take-over bid must not permit Common Shares tendered pursuant to the take-over bid to be taken up prior to the expiry of a period of not less than 60 days from the date of the bid and then only if at such time more than 50 percent of the Common Shares held by shareholders other than the bidder, its affiliates and persons acting jointly or in concert with the bidder (the Independent Shareholders), have been tendered pursuant to the take-over bid and not withdrawn; and
- if more than 50 percent of the Common Shares held by Independent Shareholders are tendered to the take-over bid within the 60-day period, the bidder must make a public announcement of that fact and the take-over bid must remain open for deposits of Common Shares for an additional 10 business days from the date of such public announcement.

The Shareholder Rights Plan allows a competing Permitted Bid (a Competing Permitted Bid) to be made while a Permitted Bid is in existence. A Competing Permitted Bid must satisfy all the requirements of a Permitted Bid except that, provided it is outstanding for a minimum period of 35 days, it may expire on the same date as the Permitted Bid.

Waiver and Redemption

The Board of Directors may, prior to a Flip-in Event, without the approval of holders of Common Shares, waive the dilutive effects of the Shareholder Rights Plan in respect of a particular Flip-in Event. At any time prior to the occurrence of a Flip-in Event, without the approval of Rights holders, the Board of Directors may redeem all, but not less than all, of the outstanding Rights at a price of \$0.00001 each.

Waiver of Inadvertent Flip-in Event

The Board of Directors may, prior to the close of business on the tenth day after a person has become an Acquiring Person, waive the application of the Shareholder Rights Plan to an inadvertent Flip-in Event, on the condition that such person reduces its beneficial ownership of Common Shares such that it is not an Acquiring Person within 14 days of the determination of the Board of Directors.

Portfolio Managers

The provisions of the Shareholder Rights Plan relating to portfolio managers are designed to prevent the occurrence of a Flip-in Event solely by virtue of the customary activities of such managers, including trust companies and other persons, where a portion of the ordinary business of such person is the management of funds for unaffiliated investors, so long as any such person does not propose to make a take-over bid either alone or jointly with others.

Supplement and Amendments

DATA Group Ltd. may, without the approval of the holders of Common Shares or Rights, make amendments to the Shareholder Rights Plan to: (i) correct clerical or typographical errors; and (ii) maintain the validity and effectiveness of the Shareholder Rights Plan as a result of any change in applicable law, rule or regulatory requirement. Any amendment referred to in item (ii) must, if made before the Separation Time, be submitted for approval to the holders of Common

Shares at the next meeting of shareholders and, if made after the Separation Time, must be submitted to the holders of Rights for approval.

At any time before the Separation Time, DATA Group Ltd. may with prior written consent of the Independent Shareholders received at the special meeting called and held for such purpose, amend, vary or rescind any of the provisions of the Shareholder Rights Plan or the Rights, whether or not such action would materially adversely affect the interests of the Rights generally.

Confirmation

The Shareholder Rights Plan must be reconfirmed by a resolution passed by a majority of the votes cast by all shareholders who vote in respect of such reconfirmation at every third annual meeting following the meeting.

The Board of Directors unanimously recommends that shareholders vote FOR the Shareholder Rights Plan Resolution. The individuals named as proxyholders in the enclosed proxy intend to vote FOR the Shareholder Rights Plan Resolution unless specifically instructed otherwise on the proxy or voting instructions.

ADDITIONAL INFORMATION

Copies of the following documents are available upon written request to the Secretary of the Corporation, 9195 Torbram Road, Brampton, Ontario, Canada L6S 6H2 or by calling 905-791-3151.

- (ii) the annual report to shareholders containing the audited consolidated financial statements for the year ended December 31, 2013 together with the accompanying auditor's report;
- (iii) our interim consolidated financial statements for periods subsequent to December 31, 2013;
- (iv) our management's discussion and analysis for the year ended December 31, 2013;
- (v) this Circular; and
- (vi) our annual information form.

Additional information relating to the Corporation can be found at www.sedar.com. Financial information of the Corporation is provided in our comparative financial statements and management's discussion and analysis of financial conditions and results of operations for the financial year ended December 31, 2013.

Our auditors are PricewaterhouseCoopers LLP. Our annual consolidated financial statements for the year ended December 31, 2013 have been filed under National Instrument 51-102 – *Continuous Disclosure Obligations* in reliance on the report of PricewaterhouseCoopers LLP, given on their authority as experts in auditing and accounting. PricewaterhouseCoopers LLP has confirmed to us that it is independent within the meaning of the rules of professional conduct of the Institute of Chartered Accountants of Ontario.

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DIRECTORS' APPROVAL

The contents and the sending of this management information circular dated May 20, 2014 have been approved by our board of directors.

Dated as of May 20, 2014.



Derek Ridout
Chair of the Board
DATA Group Ltd.

APPENDIX "A"

BY-LAW NO. 1 AMENDMENT RESOLUTION

Capitalized terms used, but not otherwise defined, herein have the meanings given to them in the management information circular of Data Group Ltd. (the "**Corporation**") dated May 20, 2014.

"BE IT RESOLVED AS AN ORDINARY RESOLUTION OF THE SHAREHOLDERS THAT:

1. The amendment to the existing general By-law No. 1 of the Corporation to delete Section 5 of such by-law in its entirety and replace such section with the following is hereby approved and confirmed:

"At any meeting of the shareholders a quorum will consist of two or more persons present in person either holding personally or representing as proxies in the aggregate at least 25% of the votes attached to all outstanding shares. In the event of such quorum not being present at the appointed place on the date for which the meeting is called within 30 minutes after the time fixed for the holding of such meeting, the meeting, if called by request of shareholders, will be terminated (and not adjourned) and, if otherwise called, will stand adjourned to a day not less than 14 days later and to such place and time as may be appointed by the chairperson of the meeting. If at such adjourned meeting a quorum as above defined is not present, the shareholders present either personally or by proxy will be deemed to form a quorum, and any business may be brought before or dealt with at such an adjourned meeting that might have been brought before or dealt with at the original meeting in accordance with the notice calling the same."

2. Any one director or officer of the Corporation is hereby authorized, for an on behalf of the Corporation, to execute and deliver all such further documents and instruments and to do all such other acts and things as such director or officer may determine to be necessary or advisable for the purpose of giving full force and effect to the provisions of this resolution, the execution and delivery by such director or officer of any such document or instrument or the doing of any such act or thing being conclusive evidence of such determination."

APPENDIX “B”

ADVANCE NOTICE BY-LAW RESOLUTION

Capitalized terms used, but not otherwise defined, herein have the meanings given to them in the management information circular of Data Group Ltd. (the “**Corporation**”) dated May 20, 2014 (the “**Circular**”).

“BE IT RESOLVED AS AN ORDINARY RESOLUTION OF THE SHAREHOLDERS THAT:

1. By-law No. 2 of the Corporation, the full text of which is set forth in Exhibit “A” to Appendix “B” of the Circular, is hereby approved and confirmed.
2. Any one director or officer of the Corporation is hereby authorized, for and on behalf of the Corporation, to execute and deliver all such further documents and instruments and to do all such other acts and things as such director or officer may determine to be necessary or advisable for the purpose of giving full force and effect to the provisions of this resolution, the execution and delivery by such director or officer of any such document or instrument or the doing of any such act or thing being conclusive evidence of such determination.”

EXHIBIT “A” TO APPENDIX “B”

BY-LAW NO. 2

A by-law relating to
the nomination of persons for
election to the board of directors of:

DATA GROUP LTD.
(the “**Corporation**”)

Nomination of Directors

1. **Nomination Procedures.** Except as otherwise provided by applicable law, the articles of the Corporation (the “**Articles**”) or the by-laws of the Corporation, only persons who are nominated in accordance with the following procedures will be eligible for election as a director of the Corporation. Nominations of a person for election to the board of directors of the Corporation (the “**Board**”) may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors,
 - (a) by or at the direction of the Board or an authorized officer of the Corporation, including, without limitation, pursuant to a notice of meeting;
 - (b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the *Business Corporations Act* (Ontario) (the “**Act**”) or a requisition of the shareholders made in accordance with the provisions of the Act; or
 - (c) by any person (a “**Nominating Shareholder**”) (i) who, at the close of business on the date of the giving of the notice provided for in Section 3 below and on the record date for notice of such meeting, is entered in the securities register of the Corporation as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting, and (ii) who complies with the notice procedures set forth below in this By-law No. 2.
2. **Nominations for Election.** The procedures set out in this By-law No. 2 will be the exclusive means for any person to bring nominations for election to the Board before any annual or special meeting of shareholders of the Corporation.
3. **Timely Notice.** In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the Secretary of the Corporation at the registered office of the Corporation in accordance with this By-law No. 2.
4. **Manner of Timely Notice.** To be timely, a Nominating Shareholder’s notice to the Secretary of the Corporation must be made:
 - (a) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is called for a date that is less than 50 days after the date (the “**Notice Date**”)

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on which the first Public Announcement (as defined below) of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the close of business on the tenth day following the Notice Date; and

- (b) in the case of a special meeting (other than an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth day following the day on which the first Public Announcement of the date of the special meeting of shareholders was made.

In no event will any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of a Nominating Shareholder's notice as described in Section 4(a) or Section 4(b), as applicable.

5. Proper Form of Notice. To be in proper written form, a Nominating Shareholder's notice to the Secretary of the Corporation must set forth:

- (a) as to each person (a "**Nominee**") whom the Nominating Shareholder proposes to nominate for election as a director:
 - (i) the name, age, business address and residential address of the Nominee;
 - (ii) the Nominee's status as a "resident Canadian" (as such term is defined in the Act);
 - (iii) the principal occupation, business or employment of the Nominee, both present and within the five years preceding the notice;
 - (iv) the designation and number or principal amount of securities of the Corporation which are, directly or indirectly, controlled or directed, or which are owned beneficially or of record, by the Nominee or his or her associates or affiliates as of the record date for the meeting of shareholders (if such date has been made publicly available and has occurred) and as of the date of such notice and the date or dates on which such securities were acquired;
 - (v) full particulars of all direct and indirect compensation, indemnity and other agreements, arrangements and understandings during the past three years, and any other relationships, between or among such Nominating Shareholder and beneficial owner, if any, and their respective Representatives, on the one hand, and the Nominee and his or her Representatives, on the other hand;
 - (vi) a written consent of the Nominee to act as a director of the Corporation, in the form provided by the Secretary of the Corporation;
 - (vii) any other information relating to the Nominee that would be required to be disclosed in a dissident's information circular in connection with solicitations of proxies for election of directors pursuant to the Act or Applicable Securities Laws (as defined below); and
 - (viii) a duly completed personal information form in respect of the Nominee in the form prescribed by the principal stock exchange on which the securities of the Corporation are then listed for trading;
- (b) as to the Nominating Shareholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made:

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- (i) the name and address of such Nominating Shareholder, as they appear on the Corporation's securities register, and of such beneficial owner, if any, and of their respective Representatives;
- (ii)
 - A. the designation and number or principal amount of securities of the Corporation which are, directly or indirectly, controlled or which are owned beneficially or of record by such Nominating Shareholder, such beneficial owner, if any, or any of their respective Representatives and the date or dates on which such securities were acquired;
 - B. full particulars of any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, or any derivative or synthetic arrangement having the characteristics of a long position in any class or series of shares of the Corporation, or any contract, derivative, swap or other transaction or series of transactions designed to produce economic benefits and risks that correspond substantially to the ownership of any class or series of shares of the Corporation, including, without limitation, due to the fact that the value of such contract, derivative, swap or other transaction or series of transactions is determined by reference to the price, value or volatility of any class or series of shares of the Corporation, whether or not such instrument, contract or right will be subject to settlement in the underlying class or series of shares of the Corporation, through the delivery of cash or other property, or otherwise, and without regard to whether the shareholder of record, the beneficial owner, if any, or any of their respective Representatives, may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract or right, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of any class or series of shares of the Corporation (any of the foregoing, a "**Derivative Instrument**") directly or indirectly owned beneficially or of record by such Nominating Shareholder, the beneficial owner, if any, or any of their respective Representatives;
 - C. full particulars of any proxy, contract, arrangement, understanding, or relationship pursuant to which any such Nominating Shareholder, beneficial owner, if any, or any of their respective Representatives has a right to vote, or direct the voting of, any class or series of shares of the Corporation or otherwise relating to the voting of any securities of the Corporation or the nomination of any person to the Board;
 - D. full particulars of any agreement, arrangement, understanding, relationship or otherwise, including, without limitation, any repurchase or similar so-called "stock borrowing" agreement or arrangement, involving such Nominating Shareholder, beneficial owner, if any, or any of their respective Representatives directly or indirectly, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of any class or series of shares of the Corporation by, manage the risk of share price changes for, or increase or decrease the voting power of, such Nominating Shareholder, beneficial owner, if any, or any of their respective Representatives with respect to any class or series of the shares of the Corporation, or which provides, directly or indirectly, the opportunity to profit or share in any profit derived from any decrease in the price or value of any class or series of the shares of the Corporation (any of the foregoing, a "**Short Interest**");

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- E. full particulars of any rights to dividends with respect to any class or series of shares of the Corporation owned beneficially by such Nominating Shareholder, beneficial owner, if any, or any of their respective Representatives that are separated or separable from the underlying shares of the Corporation;
 - F. full particulars of any proportionate interest in any class or series of shares of the Corporation or any Derivative Instrument held, directly or indirectly, by a general or limited partnership in which any such Nominating Shareholder, beneficial owner, if any, or any of their respective Representatives is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership;
 - G. full particulars of any performance-related fees (other than an asset-based fee) to which any such Nominating Shareholder or beneficial owner, if any, is entitled based on any increase or decrease in the value of any class or series of shares of the Corporation or any Derivative Instrument, including, without limitation, any such fee, to which the respective Representatives of the Nominating Shareholder or beneficial owner, if any, is entitled;
 - H. full particulars of any direct or indirect interest, including, without limitation, equity interests or any Derivative Instrument or Short Interest, in any principal competitor of the Corporation held by such Nominating Shareholder, beneficial owner, if any, or any of their respective Representatives; and
 - I. full particulars of any direct or indirect interest of such Nominating Shareholder, beneficial owner, if any, or any of their respective Representatives in any contract, arrangement, understanding or relationship with the Corporation, any affiliate of the Corporation, any of the directors or officers of the Corporation or any of its affiliates, or with the Nominating Shareholder, such beneficial owner, if any, or any of their respective Representatives, or with any competitor or material supplier of the Corporation (including, without limitation, in any such case, any employment agreement, collective bargaining agreement or consulting agreement;
- (iii) a representation that the Nominating Shareholder is a holder of record of securities of the Corporation, or a beneficial owner, entitled to vote at such meeting and intends to appear in person or by proxy at the applicable shareholders meeting to propose such nomination;
 - (iv) any other information that would be required to be made in a dissident's information circular in connection with solicitations of proxies for election of directors pursuant to the Act or Applicable Securities Laws; and
 - (v) a representation of whether either such Nominating Shareholder or beneficial owner, if any, alone or acting jointly or in concert with others, intends to deliver a proxy circular and/or form of proxy to any shareholder of the Corporation in connection with such nomination or otherwise solicit or participate in the solicitation of proxies from shareholders of the Corporation in support of the nomination.

6. Other Information. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as a director of the Corporation or any committee of the Board, with respect to independence or any other relevant criteria for eligibility or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

7. Notice to be updated. In addition, to be considered timely and in proper written form, a Nominating Shareholder's notice will be promptly updated and supplemented, if necessary, so that the information provided or required to be provided in such notice will be true and correct as of the date that is ten days prior to the date of the meeting, or any adjournment or postponement thereof.
8. Shareholder Discussion. No person will be eligible for election as a director of the Corporation unless nominated in accordance with the provisions of this By-law No. 2; provided, however, that nothing in this By-law No. 2 will be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the Act.
9. Power of the Chair. The chair of the meeting will have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination will be disregarded.
10. Attendance at Meeting. Notwithstanding any other provision of this By-law No. 2, if the Nominating Shareholder (or a qualified representative of the Nominating Shareholder) does not appear at the meeting of shareholders of the Corporation to present the nomination, such nomination will be disregarded, notwithstanding that proxies in respect of such nomination may have been received by the Corporation.
11. No Obligation to Disclose Nominee Information. Nothing in this By-law No. 2 will obligate the Corporation or the Board to include in any proxy statement or other shareholder communication distributed by or on behalf of the Corporation or Board any information with respect to any proposed nomination or any Nominating Shareholder or proposed nominee.
12. Delivery of Notice. Notwithstanding any other provision of the by-laws of the Corporation, notice given to the Secretary of the Corporation pursuant to this By-law No. 2 may only be given by personal delivery, facsimile transmission or by email (at such email address as stipulated from time to time by the Secretary of the Corporation for purposes of this notice), and will be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the Secretary at the address of the principal executive offices of the Corporation; provided that if such delivery or electronic communication is made on a day which is not a Business Day or later than 5:00 p.m. (Eastern Time) on a day which is a Business Day, then such delivery or electronic communication will be deemed to have been made on the subsequent day that is a Business Day.
13. Board Discretion. Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement in this By-law No. 2.
14. Definitions. For purposes of this By-law No. 2:
 - (a) **“Applicable Securities Laws”** means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada.

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- (b) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (c) “**person**” includes individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and any domestic or foreign legislative, executive, judicial or administrative body or person having or purporting to have jurisdiction in the relevant circumstances.
- (d) “**Public Announcement**” means disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Corporation under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com.
- (e) “**Representative**” of a person means the affiliates and associates of such person, all persons acting jointly or in concert with any of the foregoing, and the affiliates and associates of any of such persons acting jointly or in concert.

The by-laws of the Corporation, as amended from time to time, will be read together and will have effect, so far as practicable, as though all the provisions thereof were contained in one by-law of the Corporation.

ADOPTED BY THE BOARD OF DIRECTORS WITH IMMEDIATE EFFECT ON JANUARY 20, 2014.

APPENDIX “C”

LTIP RESOLUTION

Capitalized terms used, but not otherwise defined, herein have the meanings given to them in the management information circular of Data Group Ltd. (the “**Corporation**”) dated May 20, 2014 (the “**Circular**”).

“BE IT RESOLVED AS AN ORDINARY RESOLUTION OF THE SHAREHOLDERS THAT:

1. The LTIP, substantially as set forth in Exhibit “A” to Appendix “C” to the Circular, is hereby approved and reconfirmed.
2. The form of the LTIP may be amended in order to satisfy the requirements or requests of any regulatory authority, or as may be approved by the Toronto Stock Exchange, in each case without requiring further approval of the shareholders.
3. The Corporation has the ability to continue granting Awards under the LTIP until May 19, 2017, which is the date that is three years from the date of the meeting at which shareholder approval of the LTIP is sought.
4. Any one director or officer of the Corporation is hereby authorized, for and on behalf of the Corporation, to execute and deliver all such further agreements, documents and instruments and to do all such other acts and things as such director or officer may determine to be necessary or advisable for the purpose of giving full force and effect to the provisions of this resolution, the execution and delivery by such director or officer of any such agreement, document or instrument or the doing of any such act or thing being conclusive evidence of such determination.”

EXHIBIT “A” TO APPENDIX “C”

DATA GROUP LTD.

