FORM 8-K/A

Current report filing [amend]

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FILER

DIALOG GROUP INC

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Business Address
TWELFTH FLOOR, 257 PARK AVE. SOUTH
NEW YORK NY 10010
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Securities and Exchange Commission
Washington, D.C. 20549

This Amendment adds Exhibits
3(i).10,
10.9, 10.10, 10.11, and 10.12

Form 8-K

(Amendment #1)

Current Report Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of Earliest Event Reported):
June 30, 2005

Dialog Group, Inc.

(Exact name of Registrant as specified in its charter)

Commission File Number 000-30294

Delaware	87-0394290
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

Twelfth Floor, 257 Park Avenue South, New York, NY 10010
(Address of Principal Executive Offices)

212-254-1917
(Registrant's Telephone number, including area code)

Section 1 - Registrant's Business and Operations

Item 1.01 Entry into a Material Definitive Agreement.

Please see Item 2.01 for a description of the Agreements concerning the acquisition of AdValiant, Inc., an Ontario Corporation.

Section 2 - Financial Information

Item 2.01 - Completion of Acquisition of Assets

As of June 30, 2005, Dialog Group, Inc., the Registrant, and its wholly owned subsidiary, AdValiant Acquisition Corp entered into an Agreement for Merger with AdValiant, Inc., an Ontario corporation, AdValiant USA, Inc. a Delaware corporation, and their shareholders, Empire Media, Inc., a Delaware corporation, and Matt Wise and Jivan Manhas, two Canadian citizens. There is no pre-existing relationship between Dialog Group and its affiliates and AdValiant and its shareholders except that Empire Media is a minor shareholder of Dialog Group.

AdValiant Inc. is a provider of affiliate marketing and lead generation services based on the cost-per-action and cost-per-lead model. With their in-house, proprietary tracking technology, AdValiant provides a suite of advertising and marketing tools for both advertisers and publishers. AdValiant offers advertisers fast direct marketing results and return on investment. For publishers, AdValiant offers top performing campaigns that maximize inventory earnings.

AdValiant has several different revenue streams, including co-registration lead generation, direct marketing, media buying, and search engine optimization services.

The acquisition was accomplished by a statutory merger between Dialog Group's subsidiary, AdValiant Acquisition Corp., and a newly formed United States holding company, AdValiant USA, Inc. Prior to the merger, AdValiant USA had subscribed for all of the Class A multiple voting shares of AdValiant and AdValiant had reorganized its capital by changing all of its outstanding common shares into Exchangeable Shares each of which entitled the holder to exchange their Exchangeable Shares of AdValiant for shares of AdValiant USA. Also prior to the merger, AdValiant USA issued, for the benefit of holders of AdValiant Exchangeable Shares, Class A Common Stock of AdValiant USA.

As a result of the merger, the AdValiant Exchangeable Shares are now exchangeable for a total of 336,685,584 shares of Dialog Group common stock. In addition Dialog Group issued 400 shares of its new class F preferred special voting stock to the holders of the AdValiant USA class A Common. Each of these shares has voting power equal to 841,714 shares of Dialog Group common stock.

Certificates for Exchangeable Shares exchangeable for 242,514,188 shares of Dialog Group common stock and 300 shares of the Class F Special Voting Stock will be held in escrow pending their distribution pursuant to the merger agreement. The formula for release, described more completely in the Merger Agreement attached as Exhibit 10.9, provides for release of Exchangeable Shares exchangeable for 3,366,856 shares of Dialog Group common stock and four (4) shares of Class F Special Voting Stock for each $24,000 of gross profit generated by AdValiant.

After the closing, Wise and Manhas will be employed by AdValiant for $90,000 per year.

Promptly after the consummation of the transaction, Peter Bordes, the controlling shareholder of Empire Media, Inc. will join Dialog Group's Board of Directors.

Section 3 - Securities and Trading Markets

Item 3.02 Unregistered Sales of Equity Securities

In connection with the transaction reported in Item 2.01, Dialog Group issued 400 shares of its newly created Class F Special Voting Preferred Stock. The Special Voting Preferred pays no dividend and has a liquidation preference of $0.001 per share. Each share of the Special Voting Preferred has the voting power equal to 841,714 shares of Dialog Group common stock. Generally, these votes would be counted with the votes of the common shares and not as a separate class.

In addition, under the terms of AdValiant's Exchangeable Shares, AdValiant's former owners may exchange their shares for a total of 336,685,584 shares of Dialog Group common stock.

There were no cash proceeds derived from this transaction.

The three investors named above each represented themselves in writing to be purchasing the Exchangeable Shares and any Dialog Group Shares issued in exchange for them for their own investment and without a view to redistribution. They agreed to restrictions on resale placed with the Company's transfer agent and the printing of a legend on each certificate. Because of these factors, this sale and the exchange is exempt from registration under the Securities Act under section 4(2) as not involving a public distribution.

Section 5 - Corporate Governance and Management

Item 5.01 Changes in Control of Registrant.

As a result of the transaction reported in Item 2.01, Empire Media, Inc, Matthew Wise, and Jivan Manhas now have the power to cast 42,085,700, 21,042,850, and 21,042,850 votes, respectively, on all matters effecting Dialog Group. In addition, Peter Bordes, who controls Empire Media, will be joining Dialog Group's board of directors. As a result, Messrs Bordes, Manhas, and Wise should now be considered as among the control people of Dialog Group.

Section 9 - Financial Statements and Exhibits

Item 9.01 Financial Statements and Exhibits

(a) The Financial Statements of business acquired.

The required statements will be filed by amendment prior to September 13, 2005.

(b) Pro forma financial statements.

The required statements will be filed by amendment prior to September 13, 2005.

(c) Exhibits:

Exhibit Number	Description of Exhibit
3(i).10	Certificate of Designation of Class F Special Voting Shares
10.9	Agreement for Merger (this "Agreement") is dated as of June 30, 2005 and is among Dialog Group, Inc., a Delaware corporation ("DGI"), AdValiant Acquisition Corp. ("Acquisition"), a Delaware corporation, AdValiant, Inc., an Ontario corporation ("AdValiant"), AdValiant USA, Inc. a Delaware corporation ("AdValiant USA"), and Empire Media, Inc., a Delaware corporation ("Empire"), Matthew Wise, and Jivan Manhas, (the last three are collectively referred to as the "Shareholders").
10.10	AdValiant, Inc., an Ontario Corporation - Certificate of Amendment to create the Exchangeable Shares
10.11	Voting and Exchange Trust Agreement
10.12	Support Agreement

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this amendment to this report to be signed on its behalf by the undersigned hereunto duly authorized.

DIALOG GROUP, INC.

Date: July 8, 2005

By: /s/ Peter DeCrescenzo

Peter V. DeCrescenzo, President & CEO

Title

INDEX TO EXHIBITS

Exhibit Number	Page Number	Description
3(i).10	E - 1	Certificate of Designation of Class F Special Voting Shares
10.9	E - 4	Agreement for Merger (this “Agreement”) is dated as of June 30, 2005 and is among Dialog Group, Inc., a Delaware corporation (“DGI”), AdValiant Acquisition Corp. ("Acquisition"), a Delaware corporation, AdValiant, Inc., an Ontario corporation (“AdValiant”), AdValiant USA, Inc. a Delaware corporation (“AdValiant USA”), and Empire Media, Inc., a Delaware corporation (“Empire”), Matthew Wise, and Jivan Manhas, (the last three are collectively referred to as the “Shareholders”).
10.10	E - 31	AdValiant, Inc., an Ontario Corporation - Amendment to create the Exchangeable Shares
10.11	E - 51	Voting and Exchange Trust Agreement
10.12	E - 87	Support Agreement

Exhibit 3(i).10

CERTIFICATE OF DESIGNATION

of

CLASS F VOTING PREFERRED STOCK

of

DIALOG GROUP, INC.

(Pursuant to Section 151 of the
Delaware General Corporation Law)

Dialog Group, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), hereby certifies that the following resolutions were adopted by the Board of Directors of the Corporation pursuant to Section 151 of the Delaware General Corporation Law:

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors of this Corporation (the "Board of Directors" or the "Board") in accordance with the provisions of its Certificate of Incorporation, the Board of Directors hereby creates a series of the Corporation's previously authorized Preferred Stock, $0.001 par value (the "Preferred Stock"), and hereby states the designation and number of shares, and fixes the relative rights, preferences, privileges, powers and restrictions thereof as follows:

Class F Voting Preferred Stock

1. *Designation and Amount.* The designation of this series, which consists of 400 shares of Preferred Stock, is "Class F Voting Preferred Stock" (the "Class F Preferred Stock").

2. *Dividends and Distributions.* The holder of Class F Preferred Stock shall not be entitled to receive any dividends and distributions.

3. *Voting Rights*.

3.1 Each share of Class F Preferred Stock shall entitle the holder thereof to a number of votes equal to 1/400th of the number of Exchangeable Shares of AdValiant, Inc. an Ontario corporation, outstanding from time to time which are not owned by the Corporation or any of its direct or indirect subsidiaries. The number of votes shall be adjusted to reflect any consolidation or reclassification of the DGI Common Stock. The holders of the Class F Preferred Stock shall be entitled to notice of any stockholder's meeting in accordance with the Bylaws of the Corporation.

3.2 Except as otherwise provided herein or by law, the holder of the Class F Preferred Stock and the holders of Common Stock shall vote together as one class on all matters submitted to a vote of shareholders of the Corporation.

3.3 Except as set forth herein, the holders of the Class F Preferred Stock shall have no special voting rights, and its consent shall not be required (except to the extent it is entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

4. *Reacquired Shares.* If the Class F Preferred Stock should be purchased or otherwise acquired by the Corporation in any manner whosoever , then the Class F Preferred Stock shall be retired and cancelled promptly after the acquisition thereof. Such share shall upon its cancellation, and upon the taking of any action required by applicable law, become an authorized but unissued preferred share and may be reissued as part of a new Class F of preferred shares to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth in the Certificate of Incorporation.

5. *Liquidation Preference.* In the event of a liquidation, dissolution or winding up of the Corporation ("Liquidation"), whether voluntary or involuntary, the holder of Class F Preferred Stock shall be entitled to receive out of the assets of the Corporation, whether such assets are capital or surplus of any nature, an amount equal to the sum of (i) the dividends declared but not paid thereon to the date of the final distribution to such holder, and (ii) $0.001 per share, and no more, before any payment shall be made or any assets distributed to the holders of shares of Common Stock but after any other class or series of the Corporation's capital stock. The entire assets of the Corporation available for distribution, after the liquidation preferences of all other classes or series of capital stock are fully met, shall be distributed ratably among the holders of shares of any Common Stock and Class F Preferred Stock in proportion to the respective accrued and unpaid dividends and preferential amounts to which each is entitled (but only to the extent of such accrued and unpaid dividends and preferential amounts) when such assets are not sufficient to pay in full the aggregate amounts payable thereon. Neither a consolidation nor merger of the Corporation with another corporation nor a sale or transfer of all or part of the Corporation's assets for cash, securities or other property will be considered a liquidation, dissolution or winding up of the Corporation.

6. *No Conversion.* The Class F Preferred Stock shall not be convertible into or exchangeable for any other class or series of capital stock, or any other securities, of the Corporation or any other corporation.

7. *Redemption.* The Class F Preferred Stock shall not be subject to redemption by the Corporation until such time as there are no Exchangeable Shares outstanding which are not owned by the Corporation or any of its direct or indirect subsidiaries, and thereafter may be redeemed at any time by the Corporation, out of funds legally available for a stock redemption, for cash, at a price per share equal to the sum of $0.001 plus any declared and unpaid dividends, upon giving 30 days' written notice to the holder of record of the Class F Preferred Stock at the address of such holder set forth in the stock books of the Corporation. No sinking fund shall be provided for the purchase or redemption of Class F Preferred Stock.

8. *Cancellation.* At such time as (1) the Class F Preferred Stock entitles its holder to a number of votes equal to zero because there are no Exchangeable Shares of AdValiant outstanding which are not owned by the Corporation or any of its direct or indirect subsidiaries, and (2) there is no share of stock, warrant, option or other agreement, obligation or commitment of AdValiant which by its terms could require AdValiant to issue any Exchangeable Shares to any person other than the Corporation or any of its direct or indirect subsidiaries, then the Class F Preferred Stock shall thereupon be retired and cancelled promptly thereafter. Each share shall upon its cancellation, and upon the taking of any action required by applicable law, become an authorized but unissued preferred share and may be reissued as part of a new series of preferred shares to be created by resolution or resolutions of the Board of Directors, subject to the conditions and restrictions on issuance set forth in the Certificate of Incorporation.

9. *Rank.* The Class F Preferred Stock shall rank *pari passu* with the Common Stock, as to payment of dividends and below all classes of Preferred Stock as to distribution of assets upon Liquidation to the extent provided in Section 5 hereof.

IN WITNESS WHEREOF, this Certificate of Designation is executed on behalf of the Corporation by the undersigned this 30th day of June, 2005.

DIALOG GROUP, INC.

By: /s/ Mark Alan Siegel
Mark Alan Siegel, Secretary

Exhibit 10.9

AGREEMENT FOR MERGER

This Agreement for Merger (this "Agreement") is dated as of June 30, 2005 and is among Dialog Group, Inc., a Delaware corporation ("DGI"), AdValiant Acquisition Corp. ("Acquisition"), a Delaware corporation, AdValiant Inc., an Ontario corporation ("AdValiant"), AdValiant USA, Inc. a Delaware corporation ("AdValiant USA"), and Empire Media, Inc., a Delaware corporation ("Empire"), Matthew Wise, and Jivan Manhas, (the last three are collectively referred to as the "Shareholders"). The foregoing are collectively referred to as the "Parties".

RECITALS

1. The parties have engaged in due diligence, including the exchange of the materials listed on Schedule R-1 ("Disclosures"). Those Disclosures provided by AdValiant are referred to herein as "AdValiant Disclosures" and those Disclosures provided by DGI are referred to herein as "DGI Disclosures."

2. As of the date hereof, AdValiant's outstanding capital structure ("AdValiant Equity") consists of 100 common shares, no par value, ("AdValiant Common"). The current holders of the equity securities are listed on Schedule R-2 (C).

3. Prior to the Initial Closing Date, AdValiant will reorganize its capital structure (the "Reorganization") by creating a new class of multiple voting shares and certain shares exchangeable for common shares of AdValiant USA (the "Exchangeable Shares"), changing each outstanding common share in the capital of AdValiant to Exchangeable Shares and canceling all authorized and un-issued common shares of AdValiant.

4. AdValiant, AdValiant USA, DGI, and the Shareholders will make appropriate provision and establish procedures to support the obligations of AdValiant under the share provisions of the Exchangeable Shares.

5. The Shareholders, in reliance upon the DGI Disclosures, desire, as beneficial holders of all of the voting stock of AdValiant USA and the right to receive all of the common stock of AdValiant USA on the exercise of the Exchangeable Shares, that AdValiant USA merge with Acquisition, a wholly owned subsidiary of DGI (the "Merger"), and, following the Merger, become entitled to receive the equity securities of DGI described below on the exercise of the Exchangeable Shares.

6. DGI, in reliance upon the AdValiant Disclosures, desires to merge Acquisition with AdValiant USA pursuant to, and in accordance with, the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Recitals set forth above are true and correct and incorporated herein as if fully set forth and further agree as follows:

AGREEMENT

ARTICLE I. THE PARTIES

Section 1.01. The Parties

(a) DGI is a publicly traded Delaware corporation having a business office at 257 Park Avenue South, 12th Floor, New York, NY 10010.

(b) AdValiant is an Ontario corporation having a business office at 2 St. Clair Avenue East, Suite 800, Toronto, Ontario, Canada M4T 2T5.

(c) Acquisition is a Delaware corporation having a business office at 257 Park Avenue South, 12th Floor, New York, NY 10010.

(d) AdValiant USA is a Delaware corporation having a business office at 62 White Street, Suite 3E, New York, NY 10013.

(e) The Shareholders' equity interests are listed on Schedule R-2(C). They are United States or Canadian citizens or entities formed under the laws of states in the United States. Schedule R-2(C) sets forth the following information.

(i) Their name, residence address, notice address, business telephone,

(ii) The number and class of shares each Shareholder owns prior to the Reorganization.

(iii) The amount of any debt owed by AdValiant to each person listed.

(iv) The name and style in which they wish their Exchangeable Shares to be issued and the address they wish to be shown on AdValiant's records.

(v) Their Portion, which shall equal the number of common shares of AdValiant they owned prior to the Reorganization, divided by the total number of common shares of AdValiant shown on the Schedule.

Section 1.02. Assignment

(a) No party may assign its rights under this Agreement to another party. Notwithstanding the foregoing, DGI may assign some of its rights under this Agreement to Acquisition to the extent necessary to consummate the transactions contemplated hereby. No assignment shall relieve DGI of its obligations under this Agreement.

(b) For purposes of this Section 1.02, an assignment includes the purchase or sale of over 50% of the voting securities of DGI or AdValiant.

ARTICLE II. PRE-MERGER TRANSACTIONS

Section 2.01 The Reorganization

Prior to the Initial Closing hereunder, the Shareholders shall cause Ad Valiant to be reorganized as follows:

(a) Before the Initial Closing Date, AdValiant shall file articles of amendment in the form of Schedule 2.01(a) ("AdValiant Amendment") to create an unlimited number of Class A Common Shares ("AdValiant Class A") and exchangeable shares ("AdValiant Exchangeable Shares").

(b) Immediately after AdValiant obtains a certificate of amendment under the *Business Corporations Act* (Ontario) effecting the AdValiant Amendment and prior to the Initial Closing, AdValiant shall issue 800,000 AdValiant Class A to AdValiant USA for cash consideration of US $1,000.

(c) Prior to the Initial Closing, AdValiant shall issue to the Shareholders a total number of Exchangeable Shares for their AdValiant Common Shares equal to the number of total Diluted Outstanding Shares (as defined below).

(d) Prior to the Initial Closing: (i) the Parties shall enter into the Voting and Exchange Trust Agreement substantially in the form attached as Schedule 2.01(e)(i); and (ii) AdValiant USA, DGI and AdValiant shall enter into the Support Agreement substantially in the form attached as Schedule 2.01(e)(ii).

Section 2.02 Approval of the AdValiant Reorganization

Each of the Shareholders agrees to vote at meetings of the holders of each class of shares of AdValiant all shares of AdValiant owned by that Shareholder (or to execute a written resolution in lieu thereof) in favor of the approval of the Reorganization and the filing of the articles of amendment in furtherance of the completion of the Reorganization

Section 2.03 AdValiant USA Class Special Voting Shares

(a) By the business day preceding the Initial Closing Date, AdValiant USA shall have amended its certificate of incorporation to create a second class of stock to be known as Special Voting Shares with the rights and privileges, and conditions as set forth in Schedule 2.03(a).

(b) By the business day preceding the Initial Closing Date, AdValiant USA shall have issued 100 shares of its Special Voting shares to Empire as trustee under the Voting and Exchange Trust Agreement ("Trustee") for the beneficial holders of the Exchangeable Shares.

Section 2.04 DGI Special Voting Shares

By the business day preceding the Initial Closing Date, DGI shall have amend its certificate of incorporation to create a class of voting preferred stock ("DGI Special Voting Shares") with the rights, privileges, restrictions and conditions set out in Schedule 2.04.

ARTICLE III. THE MERGER

Section 3.01. The Merger

On the Effective Date, and subject to any approvals required by this Agreement or by law, AdValiant USA shall merge with Acquisition.

Section 3.02. The Effective Date

The Effective Date shall be the date on which the Certificate of Merger is filed with and accepted by the state of Delaware or June 30th, 2005 which ever is later.

Section 3.03. The Certificate of Merger

At the Initial Closing Conference, AdValiant USA and Acquisition shall execute a Certificate of Merger in the form satisfactory to counsel for the parties.

Section 3.04 The Required Vote

At a meeting of the AdValiant USA stockholders, or by written consent, the Shareholders shall instruct the trustee to vote or consent to approve the Merger contemplated by this Agreement.

Section 3.05 Post Merger Leadership of AdValiant

After the merger, the directors of the surviving corporation and of AdValiant shall be designated by DGI. The Officers shall initially be the individuals designated on Schedule 3.05.

ARTICLE IV. THE SHARE EXCHANGE

Section 4.01. DGI Stock

(a) As a group, the AdValiant Shareholders will be entitled exchange their Exchangeable Shares for the number of shares of DGI common stock, $0.001 par value ("DGI Common") equal to the "Diluted Outstanding Shares", as set forth on Schedule 4.01(a)(1). At the Initial Closing, 252,514,188 Exchangeable Shares shall be placed in escrow pursuant to Section 8.01.

(b) At any time, the AdValiant Shareholders, as a group, shall be entitled to exchange all their Exchangeable Shares for 336,685,584 shares of DGI Common. 84,171,396 Exchangeable Shares shall be available for exchange immediately and 252,514,188 Exchangeable Shares shall be held initially in escrow pursuant to the Escrow Agreement.

(c) The DGI Common and the DGI Special Voting Shares are collectively referred to as the "DGI Stock".

(d) Each Shareholder shall receive, at each Closing, the part of the Exchangeable Shares then released from escrow equal to their Portion as shown on Schedule R-2(C).

(e) No fractional shares shall be issued. Any fractions shall not be settled in cash but shall be eliminated by rounding to the closest whole number.

Section 4.02. DGI Special Voting Shares

Each Special Voting Share of AdValiant USA shall, upon consummation of the Merger, be exchanged for four (4) DGI Special Voting Shares. 300 of the DGI Special Voting Shares shall be held initially in escrow pursuant to the Escrow Agreement (as defined in Section 8.01).

Section 4.03. Distribution of Exchangeable Shares

The Exchangeable Shares held in escrow shall be in accordance with the following:

(a) The number of Exchangeable Shares ("Final Number") to be released from escrow shall be determined in accordance with subsection 4.03(a)(i) through (vi).

(i) The Final Number shall equal (x) one (1%) percent of the "Diluted Outstanding Shares", as set forth on Schedule 4.03(a)(i), for every Twenty-four Thousand ($24,000) US Dollars of (1) "Gross Profit" derived from "Qualified Sales" for the twelve (12) months commencing June 1, 2005 plus (2) one- half of (A) DGI's sales of "Adialogin" and any other DGI products agreed to in writing by DGI and the Shareholders less (B) the cost of goods associated with those products minus (y) 84,171,396.

(ii) Notwithstanding the foregoing, the Final Number shall be reduced or increased by the amount by which the difference between AdValiant's current assets and its current liabilities, as reflected in the "June 30 Balance Sheet" (as determined in accordance with Section 8.03(c)), is less or more than $83,000. The June 30 Balance Sheet shall be compiled accordance with United States generally accepted accounting principles on a basis consistent with the March 31, 2005 Balance Sheet (the "Reference Balance Sheet") through full application, to the extent possible, of the judgements, accounting methods, policies, practices, procedures, classifications and estimation methodology used to prepare the Reference Balance Sheet.

(iii) Gross Profit is Qualified Sales less affiliate commission payments

(iv) Qualified Sales are the "Collected Sales" from July 1, 2005 to June 30, 2006.

(v) Collected Sales means all revenue recognized from AdValiant products on or prior to June 30, 2006 and collected by August 31, 2006. With respect to any intermediate period for which a calculation is made, Collected Sales include revenue recognized through the end of that period and collected within 60 days of that date.