LONG-TERM INCENTIVE PLAN

1. Purpose; Interpretation.

(a) **Purpose.** The purposes of the DATA Group Ltd. Long-Term Incentive Plan are to enable DATA Group Ltd. (the “**Corporation**”) and its Affiliates to recruit and retain highly qualified directors, officers, employees and consultants; to provide those persons with an incentive for productivity and an opportunity to share in the growth and value of the Corporation; and align the interests of Participants with those of the shareholders of the Corporation.

(b) **Definitions.** In this Plan, unless something in the subject matter or context is inconsistent therewith:

“**Affiliate**” means any person that is a subsidiary of the Corporation, or directly or indirectly controls, or is controlled by, or is under common control with, the Corporation (or their successors).

“**associate**” has the meaning ascribed thereto in the Securities Act.

“**Award**” means a grant of Options, SARs, DSUs, Restricted Shares or RSUs pursuant to the provisions of this Plan.

“**Award Agreement**” means, with respect to any particular Award, the written document that sets forth the terms and conditions of that particular Award, including any Restrictions applicable to Restricted Shares, granted under this Plan.

“**Beneficial Ownership**” has the meaning ascribed to that term in Section 1.1(e) of the Shareholder Rights Plan Agreement dated as of January 1, 2012 between the Corporation and Computershare Investor Services Inc.

“**Board**” means the board of directors of the Corporation, as constituted from time to time; *provided, however,* that if the board of directors appoints a Committee to perform some or all of the Board’s administrative functions hereunder pursuant to Section 2, references in this Plan to the “Board” will be deemed to also refer to that Committee in connection with matters to be performed by that Committee.

“**Business Day**” means being a day other than a Saturday, Sunday or statutory holiday in Toronto, Ontario.

“**Cause**” means (i) conviction of, or the entry of a plea of guilty or no contest to, any criminal or quasi-criminal offence that causes the Corporation or its Affiliates public disgrace or disrepute, or adversely affects the Corporation’s or any of its Affiliates’ operations or financial performance or the relationship the Corporation has with any of its Affiliates (for the purposes of this definition, a “quasi-criminal” offence means an intentional breach of a statutory provision, one of the potential consequences of which is imprisonment and a “criminal” offence means an offence requiring a *mens rea*); (ii) gross negligence or wilful misconduct with respect to the Corporation or any of its Affiliates, including fraud, embezzlement, theft or proven dishonesty in the course of his or her employment; (iii) refusal, failure or inability to perform any material obligation or fulfil any duty (other than any duty or obligation of the type described in clause (v) below) to the Corporation or any of its Affiliates (other than due to disability), which failure, refusal or inability is not cured within 10 days after delivery of notice thereof; (iv) material breach of any agreement with or duty owed to the Corporation or any of its Affiliates; (v) any breach of any obligation or duty to the Corporation or any of its Affiliates (whether arising by statute, common law, contract or otherwise) relating to confidentiality, non-competition, non-solicitation or proprietary rights; or (vi) any other conduct that constitutes “cause” at

common law. Notwithstanding the foregoing, if a Participant and the Corporation (or any of its Affiliates) have entered into an employment agreement, consulting agreement or other similar agreement that specifically defines “cause,” then, with respect to such Participant, “Cause” shall have the meaning defined in that employment agreement, consulting agreement or other agreement.

“**Change in Control**” means, at any time the occurrence of any of the following, in one transaction or a series of related transactions:

- (i) the acquisition by any person or persons acting jointly or in concert (as determined by the Securities Act), whether directly or indirectly, of Beneficial Ownership of voting securities of the Corporation that, together with all other voting securities of the Corporation held by such persons, constitute in the aggregate more than 50% of all of the then outstanding voting securities of the Corporation.
- (ii) an amalgamation, arrangement, consolidation, share exchange, take-over bid or other form of business combination of the Corporation with another person that results in the holders of voting securities of that other person holding, in the aggregate, more than 50% of all outstanding voting securities of the person resulting from the business combination;
- (iii) the sale, lease, exchange or other disposition of all or substantially all of the property of the Corporation or any of its Affiliates to another person, other than (A) in the ordinary course of business of the Corporation or of an Affiliate of the Corporation or (B) to the Corporation or any one or more of its Affiliates;
- (iv) a resolution is adopted to wind-up, dissolve or liquidate the Corporation;
- (v) as a result of, or in connection, with: (A) a contested election of directors of the Corporation, or (B) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisitions involving the Corporation or any of its Affiliates and another person, the nominees named in the most recent Management Information Circular of the Corporation for election to the Board shall not constitute a majority of the Board; or
- (vi) any other transaction that is deemed to be a “Change in Control” for the purposes of this Plan by the Board in its sole and absolute discretion.

Notwithstanding the foregoing, a transaction or a series of related transactions will not constitute a Change in Control if such transaction(s) result(s) in the Corporation, any successor to the Corporation, or any successor to the Corporation’s business, being controlled, directly or indirectly, by the same person or persons who controlled the Corporation, directly or indirectly, immediately before such transaction(s).

“**Committee**” means a committee appointed by the Board in accordance with Section 2.

“**Consultant**” means a person, other than a Director or an employee of the Corporation or of an Affiliate of the Corporation, that (i) is engaged to provide services to the Corporation or an Affiliate of the Corporation other than services provided in relation to a distribution of securities; (ii) provides services under a written contract with the Corporation or an Affiliate of the Corporation; and (iii) spends or will spend a significant amount of time and attention to the affairs and business of the Corporation or an Affiliate of the Corporation.

“**Custodian**” means the custodian appointed by the Corporation under the Custodian Agreement.

“**Custodian Agreement**” means the custodian agreement between the Corporation and the Custodian under which the Custodian will hold Restricted Shares that are Non-treasury Shares as nominee for

certain Participants and distribute Released Shares that are Non-treasury Shares as such Participants may request after the expiry of the Restrictions applicable to such shares.

“**Director**” means a member of the Board or of the board of directors of any Affiliates of the Corporation.

“**DSU**” means a deferred share unit granted under, and subject to restrictions imposed pursuant to, Section 8 hereof.

“**Fair Market Value**” means, as of any date: (i) if the Shares are not then publicly traded, the value of such Shares on that date, as determined by the Board in its sole and absolute discretion; or (ii) if the Shares are publicly traded, the closing price of the Shares on the trading day immediately preceding such date on the TSX or the principal securities exchange on which the majority of the trading in the Shares occurs or, if the Shares are not listed or admitted to trading on the TSX or any other securities exchange, but are traded in the over-the-counter market, the closing sale price of a Share on that date or, if no sale is publicly reported, the average of the closing bid and asked prices on that date, as furnished by two registered Canadian investment dealers.

“**Governmental Authorities**” means any domestic or foreign legislative, executive, judicial or administrative body or person having purporting to have jurisdiction in the relevant circumstances.

“**Insider**” means a “reporting insider” as that term is defined in National Instrument 55-104.

“**Non-Treasury Shares**” means previously issued Shares acquired by the Trustee under Trust B, using funds deposited with it by the Corporation.

“**Option**” means an option to purchase Shares granted under, and subject to restrictions imposed pursuant to, Section 5.

“**Participant**” means an employee, officer, Director or Consultant of the Corporation or of any of its Affiliates to whom an Award is granted.

“**Plan**” means this long-term incentive plan, as amended from time to time;

“**Released Restricted Shares**” means the unrestricted Shares distributed or delivered to or at the direction of Participants on request pursuant to a grant of Restricted Shares, following the expiry of any applicable Restrictions.

“**Restrictions**” means, in respect of any particular grant of Restricted Shares under this Plan, the vesting or other restrictions applicable to such Restricted Shares, as determined by the Board in its sole and absolute discretion, after taking into account any relief therefrom which the Board may provide in specific circumstances in its sole and absolute discretion.

“**Restricted Shares**” has the meaning set out in Section 10(a).

“**RSU**” means a restricted share unit granted under, and subject to restrictions imposed pursuant to, Section 9.

“**SAR**” means a stock appreciation right granted under, and subject to restrictions imposed pursuant to, Section 6.

“**Securities Act**” means the *Securities Act* (Ontario).

“**Shares**” mean the common shares of the Corporation.

“**subsidiary**” means with respect to any person, an entity which is controlled by such person; when used without reference to a particular person, “subsidiary” means a subsidiary of the Corporation.

“**Treasury Shares**” means Shares that are issued by the Corporation from treasury and held in Trust A.

“**Trust A**” means the trust established by the trust agreement between the Corporation and the Trustee which provides for the issue of Treasury Shares to the Trustee as Restricted Shares hereunder and from which the Trustee distributes Released Shares that are Treasury Shares to Participants on request after the expiry of the Restrictions applicable to such Treasury Shares.

“**Trust B**” means the trust established by the trust agreement between the Corporation and the Trustee which provides for the Corporation to fund the purchase Non-treasury Shares by the Trustee for use as Restricted Shares hereunder and for deposit under the Custodian Agreement on behalf of Participants.

“**Trustee**” means the trustee appointed by the Corporation under the Trust A and Trust B and includes any replacement trustee appointed under Trust A or Trust B, as applicable.

“**TSX**” means the Toronto Stock Exchange.

(c) Control.

(i) For the purposes of this Plan,

(A) a person controls a body corporate if securities of the body corporate to which are attached more than 50% of the votes that may be cast to elect directors of the body corporate are beneficially owned by the person and the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the body corporate;

(B) a person controls an unincorporated entity, other than a limited partnership, if more than 50% of the ownership interest, however designated, into which the entity is divided are beneficially owned by that person and the person is able to direct the business and affairs of the entity;

(C) the general partner of a limited partnership controls the limited partnership.

(ii) A person who controls an entity is deemed to control any entity that is controlled or deemed to be controlled, by the entity.

(iii) A person is deemed to control, within the meaning of Section 1(c)(i)(A) or 1(c)(i)(B), an entity if the aggregate of

(A) any securities of the entity that are beneficially owned by that person, and

(B) any securities of the entity that are beneficially owned by an entity controlled by that person

is such that, if that person and all of the entities referred to in Section 1(c)(iii)(B) that beneficially own securities of the entity were one person, that person would control the entity.

(d) Headings. The discussion of this Plan into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Plan. Unless something in the subject matter or context is inconsistent therewith, references in this Plan to Sections are to Sections of this Plan.

- (e) Extended Meanings. In this Plan words importing the singular number only include the plural and vice versa; words importing any gender include all genders; and words importing persons include individuals, corporations, limited and unlimited liability corporations, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and Governmental Authorities. The term “including” means “including without limiting the generality of the foregoing”.
- (f) Statutory References. In this Plan, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

2. **Administration.**

- (a) Administration. This Plan will be administered by the Board; provided, however, that the Board may at any time appoint a Committee, including the Compensation Committee of the Board, to perform some or all of the Board’s administrative functions hereunder; and provided further, that the authority of any Committee appointed pursuant to this Section 2 will be subject to such terms and conditions as the Board may prescribe from time to time and will be coextensive with, and not in lieu of, the authority of the Board hereunder.
- (b) Directors Entitled to Vote. Directors who are eligible for Awards or have received Awards may vote on any matters affecting the administration of this Plan or the grant of Awards, except that no such member will act upon the grant of an Award to himself or herself, but any such member may be counted in determining the existence of a quorum at any meeting of the Board during which action is taken with respect to the grant of Awards to himself or herself.
- (c) Authority of the Board. The Board will have the authority to grant Awards under this Plan. In particular, subject to the terms of this Plan, the Board will have the authority to:
 - (i) select the persons to whom Awards may from time to time be granted hereunder (consistent with the eligibility conditions set forth in Section 4);
 - (ii) determine the type of Award to be granted to any person hereunder;
 - (iii) determine the number of Shares, if any, to be covered by each Award; and
 - (iv) establish the terms and conditions of each Award Agreement, including any Restrictions applicable to any Restricted Shares granted under this Plan.
- (d) Idem. The Board will have the authority to adopt, alter and repeal such administrative rules, guidelines and practices governing this Plan as it, from time to time, deems advisable; to interpret the terms and provisions of this Plan and any Award issued under this Plan, and any Award Agreement; and to otherwise supervise the administration of this Plan. The Board may correct any defect, supply any omission or reconcile any inconsistency in this Plan or in any Award or Award Agreement in the manner and to the extent it deems necessary to carry out the intent of this Plan.
- (e) Decisions of the Board Final. All decisions made by the Board pursuant to the provisions of this Plan will be final and binding on all persons, including the Corporation and Participants. No Director will be liable for any good faith determination, act or omission in connection with this Plan or any Award.

3. **Shares Subject to the Plan.**

- (a) Shares Subject to the Plan.

- (i) The Shares to be subject to or related to Awards under this Plan will be authorized and unissued shares of the Corporation. The maximum number of Treasury Shares that may be subject to Options, SARs, DSUs, Restricted Shares or RSUs under this Plan is 10% of the issued Shares outstanding from time to time. The Corporation will reserve for the purposes of this Plan, out of its authorized and unissued Shares, such number of Shares. Notwithstanding the foregoing, no Participant may be granted, in any calendar year, Awards with respect to more than 5% of the issued and outstanding Shares.
 - (ii) In addition, (A) the maximum number of Shares that are issuable to Insiders pursuant to Awards under this Plan and any other share-based compensation arrangement adopted by the Corporation is 10% of the Shares outstanding from time to time; (B) the maximum number of Shares that may be issued to Insiders of the Corporation under this Plan and any other share-based compensation arrangement adopted by the Corporation within a one-year period is 10% of the Shares outstanding from time to time; and (C) the maximum number of Shares that may be issued to any one Insider of the Corporation (and such Insider's associates and Affiliates) under this Plan and any other share-based compensation arrangement adopted by the Corporation within a one-year period is 5% of the number of Shares outstanding. For purposes of clauses (A), (B) and (C) of this Section 3(a)(ii), any entitlement to acquire Shares granted pursuant to this Plan or any other share-based compensation arrangement adopted by the Corporation prior to the Participant becoming an Insider of the Corporation is to be excluded, and the number of Shares outstanding is to be determined at the time of the Award issuance in question.
- (b) Effect of the Expiration or Termination of Awards. If and to the extent that an Option or SAR expires, terminates or is cancelled or forfeited for any reason without having been exercised in full, the Shares associated with that Option or SAR will again become available for grant under this Plan. Similarly, if and to the extent an Award of DSUs or RSUs is cancelled or forfeited for any reason, the Shares subject to that Award will again become available for grant under this Plan. In addition, if and to the extent an Award is settled for cash, the Shares subject to that Award will again become available for grant under this Plan. Any Treasury Shares subject to a Restricted Share Award under this Plan which have been cancelled or forfeited in accordance with the terms of this Plan will again become available for grant under this Plan.
- (c) Other Adjustment. In the event of any recapitalization, reorganization, arrangement, amalgamation, subdivision or consolidation, stock dividend or other similar event or transaction, substitutions or adjustments will be made by the Board: (i) to the aggregate number, class and/or issuer of the securities reserved for issuance under this Plan; (ii) to the number, class and/or issuer of securities subject to outstanding Awards; and (iii) to the exercise price of outstanding Options or SARs, in each case in a manner that reflects equitably the effects of such event or transaction.
- (d) Change in Control. Notwithstanding anything to the contrary set forth in this Plan, upon or in anticipation of any Change in Control of the Corporation or any of its Affiliates, the Board may, in its sole and absolute discretion and without the need for the consent of any Participant, take one or more of the following actions contingent upon the occurrence of that Change in Control:
- (i) cause any or all outstanding Options or SARs to become vested and immediately exercisable, in whole or in part;
 - (ii) cause any or all outstanding DSUs or RSUs to become non-forfeitable, in whole or in part;
 - (iii) cause any outstanding Option to become fully vested and immediately exercisable for a reasonable period in advance of the Change in Control and, to the extent not exercised prior to that Change in Control, cancel that Option upon closing of the Change in Control;
 - (iv) cancel any Option or SAR in exchange for a substitute award;

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- (v) cancel any DSU or RSU in exchange for deferred share units or restricted share units with respect to the share capital of any successor person or its parent;
- (vi) redeem any DSU or RSU for cash and/or other substitute consideration with a value equal to the Fair Market Value of a Share on the date of the Change in Control;
- (vii) without limiting the generality of Section 3(d)(iv), cancel any SAR in exchange for cash and/or other substitute consideration with a value equal to: (A) the number of Shares subject to that SAR, multiplied by (B) the difference, if any, between the Fair Market Value per Share on the date of the Change in Control and the exercise price of that SAR; provided, that if the Fair Market Value per Share on the date of the Change in Control does not exceed the exercise price of any such SAR, the Board may cancel that SAR without any payment of consideration for such SAR; and /or
- (viii) determine that some or all of any remaining Restriction on any Restricted Shares will immediately expire, in which event the Corporation will instruct the Trustee or the Custodian, as applicable, to distribute all such Released Restricted Shares to the applicable Participants.

In the sole and absolute discretion of the Board, any cash or substitute consideration payable upon cancellation of an Award may be subjected to (i) vesting terms or other Restrictions substantially identical to those that applied to the cancelled Award immediately prior to the Change in Control; or (ii) earn-out, escrow, holdback or similar arrangements, to the extent such arrangements are applicable to any consideration paid to shareholders in connection with the Change in Control.

4. **Eligibility.** Employees of the Corporation or any of its Affiliates, officers of the Corporation or of any of its Affiliates, Directors and Consultants are eligible to be granted Awards under this Plan.

5. **Options.**

- (a) Any Option granted under this Plan will be in such form as the Board may at the time of such grant approve. The Award Agreement evidencing any Option will incorporate the following terms and conditions and will contain such additional terms and conditions, not inconsistent with the terms of this Plan, as the Board may impose in its sole and absolute discretion:
 - (i) Option Price. The exercise price per Share purchasable under an Option will be determined by the Board and will not be less than 100% of the Fair Market Value of a Share on the date of the grant or such other minimum price as is permitted by the stock exchange or market on which the Shares are then listed or quoted;
 - (ii) Option Term. The term of each Option will be fixed by the Board; provided, however, that no Option will be exercisable more than 10 years after the date the Option is granted;
 - (iii) Exercisability. Options will vest and be exercisable at such time or times and subject to such terms and conditions as determined by the Board; and
 - (iv) Method of Exercise. Subject to the exercisability and termination provisions set forth in this Plan and in the applicable Award Agreement, Options may be exercised in whole or in part at any time and from time to time during the term of the Option, by the delivery of written notice of exercise by the Participant to the Corporation specifying the number of Shares to be purchased. Such notice will be accompanied by payment in full of the purchase price, either by (A) cash or certified cheque or bank draft, (B) unless otherwise determined by the Board, through means of a “net settlement,” whereby no exercise price will be due and where the number of Shares issued upon such exercise will be equal to: (1) the product of (1) the number of Shares as to which the Option is then being exercised, and (2) the difference

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between (x) the then current Fair Market Value per Share and (y) the exercise price per share, divided by (II) the then current Fair Market Value per Share. A number of Shares equal to the difference between the number of Shares as to which the Option is then being exercised and the number of Shares actually issued to the grantee upon such net settlement will be deemed to have been received by the Corporation in satisfaction of the exercise price, or (C) by such other method as the Board may approve or accept. No Shares will be issued upon exercise of an Option until full payment therefor has been made. A Participant will not have the right to distributions or dividends or any other rights of a shareholder with respect to Shares subject to the Option until the Participant has given written notice of exercise, has paid in full for such Shares, and fulfills such other conditions as may be set forth in the applicable Award Agreement;

- (v) Termination of Service. Unless otherwise specified in the Award Agreement, Options will be subject to the terms of Section 7 with respect to exercise upon or following termination of employment or other service with the Corporation or any of its Affiliates; and
- (vi) Non-Transferability. Except as may otherwise be specifically determined by the Board with respect to a particular Option, (A) no Option may be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner, either voluntarily or involuntarily by operation of law, other than by will or by the laws of descent and distribution, and (B) all Options will be exercisable only by the Participant or, in the event of his or her disability, by his or her personal representative.