(vi) Following resolution of any dispute arising out of the calculation of the Final Number, any Exchangeable shares remaining in the escrow after the Fourth Supplemental Closing shall be cancelled.

(b) At each Supplemental Closing Conference, the number of Exchangeable Shares to be distributed from escrow to the shareholders shall be determined as follows:

(i) The amount of Gross Profit from July 1, 2005 through September 30, 2005, December 31, 2005, March 31, 2006, or June 30, 2006, which ever most recently occurred, shall be calculated.

(ii) The amount by which the Gross Profit calculated for that Supplemental Closing exceeds the greater of $600,000 or the amount of Gross Profit calculated for the immediately preceding Supplemental Closing shall be divided by $24,000.

(iii) Except for the Final Supplemental Closing, the whole number quotient, without regard to any remainder, shall equal the number of one (1%) percent portions of the Diluted Outstanding Shares to be issued to the Shareholders at that Supplemental Closing. At the Final Supplemental Closing, the sum of all remainders shall be divided by 0.00712831 and that number of shares shall be issued to the Shareholders

Section 4.04. Distribution of DGI Special Voting Stock

(a) At the Initial Closing Conference, certificates evidencing one hundred (100) shares of the DGI Special Voting Shares shall be delivered to the Trustee and 300 of the DGI Special Voting Shares shall be placed in escrow.

(b) At each Supplemental Closing Conference, additional DGI Special Voting Shares shall be distributed from escrow to the Trustee. The number of shares to be distributed shall be determined as follows:

(i) The amount of Gross Profit from July 1, 2005 through September 30, 2005, December 31, 2005, March 31, 2006, or June 30, 2006, which ever most recently occurred, shall be calculated.

(ii) The amount by which the Gross Profit calculated for that Supplemental Closing exceeds the greater of $600,000 or the amount of Gross Profit calculated for the immediately preceding Supplemental Closing shall be divided by $24,000.

(iii) At each Supplemental Closing, the whole number quotient, without regard to any remainder, multiplied by four (4) shall equal the number of DGI Special Voting Shares to be issued to the Trustee at that Supplemental Closing.

(iv) Following resolution of any dispute arising out of the calculation of the Final Number, any DGI Special Voting Shares remaining in the escrow after the Fourth Supplemental Closing shall be cancelled.

ARTICLE V. REPRESENTATIONS

Section 5.01. AdValiant's and Shareholders' Representations

AdValiant and the Shareholders, jointly and severally, represent to DGI as follows:

(a) AdValiant is a corporation validly existing and in good standing under the laws of the Ontario Business Corporations Act. It has no subsidiaries.

(b) As of the Initial Closing Date, AdValiant is the only subsidiary of AdValiant USA. AdValiant USA is a corporation validly existing and in good standing under the laws of the State of Delaware.

(c) The AdValiant Disclosures include true and complete copies of all AdValiant's charter documents, by-laws, and any amendments thereto. Prior to the Reorganization, the AdValiant Common was AdValiant's only equity security. No rights to obtain any exist. No other rights, other than the Exchangeable Shares, to acquire any class of AdValiant or AdValiant USA equity exist.

(d) The execution, delivery, and performance of this Agreement and all other agreements or documents to be delivered by AdValiant, AdValiant USA, and the Shareholders hereunder and the consummation of the transactions contemplated by this Agreement and the other agreements or documents to be executed or delivered by AdValiant, AdValiant USA, and the Shareholders have been duly authorized by all necessary corporate action by AdValiant's Board of Directors and AdValiant USA's Board of Directors (as of the Initial Closing Date), and the Shareholders, and will not contravene any provisions of law, an order of any court or other agency of government, or of either corporation's Certificate of Incorporation or bylaws. Any consents, approvals, authorizations, registrations, or qualifications with any person, bank, or any governmental body, or court having the authority or power to regulate, supervise, or direct the business and affairs of AdValiant or AdValiant USA that are necessary for the consummation of the transactions specified in this Agreement shall have been obtained prior to the Initial Closing Date. Nothing in any agreement to which AdValiant or AdValiant USA is a party prohibits the execution or implementation of this Agreement.

(e) This Agreement constitutes the legal, valid, and binding obligation of AdValiant, AdValiant USA (as of the Initial Closing Date), and the Shareholders and is enforceable against them in accordance with its terms, subject only to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws relating to or affecting creditors' rights generally and court decisions with respect thereto, and the award by courts of money damages rather than specific performance of contractual provisions involving matters other than the payment of money.

(f) The lists, copies, and other information provided on the Schedules, or delivered pursuant to this Agreement, are accurate and complete in every material respect. Any agreement from which AdValiant derives more than five (5%) percent of its revenues or profits (the "Material Agreements") is listed on 5.01(f). Copies of the Material Agreements are included in the AdValiant Disclosures.

(g) With respect to any agreements, including the Material Agreements, delivered as part of the AdValiant Disclosures or referred to in any Schedule, (i) AdValiant is not in default of any agreement in any material respect, (ii) neither the Shareholders, AdValiant, nor AdValiant USA know of any state of facts that, with the giving of notice or the passage of time, or both, would give rise to a default under any Material Agreement that would have a material adverse effect on AdValiant's business, and (iii) to the best of the Shareholders and AdValiant's knowledge, no other party to any agreement is in default thereof (except as may be provided on the applicable Schedule).

(h) To the knowledge of the Shareholders or AdValiant, AdValiant has all rights to use the domain names, patents, trade names, trademarks, service marks or other intellectual property currently used in the operation of the AdValiant's business ("AdValiant Rights"). AdValiant Rights are listed on Schedule 5.01(h). AdValiant owns all the AdValiant Rights free and clear of any liens, claims, or other title defects, except as listed on Schedule 5.01(h). AdValiant has the full power and right to transfer title to the AdValiant Rights without the consent of any other person.

(i) AdValiant has not received notification of infringement from any person with respect to any AdValiant Right, and neither AdValiant nor the Shareholders is aware of a basis for any claim. To the Shareholders' or AdValiant's knowledge, no right or other trademark, service mark, or trade name used by AdValiant in connection with its business infringes any trademark, service mark, or trade name of another person in any country in which the trademark, service mark, or trade name is used.

(j) Set forth in Schedule 5.01(j) is a list of each piece of AdValiant's equipment ("Equipment") that is used in its business, owned or leased by it, with a fair market value in excess of $999. The Equipment (except for any Equipment that is held pursuant to leases or licenses as described in Schedule 5.01(j)) is owned free and clear of all liens, mortgages, security interests, pledges, charges and encumbrances (except for (i) liens for current debts not yet due, (ii) disclosed in Schedule 5.01(j), or (iii) disclosed on the Financial Statements provided in Schedule 5.01(m)). AdValiant is not in default under any lease for the Equipment and knows of no state of facts that, with the giving of notice or the passage of time, or both, would give rise to a default under any lease for the Equipment.

(k) The Equipment is in substantially good operating condition and repair, excluding ordinary wear and tear, taking into consideration the age and prior use of same, and is, to the best of AdValiant's knowledge, in compliance with all applicable laws, regulations, orders, and ordinances. The value of fixed assets used in AdValiant's business has not been written up.

(l) AdValiant's insurance policies ("Insurance Policies") are listed on Schedule 5.01(l), which sets forth each policy's carrier, the amount of coverage, its expiration date, and the date through which premiums have been paid. All Insurance Policies are now in full force and effect.

(m) AdValiant's financial statements ("Financial Statements") are listed on Schedule 5.01(m). True and complete copies of the Financial Statements have been included in the Disclosures. Each of the Financial Statements is true and correct in all material respects. Each item therein was prepared in accordance with generally accepted accounting principles, consistently applied, and present fairly in all material respects the financial condition and operating results of AdValiant as of the dates and during the periods indicated therein. There has been no material change in the financial condition or the operations of AdValiant that is not reflected in the Financial Statements or otherwise disclosed in this Agreement.

(n) The Shareholders know of no obstacle to the completion of an annual audit of AdValiant for 2004 within the time required by the Securities and Exchange Commission ("SEC").

(o) Canada Revenue Agency has not audited AdValiant's tax returns.

(p) (i) AdValiant has duly and timely filed, where required, all federal, provincial, and local tax returns required to be filed, including income, employment, and sales and use tax returns, and has paid all taxes shown as due and payable on the returns, all deficiencies and assessments notice of which has been received, all other taxes, and all governmental charges, duties, penalties, interest and fines (collectively, "Other Charges") due and payable on or before the date of this Agreement.

(ii) There are no agreements, waivers, or other arrangements providing for an extension of time with respect to the filing of any tax returns by AdValiant or for the payment by, or assessment against, any tax, deficiency, assessment or Other Charge.

(iii) There are no suits, actions, claims, audits, investigations, inquiries or proceedings pending against AdValiant in respect of any unpaid taxes, deficiencies, assessments or Other Charges, and there are no such threatened suits, actions, claims, audits, investigations or inquiries.

(q) AdValiant is not in arrears in the payment of federal and provincial payroll and employee withholding taxes, Canada Pension Plan contributions, employment insurance premiums, workers' compensation premiums, real estate taxes and assessments, Provincial Sales Taxes, and Goods and Services Taxes. AdValiant has withheld or collected from each payment made to each of its employees the amount of all taxes required to be withheld or collected there from and has paid the same to the appropriate governmental entity.

(r) AdValiant is not a party to any civil litigation or arbitration proceeding except as listed on Schedule 5.01(r), or otherwise disclosed to DGI. AdValiant and the Shareholders have no knowledge of, nor has it received notice of, any criminal, regulatory, or compliance proceedings or threatened proceedings from or by any government or governmental entity or agency except as listed on Schedule 5.01(r). AdValiant has provided, or will provide prior to the Initial Closing Date, DGI with a summary of the proceedings listed on the Schedule or otherwise disclosed to DGI.

(s) (i) The Shareholders are acquiring the DGI Stock upon exercise of the Exchangeable Shares for investment and not with a view towards distribution. They acknowledge and understand that they each must bear the economic risk of an investment in the Exchangeable Shares being acquired pursuant hereto and the DGI Stock for which they can be exchanged for an indefinite period of time since these securities have not been registered under the Act and, therefore, cannot be sold unless they are either subsequently registered under the Act or an exemption from such registration is available and favorable opinions of counsel in form and substance satisfactory to DGI to that effect are obtained. The certificates representing the Exchangeable Shares and any DGI Stock issued on exercise of the Exchangeable Shares (unless such securities have been registered) shall bear on their face the following legend:

The shares represented by this Certificate have not been registered under the Securities Act of 1933 (the "Securities Act"), as amended. These shares have been acquired for investment and not for distribution or resale. They may not be mortgaged, pledged, hypothecated or otherwise transferred without an effective registration statement for such shares under the Securities Act or an opinion of counsel acceptable to the Corporation that such registration is not required.

(ii) AdValiant and the Shareholders, taking into account the personnel and resources they can practically bring to bear on the purchase of the DGI Stock contemplated hereby, are knowledgeable, sophisticated, and experienced in making, and are qualified to make, decisions with respect to investments presenting an investment decision like that involved in the purchase of the Exchangeable Shares.

(iii) AdValiant and the Shareholders have had the opportunity to ask questions of, and receive answers from, representatives of DGI or persons acting on its behalf concerning the terms and conditions of the proposed investment in the Exchangeable Shares, have had the opportunity to obtain additional information necessary to verify the accuracy of information previously furnished about DGI, and have requested, received, reviewed and considered all information they deem relevant in making an informed decision with respect to the purchase of Exchangeable Shares.

(iv) Empire Media, Inc is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Act.

(t) Each of the Schedules described in this Section 5.01 is certified by AdValiant and the Shareholders as being true and complete in every material respect as of the date hereof. None of the representations, warranties, covenants or agreements by AdValiant or the Shareholders in this Agreement, the AdValiant Disclosures, or in any document, certificate, or schedule furnished or to be furnished pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements of facts contained therein not misleading.