6. **Stock Appreciation Rights.**

- (a) Nature of Award. Upon the exercise of a SAR, its holder will be entitled to receive an amount equal to the excess (if any) of: (i) the Fair Market Value of the Shares as to which the SAR is then being exercised, over (ii) the Fair Market Value of those Shares as of the date the SAR was granted (subject to adjustment in accordance with Section 3(c)). Such amount may be paid in either cash and/or Shares, as determined by the Board in its sole and absolute discretion.
- (b) Terms and Conditions. Any SAR granted under this Plan will be in such form as the Board may at the time of such grant approve. The Award Agreement evidencing any SAR will incorporate the following terms and conditions and will contain such additional terms and conditions, not inconsistent with the terms of this Plan, as the Board may impose in its sole and absolute discretion:
 - (i) Term of SAR. Unless otherwise specified in the Award Agreement, the term of a SAR will be ten years;
 - (ii) Exercisability. SARs will vest and become exercisable at such time or times and subject to such terms and conditions as will be determined by the Board;
 - (iii) Method of Exercise. Subject to the exercisability and termination provisions set forth herein and in the applicable Award Agreement, SARs may be exercised in whole or in part from time to time during their term by delivery of written notice to the Corporation specifying the portion of the SAR to be exercised;
 - (iv) Termination of Service. Unless otherwise specified in the Award Agreement, SARs will be subject to the terms of Section 7 with respect to exercise upon termination of employment or other service, with the Corporation or any of its Affiliates; and
 - (v) Non-Transferability. Except as may otherwise be specifically determined by the Board with respect to a particular SAR: (A) SARs may not be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner, either voluntarily or involuntarily by operation of law, other than by will or by the laws of descent and distribution, and (B) during

the Participant's lifetime, SARs will be exercisable only by the Participant or, in the event of the Participant's disability, by his or her personal representative.

7. **Termination of Service (Options and SARs).**

- (a) General. Unless otherwise specified by the Board with respect to a particular Option or SAR, (i) any portion of an Option or SAR that is not exercisable at the time termination of a Participant's service with the Corporation or any of its Affiliates will expire immediately and automatically upon such termination, and (ii) any portion of an Option or SAR that is exercisable at the time of such termination of service will expire on the date it ceases to be exercisable in accordance with this Section 7; provided that the provisions of this Section 7 will not apply in respect of such termination if such Participant will continue to serve the Corporation or one or more of its other Affiliates following such termination.
- (b) Termination by Reason of Death. If a Participant's service with the Corporation or any of its Affiliates terminates by reason of the death of the Participant, any Option or SAR held by such Participant may thereafter be exercised, to the extent it was exercisable at the time of his or her death, by the legal representative of the Participant under the will of the Participant, for a period ending 12 months following the earlier of (i) the date of such Participant's death, and (ii) on the last day of the stated term of such Option or SAR.
- (c) Cause. If a Participant's service with the Corporation or any of its Affiliates is terminated for Cause, (i) any Option or SAR held by the Participant will immediately and automatically expire as of the date of such termination, and (ii) any Shares for which the Corporation has not yet delivered share certificates or the Participant has not received a customary confirmation through the facilities of The Canadian Deposition for Securities Limited (or its successor) in respect thereof, as applicable, will be immediately and automatically forfeited and the Corporation will, in the case of an Option, refund to the Participant the Option exercise price paid for such Shares, if any.
- (d) Other Termination. If a Participant's service with the Corporation or any of its Affiliates terminates for any reason other than death or Cause, any Option or SAR held by such Participant may thereafter be exercised by the Participant, to the extent it was exercisable at the time of such termination, for a period ending 90 days following the earlier of (i) the date of such termination, and (ii) the last day of the stated term of such Option or SAR; provided that the provisions of this Section 7(c) will not apply in respect of such termination if such Participant will continue to serve the Corporation or one or more of its other Affiliates following such termination.

8. **DSUs.** DSUs may, from time to time, be granted to Participants under this Plan, subject to such vesting and other terms and conditions, not inconsistent with the terms of this Plan, as the Board may impose in its sole and absolute discretion. Each DSU will provide the right to receive, on a deferred payment basis, a Share or the cash equivalent of a Share in an amount equal to the Fair Market Value (at the applicable payment date). Such amount will not be paid out until such time as the Participant's service with the Corporation and each of its Affiliates terminates. A DSU award may be settled in Shares, cash, or in any combination of Shares and cash. The determination to settle a DSU in whole or in part in cash may be made by the Board, in its sole and absolute discretion. Unless otherwise determined by the Board, DSUs may not be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner, either voluntarily or involuntarily by operation of law, other than by will or by the laws of descent or distribution. All other terms governing DSUs will be set forth in the applicable Award Agreement.

9. **RSUs.** RSUs, from time to time, may be granted to Participants under this Plan, subject to such terms and conditions, not inconsistent with the terms of this Plan, as the Board may impose in its sole and absolute discretion. Each RSU will represent the right to receive from the Corporation, after fulfillment of any applicable conditions, a distribution from the Corporation in an amount equal to the Fair Market Value (at the time of the distribution) of one Share. Distributions may be made in Shares, cash, or in any combination of Shares and cash. Unless otherwise determined by the Board, RSUs may not be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner, either voluntarily or involuntarily by operation of law, other

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than by will or by the laws of descent or distribution. All other terms governing RSUs, will be set forth in the applicable Award Agreement.

10. **Restricted Shares**

- (a) Grant of Restricted Shares. The Board may, from time to time, grant to Participants under this Plan any number of Shares (“**Restricted Shares**”) as a discretionary payment in consideration of services provided to the Corporation, subject to such Restrictions and other terms and conditions not inconsistent with the terms of this Plan, as the Board may impose in its sole and absolute discretion. Restricted Shares granted under this Plan may be Treasury Shares, Non-Treasury Shares or any combination of Treasury Shares and Non-Treasury Shares. Prior to the grant of any Restricted Shares, the Corporation will have established Trust A or Trust B, as applicable, and, in the case of Non-Treasury Shares, entered into a Custodian Agreement.
- (b) Treasury Shares or Non-Treasury Shares. Upon each Award of Restricted Shares under this Plan, the Corporation will:
 - (i) in the case of an Award of Treasury Shares, issue and deliver to the Trustee under Trust A the number of Treasury Shares equal in number to the Released Restricted Shares to be distributed upon the expiry of any Restrictions applicable to such Restricted Shares granted;
 - (ii) in the case of an Award of Non-Treasury Shares, provide to the Trustee under Trust B funds sufficient to purchase a number of Shares equal to the Released Restricted Shares to be distributed upon the expiry of any Restrictions applicable to the Restricted Shares and direct such Trustee to deposit the Restricted Shares with the Custodian as nominee for the Participant to whom such Restricted Shares were granted for holding on behalf of such Participant in accordance with the terms of the Custodian Agreement; or
 - (iii) a combination of clauses (i) and (ii) of this Section 10(b)
- (c) Distribution of Released Restricted Shares.
 - (i) In the case of Treasury Shares, after fulfillment or completion of the Restrictions applicable to particular Restricted Shares and without the payment of additional consideration on the part of the Participant granted such Restricted Shares, the Corporation will instruct the Trustee to distribute to such Participant, following receipt of a written request from the Participant, one Share for each Restricted Share held by the Participant for which the Restrictions have been fulfilled or completed.
 - (ii) In the case of Non-Treasury Shares, after fulfillment or completion of the Restrictions applicable to particular Restricted Shares delivered to the Custodian on behalf of the Participant and without the payment of additional consideration on the part of the Participant granted such Restricted Shares, the Corporation will instruct the Custodian to transfer or dispose of such Shares as directed in writing by the Participant.
- (d) Termination of Service (Other than by Reason of Death or Disability).

If a Participant’s service with the Corporation or any of its Affiliates terminates for any reason other than the death or total disability of the Participant during the period that Restrictions on Restricted Shares granted to such Participant remain unfulfilled or uncompleted:

- (i) if the Participant’s Restricted Shares are Treasury Shares, those Restricted Shares in respect of which Restrictions remain unfulfilled or uncompleted will be forfeited to the Corporation and the Participant will have no rights whatsoever in respect of those Restricted shares, and the grant thereof will terminate and be of no further force or effect; and

- (ii) if the Participant's Restricted Shares are Non-Treasury Shares held by the Custodian on behalf of the Participant, those Restricted Shares in respect of which Restrictions remain unfulfilled or uncompleted will be transferred by the Participant to or at the direction of the Corporation for no consideration and the Participant will execute and deliver all such instruments and documents as the Corporation may request to effect such transfer.
- (e) Termination of Service by Reason of Death or Disability. In the event of the death or total disability of a Participant, the Corporation will deliver instructions to the Trustee or Custodian, as applicable, to immediately distribute any Restricted Shares held by the Participant in accordance with and subject to the Restrictions established at the time of grant or such reduced Restrictions, including the elimination of any such Restrictions in their entirety, as the Board may specify to apply in such circumstances.
- (f) Forfeiture of Restricted Shares with Unfulfilled or Uncompleted Restrictions. In the event that the Restrictions on a Participant's Restricted Shares remain unfulfilled or uncompleted at the date designated in the applicable Award Agreement as the cut-off date by which such Restrictions must be fulfilled or completed:
 - (i) if the Participant's Restricted Shares are Treasury Shares, those Restricted Shares for which Restrictions remain unfulfilled or uncompleted will be forfeited to the Corporation and the Participant will have no rights whatsoever in respect of those Restricted Shares, and the grant thereof will terminate and be of no further force or effect; and
 - (ii) if the Participant's Restricted Shares are Non-Treasury Shares held by the Custodian on behalf of the Participant, those Restricted Shares for which Restrictions remain unfulfilled or uncompleted will be transferred by the Participant to or at the discretion of the Corporation for no consideration and the Participant will execute and deliver all such instruments and documents as the Corporation may request to effect such transfer.
- (g) Corporation's Use of Forfeited or Transferred Restricted Shares. If Restricted Shares are forfeited or transferred to the Corporation under Section 10(d) or (f), the Restricted Shares will be deemed to have been donated to the Corporation and the Corporation may either:
 - (i) return such Restricted Shares to treasury for cancellation; or
 - (ii) deposit such Restricted Shares with the Trustee under Trust A for other Awards to be made under subsection 10(a).
- (h) Payment of Dividends. Unless otherwise determined by the Board, Participants will be entitled to receive dividends declared and paid on Restricted Shares in respect of which Restrictions remain unfulfilled or uncompleted; provided that, unless the Board otherwise determines, all dividends declared and paid in respect of Restricted Shares subject to such determination will be held by the Trustee, the Custodian or the Participant, as applicable, for the benefit of the Corporation.
- (i) Voting. Neither the Trustee, the Custodian nor any Participant will be entitled to exercise voting rights attached to any Restricted Shares during the period when Restrictions with respect to voting remain applicable to such Restricted Shares; provided that, the Board may determine that Participants are entitled to exercise voting rights attached to such Restricted Shares in respect of all or any matters or business arising at a particular meeting of shareholders.
- (j) Non-Transferability. Except as may otherwise be specifically determined by the Board with respect to particular Restricted Shares, no Restricted Share may be sold, pledged, assigned, hypothecated, gifted, transferred or disposed of in any manner, either voluntarily or involuntarily by operation of law, other than by will or by the laws of descent and distribution.

11. **Amendment and Termination.**

- (a) Amendments Requiring Shareholders Approval. The Board may amend, alter or discontinue this Plan or amend the terms of any Award or Award Agreement at any time, provided that shareholder approval will be required for amendments to: (i) reduce the exercise price or purchase price of any security based compensation arrangement under this Plan benefiting an Insider of the Corporation; (ii) extend the term, under a security based compensation arrangement benefiting an Insider of the Corporation; (iii) remove or exceed the limits in this Plan on participation by Insiders of the Corporation; (iv) increase the maximum number of securities issuable, either as a fixed number or a fixed percentage of the Corporation's outstanding capital represented by such securities; or (v) amend an amending provision within this Plan.
- (b) Amendments Not Requiring Shareholder Approval. Notwithstanding Section 10(a) but subject to the requirements of any stock exchange upon which the Shares are then listed and applicable law, no shareholder approval will be required for (i) amendments to this Plan of a "housekeeping nature"; (ii) changes to the vesting provisions or other Restrictions applicable to any Award, Award Agreement or this Plan; (iii) changes to the provisions of this Plan relating to the expiration of Awards prior to their respective expiration dates upon the occurrence of certain specified events determined by the Board; (iv) changes in the exercise price of an Option granted to a Participant who is not an Insider of the Corporation; (v) the cancellation of an Award; or (vi) any other amendment to an Award, Award Agreement or this Plan which is approved by any applicable stock exchange on a basis which does not require shareholder approval to be obtained.

12. **General Provisions.**

- (a) Compliance with Applicable Law. Shares will not be issued hereunder unless, in the judgment of counsel for the Corporation, the issuance complies with the requirements of any stock exchange or quotation system on which the Shares are then listed or quoted, the Securities Act and all other applicable laws.
- (b) Legends. All certificates for Shares or other securities delivered under this Plan will be subject to such share-transfer orders and other restrictions as the Board may deem advisable under the rules, regulations, and other requirements of any stock exchange upon which the Shares are then listed, the Securities Act and any applicable laws, and the Board may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.
- (c) No Employment Rights or Representation or Warranty. Neither the adoption of this Plan nor the execution of any document in connection with this Plan will (i) confer upon any employee of the Corporation or any of its Affiliates any right to continued employment or engagement with the Corporation or any such Affiliate, or (ii) interfere in any way with the right of the Corporation or any such Affiliate to terminate the employment of any of its employees at any time. The Corporation makes no representation or warranty as to the future market value of any Share distributed pursuant to this Plan.
- (d) Taxes. With respect to any Award, the Participant will pay to the Corporation, or make arrangements satisfactory to the Board regarding the payment of, taxes of any kind required by applicable law to be withheld with respect to any amount includible in the gross income of the Participant as required by applicable law. The obligations of the Corporation under this Plan will be conditioned on such payment or arrangements and the Corporation will have the right to deduct any such taxes from any payment of any kind otherwise due to the Participant. The Corporation may direct the Trustee or the Custodian without any further action by, consent from or notice to the Participant, to transfer Released Restricted Shares to the Corporation in such amount as may be required to satisfy any such withholding obligation, and the Corporation may sell such Shares in the open market and use the proceeds from such sale to satisfy such withholding obligation and any withholding obligation arising from such sale, with any surplus proceeds paid to the Participant.

- (e) **Right of Set-off.** If a payment or release of Shares is to be made to a Participant on account of the Participant's Award, including any payment in respect of dividends declared and paid on the Shares, the Corporation may direct the Trustee or Custodian, without any further action by or consent from the Participant, to pay all or any portion of such payment to or at the direction of the Corporation in satisfaction of outstanding indebtedness owing by the Participant to the Corporation or indebtedness which the Corporation has guaranteed or indemnified on the Participant's behalf.
13. **Effective Date of Plan.** Subject to any required regulatory approval, this Plan will become effective on the effective date of the plan of arrangement contemplated by the management proxy circular of The Data Group Income Fund dated April 14, 2011.
14. **Term of Plan.** This Plan will continue in effect until terminated in accordance with Section 11.
15. **Invalid Provisions.** In the event that any provision of this Plan is found to be invalid or otherwise unenforceable under any applicable law, such invalidity or unenforceability will not be construed as rendering any other provisions contained herein as invalid or unenforceable, and all such other provisions will be given full force and effect to the same extent as though the invalid or unenforceable provision was not contained herein.
16. **Governing Law.** This Plan and all Awards granted hereunder will be governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
17. **Notices.** Any notice to be given to the Corporation pursuant to the provisions of this Plan must be given by registered mail, postage prepaid, and, addressed, if to the Corporation to its principal executive office to the attention of its Chief Financial Officer (or such other person as the Corporation may designate in writing from time to time), and, if to a Participant, to his or her address contained in the Corporation's personnel records, or at such other address as such Participant may from time to time designate in writing to the Corporation. Any such notice will be deemed given or delivered three Business Days after the date of mailing.

APPENDIX “D”

SHAREHOLDER RIGHTS PLAN RESOLUTION

Capitalized terms used, but not otherwise defined, herein have the meanings given to them in the management information circular of Data Group Ltd. (the “**Corporation**”) dated May 20, 2014 (the “**Circular**”).

“BE IT RESOLVED AS AN ORDINARY RESOLUTION OF THE SHAREHOLDERS THAT:

1. The Shareholder Rights Plan, substantially as set forth in Exhibit “A” to Appendix “D” to the Circular, is hereby approved and reconfirmed.
2. The form of the Shareholder Rights Plan may be amended in order to satisfy the requirements or requests of any regulatory authority without requiring further approval of the shareholders.
3. Any one director or officer of the Corporation is hereby authorized, for an on behalf of the Corporation, to execute and deliver all such further agreements, documents and instruments and to do all such other acts and things as such director or officer may determine to be necessary or advisable for the purpose of giving full force and effect to the provisions of this resolution, the execution and delivery by such director or officer of any such agreement, document or instrument or the doing of any such act or thing being conclusive evidence of such determination.”

EXHIBIT “A” TO APPENDIX “D”

SHAREHOLDER RIGHTS PLAN AGREEMENT

Between

Data Group Ltd.

- and -

Computershare Investor Services Inc.

Dated as of January 1, 2012

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SHAREHOLDER RIGHTS PLAN AGREEMENT

SHAREHOLDER RIGHTS PLAN AGREEMENT, dated as of the 1st day of January, 2012 between Data Group Ltd. (the “**Corporation**”), a corporation existing pursuant to the *Business Corporations Act* (Ontario) (the “**OBCA**”) and Computershare Investor Services Inc., a company existing under the laws of Canada (the “**Rights Agent**”, which term will include any successor Rights Agent hereunder);

WHEREAS the board of directors of the Corporation (the “**Board of Directors**”) has determined it is in the best interests of the Corporation to adopt a shareholder rights plan (the “**Rights Plan**”), to ensure, to the extent possible, that all shareholders of the Corporation are treated fairly in connection with any take-over bid of the Corporation;

AND WHEREAS in order to implement the Rights Plan, the Board of Directors has:

- (a) authorized effective as at the Effective Time (as hereinafter defined) the issuance of one Right (as hereinafter defined) in respect of each Common Share (as hereinafter defined) outstanding at the Effective Time, and
- (b) authorized the issuance of one Right in respect of each Common Share issued after the Effective Time and prior to the earlier of the Separation Time (as hereinafter defined) and the Expiration Time (as hereinafter defined);

AND WHEREAS each Right entitles the holder thereof, after the Separation Time, to purchase securities of the Corporation pursuant to the terms and subject to the conditions set forth herein;

AND WHEREAS the Corporation desires to appoint the Rights Agent to act on behalf of the Corporation and the holders of Rights, and the Rights Agent is willing to so act, in connection with the issuance, transfer, exchange and replacement of Rights Certificates (as hereinafter defined), the exercise of Rights and other matters referred to herein;

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements set forth herein, the parties hereby agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Certain Definitions

For purposes of this Agreement, the following terms have the meanings indicated:

- (a) “**Acquiring Person**” means any Person who is the Beneficial Owner of 20% or more of the outstanding Voting Shares; provided, however, that the term “**Acquiring Person**” will not include:
 - (i) the Corporation or any Subsidiary of the Corporation;
 - (ii) any Person who becomes the Beneficial Owner of 20% or more of the outstanding Voting Shares as a result of one or any combination of:
 - (A) a Voting Share Reduction,
 - (B) a Pro Rata Acquisition,
 - (C) a Permitted Bid Acquisition,
 - (D) an Exempt Acquisition, or

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(E) a Convertible Security Acquisition;

provided further, however, that if a Person becomes the Beneficial Owner of 20% or more of the Voting Shares then outstanding by reason of any one or a combination of a Voting Share Reduction, a Pro Rata Acquisition, a Permitted Bid Acquisition, an Exempt Acquisition or a Convertible Security Acquisition and thereafter becomes the Beneficial Owner of any additional Voting Shares (other than pursuant to any one or any combination of a Voting Share Reduction, a Pro Rata Acquisition, a Permitted Bid Acquisition, an Exempt Acquisition or a Convertible Security Acquisition), then as of the date that such Person becomes the Beneficial Owner of such additional Voting Shares, such Person will become an Acquiring Person;

- (iii) for a period of 10 days after the Disqualification Date, any Person who becomes the Beneficial Owner of 20% or more of the outstanding Voting Shares as a result of such Person becoming disqualified from relying on Section 1.1(e)(v) of the definition of Beneficial Owner solely because such Person makes or announces a current intention to make a Take-over Bid, either alone or by acting jointly or in concert with any other Person. For the purposes of this definition, “**Disqualification Date**” means the first date of public announcement that any Person is making or has announced an intention to make a Take-over Bid; or
 - (iv) an underwriter or member of a banking or selling group that becomes the Beneficial Owner of 20% or more of the Voting Shares in connection with a distribution of securities.
- (b) “**Affiliate**” when used to indicate a relationship with a Person, means a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person;
- (c) “**Agreement**” means this shareholder rights plan agreement dated as of January 1st, 2012 between the Corporation and the Rights Agent, as amended or supplemented from time to time; “hereof”, “herein”, “hereto” and similar expressions mean and refer to this Agreement as a whole and not to any particular part of this Agreement;
- (d) “**Associate**” when used to indicate a relationship with a specified Person, means any relative of such specified Person who has the same home as such specified Person, or any person to whom such specified Person is married, or any person with whom such specified Person is living in a conjugal relationship outside marriage, or any relative of such spouse or other person who has the same home as such specified Person;
- (e) A Person will be deemed the “**Beneficial Owner**” of, and to have “**Beneficial Ownership**” of, and to “**Beneficially Own**”;
- (i) any securities of which such Person or any of such Person’s Affiliates or Associates is the owner at law or in equity including for greater certainty, pursuant to section 90 of the Securities Act (without reference to subsection 90(4) of the Securities Act);
 - (ii) any securities which such Person or any of such Person’s Affiliates or Associates has the right to acquire (where such right is exercisable within a period of 60 days, whether or not on condition or the happening of any contingency or the making of any payment) upon the exercise, conversion or exchange of any Convertible Securities or pursuant to any agreement, arrangement, pledge or understanding whether or not in writing (other than (x) the customary agreements with and between underwriters and banking or selling group members with respect to a distribution of securities and (y) pledges of securities in the ordinary course of the pledgee’s business); or

- (iii) any securities which are Beneficially Owned within the meaning of Sections 1.1(e)(i) and (ii) by any other Person with whom such Person is acting jointly or in concert,

provided, however, that a Person will not be deemed the “Beneficial Owner” or to have “Beneficial Ownership” of, or to “Beneficially Own”, any security:

- (iv) because such security has been deposited or tendered pursuant to a Take-over Bid made by such Person or any of such Person’s Affiliates or Associates or any other person acting jointly or in concert with such Person until such deposited or tendered security being taken up or paid for, whichever occurs first;
 - (v) if (1) the ordinary business of such Person (the “**Investment Manager**”) includes the management of mutual funds or investment funds for others and the Investment Manager holds such security in the ordinary course of managing such funds for the account of any other Person, including non-discretionary accounts held on behalf of a client by a broker or dealer registered under applicable law, or (2) such Person (the “**Investment Trust**”) is licensed to carry on the business of a trust under applicable laws and, as such, acts as trustee or administrator or in a similar capacity in relation to the estates of deceased or incompetent Persons or in relation to other accounts and is acting in the ordinary course of such duties for the estate of such deceased or incompetent Person or for such other accounts, or (3) such Person (the “**Plan Trustee**”) is the administrator or trustee of one or more pension funds or plans (each, a “**Plan**”) registered under applicable laws or is a Plan and holds such security for the purposes of its activity as such, or (4) such Person is established by statute for purposes that include, and the ordinary business or activity of such Person (the “**Statutory Body**”) includes, the management of investment funds for employee benefit plans, pension plans, insurance plans (other than plans administered by insurance companies) or various public bodies, or (5) such Person is a Crown agent or agency; provided, in any of the above cases, that the Investment Manager, the Investment Trust, the Plan Trustee, the Plan, the Statutory Body or the Crown agent or agency, as the case may be, is not making and has not announced a current intention to make a Take-over Bid, other than an Offer to Acquire Voting Shares or other securities pursuant to a distribution by the Corporation or by means of ordinary market transactions (including prearranged trades entered into in the ordinary course of business of such Person) executed through the facilities of a stock exchange or organized over-the-counter market, alone or acting jointly or in concert with any other Person;
 - (vi) because such Person is a client of the same Investment Manager as another Person on whose account the Investment Manager holds such security or where such Person is an account of the same Investment Trust as another Person on whose account the Investment Trust holds such security, or because such Person is a pension fund or plan and has a Plan Trustee who is also a Plan Trustee for another pension fund or plan on whose account the Plan Trustee holds such security;
 - (vii) because such Person is (1) a client of an Investment Manager and such security is owned at law or in equity by the Investment Manager, or (2) an account of an Investment Trust and such security is owned at law or in equity by the Investment Trust, or (3) a pension fund or plan and such security is owned at law or in equity by the Plan Trustee; or
 - (viii) because such Person is the registered holder of securities as a result of carrying on the business of or acting as a nominee of a securities depository agency.
- (f) “**Business Day**” means any day other than a Saturday, Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obligated by law to close or a day that is treated as a holiday at the Corporation’s principal executive office in Toronto, Ontario;

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- (g) “**close of business**” on any given date means the time on such date (or, if such date is not a Business Day, the time on the next succeeding Business Day) at which the office of the transfer agent for the Common Shares in Toronto, Ontario (after the Separation Time, the office in Toronto, Ontario of the Rights Agent) is closed to the public;
- (h) “**Common Shares**” means the common shares of the Corporation outstanding at the relevant time but does not include any Convertible Securities that have not been converted or exercised or exchanged for Common Shares at the relevant time;
- (i) “**Competing Permitted Bid**” means a Take-over Bid that:
 - (i) is made after a Permitted Bid or another Competing Permitted Bid has been made and prior to the expiry of that Permitted Bid or Competing Permitted Bid (in this definition, the “**Prior Bid**”);
 - (ii) satisfies all the provisions of the definition of a Permitted Bid, other than the requirement set out in Clause (ii)(A) of the definition of Permitted Bid; and
 - (iii) contains, and the take-up and payment for securities tendered or deposited thereunder are subject to, irrevocable and unqualified conditions that:
 - (A) no Voting Shares shall be taken up or paid for pursuant to such Take-over Bid (x) prior to the close of business on a date that is not earlier than the later of the last day on which the Take-over Bid must be open for acceptance after the date of such Take-over Bid under applicable Canadian provincial securities legislation and the earliest date on which Voting Shares may be taken up or paid for under any Prior Bid in existence at the date of such Take-over Bid, and (y) then only if, at the time that such Voting Shares are first taken up or paid for, more than 50% of the then outstanding Voting Shares held by Independent Shareholders have been deposited or tendered pursuant to such Take-over Bid and not withdrawn; and
 - (B) in the event that the requirement set forth in subclause (iii)(A)(y) of this definition is satisfied, the Offeror will make a public announcement of that fact and the Take-over Bid will remain open for deposits and tenders of Voting Shares for not less than 10 days from the date of such public announcement,

provided always that a Competing Permitted Bid will cease to be a Competing Permitted Bid at any time when such bid ceases to meet any of the provisions of this definition and provided that, at such time, any acquisition of Voting Shares made pursuant to such Competing Permitted Bid, including any acquisitions of Voting Shares theretofore made, will cease to be a Permitted Bid Acquisition.

- (j) “**controlled**”: a Person is “**controlled**” by another Person or two or more Persons acting jointly or in concert if:
 - (i) securities entitled to vote in the election of directors, trustees or others occupying a corresponding office carrying more than 50% of the votes for the election of directors, trustees or others occupying a corresponding office are held, directly or indirectly, by or for the benefit of the other Person or Persons; and
 - (ii) the votes carried by such securities are entitled, if exercised, to elect a majority of the board of directors, trustees or others occupying a corresponding office of such Person,

and “controls”, “controlling” and “under common control with” will be interpreted accordingly;

- (k) “**Convertible Securities**” means at any time any right to acquire Voting Shares or any securities from time to time (other than the Rights) carrying any exercise, conversion or exchange right pursuant to which the holder thereof may acquire Voting Shares or other securities carrying any exercise, conversion or exchange right pursuant to which the holder thereof may ultimately acquire Voting Shares (in each case, provided such right is then exercisable or exercisable within a period of 60 days from that time and whether or not on condition or the happening of any contingency) including, at the relevant time of determination, any outstanding options for the purchase of Voting Shares issued under the Corporation’s option agreements or plan(s) which are then exercisable or exercisable within a period of 60 days from that time.
- (l) “**Convertible Security Acquisition**” means the acquisition of Voting Shares upon the exercise of Convertible Securities acquired by a Person pursuant to a Permitted Bid Acquisition, an Exempt Acquisition or a Pro Rata Acquisition.
- (m) “**Co-Rights Agents**” have the meaning ascribed thereto in Section 4.1(a) hereof;
- (n) “**Dividend Reinvestment Plan**” means a dividend reinvestment or other plan of the Corporation made available by the Corporation to holders of its securities where such plan permits the holder to direct that some or all of:
- (i) dividends paid in respect of any Voting Shares;
 - (ii) proceeds of redemption of Voting Shares;
 - (iii) interest paid on evidences of indebtedness of the Corporation; or
 - (iv) optional cash payments,
- be applied to the purchase from the Corporation of Voting Shares;
- (o) “**Effective Date**” means January 1st, 2012;
- (p) “**Effective Time**” means 12:01 a.m. on the Effective Date;
- (q) “**Election to Exercise**” has the meaning ascribed thereto in Section 2.2(f) hereof;
- (r) “**Exempt Acquisitions**” means an acquisition of Voting Shares or Convertible Securities (i) in respect of which the Board of Directors has waived the application of Section 3.1 hereof pursuant to the provisions of Section 5.2 hereof, or (ii) pursuant to a distribution of Voting Shares or Convertible Securities (and the conversion or exchange of such Convertible Securities) made by the Corporation pursuant to a prospectus or private placement provided that the Person does not acquire a greater percentage of the securities offered in the distribution than the percentage of Voting Shares Beneficially Owned by that Person immediately prior to the distribution, or (iii) pursuant to an amalgamation, merger or other statutory procedure requiring shareholder approval;
- (s) “**Exercise Price**” means, as of any date, the price at which a holder may purchase the securities issuable upon exercise of one whole Right which, subject to adjustment thereof in accordance with the terms hereof, will be \$100;
- (t) “**Expansion Factor**” has the meaning ascribed thereto in Section 2.3(c) hereof;
- (u) “**Expiration Time**” means the close of business on that date which is the earlier of the date of termination of this Agreement pursuant to Section 5.17(b) hereof or, if this Agreement is

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reconfirmed pursuant to Section 5.17(b) hereof, the close of business on the ninth anniversary following the Effective Date;

- (v) **“Flip-In Event”** means a transaction in or pursuant to which any Person becomes an Acquiring Person;
- (w) **“holder”** has the meaning ascribed thereto in Section 2.8 hereof;
- (x) **“Independent Shareholders”** means holders of outstanding Voting Shares, other than Voting Shares Beneficially Owned by (i) any Acquiring Person; (ii) any Offeror other than a Person who at the relevant time is deemed not to Beneficially Own such Voting Shares by reason of Section 1.1(e)(v) hereof; (iii) any Person acting jointly or in concert with such Acquiring Person or Offeror referred to in clause (ii) of this definition; (iv) any Associate or Affiliate of such Acquiring Person or Offeror referred to in clause (ii) of this definition; and (v) any employee benefit plan, deferred profit sharing plan and any similar plan or trust for the benefit of employees of the Corporation or its Subsidiaries unless the beneficiaries of the plan or trust direct the manner in which the Voting Shares are to be voted or withheld from voting or direct whether the Voting Shares are to be tendered to a Take-over Bid;
- (y) **“Market Price”** of any securities on any date of determination means the average daily closing prices per security of such securities (determined as described below) on each of the 20 consecutive Trading Days through and including the Trading Day immediately preceding such date; provided, however, that if an event of a type analogous to any of the events described in Section 2.3 hereof will have caused the closing prices used to determine the Market Price on any Trading Days not to be fully comparable with the closing price on such date of determination or, if the date of determination is not a Trading Day, on the immediately preceding Trading Day, each such closing price so used will be appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.3 hereof in order to make it fully comparable with the closing price on such date of determination or, if the date of determination is not a Trading Day, on the immediately preceding Trading Day. The closing price of any securities on any date will be:
 - (i) the closing board lot sale price or, if such price is not available, the average of the closing bid and asked prices, for such security as reported by the principal Canadian stock exchange on which such securities are listed or admitted to trading; or
 - (ii) if for any reason none of such prices is available on such day or the securities are not listed or admitted to trading on a Canadian stock exchange, the last sale price or, if such price is not available, the average of the closing bid and asked prices, for such security as reported by such other securities exchange on which such securities are listed or admitted to trading, or
 - (iii) if for any reason none of such prices is available on such day or the securities are not listed or admitted to trading on a Canadian stock exchange or other securities exchange, the last sale price, or if no sale takes place on such day, the average of the high bid and low asked prices for each such security in the over-the-counter market, as quoted by any reporting system then in use, or
 - (iv) if on any such date none of such prices is available or the securities are not listed or admitted to trading on a Canadian stock exchange or any other securities exchange or not quoted by any such reporting system, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the securities;

provided, however, that if on any such date none of such prices is available, the closing price of such securities on such date means the fair value per security of such securities on such date as determined in good faith by a nationally or internationally recognized investment dealer or investment banker

with respect to the fair value of such securities. The Market Price will be expressed in Canadian dollars;

- (z) “**Nominee**” has the meaning ascribed thereto in Section 2.2(d) hereof;
- (aa) “Offer to Acquire” includes:
 - (i) an offer to purchase, a public announcement of an intention to make an offer to purchase, or a solicitation of an offer to sell, Voting Shares or Convertible Securities, and
 - (ii) an acceptance of an offer to sell Voting Shares or Convertible Securities, whether or not such offer to sell has been solicited,or any combination thereof, and the Person accepting an offer to sell will be deemed to be making an Offer to Acquire to the Person that made the offer to sell;
- (bb) “**Offeror**” means a Person who has announced a current intention to make or who is making a Take-over Bid, other than a person who has completed a Permitted Bid, a Competing Permitted Bid or an Exempt Acquisition;
- (cc) “**Offeror’s Securities**” means Voting Shares Beneficially Owned by an Offeror on the date of the Offer to Acquire;
- (dd) “**Permitted Bid**” means a Take-over Bid which is made by an Offeror by means of a take-over bid circular and which also complies with the following additional provisions:
 - (i) the Take-over Bid is made to all holders of Voting Shares, other than the Offeror, for all Voting Shares held by them; and
 - (ii) the Take-over Bid shall contain, and the take-up and payment for securities tendered or deposited thereunder shall be subject to, irrevocable and unqualified conditions that:
 - (A) no Voting Shares shall be taken up or paid for pursuant to the Take-over Bid (x) prior to the close of business on a date which is not earlier than 60 days following the date the take-over bid circular is sent to the holders of Voting Shares and (y) then only if, at the close of business on the date Voting Shares are first taken up or paid for under the Take-over Bid, more than 50% of the then outstanding Voting Shares held by Independent Shareholders have been deposited or tendered pursuant to the Take-over Bid and not withdrawn;
 - (B) Voting Shares may be deposited pursuant to such Take-over Bid, unless such Take-over Bid is withdrawn, at any time prior to the close of business on the date Voting Shares are first taken up or paid for under the Take-over Bid;
 - (C) any Voting Shares deposited pursuant to the Take-over Bid may be withdrawn until taken up and paid for; and
 - (D) in the event that the requirement set forth in subclause (ii)(A)(y) of this definition is satisfied, the Offeror will make a public announcement of that fact and the Take-over Bid will remain open for deposits and tender of Voting Shares for not less than 10 days from the date of such public announcement;

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provided always that a Permitted Bid will cease to be a Permitted Bid at any time when such bid ceases to meet any of the provisions of this definition and provided that, at such time, any acquisition of Voting Shares made pursuant to such Permitted Bid, including any acquisition of Voting Shares theretofore made, will cease to be a Permitted Bid Acquisition;

- (ee) “**Permitted Bid Acquisition**” means an acquisition of Voting Shares made pursuant to a Permitted Bid or a Competing Permitted Bid;
- (ff) “**Person**” means an individual, body corporate, trust, partnership, limited liability company, unlimited liability company, syndicate or other form of unincorporated association, trust, government and its agencies or instrumentalities, entity or group whether or not having legal personality and any of the foregoing acting in any derivative, representative or fiduciary capacity;
- (gg) “**Pro Rata Acquisition**” means an acquisition by a Person of Voting Shares or Convertible Securities (i) as a result of a stock dividend, a stock split or other event pursuant to which such Person receives or acquires Voting Shares or Convertible Securities on the same pro rata basis as all other holders of Voting Shares of the same class or series of the Corporation, or (ii) pursuant to a Dividend Reinvestment Plan, or (iii) pursuant to the receipt and/or exercise of rights (other than the Rights) issued by the Corporation to all of the holders of a series or class of Voting Shares on a pro rata basis to subscribe for or purchase Voting Shares or Convertible Securities, provided that the Person does not acquire a greater percentage of the securities issuable on exercise of such rights than the percentage of Voting Shares Beneficially Owned by that Person immediately prior to the commencement of the offering of rights and that such rights are acquired directly from the Corporation and not from any other Person;
- (hh) “**Redemption Price**” has the meaning ascribed thereto in Section 5.1(a) hereof;
- (ii) “**Right**” means a right to purchase one Common Share, subject to adjustment as herein set forth, upon the terms and subject to the conditions set forth in this Agreement;
- (jj) “**Rights Certificate**” has the meaning ascribed thereto and will be substantially in the form provided in Section 2.2(d) hereof;
- (kk) “**Rights Register**” has the meaning ascribed thereto in Section 2.6(a) hereof;
- (ll) “**Rights Registrar**” has the meaning ascribed thereto in Section 2.6(a) hereof;
- (mm) “**Securities Act**” means the *Securities Act* (Ontario), as amended, and the rules and regulations thereunder as now in effect and as same may from time to time be amended, re-enacted or replaced;
- (nn) “**Separation Time**” means the close of business on the tenth Trading Day after the earlier of:
 - (A) the Voting Share Acquisition Date;
 - (B) the date of the commencement of, or first public announcement of the intent of any Person (other than the Corporation or any Subsidiary of the Corporation) to commence, a Take-over Bid (other than a Permitted Bid or a Competing Permitted Bid), provided that, if any Take-over Bid referred to in this Clause (B) of this definition expires, is cancelled, terminated or otherwise withdrawn prior to the Separation Time, such Take-over Bid will be deemed, for the purposes of this definition, never to have been made; and