(u) All statements contained in any certificate or other instruments delivered by or on behalf of the AdValiant pursuant hereto or in connection with the transactions contemplated hereby shall be deemed a representation and warranty of the AdValiant and the Shareholders.

(v) No broker or finder procured or was otherwise involved in the Merger transaction or has any right to compensation as a result of the consummation of the Merger transaction.

Section 5.02. DGI's Representations

DGI represents to the Shareholders as follows:

(a) DGI and Acquisition are corporations that were duly incorporated and are validly existing and in good standing under the laws of the State of Delaware.

(b) DGI has issued no capital stock not reflected in its March 31, 2005 Quarterly Report on Form 10-QSB other than 2,000,000 shares issued on June 17, 2005 for consulting services. DGI owns all of the capital stock of its subsidiaries as described in DGI's filings with the SEC. There are no restrictions on DGI's ability to vote these shares and no restrictions on transfer exist other than those imposed by the Securities Act. There are no other subsidiaries nor is the acquisition of any additional companies contemplated, other than AdValiant. As used in this Article alone, the term DGI includes all of its subsidiaries, both direct and indirect.

(c) The execution, delivery, and performance of this Agreement and all other agreements or documents to be executed or delivered by DGI hereunder and the performance of the transactions contemplated by this Agreement and the other agreements or documents to be executed or delivered by DGI or Acquisition have been duly authorized by the Board of Directors (and by all other requisite corporate action) of DGI and Acquisition, and will not contravene any provisions of law, an order of any court or other agency of government, their Articles of Incorporation or bylaws, or any agreements to which DGI or its subsidiaries is a party. No consents, approvals, authorizations, or orders of, or registrations or qualifications with, any person, bank, governmental body, or court having authority or power to regulate supervise or direct the business and affairs of DGI or Acquisition are necessary for the consummation of the transactions specified in this Agreement.

(d) This Agreement and all other agreements to be delivered by DGI or Acquisition hereunder constitute the legal, valid and binding obligation of DGI and Acquisition enforceable against it in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws relating to or affecting creditors' rights generally and court decisions with respect thereto, and the award by courts of money damages rather than specific performance of contractual provisions involving matters other than the payment of money.

(e) Nothing in any agreement to which DGI is a party prohibits the execution or implementation of this Agreement.

(f) The performance of this Agreement or the consummation of the transactions contemplated thereby will not violate any law or regulation of any governmental jurisdiction in which DGI or Acquisition does business, or to which DGI is otherwise subject.

(g) The DGI Stock, when issued in accordance with this Agreement, will be duly authorized, validly issued, outstanding, fully paid and non-assessable and will not have been issued in violation of or subject to any pre-emptive rights or other contractual rights to purchase securities issued by DGI. The issuance of the DGI Special Voting Shares and the DGI Common upon exercise of the Exchangeable Shares is exempt from registration under the Securities Act and applicable state law. There are no restrictions on the Shareholders' ability to vote the DGI Stock except as imposed by Subsection 8.02(b) of this agreement and no restrictions on transfer exist other than those imposed by the Securities Act and Rule 144 there under.

(h) The reports and other documents filed by DGI with the SEC were complete, accurate, and timely when filed, and have been updated or supplemented as appropriate. The financial statements included or referenced therein were prepared in accordance with generally accepted accounting principles, consistently applied, and accurately reflect the financial condition of DGI and the results of its operations for the periods to which they relate. Since January 2003, all reports filed by DGI with the SEC (i) were prepared in all material respects in accordance with requirements with federal securities laws and the rules and regulations of the SEC, and (ii) did not at the time they were filed (or if amended or superceded prior to the date of this Agreement, then on the day of that filing), contain any untrue statement of material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the DGI subsidiaries are required to file separately any forms, reports or other documents with the SEC. There has been no material change in the financial condition or the operations of DGI that has not been included in a report filed with the SEC. DGI has received no notice of and has no knowledge of any SEC investigations or proceedings other than regular review of its filings and its preliminary Information Statement for the 2005 Annual Meeting.

(i) All statements contained in any certificate or other instruments delivered by or on behalf of the DGI or Acquisition pursuant hereto, or in connection with the transactions contemplated hereby, shall be deemed representations and warranties by the DGI or Acquisition.

(j) The IRS has not audited DGI's tax returns since 1997.

(k) (i) DGI has duly and timely filed where required all federal, state and local tax returns required to be filed prior to the date of this Agreement, including income, employment, rent and sales and use tax returns, and has paid all taxes due and payable on such returns, all deficiencies and assessments notice of which has been received, all other taxes, and all Other Charges due and payable on or before the date of this Agreement.

(ii) There are no agreements, waivers, or other arrangements providing for an extension of time with respect to the filing of any tax returns by DGI or for the payment by, or assessment against, any tax, deficiency, assessment or Other Charge other than an automatic extension with respect to the tax return for 2004..

(iii) There are no suits, actions, claims, audits, investigations, inquiries or proceedings pending against DGI in respect of any unpaid taxes, deficiencies, assessments or Other Charges and there are no such threatened suits, actions, claims, audits, investigations or inquiries except for an inquiry from the State of Connecticut about a claim from them for about $2,700 and several inquires relating to former subsidiaries.

(iv) DGI has withheld or collected from each payment made to each of its employees the amount of all taxes required to be withheld or collected there from and has paid the same to the proper tax receiving officers.

(l) DGI is not in arrears in the payment of federal, state and local withholding taxes, FICA, Medicare, real estate taxes and assessments, and sales taxes. DGI has withheld or collected from each payment made to each of its employees the amount of all taxes required to be withheld or collected there from and has paid the same to the proper tax receiving officers except as listed on Schedule 5.02(l).

(m) None of the representations, warranties, covenants or agreements by DGI or Acquisition in this Agreement, nor any document, certificate or schedule furnished or to be furnished pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements of facts contained therein not misleading.

(n) Neither DGI nor Acquisition is a party to any civil litigation or arbitration proceeding except as listed in its SEC filings or on Schedule 5.02(n). DGI has no knowledge of and has received no notice of any criminal, regulatory, or compliance proceedings or threatened proceedings from or by any government or governmental entity or agency. DGI has provided, or will provide prior to the Initial Closing Date, AdValiant with a summary of the proceedings listed on the Schedule.

(o) Each of the Schedules described in this Section 5.02 is certified by DGI as being true and complete in every material respect as of the date hereof. None of the representations, warranties, covenants or agreements by DGI or Acquisition in this Agreement, the DGI Disclosures, or in any document, certificate, or schedule furnished or to be furnished pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact necessary to make the statements of facts contained therein not misleading.

(p) As of the date hereof and as of Initial Closing, there will be Employee Stock Options to purchase no more than 5,500,000 shares of DGI common stock outstanding.

(q) Other than a commitment to elect a director selected by Pearl Street Holdings plc, there are no agreements affecting control of DGI or the voting of its securities.

ARTICLE VI. CONDITIONS PRECEDENT TO THE INITIAL CLOSING

Section 6.01. Conditions Precedent to DGI's Obligation to Close

Notwithstanding any other provision herein, the obligations of the DGI under this Agreement are, at the option of the DGI, subject to the fulfillment of each of the conditions set forth below.

(a) All of the Shareholders shall have instructed the Trustee to approve the Merger and the Trustee shall have voted its AdValiant USA Class B Special Voting Shares to approve the Merger.

(b) AdValiant shall have achieved the following financial goals:

(i) All AdValiant's obligations to holders of more than five (5%) of its equity shall have been cancelled or capitalized.

(ii) AdValiant shall have no Long Term Liabilities.

(c) (i) The reorganizations contemplated by Article II with respect to AdValiant and AdValiant USA shall have been completed.

(ii) All the Shareholders shall have tendered their AdValiant Common for Exchangeable Shares.

(d) The Shareholders shall each have executed an employment agreement as set forth on Schedule 6.01(d) ("Employment Agreements").

(e) The representations of AdValiant and the Shareholders contained in this Agreement, or otherwise made in writing in connection with the transactions contemplated hereby, shall be true and correct in all material respects on and as of the Initial Closing Date. On or before the Initial Closing Date, AdValiant shall have complied with and duly performed any and all covenants, agreements and conditions in all material respects on its part to be complied with, performed pursuant to or in connection with, this Agreement on or before the Initial Closing Date.

(f) DGI shall have received a certificate executed by an officer of AdValiant and AdValiant USA setting forth a copy of the resolutions adopted by written consent by its Board of Directors and stockholders approving the execution and delivery of this Agreement and all agreements contemplated hereunder and the consummation of the Merger and of all the transactions contemplated hereby. AdValiant shall provide a true copy of the notice to the AdValiant Stockholders that did not execute the written consent and affirm that a copy of that notice has been mailed to them as provided by statue.

(g) DGI shall have received an opinion of McCarthy Tétrault, Ontario counsel for the Shareholders, AdValiant dated as of the Initial Closing Date, to the collective effect that (i) AdValiant is a corporation that is validly existing under the laws of the province of its incorporation and has the corporate power to carry on its business as it is now being conducted; (ii) any and all consents or orders of any and all courts or governmental agencies, administrative bodies of Ontario or Canada which are required for the consummation of the transactions contemplated by this Agreement have been obtained as of the Initial Closing Date; (iii) this Agreement has been duly executed and delivered by AdValiant and the Shareholders, and (iv) the transactions contemplated hereby will not cause a breach of the certificate of incorporation or by-laws of AdValiant.

(h) No action or proceeding shall have been instituted to restrain or prohibit the Merger.

(i) AdValiant shall not have suffered any destruction or damage by fire, explosion or other calamity exceeding Ten Thousand Dollars ($10,000.00) in value not covered by insurance, nor has any other event, condition or state of facts of any character occurred which materially and adversely affects, or, to the best of the knowledge of AdValiant, threatens to materially and adversely affect, the property, business or financial condition of AdValiant.

(j) AdValiant has executed any Documents (as defined in Section 6.02) that require its execution.

(k) DGI's accounting firm, Berenfeld, Spritzer, Shechter & Sheer ("BSSS"), has determined in writing that a satisfactory certified audit of AdValiant for the year ended December 31, 2004 can be achieved and that the financials required for DGI's report on Form 8-K relating to this transaction can be prepared in the time required by the SEC.

(l) All the Shareholders remain alive and not disabled.

(m) The only outstanding shares of AdValiant shall be the Class A Common owned by AdValiant USA and the Exchangeable Shares.

(n) Each Shareholder shall have tendered to AdValiant all of that Shareholder's certificates representing AdValiant Common for exchange into Exchangeable Shares and shall have deposited 252,514,188 of the Exchangeable Shares in accordance with their Portions with the Escrow Agent in accordance with the Escrow Agreement and the Voting and Exchange Trust Agreement.

Section 6.02. Conditions Precedent to AdValiant's and Shareholders' Obligation to Close

Notwithstanding any other provision herein, the obligations of the AdValiant, AdValiant USA, and the Shareholders under this Agreement are, at their option, subject to the fulfillment of each of the conditions set forth below.

(a) The representations of DGI contained in this Agreement, or otherwise made in writing in connection with the transactions contemplated hereby, shall be true and correct in all material respects on and as of the Initial Closing Date. On or before the Initial Closing Date, DGI and Acquisition shall have complied with and duly performed any and all covenants, agreements and conditions in all material respects, on its part to be complied with or performed pursuant to or in connection with this Agreement on or before the Initial Closing Date.

(b) AdValiant shall have received a certificate dated as of the Initial Closing Date executed by the Secretary of DGI setting forth (i) a copy of the resolutions adopted by DGI's Board of Directors approving the execution and delivery of this Agreement and all agreements contemplated hereunder and the consummation of the Merger and of all the transactions contemplated hereby, (ii)a copy of the resolutions adopted by DGI's Board of Directors authorizing the creation of the DGI Special Voting Shares, and (iii) the number of shares authorized and outstanding of DGI Common including the number of shares issuable upon exercise of rights which are in the money.

(c) AdValiant shall have received an opinion of Mark Alan Siegel, Esq., counsel for DGI, dated as of the Initial Closing Date, to the effect that (i) DGI and Acquisition are corporations that were duly incorporated and are validly existing and in good standing under the law of the state of Delaware, and each have the corporate power to carry on its business as it is now being conducted and are qualified to do business in each jurisdiction where the nature of the business requires qualification; (ii) any and all consents or orders of any and all courts or governmental agencies or administrative bodies of New York, Delaware, and the United States which are required for the consummation of the transactions contemplated by this Agreement have been obtained as of the Initial Closing Date; (iii) this Agreement and all other agreements to be executed by DGI or Acquisition hereunder has been duly authorized, executed, and delivered by DGI, and is the valid and binding obligation of DGI, in accordance with its terms, subject only to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other similar laws relating to or affecting creditors' rights generally and court decisions with respect thereto, and the award by courts of money damages rather than specific performance of contractual provisions involving matters other than the payment of money; (iv) the Certificate of Merger has been duly prepared and executed for filing; (v) the issuance of the DGI Stock to the Shareholders or the exercise of the Exchangeable Shares will be exempt from the registration provisions of the Securities Act and will not violate the registration provisions of Section 5 of the Securities Act; (vi) the DGI Special Voting Shares, and the DGI Common to be issued upon the exercise of the Exchangeable Shares when issued will be duly issued, fully paid, and non-assessable, and except for restrictions arising under the Securities Act and Rule 144 there under, will be transferable; and (vii) the transactions contemplated hereby will not cause a breach of the amended and restated certificate of incorporation or by-laws of DGI.

(d) No action or proceeding shall have been instituted to restrain or prohibit the consummation of the Merger or to prohibit the issuance of or to order a cessation or suspension of trading in, the DGI Stock.

(e) DGI has executed any documents that require its execution.

(f) The reorganizations contemplated by Article II, with respect to DGI shall have been completed.

(g) AdValiant USA and DGI shall have entered into the Voting and Exchange Trust Agreement and the Support Agreement.

(h) The AdValiant Class B Shares shall have been duly issued and deposited with Empire Media, Inc. as trustee for the beneficial holders of Exchangeable Shares pursuant to the Voting and Exchange Trust Agreement.

(i) DGI shall have created the DGI Special Voting Shares.

(j) AdValiant shall have received a certificate dated as of the Initial Closing Date executed by the Secretary of Acquisition setting forth (i) a copy of the resolutions adopted by Acquisition's Board of Directors and sole shareholder approving the execution and delivery of this Agreement and all agreements contemplated there under and the consummation of the Merger and of all the transactions contemplated hereby.

ARTICLE VII. THE CLOSINGS

Section 7.01. The Initial Closing Conference and Initial Closing Date

The Initial Closing Conference and the Initial Closing shall take place at DGI's business office or at another place as agreed between the Parties on June 30, 2005.

Section 7.02. AdValiant's, AdValiant USA's, And The AdValiant Stockholders' Responsibilities At The Initial Closing Conference

At the Initial Closing Conference, AdValiant, AdValiant USA, and the Shareholders shall take the actions listed below:

(a) AdValiant or AdValiant USA shall deliver all the instruments listed in this subsection ("Documents"):

(i) A fully executed Certificate of Merger.

(ii) The opinion of McCarthy Tétrault.

(iii) The officers' certificate as required by Section 6.01(f).

(iv) An officer's certificate as to compliance with Sections 6.01 (a), (b), (c), (d), (e), and (i) and, to the best of his knowledge, compliance with Section 6.01 (h),

(v) A certificate of status for AdValiant.

(b) At or after the Initial Closing Conference, the Shareholders shall deliver either of the following to the Escrow Agent:

(i) All certificates evidencing their ownership of 252,514,188 Exchangeable Shares, or

(ii) an affidavit of lost certificate.

Section 7.03. DGI's Responsibilities at the Initial Closing Conference

At the Initial Closing Conference, DGI and Acquisition shall take the actions listed below:

(a) DGI shall deliver a fully executed Certificate of Merger.

(b) DGI shall deliver the opinion of Mark Alan Siegel, Esq.

(c) DGI shall deliver the officers' certificate as to compliance with Sections 6.02 (a), (d), (e), and (f).

(d) DGI shall deliver a certificate of good standing for DGI.

(e) DGI shall deliver to the Trustee a certificate representing 100 shares of the DGI Special Voting Shares and a certificate representing 300 shares to the Escrow Agent.

Section 7.04 Supplemental Closings

(a) There shall be four Supplemental Closings. Each Supplemental Closing Conference and Supplemental Closing shall take place at DGI's business office or at another place as agreed between the Parties. They shall be held on December 15, 2005, March 15, 2006, June 16, 2006 and September 15, 2006.

(b) Five business days before each Supplemental Closing, DGI shall present to the Shareholders a certificate showing the computations specified by Section 4.03(b) and 4.04(b).

(c) Upon acceptance of the certificate, the Escrow Agent shall distribute the computed number of shares of Exchangeable Shares to the Shareholders in accordance with their portions and the computed number of DGI Special Voting Shares to the Trustee.

ARTICLE VIII. ADDITIONAL COVENANTS.

Section 8.01. Escrow

Mark Alan Siegel shall act as escrow agent hereunder pursuant to an escrow agreement in the form of Schedule 8.01 ("Escrow Agreement").

Section 8.02. Appointment of Directors of DGI

(a) Immediately after the Initial Closing Conference, DGI shall appoint one person selected by the Shareholders, by majority vote, to join DGI's Board of Directors.

(b) For a period of two years after the Initial Closing Date, in any election of directors of DGI, Peter DeCrescenzo, Vincent DeCrescenzo, Sr., and the Shareholders shall each vote at any regular or special meeting of shareholders all the shares of DGI Stock then owned by them (or as to which they then have voting power or control) as may be necessary to elect (i) one (1) director nominated by the Shareholders, (ii) one (1) director nominated by Pearl Street Holdings plc, and (iii) four (4) other directors nominated by DGI's Board of Directors.

Section 8.03. Audit Procedures

(a) The parties recognize that the time period permitted by the SEC for filing audited financial statements concerning AdValiant and the combined entity is limited.

(b) Immediately upon execution of this Agreement, BSSS may commence an audit of AdValiant for the year ended December 31, 2004 and may review the financial reports for 2005 to date.

(c) On or before August 1, 2005, a balance sheet for AdValiant as of June 30, 2005 (the "June 30 Balance Sheet") shall be submitted by DGI to the Shareholders for review. If there is a dispute, BSSS shall review the June 30 Balance Sheet and determine the working capital as of that date. BSSS's determination and any adjustments made by it shall be conclusive and binding on the Parties.

Section 8.04. Further Actions

(a) The Parties agree, in order to perfect DGI's control of AdValiant and AdValiant USA and to accomplish the purpose of this Agreement, to execute all documents and take all such other action as the Parties may reasonably request, whether at or after the Initial Closing Date, as may be reasonably necessary or proper to allow the Parties to receive the full benefits of this Agreement.

(b) The Parties further agree to make any changes to any document executed in connection with this Agreement and the merger contemplated hereby to correct or remedy and deficiencies with respect to tax, regulatory, securities law, or other issued as determined by counsel for the parties.

(c) Immediately upon the adoption of the proposed one for fifty consolidation of the DGI Common, DGI shall cause AdValiant USA to cause AdValiant to effect an identical consolidation of the Exchangeable Shares.

Section 8.05. Information

The parties agree that they will not, and will use their best efforts to cause their representatives not to, use any information obtained pursuant to this Agreement, as well as any other information obtained prior to the date hereof in connection with its consideration of the transactions contemplated hereby and the entering into of this Agreement, for any purpose unrelated to the consummation of the transactions contemplated by this Agreement. The parties shall keep confidential, and shall cause their representatives to keep confidential, all information and documents obtained pursuant to this Agreement, as well as any other information obtained prior to the date hereof in connection with its consideration of the transactions contemplated hereby and the entering into of this Agreement, unless such information (i) was already known to that party, (ii) is disclosed with the prior written approval of the party to which such information pertains, (iii) is already present in the public domain, or (iv) is required to be disclosed by law. In the event that this Agreement is terminated or the transactions contemplated hereby shall otherwise fail to be consummated, the parties shall promptly cause all copies of documents or extracts thereof containing information and data as to the other to be returned to the other.

Section 8.06. Dispute Resolution

(a) In the event of any dispute arising out of the calculation of the Final Number, the Shareholders shall deliver a written notice to DGI within thirty (30) days after receipt of the certificate pursuant to Section 7.04(b), specifying the approximate amount in dispute, the basis for such dispute, and any changes proposed to the calculation of Gross Profit, (a "Notice of Disagreement"); provided, however, that the Parties may agree on any disputed amounts at any time within such thirty (30) day period.

(b) If a Notice of Disagreement is timely delivered to the other Party, the DGI and the Shareholders shall, during the thirty (30) days immediately following delivery of the Notice of Disagreement, seek in good faith to resolve any differences they may have with respect to the matters specified in the Notice of Disagreement. During that time, the Shareholders will have access to DGI's books and records, as well as any accounting work papers or other schedules relating to the Qualified Sales, associated costs, and costs of DGI goods sold, as applicable, and such other relevant information reasonably requested by the Shareholders. If such dispute is not resolved to the mutual satisfaction of DGI and the Shareholders within such thirty (30) day period, the Shareholders shall have the right to require that such dispute be submitted to BSSS, or to such other certified public accounting firm as DGI and the Shareholders may then mutually agree upon in writing (the "Independent Accountant").

(c) DGI and the Shareholders will give the Independent Accountant access to the books and records, as well as any accounting work papers or other schedules relating to the Qualified Sales and associated costs, as applicable, and the Notice of Disagreement, and such other relevant information reasonably requested by the Independent Accountant. The fees and expenses of the Independent Accountant shall be borne by DGI and the Shareholders in inverse proportion as they may prevail on matters resolved by the Independent Accountant, which proportionate allocations shall also be determined by the Independent Accountant at the time the determination of the Independent Accountant is rendered on Gross Profit.

(d) The Independent Accountant shall resolve the computation of the disputed Gross Profit, in accordance with the provisions of this Agreement, and otherwise where applicable in accordance with US GAAP. If any matters have been submitted to the Independent Accountant for review and resolution in accordance with the provisions above, then DGI and the Shareholders shall use their reasonable best efforts to cause the Independent Accountant to complete its calculation of Gross Profit, within thirty (30) days from the submission of the matters specified in such Notice of Disagreement.

(e) The Independent Accountant shall act as a neutral arbitrator to determine only those issues in dispute. The Independent Accountant's determination will be set forth in a written statement delivered to DGI and the Shareholders, and shall be final, conclusive and binding upon the parties and may be entered and enforced in any court of competent jurisdiction.

(f) Notwithstanding anything herein to the contrary, the Shareholders shall not file a Notice of Disagreement related to a calculation of Gross Profit unless and until the estimated amount in dispute exceeds $24,000 individually or $48,000 in the aggregate

Section 8.07. Termination

This Agreement may only be terminated at any time prior to the Initial Closing Date:

(a) upon mutual written consent authorized by the Board of Directors of DGI and AdValiant; or

(b) by either DGI or AdValiant if the Initial Closing shall not have been consummated by the close of business on June 30, 2005

Section 8.08. Reservation of Shares

DGI covenants that it will at all times reserve and keep available out of its authorized and unissued Common Stock solely for the purpose of issuance to Shareholders hereunder, free from pre-emptive rights or any other actual contingent purchase rights of other persons other than the Shareholders, a number of shares of Common Stock equal to the number of Diluted Outstanding Shares. If at any time, the number of authorized but unissued shares of DGI Common Stock shall not be sufficient to effect the issuance of the maximum number of shares to the AdValiant Shareholders pursuant to Section 4.01, DGI shall take all corporate action necessary to increase its authorized shares of Common Stock to such number as shall be sufficient for such purpose.