(C) the date upon which a Permitted Bid or Competing Permitted Bid ceases to be a Permitted Bid;

or such later Business Day as may be determined at any time or from time to time by the Board of Directors;

- (oo) “**Subsidiary**” means a Person which in relation to another Person:
- (a) is controlled by (A) that other, or (B) that other and one or more Persons, each of which is controlled by that other, or (C) two or more bodies Persons, each of which is controlled by that other, or
 - (b) is a Subsidiary of a Person that is that other's Subsidiary.
- (pp) “**Take-over Bid**” means an Offer to Acquire Voting Shares or Convertible Securities, where the Voting Shares subject to the Offer to Acquire, together with the Voting Shares underlying the Convertible Securities subject to the Offer to Acquire, together with the Offeror's Securities, constitute in the aggregate 20% or more of the outstanding Voting Shares at the date of the Offer to Acquire;
- (qq) “**Trading Day**”, when used with respect to any securities, means a day on which the principal Canadian securities exchange on which such securities are listed or admitted to trading is open for the transaction of business or, if the securities are not listed or admitted to trading on any Canadian securities exchange, a Business Day;
- (rr) “**Voting Share Acquisition Date**” means the date of a public announcement (which, for purposes of this definition, will include, without limitation, the filing of a report pursuant to the Securities Act or any other applicable securities laws) by the Corporation or an Acquiring Person of facts indicating that a Person has become an Acquiring Person;
- (ss) “**Voting Share Acquisition Time**” means the close of business on the Voting Share Acquisition Date;
- (tt) “**Voting Share Reduction**” means an acquisition or redemption by the Corporation of Voting Shares which, by reducing the number of Voting Shares outstanding, increases the proportionate number of Voting Shares Beneficially Owned by any person to 20% or more of the Voting Shares then outstanding; and
- (uu) “**Voting Shares**” means the Common Shares and any other securities in the capital of the Corporation entitled to vote generally in the election of directors.

1.2 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada, unless otherwise specified.

1.3 Headings

The division of this Agreement into articles, sections, clauses and subclauses and the insertion of headings, subheadings and a table of contents are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

1.4 Calculation of No. and % of Beneficial Ownership of Outstanding Voting Shares

For purposes of this Agreement, the percentage of Voting Shares Beneficially Owned by any Person, will be and be deemed to be the product (expressed as a percentage) determined by the formula:

$$100 \times A/B$$

where:

- A = the number of votes for the election of all directors generally attaching to the Voting Shares Beneficially Owned by such Person; and
- B = the number of votes for the election of all directors generally attaching to all outstanding Voting Shares.

Where any Person is deemed to Beneficially Own unissued Voting Shares, such Voting Shares will be deemed to be outstanding for the purpose of calculating the percentage of Voting Shares Beneficially Owned by such Person.

1.5 Acting Jointly or in Concert

For the purposes of this Agreement, a Person is acting jointly or in concert with every Person who is a party to an agreement, commitment or understanding, whether formal or informal, with the first Person to acquire or offer to acquire Voting Shares or Convertible Securities (other than customary agreements with and between underwriters and banking group or selling group members with respect to a distribution of securities or pursuant to a pledge of securities in the ordinary course of the pledgee's business).

ARTICLE 2 THE RIGHTS

2.1 Issuance and Evidence of Rights

- (a) One Right in respect of each Voting Share outstanding at the Effective Time and each Voting Share which may be issued after the Effective Time and prior to the earlier of the Separation Time and the Expiration Time will be issued in accordance with the terms hereof. Notwithstanding the foregoing, one Right in respect of each Voting Share issued after the Effective Time upon the exercise of rights pursuant to Convertible Securities outstanding at the Voting Share Acquisition Date may be issued after the Separation Time but prior to the Expiration Time.
- (b) Certificates representing Voting Shares issued after the Effective Time but prior to the earlier of the Separation Time and the Expiration Time will evidence one Right for each Voting Share represented thereby and will have impressed on, printed on, written on or otherwise affixed to them the following legend:

Until the Separation Time (as such term is defined in the Rights Agreement referred to below), this certificate also evidences rights of the holder described in the shareholder rights plan of Data Group Ltd. (the "**Corporation**") dated as of January 1st, 2012, (the "**Rights Agreement**"), as same may be amended or modified, between the Corporation and Computershare Investor Services Inc., the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal executive offices of the Corporation. In certain circumstances set out in the Rights Agreement, the rights may be redeemed, may expire, may become void or may become exercisable and will thereafter be evidenced by separate certificates and no longer evidenced by this certificate.

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The Corporation will mail or arrange for the mailing of a copy of the Rights Agreement to the holder of this certificate without charge as soon as practicable after the receipt of a written request therefor.

- (c) Certificates representing Voting Shares that are issued and outstanding at the Effective Time will evidence one Right for each Voting Share evidenced thereby, notwithstanding the absence of the foregoing legend until the earlier of the Separation Time and Expiration Time.
- (d) Registered holders of Common Shares who have not received a Common Share certificate and are entitled to do so on the earlier of the Separation Time and the Expiration Time shall be entitled to Rights as if such certificates had been issued and such Rights shall for all purposes hereof be evidenced by the corresponding entries on the Corporation's securities register for Common Shares.

2.2 Initial Exercise Price; Exercise of Rights; Detachment of Rights

- (a) Subject to adjustment as herein set forth, each Right will entitle the holder thereof, after the Separation Time and prior to the Expiration Time, to purchase one Common Share for the Exercise Price.
- (b) Until the Separation Time,
 - (i) the Rights will not be exercisable and no Right may be exercised; and
 - (ii) each Right will be evidenced by the certificate for the associated Voting Share registered in the name of the holder thereof and will be transferable only together with, and will be transferred by a transfer of, such associated Voting Share.
- (c) After the Separation Time and prior to the Expiration Time,
 - (i) the Rights will be exercisable, and
 - (ii) the registration and transfer of the Rights will be separate from and independent of Voting Shares.
- (d) Promptly following the Separation Time, the Corporation will prepare and the Rights Agent will mail to each holder of record of Voting Shares as of the Separation Time or who subsequently becomes a holder of record of Voting Shares upon the exercise of rights attaching to Convertible Securities outstanding at the Voting Share Acquisition Date (other than an Acquiring Person and any holder of record of Rights which are Beneficially Owned by such Acquiring Person (a "Nominee")), at such holder's address as shown by the records of the Corporation (the Corporation hereby agreeing to furnish copies of such records to the Rights Agent for this purpose),
 - (i) a Rights Certificate in substantially the form of Exhibit A hereto appropriately completed, representing the number of Rights held by such holder at the Separation Time and having such marks of identification or designation and such legends, summaries or endorsements printed thereon as the Corporation may deem appropriate and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any law, rule, regulation or judicial or administrative order or with any rule or regulation made pursuant thereto or with any rule or regulation of any self-regulatory organization, stock exchange or quotation system on which the Rights may from time to time be listed or traded, or to conform to usage; and
 - (ii) a statement describing the Rights.

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For greater certainty, a Nominee will be sent the materials provided for in (i) and (ii) in respect of all Voting Shares held of record by it which are not Beneficially Owned by an Acquiring Person.

- (e) In order for the Corporation to determine whether any Person is holding Voting Shares which are Beneficially Owned by another Person, the Corporation may require the first mentioned Person to furnish all information and documentation as the Corporation deems necessary.
- (f) Rights may be exercised in whole or in part on any Business Day after the Separation Time and prior to the Expiration Time by submitting to the Rights Agent:
 - (i) the Rights Certificate evidencing such Rights;
 - (ii) an election to exercise such Rights (an “**Election to Exercise**”) substantially in the form attached to the Rights Certificate duly completed and executed by the holder or his executors or administrators or other personal representatives or his or their legal attorney duly appointed by an instrument in writing in form and executed in a manner satisfactory to the Rights Agent; and
 - (iii) payment by certified cheque, banker’s draft or money order payable to the order of the Rights Agent, of a sum equal to the Exercise Price multiplied by the number of Rights being exercised and a sum sufficient to cover any transfer tax or charge which may be payable in respect of any transfer or delivery of Rights Certificates or the issuance or delivery of certificates for Voting Shares in a name other than that of the holder of the Rights being exercised.
- (g) Upon receipt of a Rights Certificate, which is accompanied by (1) a completed Election to Exercise executed in accordance with Section 2.2(f)(ii) hereof that does not indicate that such Right is null and void as provided by Section 3.1(b) hereof and (2) payment as set forth in Section 2.2(f)(iii) hereof, the Rights Agent (unless otherwise instructed by the Corporation in the event that the Corporation is of the opinion that the Rights cannot be exercised in accordance with this Agreement) will thereupon promptly:
 - (i) requisition from the transfer agent for the Common Share certificates representing the number of Common Shares to be purchased (the Corporation hereby irrevocably authorizing its transfer agent to comply with all such requisitions);
 - (ii) when appropriate, requisition from the Corporation the amount of cash to be paid in lieu of issuing fractional Common Shares;
 - (iii) after receipt of such Common Share certificates, deliver the same to or upon the order of the registered holder of such Rights Certificate, registered in such name or names as may be designated by such holder;
 - (iv) when appropriate, after receipt, deliver such payment referred to in Section 2.2(g)(ii) hereof to or to the order of the registered holder of such Rights Certificate; and
 - (v) tender to the Corporation all payments received on exercise of the Rights.
- (h) In case the holder of any Rights exercises less than all the Rights evidenced by such holder’s Rights Certificate, a new Rights Certificate evidencing the Rights remaining unexercised (subject to the provisions of Section 5.6(a) hereof) will be issued by the Rights Agent to such holder or to such holder’s duly authorized assigns.

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- (i) The Corporation covenants and agrees that it will:
- (i) take all such action as may be necessary and within its power to ensure that all securities delivered upon the exercise of Rights will, at the time of delivery of the certificates for such securities (subject to payment of the Exercise Price), be duly and validly authorized and issued as fully paid and non-assessable,
 - (ii) take all such action as may be necessary and within its power to ensure compliance with the provisions of Section 3.1 hereof including, without limitation, all such action necessary to comply with the requirements of the OBCA, the Securities Act and any other applicable law, rule or regulation, applicable to the issuance and delivery of the Rights Certificates and the issuance of any securities upon exercise of Rights,
 - (iii) use reasonable efforts to cause all securities issued upon the exercise of Rights to be listed upon issuance on the stock exchanges on which the Common Shares were traded immediately prior to the Voting Share Acquisition Date,
 - (iv) pay when due and payable, if applicable, any and all Canadian and, if applicable, United States, federal, provincial, municipal and state transfer taxes and charges (not including any income or capital taxes of the holder or exercising holder or any liability of the Corporation to withhold tax) which may be payable in respect of the original issuance or delivery of the Rights Certificates or certificates for Common Shares to be issued upon exercise of any Rights, provided that the Corporation will not be required to pay any transfer tax or charge which may be payable in respect of any transfer involved in the transfer or delivery of Rights Certificates or the issuance or delivery of certificates for securities in a name other than that of the holder of the Rights being transferred or exercised,
 - (v) cause to be reserved and kept available out of its authorized Common Shares the number of Common Shares that, as provided in this Agreement, will from time to time be sufficient to permit the exercise in full of all outstanding Rights, and
 - (vi) after the Separation Time, except as permitted by Section 5.1 hereof, not take (or permit any Subsidiary to take) any action if at the time such action is taken it is reasonably foreseeable that such action will diminish substantially or otherwise eliminate the benefits intended to be afforded by the Rights.

2.3 Adjustments to Exercise Price; Number of Rights

- (a) The Exercise Price, the number and kind of securities subject to purchase upon exercise of each Right and the number of Rights outstanding are subject to adjustment from time to time as provided in this Section 2.3.
- (b) In the event the Corporation will at any time after the date of this Agreement and prior to the Expiration Time,
 - (i) declare or pay a dividend on its Common Shares payable in Common Shares (or other securities exchangeable for or convertible into or giving a right to acquire Common Shares or other securities of the Corporation) other than pursuant to any Dividend Reinvestment Plan;
 - (ii) subdivide or change the outstanding Common Shares into a greater number of Common Shares;

- (iii) combine or change the outstanding Common Shares into a smaller number of Common Shares; or
- (iv) issue any Common Share (or other securities exchangeable for or convertible into or giving a right to acquire Common Shares or other securities of the Corporation) in respect of, in lieu of or in exchange for existing Common Shares except as otherwise provided in this Section 2.3,

the Exercise Price and the number of Rights outstanding, or, if the payment or effective date therefor will occur after the Separation Time, the securities purchasable upon exercise of Rights will be adjusted as of the payment or effective date in respect of such event in the manner set forth below.

(c) If the Exercise Price and number of Rights outstanding are to be adjusted:

- (i) the Exercise Price in effect after such adjustment will be equal to the Exercise Price in effect immediately prior to such adjustment divided by the number of Common Shares (the “**Expansion Factor**”) that a holder of one Common Share immediately prior to such dividend, subdivision, change, combination or issuance would hold thereafter as a result thereof; and
- (ii) each Right held prior to such adjustment will become that number of Rights equal to the Expansion Factor, and the adjusted number of Rights will be deemed to be distributed among the Common Shares with respect to which the original Rights were associated (if they remain outstanding) and the Common Shares issued in respect of such dividend, subdivision, change, combination or issuance, so that each such Common Share will have exactly one Right associated with it in effect following the payment or effective date of the event referred to in Sections 2.3(b)(i), (ii), (iii) or (iv) hereof, as the case may be.

If the securities purchasable upon exercise of Rights are to be adjusted, the securities purchasable upon exercise of each Right after such adjustment will be the securities that a holder of the securities purchasable upon exercise of one Right immediately prior to such dividend, subdivision, change, combination or issuance would hold thereafter as a result thereof. If after the Effective Time and prior to the Expiration Time, the Corporation issues any securities of the Corporation other than Common Shares in a transaction of a type described in Sections 2.3(b)(i) or (iv) hereof, such securities will be treated herein as nearly equivalent to Common Shares as may be practicable and appropriate under the circumstances and the Corporation and the Rights Agent agree to amend this Agreement in order to give effect thereto.

(d) In the event the Corporation at any time after the Effective Time and prior to the Separation Time fixes a record date for the issuance of rights, options or warrants to all or substantially all holders of Common Shares entitling them (for a period expiring within 45 calendar days after such record date) to subscribe for or purchase Common Shares (or securities convertible into or exchangeable for or carrying a right to purchase Common Shares) at a price per Common Share (or, if a security convertible into or exchangeable for or carrying a right to purchase or subscribe for Common Shares having a conversion, exchange or exercise price, including the price required to be paid to purchase such convertible or exchangeable security or right per Common Share) less than 90% of the Market Price per Common Share on such record date, the Exercise Price to be in effect after such record date will be determined by multiplying the Exercise Price in effect immediately prior to such record date by a fraction, the numerator of which will be the number of Common Shares outstanding on such record date, plus the number of Common Shares that the aggregate offering price of the total number of Common Shares so to be offered (and/or the aggregate initial conversion, exchange or exercise price of the convertible or exchangeable securities or rights so to be offered, including the price required to be paid to purchase such convertible or exchangeable securities or rights) would purchase at such Market Price per Common Share, and the denominator of which will be the number of

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Common Shares outstanding on such record date, plus the number of additional Common Shares to be offered for subscription or purchase (or into which the convertible or exchangeable securities or rights so to be offered are initially convertible, exchangeable or exercisable).

- (e) In case such subscription price may be paid by delivery of consideration, part or all of which may be in a form other than cash, the value of such consideration will be as determined in good faith by the Board of Directors, whose determination will be described in a statement filed with the Rights Agent and will be binding on the Rights Agent and the holders of the Rights. Such adjustment will be made successively whenever such a record date is fixed, and in the event that such rights or warrants are not so issued or if issued, are not exercised prior to the expiration thereof, the Exercise Price will be readjusted to be the Exercise Price which would then be in effect if such record date had not been fixed, or to the Exercise Price which would be in effect based on the number of Common Shares (or securities convertible into or exchangeable or exercisable for Common Shares) actually issued upon the exercise of such rights, options or warrants, as the case may be.
- (f) For purposes of this Agreement, the granting of the right to purchase Common Shares (whether from treasury or otherwise) pursuant to any Dividend Reinvestment Plan (so long as such right to purchase is in no case evidenced by the delivery of rights or warrants) will be deemed not to constitute an issue of rights, options or warrants by the Corporation; provided, however, that, in all such cases, the right to purchase Common Shares is at a price per Common Share of not less than 90% of the current Market Price per Common Share (determined as provided in such plans) of the Common Shares.
- (g) In the event the Corporation at any time after the Effective Time and prior to the Separation Time fixes a record date for a distribution to all holders of Common Shares of evidences of indebtedness, assets (other than cash and other than a regular periodic cash distribution or a distribution paid in Common Shares on the liquidation of the Corporation), rights, options or warrants (excluding those referred to in Section 2.3(d) hereof), the Exercise Price to be in effect after such record date will be determined by multiplying the Exercise Price in effect immediately prior to such record date by a fraction, the numerator of which will be the Market Price per Common Share on such record date, less the fair market value (as determined in good faith by the Board of Directors, whose determination will be described in a statement filed with the Rights Agent and will be binding on the Rights Agent and the holders of Rights), on a per Common Share basis, of the portion of the assets or evidences of indebtedness so to be distributed and the denominator of which will be such Market Price per Common Share. Such adjustments will be made successively whenever such a record date is fixed, and in the event that such distribution is not so made, the Exercise Price will be adjusted to be the Exercise Price which would have been in effect if such record date had not been fixed.
- (h) Notwithstanding anything herein to the contrary, no adjustment in the Exercise Price will be required unless such adjustment would require an increase or decrease of at least one percent in the Exercise Price; provided, however, that any adjustments which by reason of this Section 2.3(h) are not required to be made will be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 2.3 will be made to the nearest cent or to the nearest ten-thousandth of a Common Share. Notwithstanding the first sentence of this Section 2.3(h), any adjustment required by this Section 2.3 will be made no later than the earlier of (i) three years from the date of the transaction which mandates such adjustment and (ii) the Expiration Date.
- (i) In the event the Corporation at any time after the Effective Time and prior to the Separation Time issues any securities of the Corporation (other than the Common Shares), or rights, options or warrants to subscribe for or purchase any such securities of the Corporation, or securities convertible into or exchangeable for any such securities of the Corporation, in a transaction referred to in Section 2.3(b)(i) or (iv) above, if the Board of Directors acting in good faith determines that the adjustments contemplated by Sections 2.3(b), (d) and (g) above in connection with such transaction will not appropriately protect the interests of the holders of Rights, the Board of Directors may determine what other adjustments to the Exercise Price, number of Rights and/or securities purchasable upon exercise

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of Rights would be appropriate and, notwithstanding Sections 2.3(b), (d) and (g) above, such adjustment, rather than the adjustments contemplated by Sections 2.3(b), (d) and (g) above, will be made. Subject to Section 5.5 and subject to the approval of each stock exchange on which the Common Shares are listed for trading at the relevant time, the Corporation will amend this Agreement as appropriate to provide for such adjustments.