Section 8.09. Listing of Shares

In the event that DGI lists its Common Stock on a stock exchange or other trading system, it shall, concurrent with the initial listing of such securities, list, and maintain the listing on that exchange of, a sufficient number of shares of its Common Stock to ensure that the maximum number of shares issuable to the AdValiant Stockholders pursuant to Section 4.01 are listed on that exchange or trading system.

Section 8.10. Continued Operation

DGI shall ensure that the business currently carried on by AdValiant will continue to be conducted by AdValiant until the Final Supplemental Closing Date and the Shareholders shall, subject to the terms of their respective Employment Agreements, continue to manage the business and affairs of AdValiant.

Section 8.11. Restriction of Transfer of AdValiant Class A

AdValiant USA shall not transfer any shares of AdValiant Class A owned by it.

Section 8.12. Provision of Information

So long as any Exchangeable Shares are outstanding, DGI shall provide to the registered holders thereof the same information and at the same times that DGI provides from time to time to the holders of DGI Common.

Section 8.13. Registration

The Shareholders shall, at their sole option following receipt by them of reasonable notice of any proposed grant by DGI of registration privileges in connection with any other acquisition by DGI, be granted registration privileges, subject to any lock-up required by any underwriter, for their DGI Stock issued upon exercise of the Exchangeable Shares equal to the registration rights granted to the holders of DGI common stock issued in connection with any other acquisition by DGI after the date hereof.

ARTICLE IX. MISCELLANEOUS

Section 9.01. Currency Used

All monetary amounts expressed herein are in United States Dollars.

Section 9.02. Consolidation of Shares

(a) All numbers of shares of DGI Common used in this Agreement are subject to reduction by the one for fifty consolidation to be approved at the 2005 Annual Meetings of Shareholders.

(b) In addition to the foregoing, if, at any time prior to the Final Supplemental Closing, DGI (a) shall pay a stock dividend or otherwise make a distribution or distributions on shares of its Common Stock payable in shares of its capital stock, whether payable in shares of its Common Stock or of capital stock of any class, (b) subdivide outstanding shares of Common Stock into a larger number of shares, (c) combine outstanding shares of Common Stock into a smaller number of shares, or (d) issue reclassification of shares of Common Stock any shares of capital stock of the Company, the number of shares of DGI Common issuable hereunder shall be adjusted by multiplying the number of shares of DGI Common issuable by a fraction of which the numerator shall be the number of shares of DGI Common outstanding after such event and of which the denominator shall be the number of shares of DGI Common outstanding before such event.

Section 9.03. Entire Agreement; Amendments

This Agreement, including those additional agreements referred to in the Schedules, embodies the entire understanding of the Parties. No amendment or modification of this Agreement may be made except in writing, signed by the Parties hereto.

Section 9.04. Expenses

In the event that this Agreement does not close, each party shall bear its own costs and expenses. In the event that this Agreement does close, all the reasonable legal costs and expenses of the transaction incurred by AdValiant shall be paid by DGI including any and all audit fees incurred by BSSS in reviewing and/or auditing AdValiant's financial statements.

Section 9.05. Headings

The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

Section 9.06. Notices

All notices, requests, demands, approvals, consents, waivers or other communications hereunder shall be in writing and shall be deemed duly given if delivered to or mailed by registered or certified mail, postage prepaid or by nationally recognized overnight express delivery service as follows:

If to DGI to:	Dialog Group, Inc. Attn: Peter DeCrescenzo Twelfth Floor, 257 Park Avenue South New York, NY 10010
With a copy to:	Mark Alan Siegel, Esq. Suite 400 E, 1900 Corporate Boulevard Boca Raton, Florida 33431
If to AdValiant to:	AdValiant Inc. Attn: Peter Bordes 2 St. Clair Avenue East, Suite 800 Toronto, Ontario M4T 2T5
If to AdValiant USA to:	AdValiant USA, Inc. Attn: Peter Bordes 62 White Street, Suite 3E New York, NY 10013
With a copy to:	Jay M. Hoffman McCarthy Tétrault Suite 4700, Toronto Dominion Tower Toronto, Ontario M5K 1E6

A party may change its address for purposes of this Section 9.06 by giving notice hereunder.

Section 9.07. Governing Law; Jurisdiction

This Agreement and the legal relations among the Parties hereto shall be governed by and construed in accordance with the substantive law of the State of New York without regard to conflict of law principles. The Parties consent to the jurisdiction of the courts of the State of New York or the U.S. District Court for the Southern District of New York as if all parts of the agreement were negotiated and effectuated there.

Section 9.08. Beneficiaries

This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and legal representatives. Nothing in this Agreement, express or implied, is intended to confer on any other person other than the Parties hereto, AdValiant Shareholders or their respective successors and legal representatives, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 9.09. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Its execution shall be effective when copies of signed signature pages are exchanged by facsimile between the Parties.

Section 9.10. Severance

If any section, subsection or provision of this Agreement, or the application of such section, subsection, or provision, is held invalid, the remainder of this Agreement and the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

Section 9.11. Survival of Representations

All representations and covenants contained in this Agreement shall survive the Initial and Supplemental Closings until the Final Supplemental Closing.

Section 9.12. Indemnification

(a) The AdValiant Stockholders, severally, shall indemnify and hold DGI, and its officers, directors, employees, and agents (each a "AdValiant Indemnified Entity") harmless from and against, and reimburse an AdValiant Indemnified Entity with respect to, any and all loss, damage, liability, cost and expense, including reasonable attorneys' fees and costs incurred by the AdValiant Indemnified Entity by reason of, or arising out of (i) the material breach of any representation made by AdValiant or the Shareholders in this Agreement; (ii) AdValiant's or the Shareholder's failure to perform any action required by this Agreement; and (iii) claims arising from any undisclosed liability claim which accrued on or before the Initial Closing Date.

(b) DGI shall indemnify and hold the AdValiant Stockholders (each a "DGI Indemnified Party") harmless from and against, and reimburse a DGI Indemnified Party with respect to, any and all loss, damage, liability, cost and expense, including reasonable attorneys' fees and costs, incurred by the DGI Indemnified Party by reason of or arising out of (i) the material breach of any representation, any certificate delivered at the Initial Closing, or covenant made by DGI in this Agreement; and (ii) the failure by DGI to perform any action required by this Agreement; (iii) claims arising from any liability claim which accrued after the Initial Closing Date.

(c) If a claim for which indemnification may be sought against the other party is asserted, the party entitled to indemnification hereunder shall (i) promptly submit a notice stating to the other party the nature and basis of the claim, including a description in reasonable detail of facts giving rise to the claim and (if known) the amount of the claim, (ii) give reasonable access to all books, records and documents relevant to such claim and (iii) shall thereafter permit the other to participate at such party's sole expense in the negotiation and settlement of that claim and to join in or assume the defense of any legal action arising there from with counsel selected by them and reasonably satisfactory to the other party. Either party may implead the other in any action that is subject to indemnity.

(d) Notwithstanding the foregoing, (i) the provisions of this indemnity shall not apply unless the aggregate loss, damage, liability, cost and expense shall exceed $10,000 and (ii) all claims for damages shall be settled by cancellation or issuance of Exchangeable Shares, as the circumstances require, regardless of the amount previously issued. The valuation of Exchangeable Shares to be delivered shall be the average closing price for the DGI Common on the five trading days immediately proceeding the date on which the obligation to deliver shares is determined.

(e) Notwithstanding the foregoing, all liability under this section shall end on the Final Supplemental Closing Date and the maximum liability shall be limited to the issuance of additional Exchangeable Shares by AdValiant or to the cancellation of outstanding Exchangeable Shares equal, in either case, to the total number of Exchangeable Shares issued under Section 2.01(c) as adjusted hereunder.

(f) In no event shall a party to this Agreement be required to indemnify an AdValiant Indemnified Party or a DGI Indemnified Party and such indemnifying party shall have no liability to the extent the liability arises or is increased as a result of an action taken by the indemnified party or its affiliates.

(g) No party shall have any liability to another party under this Agreement for a breach of a representation or warranty of the party seeking indemnification if such party had knowledge at or before the Initial Closing Date of the facts as a result of which such representation or warranty was breached or inaccurate.

(h) Notwithstanding anything contained herein to the contrary, the amount of any losses incurred or suffered by an indemnified party shall be calculated after giving effect to (x) any insurance proceeds received by or otherwise payable to the indemnified party (or any its affiliates) with respect to such liability and (y) any recoveries obtained by the indemnified party (or any of its affiliates) from any other third party with respect to any losses incurred or suffered by an indemnified party, no liability shall attach to the indemnified party in respect in respect of any losses to the extent that the same losses have been recovered by the indemnified party from the indemnifying person. Accordingly, the indemnified party may only recover once in respect of the same loss.

(i) For purposes of this Section 9.12, losses shall not include consequential or punitive damages, lost profits, or lost revenue if the party seeking indemnification is not required by a court of competent jurisdiction to pay such amounts by reason of a claim by a third person.

(j) Following the Initial Closing Date, the indemnification provided in this Section 9.12 is the exclusive remedy for all matters arising under or in connection with this Agreement and the transactions contemplated hereby, including, without limitation for any inaccuracy or breach of any representation, warranty, covenant or agreement set forth herein, except that any party may rely on any equitable remedy in respect of any such inaccuracy or breach.

Section 9.13. Brokers and Finders

No broker or finder shall be entitled to any fees or commissions relating to this Merger.

Section 9.14. Interpretation

The use of words "it" or "its," in reference to any party hereto shall be construed to be a proper reference even though a party may be a partnership, an individual or two or more individuals. The term "person" includes individuals; corporations, partnerships, associations, or other legal entities; and governments, governmental subdivisions, agencies, or instrumentalities. Words of one gender shall be deemed to include the other, or both, or neither. A provision of this Agreement that requires a party to perform an action shall be construed as requiring the party to perform the action or to cause such action to be performed. A provision of this Agreement that prohibits a party from performing an action shall be construed as prohibiting such party from performing such action or permitting others to perform such action. Wherever the term "including" is used herein, the same shall be deemed to read "including, but not limited to." The singular shall be deemed to include the plural, and the plural shall be deemed to include the singular. The agreements contained in this Agreement shall not be construed as independent covenants. "Any" shall be deemed to read "any and all" whenever applicable. "Anytime" shall be deemed to read "anytime and from time to time" whenever applicable. The conjunction "and" shall include the conjunction "or" whenever applicable. The conjunction "or" shall include the conjunction "and" whenever applicable.

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In Order To Indicate Their Intention to be Bound, the Parties hereto have caused this Agreement to be duly executed as of the date first above written by their respective duly authorized officers.

Dialog Group, Inc.

By: /s/ Peter V. DeCrescenzo
Peter V. DeCrescenzo, President

AdValiant Inc.

By: /s/ Peter Bordes
Peter Bordes, President

The Shareholders

Empire Media, Inc.

By: /s/ Peter Bordes
Peter Bordes, President

/s/ Matt Wise
Matt Wise

/s/ Jivan Manhas
Jivan Manhas

AdValiant Acquisition Corp.

By: /s/ Peter V. DeCrescenzo
Peter V. DeCrescenzo, President

AdValiant USA, Inc.

By: /s/ Peter Bordes
Peter Bordes, President

With respect to Section 8.02(b):

/s/ Peter V. DeCrescenzo
Peter V. DeCrescenzo

/s/ Vincent DeCrescenzo, Sr.
Vincent DeCrescenzo, Sr.

A. The authorized and issued shares of the Corporation are amended to:

(i) create an unlimited number of the following classes of shares:

Exchangeable Shares
Class A Common Shares

(ii) change each issued and outstanding Common Share into 3,366,855.84 Exchangeable Shares;

(iii) following the changes as provided in (i) and (ii), cancel all the authorized and unissued Common Shares and the rights, privileges, restrictions and conditions attached thereto;

so that after giving effect to the foregoing, the Corporation is authorized to issue unlimited Exchangeable Shares and Class A Common Shares.

B.

The rights, privileges, restrictions and conditions attaching to the Exchangeable Shares and the Class A Common Shares are set out in Schedule 1 attached hereto.

SCHEDULE 1

ARTICLE 1
INTERPRETATION

For the purposes of these rights, privileges, restrictions and conditions:

Section 1.1 Definitions.

"Act" means the *Business Corporations Ac*t (Ontario), as amended, consolidated or reenacted from time to time.

"AdValiant USA Common Shares"means the shares of common stock, with a par value of $0.01 per share, in the capital of AdValiant USA, Inc., a corporation organized and existing under the laws of Delaware.

"Automatic Redemption Date" means the date for the automatic redemption by the Corporation of Exchangeable Shares pursuant to Article 7 of these share provisions, which date shall be the tenth anniversary date of the Effective Date, unless such date shall be extended by the Board of Directors at any time or from time to time to a specified later date being not later than the fifteenth anniversary of the Effective Date, upon at least 60 days' prior written notice of any such extension to the registered holders of the Exchangeable Shares, in which case the Automatic Redemption Date shall be the later date designated in such notice.

"Board of Directors" means the Board of Directors of the Corporation and any committee thereof acting within its authority.

"Business Day" means any day other than a Saturday, a Sunday or a day when banks are not open for business in Toronto, Ontario.

"Class A Common Shares" means the multiple voting common shares in the capital of the Corporation.

"Corporation" means AdValiant, Inc., a corporation incorporated and existing under the Act.

"Current Market Price" means, in respect of a ParentCo Common Share on any date, the average of the closing bid and ask prices of ParentCo Common Shares during a period of 10 consecutive trading days ending not more than five trading days before such date on the principal U.S. stock exchange or automated quotation system on which the ParentCo Common Shares are listed or quoted, as the case may be, as may be selected by the Board of Directors for such purpose; provided, however, that if in the opinion of the Board of Directors the public distribution or trading activity of ParentCo Common Shares during such period does not create a market which reflects the fair market value of ParentCo Common Shares or ParentCo Common Shares are not listed on a U.S. stock exchange or quoted on an automated quotation system, then the Current Market Price of a ParentCo Common Share shall be determined by the Board of Directors based upon the advice of such qualified independent financial advisors as the Board of Directors may deem to be appropriate, and provided further than any such selection, opinion or determination by the Board of Directors shall be conclusive and binding.

"DGI Common Shares"means the shares of common stock, with a par value of $0.001 per share, in the capital of Dialog Group, Inc., a corporation organized and existing under the laws of Delaware;

"Effective Date" means the date of the completion of the Reorganization.

"Escrow Agreement"means an agreement dated as of June 30, 2005 among the Corporation, Dialog Group, Inc., AdValiant Acquisition Corp., AdValiant USA, Inc., Empire Media, Inc., Jivan Manhas and Matthew Wise, and Mark Siegel as escrow agent, pursuant to which the escrow agent holds a specified number of Exchangeable Shares in accordance with the terms thereof.

"Exchangeable Share Consideration" means, with respect to each Exchangeable Share, for any acquisition of, or redemption of, or distribution of assets of the Corporation in respect of, Exchangeable Shares pursuant to these share provisions, the Support Agreement or the Voting and Exchange Trust Agreement, for that part of the consideration which is:

(a) the Current Market Price of a ParentCo Common Share, such consideration shall be fully paid and satisfied by the delivery of one ParentCo Common Share, as evidenced by certificates representing the aggregate number of such ParentCo Common Shares;

(b) the amount of all declared and unpaid and undeclared but payable cash dividends deliverable in connection with such action, a cheque or cheques payable at par at any branch of the bankers of the payor; and

(c) all declared and unpaid non-cash dividends deliverable in connection with such action, such consideration shall be fully satisfied by the delivery of such non-cash items;

provided that (i) any such share consideration shall be duly issued as fully paid and non-assessable and any such property shall be delivered free and clear of any lien, claim, encumbrance, security interest or adverse claim or interest created by or through the Corporation or ParentCo; and (ii) such consideration shall be paid less any tax required to be deducted and withheld therefrom, unless the holder provides to the Corporation a certificate or such other assurance as is provided for under applicable legislation as is required to ensure that the Corporation is not liable for such tax, and without interest.

"Exchangeable Share Price" means, for each Exchangeable Share, at any given date, an amount equal to the aggregate of:

(a) the Current Market Price of a ParentCo Common Share; plus

(b) an additional amount equal to the full amount of all cash dividends declared and unpaid on such Exchangeable Share; plus

(c) an additional amount equal to all dividends declared on a ParentCo Common Share which have not been declared on each Exchangeable Share in accordance herewith; plus

(d) an additional amount representing the value of non-cash dividends declared and unpaid on such Exchangeable Share.

"Exchangeable Shares" means the Exchangeable Shares of the Corporation having the rights, privileges, restrictions and conditions set forth herein.

"Liquidation Amount" has the meaning provided in Section 5.1 hereof.

"Liquidation Call Right" has the meaning provided in the Support Agreement

"Liquidation Date" has the meaning provided in Section 5.1 hereof.

"Merger"means the merger of AdValiant USA, Inc. and AdValiant Acquisition Corp. under the laws of Delaware pursuant to the Merger Agreement.

"Merger Agreement" means the agreement between the Corporation, certain shareholders thereof, Dialog Group, Inc., AdValiant Acquisition Corp. and AdValiant USA., Inc. contemplating the Reorganization and the Merger.

"ParentCo" means (i) AdValiant USA, Inc., a corporation organized and existing under the laws of the State of Delaware, if the reference is made in respect of an action to be taken by or in respect of "ParentCo" prior to the effective time of the Merger and (ii) Dialog Group, Inc., a corporation organized and existing under the laws of Delaware, if the reference is made in respect of an action to be taken by or in respect of "ParentCo" on or after the effective time of the Merger and, in either case, includes any successor corporation of AdValiant USA, Inc. and Dialog Group, Inc.

"ParentCo Call Notice" has the meaning provided in Section 6.3 hereof.

"ParentCo Common Shares" means AdValiant USA Common Shares prior to the effective time of the Merger and DGI Common Shares on or after the effective time of the Merger and any other securities in substitution therefor as provided in Section 2.5 of the Support Agreement.

"ParentCo Dividend Declaration Date" means the date on which the board of directors of ParentCo declares any dividend on the ParentCo Common Shares.

"ParentCo Sub"means any subsidiary of ParentCo (other than the Corporation) incorporated under the laws of a Province of Canada or the federal laws of Canada;

"Purchase Price" has the meaning provided in Section 6.3 hereof.

"RCR Exercising Party"has the meaning provided in Section 6.3 hereof.

"Redemption Call Purchase Price" has the meaning provided in the Support Agreement.

"Redemption Call Right" has the meaning provided in the Support Agreement.

"Redemption Price" has the meaning provided in Section 7.1 hereof.

"Reorganization" means the reorganization of the capital structure of the Corporation pursuant to which the Corporation issued certain Exchangeable Shares.

"Retracted Shares" has the meaning provided in Subsection 6.1(i) hereof.

"Retraction Call Right" has the meaning provided in Subsection 6.1(iii) hereof.

"Retraction Date" has the meaning provided in Subsection 6.1(ii) hereof.

"Retraction Price" has the meaning provided in Section 6.1 hereof.

"Retraction Request" has the meaning provided in Section 6.1 hereof.

"Subsidiary", in relation to any person, means any body corporate, partnership, joint venture, association or other entity of which more than 50% of the total voting power of shares or units of ownership or beneficial interest entitled to vote in the election of directors (or members of a comparable governing body) is owned or controlled, directly or indirectly, by such person.

"Support Agreement" means the Support Agreement between AdValiant USA, Inc., Dialog Group, Inc. and the Corporation made as of the Effective Date.

"Trustee" means Empire Media, Inc. and any successor trustee appointed under the Voting and Exchange Trust Agreement.

"Voting and Exchange Trust Agreement" means the Voting and Exchange Trust Agreement between the Corporation, Dialog Group, Inc., AdValiant USA, Inc., Empire Media, Inc. (as a shareholder of the Corporation and Trustee), Jivan Manhas and Matthew Wise made as of the Effective Date.

ARTICLE 2
RANKING OF EXCHANGEABLE SHARES

Section 2.1 The Exchangeable Shares shall be entitled to a preference over the Class A Common Shares and any other shares ranking junior to the Exchangeable Shares, with respect to (i) priority in payment of dividends, and (ii) the distribution of assets in the event of the liquidation dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs.

ARTICLE 3
DIVIDENDS

Section 3.1 A holder of an Exchangeable Share shall be entitled to receive and the Board of Directors shall, subject to applicable law, on each ParentCo Dividend Declaration Date, declare a dividend on each Exchangeable Share (a) in the case of a cash dividend declared on the ParentCo Common Shares, in an amount in cash for each Exchangeable Share equal to the cash dividend declared on each ParentCo Common Share or (b) in the case of a share dividend declared on the ParentCo Common Share to be paid in ParentCo Common Shares, in such number of Exchangeable Shares for each Exchangeable Share as is equal to the number of ParentCo Common Shares to be paid on each ParentCo Common Share or (c) in the case of a dividend declared on the ParentCo Common Shares in property (other than cash or ParentCo Common Shares) in such type and amount of property for each Exchangeable Share as is the same as the type and amount of property declared as a dividend on each ParentCo Common Share. Such dividends shall be paid out of money, assets or property of the Corporation properly applicable to the payment of dividends, or out of authorized but unissued shares of the Corporation.

Section 3.2 Cheques of the Corporation payable at par at any branch of the bankers of the Corporation shall be issued in respect of any cash dividends contemplated by Subsection 3.1(a) hereof and the sending of such a cheque to each holder of an Exchangeable Share (less any tax required to be deducted and withheld from such dividends paid or credited by the Corporation) at the address of such holder according to the share register of the Corporation shall satisfy the cash dividends represented thereby unless the cheque is not paid on presentation. Certificates registered in the name of the registered holder of Exchangeable Shares shall be issued or transferred in respect of any share dividends contemplated by Subsection 3.1(b) hereof and the sending of such a certificate to each holder of an Exchangeable Share at the address for such holder according to the share register of the Corporation shall satisfy the share dividend represented thereby. Such other type and amount of property in respect of any dividends contemplated by Subsection 3.1(c) hereof shall be issued, distributed or transferred by the Corporation in such manner as it shall determine and the issuance, distribution or transfer thereof by the Corporation to each holder of an Exchangeable Share at the address for such holder according to the share register of the Corporation shall satisfy the dividend represented thereby. In all cases any such dividends shall be subject to any reduction or adjustment for tax required to be deducted and withheld from such dividends paid or credited by the Corporation. No holder of an Exchangeable Share shall be entitled to recover by action or other legal process against the Corporation any dividend which is represented by a cheque that has not been duly presented to the Corporation's bankers for payment or which otherwise remains unclaimed for a period of six years from the date on which such dividend was payable.

Section 3.3 The record date for the determination of the holders of Exchangeable Shares entitled to receive payment of, and the payment date for, any dividend declared on the Exchangeable Shares under Section 3.1 hereof shall be the same dates as the record date and payment date, respectively, for the corresponding dividend declared on the ParentCo Common Shares.

Section 3.4 If on any payment date for any dividends declared on the Exchangeable Shares under Section 3.1 hereof the dividends are not paid in full on all of the Exchangeable Shares then outstanding, any such dividends which remain unpaid shall be paid on a subsequent date or dates determined by the Board of Directors on which the Corporation shall have sufficient moneys, assets or property properly applicable to the payment of such dividends.