- (j) Each Right originally issued by the Corporation subsequent to any adjustment made to the Exercise Price hereunder will evidence the right to purchase, at the adjusted Exercise Price, the number of Common Shares purchasable from time to time hereunder upon exercise of a Right immediately prior to such issue, all subject to further adjustment as provided herein.
- (k) Irrespective of any adjustment or change in the Exercise Price or the number of Common Shares issuable upon the exercise of the Rights, the Rights Certificates theretofore and thereafter issued may continue to express the Exercise Price per Common Share and the number of Common Shares which were expressed in the initial Rights Certificates issued hereunder.
- (l) In any case in which this Section 2.3 requires that any adjustment in the Exercise Price be made effective as of a record date for a specified event, the Corporation may elect to defer until the occurrence of such event the issuance to the holder of any Right exercised after such record date the number of Common Shares and other securities of the Corporation, if any, issuable upon such exercise over and above the number of Common Shares and other securities of the Corporation, if any, issuable upon such exercise on the basis of the Exercise Price in effect prior to such adjustment; provided, however, that the Corporation delivers to such holder an appropriate instrument evidencing such holder's right to receive such additional Common Shares (fractional or otherwise) or securities upon the occurrence of the event requiring such adjustment.
- (m) Notwithstanding anything in this Section 2.3 to the contrary, the Corporation will be entitled to make such reductions in the Exercise Price, in addition to those adjustments expressly required by this Section 2.3, as and to the extent that in its good faith judgment the Board of Directors will determine to be advisable in order that any
 - (i) consolidation or subdivision of the Common Shares,
 - (ii) issuance (wholly or in part for cash) of Common Shares or securities that by their terms are convertible into or exchangeable for Common Shares,
 - (iii) stock dividends, or
 - (iv) issuance of rights, options or warrants referred to in this Section 2.3,

hereafter made by the Corporation to holders of its Common Shares, will not be taxable to such shareholders.

- (n) Whenever an adjustment to the Exercise Price or a change in the securities purchasable upon exercise of the Rights is made at any time after the Separation Time pursuant to this Section 2.3, the Corporation shall promptly notify the Rights Agent and the transfer agent for the Common Shares of the particulars of such adjustment or change.

2.4 Date on Which Exercise is Effective

Each Person in whose name any certificate for Common Shares or other securities, if applicable, is issued upon the exercise of Rights will for all purposes be deemed to have become the holder of record of the Common Shares or other securities, if applicable, represented thereby on, and such certificate will be dated, the date upon which the Rights Certificate evidencing such Rights was duly surrendered in accordance with Section 2.2(e) hereof (together with a duly

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completed Election to Exercise) and payment of the Exercise Price for such Rights (and any applicable transfer taxes and other governmental charges payable by the exercising holder hereunder) was made; provided, however, that if the date of such surrender and payment is a date upon which the Common Share transfer books of the Corporation are closed, such Person will be deemed to have become the holder of record of such Common Shares on, and such certificate will be dated, the next succeeding Business Day on which the Common Share transfer books of the Corporation are open.

2.5 Execution, Authentication, Delivery and Dating of Rights Certificates

- (a) The Rights Certificates will be executed on behalf of the Corporation by any one of the Chief Executive Officer, Chief Financial Officer or Corporate Secretary of the Corporation. The signature of any of these officers on the Rights Certificates may be manual or facsimile. Rights Certificates bearing the manual or facsimile signatures of individuals who were at any time the proper officers of the Corporation will bind the Corporation, notwithstanding that such individuals or any of them have ceased to be officers of the Corporation either before or after the countersignature and delivery of such Rights Certificates.
- (b) Promptly after the Corporation learns of the Separation Time, the Corporation will notify the Rights Agent of such Separation Time and will deliver Rights Certificates executed on behalf of the Corporation to the Rights Agent for countersignature, and the Rights Agent will countersign (manually or by facsimile signature in a manner satisfactory to the Corporation) and send such Rights Certificates to the holders of the Rights pursuant to Section 2.2(c) hereof. No Rights Certificate will be valid for any purpose until countersigned by the Rights Agent as aforesaid.
- (c) Each Rights Certificate will be dated the date of countersignature thereof.

2.6 Registration, Transfer and Exchange

- (a) Following the Separation Time the Corporation will cause to be kept a register (the “**Rights Register**”) in which, subject to such reasonable regulations as it may prescribe, the Corporation will provide for the registration and transfer of Rights. The Rights Agent is hereby appointed registrar for the Rights (the “**Rights Registrar**”) for the purpose of maintaining the Rights Register for the Corporation and registering Rights and transfers of Rights as herein provided and the Rights Agent hereby accepts such appointment. In the event that the Rights Agent will cease to be the Rights Registrar, the Rights Agent will have the right to examine the Rights Register at all reasonable times.
- (b) After the Separation Time and prior to the Expiration Time, upon surrender for registration of transfer or exchange of any Rights Certificate, and subject to the provisions of Section 2.6(d) hereof, the Corporation will execute, and the Rights Agent will countersign, register and deliver, in the name of the holder or the designated transferee or transferees, as required pursuant to the holder’s instructions, one or more new Rights Certificates evidencing the same aggregate number of Rights as did the Rights Certificates so surrendered.
- (c) All Rights issued upon any registration of transfer or exchange of Rights Certificates will be valid obligations of the Corporation, and such Rights will be entitled to the same benefits under this Agreement as the Rights surrendered upon such registration of transfer or exchange.
- (d) Every Rights Certificate surrendered for registration of transfer or exchange will be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Corporation or the Rights Agent, as the case may be, duly executed by the holder thereof or such holder’s attorney duly authorized in writing. As a condition to the issuance of any new Rights Certificate under this Section 2.6, the Corporation may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the reasonable fees and expenses of the Rights Agent) connected therewith.

2.7 Mutilated, Destroyed, Lost and Stolen Rights Certificates

- (a) If any mutilated Rights Certificate is surrendered to the Rights Agent prior to the Expiration Time, the Corporation will execute and the Rights Agent will countersign and deliver in exchange therefor a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate so surrendered.
- (b) If there is delivered to the Corporation and the Rights Agent prior to the Expiration Time,
 - (i) evidence to their reasonable satisfaction of the destruction, loss or theft of any Rights Certificate; and
 - (ii) such surety bond as may be reasonably required by them to save each of them and any of their agents harmless, then, in the absence of notice to the Corporation or the Rights Agent that such Rights Certificate has been acquired by a bona fide purchaser, the Corporation will execute and, upon the Corporation's request, the Rights Agent will countersign and deliver, in lieu of any such destroyed, lost or stolen Rights Certificate, a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate so destroyed, lost or stolen.
- (c) As a condition to the issuance of any new Rights Certificate under this Section 2.7, the Corporation may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the reasonable fees and expenses of the Rights Agent) connected therewith.
- (d) Every new Rights Certificate issued pursuant to this Section 2.7 in lieu of any destroyed, lost or stolen Rights Certificate will evidence the contractual obligation of the Corporation, whether or not the destroyed, lost or stolen Rights Certificate will be at any time enforceable by anyone, and will be entitled to all the benefits of this Agreement equally and proportionately with any and all other Rights duly issued hereunder.

2.8 Persons Deemed Owners

Prior to due presentation of a Rights Certificate (or, prior to the Separation Time, the associated Voting Share certificate) for registration of transfer, the Corporation, the Rights Agent and any agent of the Corporation or the Rights Agent may deem and treat the Person in whose name a Rights Certificate (or, prior to the Separation Time, the associated Voting Share certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby for all purposes whatsoever. As used in this Agreement, unless the context otherwise requires, the term “**holder**” of any Rights will mean the registered holder of such Rights (or, prior to the Separation Time, the associated Voting Share).

2.9 Delivery and Cancellation of Certificates

All Rights Certificates surrendered upon exercise or for redemption, registration of transfer or exchange will, if surrendered to any Person other than the Rights Agent, be delivered to the Rights Agent and, in any case, will be promptly cancelled by the Rights Agent. The Corporation may at any time deliver to the Rights Agent for cancellation any Rights Certificates previously countersigned and delivered hereunder which the Corporation may have acquired in any manner whatsoever, and all Rights Certificates so delivered will be promptly cancelled by the Rights Agent. No Rights Certificate will be countersigned in lieu of or in exchange for any Rights Certificates cancelled as provided in this Section 2.9, except as expressly permitted by this Agreement. The Rights Agent will, subject to applicable laws, destroy all cancelled Rights Certificates and deliver a certificate of destruction to the Corporation.

2.10 Agreement of Rights Holders

Every holder of Rights, by accepting the same, consents and agrees with the Corporation and the Rights Agent and with every other holder of Rights:

- (a) to be bound by and subject to the provisions of this Agreement, as amended from time to time in accordance with the terms hereof, in respect of all Rights held;
- (b) that prior to the Separation Time, each Right will be transferable only together with, and will be transferred by a transfer of, the associated Voting Share representing such Right;
- (c) that after the Separation Time, the Rights Certificates will be transferable only on the Rights Register as provided herein;
- (d) that prior to due presentment of a Rights Certificate (or, prior to the Separation Time, the associated Voting Share certificate) for registration of transfer, the Corporation, the Rights Agent and any agent of the Corporation or the Rights Agent may deem and treat the Person in whose name the Rights Certificate (or, prior to the Separation Time, the associated Voting Share certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby (notwithstanding any notations of ownership or writing on such Rights Certificate or the associated Voting Share certificate made by anyone other than the Corporation or the Rights Agent) for all purposes whatsoever, and neither the Corporation nor the Rights Agent will be affected by any notice, to the contrary;
- (e) that such holder of Rights has waived his right to receive any fractional Common Shares or other securities upon exercise of a Right (except as provided herein);
- (f) that without the approval of any holder of Rights or Voting Shares and upon the sole authority of the Board of Directors, acting in good faith, this Agreement may be supplemented or amended from time to time as provided herein; and
- (g) that notwithstanding anything in this Agreement to the contrary, neither the Corporation nor the Rights Agent have any liability to any holder of a Right or any other Person as a result of its inability to perform any of its obligations under this Agreement by reason of any preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a governmental, regulatory or administrative agency or commission, or any statute, rule, regulation or executive order promulgated or enacted by any governmental authority, prohibiting or otherwise restraining performance of such obligation.

2.11 Rights Certificate Holder not Deemed a Shareholder

No holder, as such, of any Rights or Rights Certificate will be entitled to vote, receive dividends or be deemed for any purpose whatsoever the holder of any Common Share or any other security of the Corporation which may at any time be issuable on the exercise of the Rights represented thereby, nor will anything contained herein or in any Rights Certificate be construed or deemed or confer upon the holder of any Rights or Rights Certificate, as such, any of the rights, titles, benefits or privileges of a holder of any Common Shares or any other securities of the Corporation or any right to vote at any meeting of shareholders of the Corporation whether for the election of directors or otherwise or upon any matter submitted to holders of Voting Shares of the Corporation at any meeting thereof, or to give or withhold consent to any action of the Corporation, or to receive notice of any meeting or other action affecting any holder of Common Shares or any other securities of the Corporation except as expressly provided herein, or to receive dividends, dividend or subscription rights, or otherwise, until the Right or Rights evidenced by Rights Certificates will have been duly exercised in accordance with the terms and provisions hereof.

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ARTICLE 3
ADJUSTMENTS TO THE RIGHTS

3.1 Flip-In Event

- (a) Subject to Section 3.1(b) 3.1(b) and Section 5.2 hereof, in the event that prior to the Expiration Time a Flip-In Event occurs, each Right will constitute, effective on the close of business on the tenth Trading Day after the Voting Share Acquisition Date (or such longer period as may be required to satisfy the requirements of the Securities Act and any comparable legislation of any other applicable jurisdiction), the right to purchase from the Corporation, upon payment of the Exercise Price and otherwise exercising such Right in accordance with the terms hereof, that number of Common Shares having an aggregate Market Price on the date of such Flip-In Event equal to twice the relevant Exercise Price for an amount in cash equal to the relevant Exercise Price (such Right to be appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.3 hereof in the event that after the occurrence of such Flip-In Event, an event of a type analogous to any of the events described in Section 2.3 hereof will have occurred).
- (b) Notwithstanding the foregoing or any other provisions of this Agreement, upon the occurrence of any Flip-In Event, any Rights that are Beneficially Owned on or after the earlier of the Separation Time and the Voting Share Acquisition Date by:
- (i) an Acquiring Person (or any Affiliate or Associate of an Acquiring Person or any Person acting jointly or in concert with an Acquiring Person or any Affiliate or Associate of an Acquiring Person); or
 - (ii) a transferee of Rights, directly or indirectly, from an Acquiring Person (or of any Affiliate or Associate of an Acquiring Person or of any Person acting jointly or in concert with an Acquiring Person or any Associate or Affiliate of an Acquiring Person) in a transfer made after the date hereof, whether or not for consideration, that the Board of Directors acting in good faith has determined is part of a plan, arrangement or scheme of an Acquiring Person (or an Affiliate or Associate of an Acquiring Person or of any Person acting jointly or in concert with an Acquiring Person or an Associate or Affiliate of an Acquiring Person) that has the purpose or effect of avoiding Section 3.1(b)(i) hereof,

will become void, and any holder of such Rights (including transferees) will thereafter have no right to exercise such Rights under any provision of this Agreement and further will thereafter not have any other rights whatsoever with respect to such Rights, whether under any provision of this Agreement or otherwise.

- (c) Any Rights Certificate that represents Rights Beneficially Owned by a Person described in Section 3.1(b)(i) or (ii) hereof or transferred to any nominee of any such Person, and any Rights Certificate issued upon transfer, exchange, replacement or adjustment of any other Rights Certificate referred to in this sentence, will contain the following legend:

The Rights represented by this Rights Certificate were Beneficially Owned by a Person who was an Acquiring Person or an Affiliate or an Associate of an Acquiring Person (as such terms are defined in the shareholder rights plan of Data Group Ltd. the “**Agreement**”) or who was acting jointly or in concert with an Acquiring Person or an Affiliate or Associate of an Acquiring Person. This Rights Certificate and the Rights represented hereby are void or will become void in the circumstances specified in Section 3.1(b) of the Agreement.

provided that the Rights Agent will not be under any responsibility to ascertain the existence of facts that would require the imposition of such legend but will impose such legend only if instructed to do so by the

Corporation in writing or if a holder fails to certify upon transfer or exchange in the space provided on the Rights Certificate that such holder is not a Person described in such legend.

ARTICLE 4 THE RIGHTS AGENT

4.1 General

- (a) The Corporation hereby appoints the Rights Agent to act as agent for the Corporation in accordance with the terms and conditions hereof, and the Rights Agent hereby accepts such appointment. The Corporation may from time to time appoint such co-Rights Agents (“**Co-Rights Agents**”) as it may deem necessary or desirable, subject to the approval of the Rights Agent. In the event the Corporation appoints one or more Co-Rights Agents, the respective duties of the Rights Agent and Co-Rights Agents will be as the Corporation may determine with the approval of the Rights Agent and the Co-Rights Agent. The Corporation agrees to pay to the Rights Agent reasonable compensation for all services rendered by it hereunder and, from time to time, on demand of the Rights Agent, its reasonable expenses and counsel fees and other disbursements incurred in the administration and execution of this Agreement and the exercise and performance of its duties hereunder (including the fees and disbursements of any expert or advisor retained by the Rights Agent with the approval of the Corporation). The Corporation also agrees to indemnify the Rights Agent and its officers, employees, agents and directors for and to hold them harmless against any loss, liability, cost, claim, action, damage, suit or expense incurred without negligence, bad faith or wilful misconduct on the part of the Rights Agent for anything done or omitted by the Rights Agent in connection with the acceptance and administration of this Agreement including the costs and expenses of defending against any claim of liability, which right to indemnification will survive the termination of this Agreement or the resignation or removal of the Rights Agent. In no event will the Rights Agent be liable for special, indirect, consequential or punitive loss or damages of any kind whatsoever (including but not limited to lost profits), even if the Rights Agent has been advised of the possibility of such damages.
- (b) The Rights Agent will be protected and will incur no liability for or in respect of any action taken, suffered or omitted by it in connection with its administration of this Agreement in reliance upon any certificate for Common Shares or any Rights Certificate or certificate for other securities of the Corporation, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, direction, consent, certificate, statement, or other paper or document reasonably believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged, by the proper Person or Persons.
- (c) The Corporation will inform the Rights Agent in a reasonably timely manner of events which may materially affect the administration of this Agreement or the Rights Agent and will, upon written request of the Rights Agent, provide the Rights Agent with an incumbency certificate with respect to the then current officers of the Corporation.

4.2 Merger or Amalgamation or Change of Name of Rights Agent

- (a) Any corporation into which the Rights Agent or any successor Rights Agent may be merged or amalgamated or with which it may be consolidated, or any corporation resulting from any merger, amalgamation, statutory arrangement or consolidation to which the Rights Agent or any successor Rights Agent is a party, or any corporation succeeding to the shareholder or stockholder services business of the Rights Agent or any successor Rights Agent, will be the successor to the Rights Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto, provided that such corporation would be eligible for appointment as a successor Rights Agent under the provisions of Section 4.4 hereof. In case at the time such successor

Rights Agent succeeds to the agency created by this Agreement any of the Rights Certificates have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of the predecessor Rights Agent and deliver such Rights Certificates so countersigned; and in case at that time any of the Rights Certificates have not been countersigned, any successor Rights Agent may countersign such Rights Certificates either in the name of the predecessor Rights Agent or in the name of the successor Rights Agent; and in all such cases such Rights Certificates will have the full force provided in the Rights Certificates and in this Agreement.

- (b) In case at any time the name of the Rights Agent is changed and at such time any of the Rights Certificates will have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver Rights Certificates so countersigned; and in case at that time any of the Right Certificates will not have been countersigned, the Rights Agent may countersign such Rights Certificates either in its prior name or in its changed name and in all such cases such Right Certificates will have the full force provided in the Rights Certificates and in this Agreement.

4.3 Duties of Rights Agent

The Rights Agent undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, all of which the Corporation and the holders of certificates for Voting Shares and holders of Rights Certificates, by their acceptance thereof, will be bound:

- (a) the Rights Agent may retain, at the Corporation's expense, and consult with legal counsel (who may be legal counsel for the Corporation) and the opinion of such counsel will be full and complete authorization and protection to the Rights Agent as to any action taken or omitted by it in good faith and in accordance with such opinion and the Rights Agent, at the Corporation's expense, may also retain and consult with such other experts or advisors as the Rights Agent shall consider necessary or appropriate to properly carry out the duties and obligations imposed under this Agreement and the Rights Agent will be entitled to act and rely in good faith on the advice of any such expert or advisor;
- (b) whenever in the performance of its duties under this Agreement the Rights Agent deems it necessary or desirable that any fact or matter be proved or established by the Corporation prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by a Person believed by the Rights Agent to be the Chief Executive Officer, Chief Financial Officer or Corporate Secretary of the Corporation and delivered to the Rights Agent; and such certificate will be full authorization to the Rights Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate;
- (c) the Rights Agent will be liable hereunder only for its own negligence, bad faith or wilful misconduct;
- (d) the Rights Agent will not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the certificates for Voting Shares or the Rights Certificates (except its countersignature thereof) or be required to verify the same, but all such statements and recitals are and will be deemed to have been made by the Corporation only;
- (e) the Rights Agent will not be under any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due authorization, execution and delivery hereof by the Rights Agent) or in respect of the validity or execution of any Voting Share certificate or Rights Certificate (except its countersignature thereof); nor will it be responsible for any breach by the Corporation of any covenant or condition contained in this Agreement or in any Rights Certificate; nor will it be responsible for any change in the exercisability of the Rights (including the Rights becoming void pursuant to Section 3.1(b) hereof) or any adjustment required under the provisions of Section 2.3

hereof or responsible for the manner, method or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment (except with respect to the exercise of Rights after receipt of the certificate contemplated by Section 2.3 hereof describing any such adjustment); nor will it by any act hereunder be deemed to make any representation or warranty as to the authorization of any Common Shares to be issued pursuant to this Agreement or any Rights or as to whether any Common Shares will, when issued, be duly and validly authorized and issued as fully paid and non-assessable;

- (f) the Corporation agrees that it will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement;
- (g) the Rights Agent is hereby authorized and directed to accept instructions in writing with respect to the performance of its duties hereunder from any Person believed by the Rights Agent to be the Chief Executive Officer, Chief Financial Officer or Corporate Secretary of the Corporation and to apply to such Persons for advice or instructions in connection with its duties, and it will not be liable for any action taken, omitted or suffered by it in good faith in accordance with instructions of any such Person;
- (h) the Rights Agent and any shareholder, director, officer or employee of the Rights Agent may buy, sell or deal in Common Shares, Rights or other securities of the Corporation or become pecuniarily interested in any transaction in which the Corporation may be interested, or contract with or lend money to the Corporation or otherwise act as fully and freely as though it were not Rights Agent under this Agreement. Nothing herein will preclude the Rights Agent from acting in any other capacity for the Corporation or for any other legal entity; and
- (i) the Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent will not be answerable or accountable for any act, omission, default, neglect or misconduct of any such attorneys or agents or for any loss to the Corporation resulting from any such act, omission, default, neglect or misconduct, provided reasonable care was exercised in the selection and continued employment thereof.

4.4 Change of Rights Agent

The Rights Agent may resign and be discharged from its duties under this Agreement upon 60 days' notice (or such lesser notice as is acceptable to the Corporation) in writing mailed to the Corporation and to each transfer agent of Common Shares by registered or certified mail, and to the holders of the Rights in accordance with Section 5.9 hereof, all of which will be at the Corporation's expense. The Corporation may remove the Rights Agent upon 30 days' notice in writing, mailed to the Rights Agent and to each transfer agent of Common Shares by registered or certified mail, and to the holders of the Rights in accordance with Section 5.9 hereof, all of which will be at the Corporation's expense. If the Rights Agent should resign or be removed or otherwise become incapable of acting, the Corporation will appoint a successor to the Rights Agent. If the Corporation fails to make such appointment within a period of 30 days after such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the holder of any Rights (which holder will, with such notice, submit such holder's Rights Certificate for inspection by the Corporation), the holder or the resigning Rights Agent may apply to any court of competent jurisdiction for the appointment of a new Rights Agent at the Corporation's expense. Any successor Rights Agent, whether appointed by the Corporation or by such a court, will be a corporation incorporated under the laws of Canada or a province thereof authorized to carry on business in the Province of Ontario. After appointment, the successor Rights Agent will be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent will, upon payment in full of any outstanding amounts owing by the Corporation to the Rights Agent under this Agreement, deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the

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Corporation will file notice thereof in writing with the predecessor Rights Agent and each transfer agent of the Common Shares, and mail a notice thereof in writing to the holders of the Rights. Failure to give any notice provided for in this Section 4.4 hereof, however, or any defect therein, will not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be. For greater certainty, any notice required to be sent pursuant to this Agreement to holders of the Rights by the Rights Agent after its resignation or removal shall be at the expense of the Corporation.

4.5 Compliance with Money Laundering Legislation

The Rights Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Rights Agent reasonably determines that such an act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Rights Agent reasonable determine at any time that its acting under this Agreement has resulted in it being in noncompliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on 10 days' written notice to the Corporation, provided: (i) that the Rights Agent's written notice shall describe the circumstances of such non-compliance; and (ii) that if such circumstances are rectified to the Rights Agent's satisfaction within such 10-day period, then such resignation shall not be effective.

4.6 Privacy Provision

The parties acknowledge that federal and/or provincial legislation that addresses the protection of individual's personal information (collectively, "**Privacy Laws**") applies to obligations and activities under this Agreement. Despite any other provision of this Agreement, neither party will take or direct any action that would contravene, or cause the other to contravene, applicable Privacy Laws. The Corporation will, prior to transferring or causing to be transferred personal information to the Rights Agent, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or will have determined that such consents either have previously been given upon which the parties can rely or are not required under the Privacy Laws. The Rights Agent will use commercially reasonable efforts to ensure that its services hereunder comply with Privacy Laws.

ARTICLE 5 MISCELLANEOUS

5.1 Redemption of Rights

- (a) Until the occurrence of a Flip-in Event, as to which the application of Section 3.1 hereof has not been waived pursuant to Section 5.2 hereof, the Board of Directors, without the consent of the holders of Voting Shares or Rights, may at any time elect to redeem all but not less than all of the then outstanding Rights at a redemption price of \$0.00001 per Right (the "**Redemption Price**"), which Redemption Price shall not be adjusted for any event of the type analogous to any of the events described in Section 2.3 hereof having occurred.
- (b) If a Person acquires, pursuant to a Permitted Bid or a Competing Permitted Bid or pursuant to an Exempt Acquisition occurring under Section 5.2(b) hereof, outstanding Voting Shares, the Board of Directors of the Corporation will, immediately upon such acquisition and without further formality, be deemed to have elected to redeem the Rights at the Redemption Price.
- (c) Where a Take-over Bid that is not a Permitted Bid or Competing Permitted Bid expires, is withdrawn or otherwise terminated after the Separation Time has occurred and prior to the occurrence of a Flip-in Event, the Board of Directors may elect to redeem all of the outstanding Rights at the Redemption Price.
- (d) If the Board of Directors elects to or is deemed to have elected to redeem the Rights (i) the right to exercise the Rights will thereupon, without further action and without notice, terminate and the only

right thereafter of the holders of Rights will be to receive the Redemption Price, and (ii) subject to Section 5.1(f) hereof, no further Rights will thereafter be issued.

- (e) Within 10 Business Days of the Board of Directors electing or having been deemed to have elected to redeem the Rights, the Corporation will give notice of redemption to the holders of the then outstanding Rights by mailing such notice to each such holder at his last address as it appears upon the Rights Register of the Rights Agent, or, prior to the Separation Time, on the register maintained by the Corporation's transfer agent or transfer agents. Each such notice of redemption will state the method by which the payment of the Redemption Price will be made.
- (f) Upon the Rights being redeemed pursuant to Section 5.1(c) hereof, all the provisions of this Agreement will continue to apply as if the Separation Time had not occurred and Rights Certificates representing the number of Rights held by each holder of record of Common Shares as of the Separation Time had not been mailed to each such holder and for all purposes of this Agreement, the Separation Time will be deemed not to have occurred.

5.2 Waiver of Flip-In Events

- (a) The Board of Directors may, at any time prior to the occurrence of a Flip-in Event that would occur by reason of an acquisition of Voting Shares otherwise than pursuant to a Take-over Bid made by means of a take-over bid circular to all holders of Voting Shares or otherwise than in the circumstances set forth in Section 5.2(c) hereof, waive the application of Section 3.1 hereof to such Flip-in Event by written notice delivered to the Rights Agent.
- (b) The Board of Directors may, at any time prior to the occurrence of a Flip-in Event that would occur as a result of a Take-over Bid made by way of a take-over bid circular sent to all holders of Voting Shares, waive the application of Section 3.1 to such Flip-in Event by written notice delivered to the Rights Agent; provided, however, that if the Board of Directors waives the application of Section 3.1 to such a Flip-in Event, the Board of Directors will be deemed to have waived the application of Section 3.1 hereof to any other Flip-in Event occurring by reason of any Take-over Bid which is made by means of a take-over bid circular to all holders of Voting Shares prior to the expiry of any Take-over Bid in respect of which a waiver is, or is deemed to have been, granted under this Section 5.2(b).
- (c) The Board of Directors may waive the application of Section 3.1 hereof in respect of the occurrence of any Flip-in Event if the Board of Directors has determined that a Person became an Acquiring Person by inadvertence and without any intention to become, or knowledge that it would become, an Acquiring Person under this Agreement and, in the event that such a waiver is granted by the Board of Directors, the applicable Voting Share Acquisition Date will be deemed not to have occurred. Any such waiver pursuant to this Section 5.2(c) must be on the condition that such Person, within 14 days after the foregoing determination by the Board of Directors or such earlier or later date as the Board of Directors may determine (the "**Disposition Date**"), has reduced its Beneficial Ownership of Voting Shares such that the Person is no longer an Acquiring Person. If the Person remains an Acquiring Person at the close of business on the Disposition Date, the Disposition Date will be deemed to be the date of occurrence of a further Voting Share Acquisition Date and Section 3.1 hereof will apply thereto.

5.3 Expiration

No Person will have any rights whatsoever pursuant to this Agreement or in respect of any Right after the Expiration Time, except the Rights Agent as specified in Sections 4.1(a) and 4.1(b).

5.4 Issuance of New Rights Certificates

Notwithstanding any of the provisions of this Agreement or of the Rights to the contrary, the Corporation may, at its option, issue new Rights Certificates evidencing Rights in such form as may be approved by the Board of Directors to reflect any adjustment or change in the number or kind or class of securities purchasable upon exercise of Rights made in accordance with the provisions of this Agreement.

5.5 Supplements and Amendments

- (a) The Corporation may from time to time prior to or after the Separation Time supplement or amend this Agreement without the approval of any holders of Rights or Voting Shares in order to correct any clerical or typographical error or to maintain the validity and effectiveness of this Agreement as a result of any change in applicable laws, rules or regulatory requirements.
- (b) Subject to Section 5.5(a) hereof, the Corporation may, with the prior consent of the holders of Rights or Voting Shares, obtained as set forth below, at any time prior to the Separation Time, amend, vary or rescind any of the provisions of this Agreement and the Rights (whether or not such action would materially adversely affect the interest of the holders of Rights generally), in order to effect any amendments, variations or rescissions of any of the provisions of this Agreement which the Board of Directors, acting in good faith, considers necessary or desirable.
- (c) Subject to Section 5.5(a) hereof, the Corporation may, with the prior consent of the holders of Rights obtained as set forth below, at any time after the Separation Time and before the Expiration Time, amend, vary or rescind any of the provisions of this Agreement and the Rights (whether or not such action would materially adversely affect the interest of the holders of Rights generally).
- (d) Any amendments made by the Corporation to this Agreement pursuant to Section 5.5(a) hereof which are required to maintain the validity and effectiveness of this Agreement as a result of any change in any applicable laws, rules or regulatory requirements will:
 - (i) if made before the Separation Time, be submitted to the holders of Voting Shares at the next meeting of holders of Voting Shares and the holders of Voting Shares may, voting as set forth below, confirm or reject such amendment; and
 - (ii) if made after the Separation Time, be submitted to the holders of Rights (voting as set forth below) for confirmation or rejection.

Any such amendment will, unless the Board of Directors otherwise stipulates, be effective from the date of the resolution of the Board of Directors adopting such amendment, until it is confirmed or rejected or until it ceases to be effective (as described in the next sentence) and, where such amendment is confirmed, it will continue in effect in the form so confirmed. If such amendment is rejected by the holders of Voting Shares or the holders of Rights or is not submitted to the holders of Voting Shares or holders of Rights as required, then such amendment will cease to be effective from and after the termination of the meeting at which it was rejected or to which it should have been but was not submitted or if such a meeting of the holders of Rights is not called within 90 days, at the end of such period, and no subsequent resolution of the Board of Directors to amend this Agreement to substantially the same effect will be effective until confirmed by the holders of Voting Shares or holders of Rights as the case may be.

- (e) Notwithstanding anything in this Section 5.5 to the contrary, no supplement or amendment or restatement will be made to the provisions of Article 4 hereof except with the written concurrence of the Rights Agent to such supplement or amendment or restatement.

- (f) Any approval of the holders of Voting Shares required under this Agreement will be deemed to have been given if the action requiring such approval is approved by (i) affirmative votes of the holders of Voting Shares present or represented in person or by proxy and entitled to vote at a meeting of such holders duly held in accordance with applicable laws and the by-laws of the Corporation and representing a majority of the votes cast in respect thereof or (ii) a written instrument signed by holders of over 50% of the outstanding Voting Shares that are held by Independent Shareholders.
- (g) Any approval of the holders of Rights required under this Agreement will be deemed to have been given if the action requiring such approval is authorized by the affirmative votes of the holders of Rights present or represented at and entitled to be voted at a meeting of the holders of Rights and representing a majority of the votes cast in respect thereof. For the purposes hereof, each outstanding Right (other than Rights which are void pursuant to the provisions hereof) will be entitled to one vote, and the procedures for the calling, holding and conduct of the meeting will be those, as nearly as may be, which are provided in the Corporation's by-laws, the OBCA and any applicable law, rule or regulation with respect to meetings of shareholders of the Corporation.
- (h) The Corporation will give notice in writing to the Rights Agent of any supplement, amendment, restatement, deletion, variation or rescission to this Agreement pursuant to this Section 5.5 within five Business Days of the date of any such supplement, amendment, restatement, deletion, variation or rescission, provided that failure to give such notice, or any defect therein, will not affect the validity of any such supplement, amendment, deletion, variation or rescission.

5.6 Fractional Rights and Fractional Common Shares

- (a) The Corporation will not be required to issue fractions of Rights or to distribute Rights Certificates which evidence fractional Rights and no amount will be paid to the registered holders of the Rights Certificates with regard to which such fractional Rights would otherwise be issuable.
- (b) The Corporation will not be required to issue fractions of Common Shares or other securities upon exercise of the Rights or to distribute certificates which evidence fractional Common Shares or other securities. In lieu of issuing fractional Common Shares or other securities, the Corporation will pay to the registered holders of Rights Certificates, at the time such Rights are exercised as herein provided, an amount in cash equal to the fraction of the Market Price of one Common Share or other security that the fraction of a Common Share or other security that would otherwise be issuable upon the exercise of such Right is of one whole Common Share or other security at the date of such exercise.

5.7 Rights of Action

Subject to the terms of this Agreement, all rights of action in respect of this Agreement, other than rights of action vested solely in the Rights Agent, are vested in the respective registered holders of the Rights. Any registered holder of any Rights, without the consent of the Rights Agent or of the registered holder of any other Rights, may, on such holder's own behalf and for such holder's own benefit and the benefit of other holders of Rights, enforce, and may institute and maintain any suit, action or proceeding against the Corporation to enforce such holder's right to exercise such holder's Rights or Rights to which such holder is entitled, in the manner provided in such holder's Rights and in this Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this Agreement and will be entitled to specific performance of the obligations under, and injunctive relief against actual or threatened violations of the obligations of any Person subject to, this Agreement.

5.8 Notice of Proposed Actions

In case the Corporation proposes after the Separation Time and prior to the Expiration Time:

- (a) to waive the application of Section 3.1 hereof to a particular Flip-In Event; or

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- (b) to effect the liquidation, dissolution or winding up of the Corporation or the sale of all or substantially all of the Corporation's assets,

then, in each such case, the Corporation will give to each holder of a Right, in accordance with Section 5.9 hereof, a notice of such proposed action, which will specify the date on which such Flip-In Event, liquidation, dissolution, or winding up is to take place, and such notice will be so given at least 10 Business Days prior to the date of taking of such proposed action by the Corporation.

5.9 Notices

Notices or demands authorized or required by this Agreement to be given or made by the Rights Agent or by the holder of any Rights to or on the Corporation will be sufficiently given or made if delivered or sent by first class mail or by courier, postage prepaid, or sent by facsimile or by other similar means of recorded electronic communication, charges prepaid and confirmed in writing, addressed (until another address is filed in writing with the Rights Agent) as follows:

Data Group Ltd.
9195 Torbram Road
Brampton, Ontario
L6S 6H2

Facsimile: 905-791-1713
Attention: President

Any notices or demands authorized or required by this Agreement to be given or made by the Corporation or by the holder of any Rights to or on the Rights Agent will be sufficiently given or made if delivered or sent by registered or certified mail, postage prepaid, or sent by facsimile or by other similar means of recorded electronic communication, charges prepaid and confirmed in writing, addressed (until another address is filed in writing with the Corporation) as follows:

Computershare Investor Services Inc.
100 University Ave., 8th Floor
Toronto Ontario

Attention: General Manager, Client Services
Fax No.: (416) 981-9800

Notices or demands authorized or required by this Agreement to be given or made by the Corporation or the Rights Agent to or on the holder of any Rights will be sufficiently given or made if delivered or sent by first-class mail, postage prepaid, addressed to such holder at the address of such holder as it appears upon the registry books of the Rights Agent or, prior to the Separation Time, on the registry books of the Corporation for its Voting Shares. Any notice which is mailed or sent in the manner herein provided will be deemed given, whether or not the holder receives the notice.

Any notice given or made in accordance with this Section 5.9 will be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any general interruption of postal service due to strike, lockout or other cause) following the mailing thereof, if so mailed, and on the day of telegraphing, telecopying or sending of the same by other means of recorded electronic communication (provided such sending is during the normal business hours of the addressee on a Business Day and if not, on the first Business Day thereafter). Each of the Corporation and the Rights Agent may from time to time change its address for notice to the other given in the manner aforesaid.

5.10 Declaration as to Non-Canadian Holders

If, in the opinion of the Board of Directors (who may rely upon the advice of counsel) any action or event contemplated by this Agreement would require compliance by the Corporation with the securities laws or comparable

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legislation of a jurisdiction outside of Canada or the United States, the Board of Directors, acting in good faith, will take such actions as they may deem appropriate to ensure that such compliance is not required, including, without limitation, establishing procedures for the issuance to an appropriate Canadian resident acting as a resident agent (a “**Resident Agent**”) of Rights or securities issuable on exercise of Rights, the holding thereof in trust for the Person entitled thereto (but reserving such rights unto the Resident Agent or to the Resident Agent and the Corporation, as the Corporation may determine in its absolute discretion with respect thereto) and the sale thereof and remittance of the proceeds of such sale, if any, to the Persons entitled thereto. In no event will the Corporation or the Rights Agent be required to issue or deliver Rights or securities issuable on exercise of Rights to Persons who are citizens, residents or nationals of any jurisdiction other than Canada or the United States, in which such issue or delivery would be unlawful without registration of the relevant Persons or securities for such purposes.

5.11 Costs of Enforcement

The Corporation agrees that if the Corporation fails to fulfil any of its obligations pursuant to this Agreement, then the Corporation will reimburse the holder of any Rights for the costs and expenses (including legal fees) incurred by such holder to enforce his rights pursuant thereto in any action, suit or proceeding in which a court of competent jurisdiction in a final non-appealable judgment has rendered judgment in favour of the holder.

5.12 Successors

All the covenants and provisions of this Agreement by or for the benefit of the Corporation or the Rights Agent will bind and enure to the benefit of their respective successors and assigns hereunder.

5.13 Benefits of this Agreement

Nothing in this Agreement will be construed to give to any Person other than the Corporation, the Rights Agent and the holders of the Rights any legal or equitable right, remedy or claim under this Agreement; but this Agreement will be for the sole and exclusive benefit of the Corporation, the Rights Agent and the holders of the Rights.

5.14 Governing Law

This Agreement and each Right issued hereunder will be deemed to be a contract made under the laws of the Province of Ontario and for all purposes will be governed by and construed in accordance with the laws of such province applicable to contracts to be made and performed entirely within such Province.

5.15 Language

Les parties aux présentes ont exigé que la présente convention ainsi que tous les documents et avis qui s’y rattachent et/ou qui en découleront soient rédigés en langue anglaise. The parties hereto have required that this Agreement and all documents and notices related thereto and/or resulting therefrom be drawn up in the English language.

5.16 Severability

If any section, clause, term or provision hereof or the application thereof to any circumstance or any right hereunder will, in any jurisdiction and to any extent, be invalid or unenforceable such section, clause, term or provision or such right will be ineffective only as to such jurisdiction and to the extent of such invalidity or unenforceability in such jurisdiction without invalidating or rendering unenforceable or ineffective the remaining sections, clauses, terms and provisions hereof or rights hereunder in such jurisdiction or the application of such section, clause, term or provision or rights hereunder in any other jurisdiction or to circumstances other than those as to which it is specifically held invalid or unenforceable.

5.17 Coming Into Effect; Reconfirmation

- (a) This Agreement will be effective and in full force and effect in accordance with its terms at the Effective Time.
- (b) This Agreement must be reconfirmed by a resolution passed by a majority of greater than 50 percent of the votes cast by all holders of Common Shares who vote in respect of such reconfirmation at the annual meeting of the Corporation to be held in 2014 and at every third annual meeting of the Corporation thereafter. If the Agreement is not so reconfirmed or is not presented for reconfirmation at each such annual meeting, the Agreement and all outstanding Rights will terminate and be void and of no further force and effect on and from the date of termination of such annual meeting; provided that termination will not occur if a Flip-in Event has occurred (other than a Flip-in Event which has been waived pursuant to Section 5.1 hereof), prior to the date upon which this Agreement would otherwise terminate pursuant to this Section 5.17(b).

5.18 Determination and Actions by the Board of Directors

All actions, calculations, interpretations and determinations (including all omissions with respect to the foregoing) which are done or made by the Board of Directors, acting in good faith for the purposes hereof, (a) may be relied on by the Rights Agent, and (b) will not subject the Board of Directors to any liability to the holders of the Rights or to any other parties.

5.19 Time of the Essence

Time is of the essence in this Agreement.

5.20 Disavowal of Liability

Each of the parties hereto acknowledges that the directors of the Corporation are entering into this agreement solely in their capacity as directors of the Corporation and not in any personal capacity, and that the obligations or liabilities (including those arising hereunder or arising in connection herewith or from the matters to which this Agreement relates, if any, including without limitation, claims based on negligence or otherwise tortious behaviour) of the directors, managers, officers or employees of the Corporation hereunder will not be binding upon, nor will resort be had to the property of, any of the holders of securities of the Corporation or any annuitant under a plan of which a holder of Common Shares is a trustee or carrier (an "annuitant"). The obligations or liabilities, if any, of the directors, managers, officers or employees of the Corporation hereunder will be satisfied only out of the property of the Corporation, and no resort may be had to the property of any director, manager, officer or employee of the Corporation. The provisions of this paragraph will enure to the benefit of the heirs, successors, assigns and personal representatives of the directors, managers, officers or employees of the Corporation and of the holders of securities of the Corporation and annuitants and, to the extent necessary to provide effective enforcement of such provisions, the trustees of the Corporation are hereby acknowledged to be acting, and will be entitled to act as, trustees for the holders of securities of the Corporation and annuitants.

5.21 Execution In Counterparts

This Agreement may be executed in any number of counterparts and each of such counterparts will for all purposes be deemed to be an original, and all such counterparts will together constitute one and the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

DATA GROUP LTD.

By: "Paul O'Shea"
Name: Paul O'Shea
Title: Chief Financial Officer

By: _____
Name:
Title:

COMPUTERSHARE INVESTOR SERVICES INC.

By: "Alexander Hoffman"
Name: Alexander Hoffman
Title: Authorized Signatory

By: "Sophie Arcaro"
Name: Sophie Arcaro
Title: Authorized Signatory

Exhibit A

DATA GROUP LTD.

SHAREHOLDER RIGHTS PLAN AGREEMENT

Certificate No. _____

_____ Rights

THE RIGHTS ARE SUBJECT TO TERMINATION ON THE TERMS SET FORTH IN THE SHAREHOLDER RIGHTS PLAN AGREEMENT UNDER CERTAIN CIRCUMSTANCES (SPECIFIED IN SECTION 3.1(b) OF THE SHAREHOLDER RIGHTS PLAN AGREEMENT), RIGHTS BENEFICIALLY OWNED BY AN ACQUIRING PERSON OR CERTAIN RELATED PARTIES OR TRANSFEREES OF AN ACQUIRING PERSON OR CERTAIN RELATED PARTIES MAY BECOME VOID.

Rights Certificate

This certifies that _____ or registered assigns, is the registered holder of the number of Rights set forth above, each of which entitles the registered holder thereof, subject to the terms, provisions and conditions of the shareholder rights plan agreement dated as of the 1st day of January, 2012 as the same may be amended or supplemented from time to time (the “**Rights Agreement**”) between Data Group Ltd. (the “**Corporation**”), a corporation governed by the *Business Corporations Act* (Ontario) and Computershare Investor Services Inc., a company existing under the laws of Canada (the “**Rights Agent**”) (which term will include any successor Rights Agent under the Rights Agreement), to purchase from the Corporation at any time after the Separation Time (as such term is defined in the Rights Agreement) and prior to the Expiration Time (as such term is defined in the Rights Agreement), one fully paid common share of the Corporation (a “**Common Share**”) at the Exercise Price referred to below, upon presentation and surrender of this Rights Certificate with the Form of Election to Exercise (in the form provided hereinafter) duly executed and submitted to the Rights Agent at its principal office in the City of Toronto. The Exercise Price is \$100 per Right, subject to adjustment in certain events as provided in the Rights Agreement.

This Rights Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Rights Agent, the Corporation and the holders of the Rights Certificates. Copies of the Rights Agreement are on file at the registered office of the Corporation.

This Rights Certificate, with or without other Rights Certificates, upon surrender at any of the offices of the Rights Agent designated for such purpose, may be exchanged for another Rights Certificate or Rights Certificates of like tenor and date evidencing an aggregate number of Rights equal to the aggregate number of Rights evidenced by the Rights Certificate or Rights Certificates surrendered. If this Rights Certificate will be exercised in part, the registered holder will be entitled to receive, upon surrender hereof, another Rights Certificate or Rights Certificates for the number of whole Rights not exercised.

Subject to the provisions of the Rights Agreement, the Rights evidenced by this Rights Certificate may be redeemed by the Corporation at a redemption price of \$0.00001 per Right, under certain circumstances at its option.

No fractional Common Share will be issued upon the exercise of any Rights evidenced hereby but in lieu thereof a cash payment may be made, as provided in the Rights Agreement.

No holder of this Rights Certificate, as such, will be entitled to vote or receive dividends or be deemed for any purpose the holder of Shares or of any other securities which may at any time be issuable upon the exercise hereof, nor will anything contained in the Rights Agreement or herein be construed to confer upon the holder hereof, as such, any of the Rights of a shareholder of the Corporation or any right to vote for the election of directors or upon any matter submitted to shareholders at any meeting thereof, or to give or withhold consent to any action, or to receive notice of meetings or

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other actions affecting shareholders (except as provided in the Rights Agreement) or to receive dividends or subscription rights, or otherwise, until the Rights evidenced by this Rights Certificate will have been exercised as provided in the Rights Agreement.

This Rights Certificate will not be valid or obligatory for any purpose until it has been countersigned by the Rights Agent.

[The remainder of this page is intentionally left blank. Signature page follows.]

WITNESS the facsimile signature of an officer of Data Group Ltd.

Date:

DATA GROUP LTD.

By: _____
Name:
Title:

Countersigned:
COMPUTERSHARE INVESTOR SERVICES INC.

By: _____
Authorized Signature

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder desires to transfer the Rights Certificates.)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print name and address of transferee)

this Rights Certificate, together with all right, title and interest therein.

Dated: _____

Signature Guaranteed:

Signature
(Signature must correspond to name as written upon the face of this Rights Certificate in every particular, without alteration or enlargement or any change whatsoever.)

Signature must be guaranteed by a Schedule 1 Canadian Bank, or a financial institution that is a member of a recognized Medallion Guarantee Program. (To be completed if true)

The undersigned hereby represents, for the benefit of all holders of Rights and Common Shares, that the Rights evidenced by this Rights Certificate are not, and, to the knowledge of the undersigned, have never been, Beneficially Owned by an Acquiring Person or an Affiliate or Associate thereof or by any Person acting jointly or in concert with any of the foregoing (as defined in the Rights Agreement).

Dated: _____

Signature

[To be attached to each Rights Certificate]

FORM OF ELECTION TO EXERCISE

TO: DATA GROUP LTD.

AND TO: COMPUTERSHARE INVESTOR SERVICES INC.

The undersigned hereby irrevocably elects to exercise _____ whole Rights represented by the attached Rights Certificate to purchase the Common Shares or other securities, if applicable, issuable upon the exercise of such Rights and requests that certificates for such securities be issued in the name of:

(Name)

(Address)

(Social Insurance, Social Security or Other Taxpayer Identification Number)

If such number of Rights are not all the Rights evidenced by this Rights Certificate, a new Rights Certificate for the balance of such Rights will be registered in the name of and delivered to:

(Name)

(Address)

(Social Insurance, Social Security or Other Taxpayer Identification Number)

Dated: _____

Signature Guaranteed:

Signature
(Signature must correspond to name as written upon the face of this Rights Certificate in every particular, without alteration or enlargement or any change whatsoever.)

Signature must be guaranteed by a Schedule 1 Canadian Bank, or a major Canadian Trust Fund or Medallion Guaranteed by a member of a recognized Medallion Guarantee Program.

(To be completed if true)

The undersigned hereby represents, for the benefit of all holders of Rights and Common Shares, that the Rights evidenced by this Rights Certificate are not, and, to the knowledge of the undersigned, have never been, Beneficially Owned by an Acquiring Person or an Affiliate or Associate thereof or by any Person acting jointly or in concert with any of the foregoing (as defined in the Rights Agreement).

Dated: _____
Signature _____

NOTICE

In the event the certification set forth above in the Forms of Assignment and Election to Exercise is not completed, the Corporation may deem the Beneficial Owner of the Rights evidenced by this Rights Certificate to be an Acquiring Person or an Affiliate or Associate thereof or a Person acting jointly or in concert with any of the foregoing (as defined in the Rights Agreement). No Rights Certificates will be issued in exchange for a Rights Certificate owned or deemed to have been owned by an Acquiring Person or an Affiliate or Associate thereof.

APPENDIX “E”

DATA GROUP LTD.

BOARD OF DIRECTORS

CHARTER

WHEREAS the board of directors (the “**Board**”) of DATA Group Ltd. (the “**Corporation**”) has determined that it would be appropriate for the Board to adopt a written mandate in the form of a charter (“**Charter**”) describing its responsibilities and duties in relation to oversight of the business and affairs of the Corporation and committees of the Board;

AND WHEREAS the Board is appointed by and represents the shareholders of the Corporation and is obligated to act in the best interests of the Corporation;

A. PROCEDURAL MATTERS

1. Members of the Board will serve at the pleasure of the shareholders of the Corporation and the shareholders of the Corporation will elect the Board annually.
2. The Board may appoint such committees from time to time as it considers appropriate in compliance with applicable laws to act on behalf of the Board or make recommendations to the Board with respect to matters to be decided by the Board. If such committees are intended as permanent committees, they will have a charter that defines their responsibilities in relation to the Board and the extent of delegated powers to such committees. The functions of the Board, subject to applicable laws, may be delegated to its committees except where provided otherwise herein.
3. At least a majority in number of the directors will be independent. The Corporate Governance and Compensation Committees of the Board will make recommendations from time to time to the Board as to an appropriate determination of what constitutes an independent director and the Board will annually determine the independent status of each director.
4. The Board will choose a director annually to act as Chair of the Board (the “**Chair**”) who will qualify as an independent director. The Board will provide the Chair with a written mandate.
5. Members of the Board will be entitled to receive such remuneration for acting as members of the Board as may be determined from time to time by the Board on the recommendations of the Corporate Governance Committee of the Board.
6. The Board will, from time to time, evaluate its effectiveness and the effectiveness of its committees with respect to its (and their) contribution to the Corporation and the Board’s representation of the Corporation’s shareholders. The Board will meet *in camera* at each regularly scheduled meeting of the Board and at such other times as the Board may determine for such purpose and for such other purposes as the Board may determine.
7. The Board will consider from time to time its resources, including the adequacy of the information provided to it with respect to oversight of the management of the Corporation and will confer with management with respect to its findings.
8. The functions referred to in sections B1(a), (b), (d), (e), (g), (i), 2 and 3(a) and (b) below will not be delegated.

B. FUNCTIONS

1. General Responsibilities

- (a) The Board will exercise general stewardship responsibilities with respect to the Corporation. Without limitation, stewardship will include the specific responsibilities and duties outlined in this Charter.
- (b) The Board will oversee the management of the Corporation. In doing so, the Board will establish a productive working relationship with the Chief Executive Officer and other officers of the Corporation. On advice from the Corporate Governance Committee, the Board will approve appointment of any person who is to hold an officer position of the Corporation. The Board will receive regular reports from the Chief Executive Officer and Chief Financial Officer of the Corporation on the Corporation's financial performance.
- (c) The officers of the Corporation, headed by the Chief Executive Officer, will be responsible for general day to day management of the Corporation and for making recommendations to the Board with respect to long term strategic, financial, organizational and related objectives.
- (d) The roles and responsibilities of the Board are intended to primarily focus on the formulation of long term strategic, financial and organizational goals for the Corporation. Without limitation, the Board will (i) review and approve the Corporation's financial objectives, short and long-term investment plans for the Corporation and monitor performance in accordance with such plans, (ii) assess the principal risks of the Corporation's investments and ensure appropriate systems are in place to manage such risks, (iii) oversee the communications policies of the Corporation and (iv) monitor the effectiveness of the Corporation's internal control and management information systems to safeguard the Corporation's assets.
- (e) The Board will also approve:
 - (i) dividends for each dividend period in accordance with applicable laws;
 - (ii) significant capital allocations and expenditures;
 - (iii) review and approve all material transactions; and
 - (iv) all matters that would reasonably be expected to have a material impact on shareholders, creditors or employees.
- (f) The Board will oversee ethical behaviour and compliance with laws and regulations (which includes overseeing the choice of critical accounting principles on recommendations from the Audit Committee of the Board).
- (g) With respect to significant risks and opportunities affecting the Corporation, the Board may impose such limits on the investment activity of the Corporation as may be in the interests of the Corporation and its shareholders.
- (h) The Board will annually consider what additional skills and competencies would be helpful to the Board. The identification of specific candidates for consideration will be the responsibility of the Corporate Governance Committee which will be guided by the findings of the Board in relation to competencies and skills. The Board will approve any proposed changes in compensation to be paid to members of the Board on the recommendation of the Corporate Governance Committee.
- (i) The Board will perform such other functions as are prescribed by law and as it may from time to time determine in accordance with the plenary powers of the Board.

2. Relationship with Committees

- (a) The Board will annually assess the charters of its committees.
- (b) The Board will annually appoint a member of each committee to act as Chair of the committee on the advice of the Chair and the Corporate Governance Committee.
- (c) The Board will receive periodic reports from its committees following committee meetings and, annually, a report from each committee as to the work undertaken by the committee and the committee's recommendations, if any, for change with respect to its responsibilities and effectiveness.

3. Financial Reporting and Significant Disclosure Documents




- (a) The Board will review on an ongoing basis the financial and underlying operational performance of the Corporation.
- (b) The Board will review and approve the Corporation's annual information form as well as its annual report and related financial statements and annual management discussion and analysis disclosure. In doing so, the Board will consider the quality and usefulness of the information from the perspective of its shareholders.
- (c) The Board has responsibility for reviewing and approving for release quarterly financial statements and related disclosure.
- (d) The Board will periodically review the means by which shareholders can communicate with the Corporation including the opportunity to do so at the annual meeting, communications interfaces through the Corporation's website and the adequacy of resources available within the Corporation to respond to shareholders.

C. RESOURCES, MEETINGS AND REPORTS

- 1. The Board will have adequate resources to discharge its responsibilities. The Chair will be empowered to engage advisers as may be appropriate from time to time to advise the Chair or the Board with respect to duties and responsibilities.
- 2. The Board will meet not less than four times per year.
- 3. The meetings of the Board will ordinarily include the Chief Executive Officer (if not a director) and the Secretary and will periodically include other senior officers as may be appropriate and as may be desirable to enable the Board to become familiar with the Corporation's management team.
- 4. The Secretary will keep minutes of its meetings in which will be recorded all actions taken by the Board. Such minutes will be made available to Board members at their request and all such minutes will be approved by the Board for entry in the records of the Corporation.
- 5. Members of the Board will have the right, for the purposes of discharging their respective powers and responsibilities, to inspect any relevant records of the Corporation and its subsidiaries.
- 6. Members of the Board, subject to approval of the chair of the Corporate Governance Committee, may retain separate counsel to deal with issues relating to their responsibilities as members of the Board.

HOW TO CAST YOUR VOTE IN SUPPORT OF MANAGEMENT

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| Voting Method | | Beneficial Shareholders If your shares are held with a broker, bank or other intermediary |
|---------------|---|---|
| Internet | @ | www.proxyvote.com |
| Facsimile |  | Complete, date and sign the <u>YELLOW</u> voting instruction form and fax it to the number listed therein. |
| Telephone |  | Call the number listed on your <u>YELLOW</u> voting instruction form and vote using the 12 digit control number provided therein. |
| Mail |  | Complete, date and sign the <u>YELLOW</u> voting instruction form and return it in the enclosed postage paid envelope. |

QUESTIONS OR REQUESTS FOR VOTING ASSISTANCE MAY BE DIRECTED TO THE PROXY SOLICITOR:



NORTH AMERICAN TOLL FREE:
1-877-452-7184

COLLECT OUTSIDE NORTH AMERICA:
1-416-304-0211

EMAIL: ASSISTANCE@LAURELHILL.COM



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