Section 3.5 Except as provided in this Article 3, the holders of Exchangeable Shares shall not be entitled to receive dividends in respect thereof.

ARTICLE 4
CERTAIN RESTRICTIONS

Section 4.1 So long as any of the Exchangeable Shares are outstanding, the Corporation shall not without, but may at any time with, the approval of the holders of the Exchangeable Shares given as specified in Section 9.2 of these share provisions:

(a) at any time amend the articles or by-laws of the Corporation in a manner which would prejudicially affect the holders of Exchangeable Shares in any material respect; or

(b) at any time amalgamate with any other corporation, initiate the voluntary liquidation, dissolution or winding-up of the Corporation nor take any action or omit to take any action that is designed to result in the liquidation, dissolution or winding-up of the Corporation.

Section 4.2 So long as any of the Exchangeable Shares are outstanding and the Corporation is in default in the declaration and payment of dividends on the outstanding Exchangeable Shares corresponding to dividends declared with a record date on or following the Effective Date on the ParentCo Common Shares, the Corporation shall not at any time without, but may at any time with, the approval of the holders of the Exchangeable Shares given as specified in Section 9.2 of these share provisions:

(a) pay any dividends on the Class A Common Shares, or any other shares ranking junior to the Exchangeable Shares, other than share dividends payable in any such other shares ranking junior to the Exchangeable Shares;

(b) redeem or purchase or make any capital distribution in respect of Class A Common Shares or any other shares ranking junior to the Exchangeable Shares with respect to the payment of dividends or on any liquidation distribution; or

(c) redeem or purchase any other shares of the Corporation ranking equally with the Exchangeable Shares with respect of the payment of dividends or on any liquidation distribution.

ARTICLE 5
DISTRIBUTION ON LIQUIDATION

Section 5.1 In the event of the liquidation, dissolution or winding-up of the Corporation or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, a holder of Exchangeable Shares shall be entitled, subject to applicable law, to receive from the assets of the Corporation in respect of each Exchangeable Share held by such holder on the effective date of such liquidation, dissolution or winding-up (the "Liquidation Date"), before any distribution of any part of the assets of the Corporation to the holders of the Class A Common Shares or any other shares ranking junior to the Exchangeable Shares, an amount equal to the Exchangeable Share Price applicable on the last Business Day prior to the Liquidation Date (the "Liquidation Amount") which, as set forth in section 5.2, shall be fully paid and satisfied by the delivery by or on behalf of the Corporation of the Exchangeable Share Consideration representing such holder's total Liquidation Amount. In connection with payment of the Exchangeable Share Consideration representing the total Liquidation Amount, the Corporation shall be entitled to liquidate some of the ParentCo Common Shares which would otherwise be deliverable to the particular holder of Exchangeable Shares in order to fund any statutory withholding tax obligation.

Section 5.2 Within 10 Business Days after the Liquidation Date, and subject to the exercise by ParentCo or ParentCo Sub of the Liquidation Call Right, and receipt by the Corporation of appropriate certificates or other assurances in respect of applicable taxes related to the payment of the Exchangeable Share Consideration, the Corporation shall cause to be delivered to the holders of the Exchangeable Shares the Exchangeable Share Consideration representing the Liquidation Amount for each such Exchangeable Share upon presentation and surrender of the certificates representing such Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require, at the registered office of the Corporation or such other office in Ontario, Canada as may be specified by the Corporation by notice to the holders of the Exchangeable Shares. The Exchangeable Share Consideration representing the total Liquidation Amount for such Exchangeable Shares shall be delivered to each holder, at the address of the holder recorded in the securities register of the Corporation for the Exchangeable Shares or by holding for pick-up by the holder at the registered office of the Corporation or at such other office in Ontario, Canada as may be specified by the Corporation by notice to the holders of Exchangeable Shares. On and after the Liquidation Date, the holders of the Exchangeable Shares shall cease to be holders of such Exchangeable Shares and shall not be entitled to exercise any of the rights of holders in respect thereof, other than the right to receive their respective Exchangeable Share Consideration, unless payment of the Exchangeable Share Consideration representing the total Liquidation Amount for such Exchangeable Shares shall not be made upon presentation and surrender of share certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected until the Exchangeable Share Consideration representing the total Liquidation Amount has been paid in the manner hereinbefore provided. The Corporation shall have the right at any time on or after the Liquidation Date to deposit or cause to be deposited the Exchangeable Share Consideration in respect of the Exchangeable Shares represented by certificates that have not at the Liquidation Date been surrendered by the holders thereof in a custodial account or for safekeeping, in the case of non-cash items, with any chartered bank or trust company in Canada. Upon such deposit being made, the rights of the holders of Exchangeable Shares after such deposit shall be limited to receiving their proportionate share of the Exchangeable Share Consideration representing the total Liquidation Amount for such Exchangeable Shares so deposited, against presentation and surrender of the said certificates held by them, respectively, in accordance with the foregoing provisions. Upon such payment or deposit of such Exchangeable Share Consideration, the holders of the Exchangeable Shares shall thereafter be considered and deemed for all purposes to be the holders of the ParentCo Common Shares delivered to them. Notwithstanding the foregoing, until such payment or deposit of such Exchangeable Share Consideration, the holder shall be deemed to still be a holder of Exchangeable Shares for purposes of all voting rights in ParentCo with respect thereto under the Voting and Exchange Trust Agreement.

Section 5.3 After the Corporation has satisfied its obligations to pay the holders of the Exchangeable Shares the Exchangeable Share Consideration representing the Liquidation Amount per Exchangeable Share, such holders shall not be entitled to share in any further distribution of the assets of the Corporation.

Section 5.4 If ParentCo or ParentCo Sub exercises the Liquidation Call Right, each holder of Exchangeable Shares shall be obligated to sell on the Liquidation Date all the Exchangeable Shares held by such holder to whichever of ParentCo or ParentCo Sub, has exercised the Liquidation Call Right on payment by whichever of ParentCo or ParentCo Sub has exercised the Liquidation Call Right to the holder of the Exchangeable Share Consideration representing the Liquidation Call Purchase Price for each such share.

ARTICLE 6
RETRACTION OF EXCHANGEABLE SHARES BY HOLDER

Section 6.1 A holder of Exchangeable Shares shall be entitled at any time, subject to the exercise by ParentCo or ParentCo Sub of the Retraction Call Right which, if exercised by ParentCo or ParentCo Sub, shall be binding on the holders of Exchangeable Shares, and otherwise upon compliance with the provisions of this Article 6, to require the Corporation to redeem any or all of the Exchangeable Shares registered in the name of such holder for an amount equal to the Exchangeable Share Price applicable on the last Business Day prior to the Retraction Date (the "Retraction Price"), which as set forth in section 6.4, shall be fully paid and satisfied by the delivery by or on behalf of the Corporation of the Exchangeable Share Consideration representing such holders total Retraction Price. In connection with payment of the Exchangeable Share Consideration representing the total Retraction Price, the Corporation shall be entitled to liquidate some of the ParentCo Common Shares that would otherwise be deliverable to the particular holder of Exchangeable Shares in order to fund any statutory withholding tax obligation. To effect such redemption, the holder shall present and surrender at the registered office of the Corporation or at such other office in Ontario, Canada as may be specified by the Corporation by notice to the holders of Exchangeable Shares the certificate or certificates representing the Exchangeable Shares which the holder desires to have the Corporation redeem, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require, and together with a duly executed statement (the "Retraction Request") in the form of Schedule A hereto or in such other form as maybe acceptable to the Corporation:

(i) specifying that the holder desires to have all or any number specified therein of the Exchangeable Shares represented by such certificate or certificates (the "Retracted Shares") redeemed by the Corporation;

(ii) stating the Business Day on which the holder desires to have the Corporation redeem the Retracted Shares (the "Retraction Date"), provided that such date shall be not less than ten Business Days nor more than fifteen Business Days after the date on which the Retraction Request is received by the Corporation and further provided that, in the event that no such Business Day is specified by the holder in the Retraction Request, the Retraction Date shall be deemed to be the tenth Business Day after the date on which the Retraction Request is received by the Corporation,

(iii) acknowledging the overriding right (the "Retraction Call Right") of ParentCo or, at ParentCo's option, ParentCo Sub to purchase all but not less than all the Retracted Shares directly from the holder and that the Retraction Request shall be deemed to be a revocable offer by the holder to sell the Retracted Shares in accordance with the Retraction Call Right on the terms and conditions set out in Section 6.3 below.

Section 6.2 Subject to the exercise by ParentCo or, at ParentCo's option, ParentCo Sub of the Retraction Call Right, upon receipt by the Corporation in the manner specified in Section 6.1 hereof of a certificate or certificates representing the number of Exchangeable Shares which the holder desires to have the Corporation redeem, together with a Retraction Request as well as appropriate certificates or other assurances in respect of applicable taxes related to the payment of the Exchange Share Consideration, and provided that the Retraction Request is not revoked by the holder in the manner specified in Section 6.7 hereof, the Corporation shall redeem the Retracted Shares effective at the close of business on the Retraction Date and shall cause to be delivered on the Retraction Date to such holder the Exchangeable Share Consideration representing the total Retraction Price with respect to such shares in accordance with Section 6.4 hereof. If only a part of the Exchangeable Shares represented by any certificate are redeemed or purchased by ParentCo pursuant to the Retraction Call Right, a new certificate for the balance of such Exchangeable Shares shall be issued on the Retraction Date to the holder at the expense of the Corporation.

Section 6.3 Upon receipt by the Corporation of a Retraction Request, the Corporation shall immediately notify ParentCo thereof. In order to exercise the Retraction Call Right, ParentCo or ParentCo Sub must notify the Corporation in writing of its determination to do so (the "ParentCo Call Notice") within five Business Days of such notification. If neither ParentCo nor ParentCo Sub notifies the Corporation within five Business Days, the Corporation will notify the holder as soon as possible thereafter that ParentCo and ParentCo Sub will not exercise the Retraction Call Right. If ParentCo or ParentCo Sub delivers the ParentCo Call Notice within such five Business Days, and provided that the Retraction Request is not revoked by the holder in the manner specified in Section 6.7, the Retraction Request shall thereupon be considered only to be an offer by the holder to sell the Retracted Shares to whichever of ParentCo and ParentCo Sub is exercising the Retraction Call Right (the "RCR Exercising Party") in accordance with the Retraction Call Right. In such event, the Corporation shall not redeem the Retracted Shares and the RCR Exercising Party shall purchase from such holder and such holder shall sell to the RCR Exercising Party on the Retraction Date the Retracted Shares for a purchase price (the "Purchase Price") per share equal to the Retraction Price per share, which as set forth in section 6.4, shall be fully paid and satisfied by the delivery by or on behalf of the RCR Exercising Party of the Exchangeable Share Consideration representing such holder's total Purchase Price. For the purposes of completing a purchase pursuant to the Retraction Call Right, the RCR Exercising Party shall deposit with the Corporation, on or before the Retraction Date, the Exchangeable Share Consideration for each Exchangeable Share to be purchased. Provided that such Exchangeable Share Consideration has been so deposited with the Corporation, the closing of the purchase and sale of the Retracted Shares pursuant to the Retraction Call Right shall be deemed to have occurred as at the close of business on the Retraction Date and, for greater certainty, no redemption by the Corporation of such Retracted Shares shall take place on the Retraction Date. In the event that neither ParentCo nor ParentCo Sub delivers a ParentCo Call Notice within five Business Days or otherwise comply with these Exchangeable Share provisions in respect thereto, and provided that the Retraction Request is not revoked by the holder in the manner specified in Section 6.7 hereof, the Corporation shall redeem the Retracted Shares on the Retraction Date and in the manner otherwise contemplated in this Article 6.

Section 6.4 Subject to receipt by the Corporation or the RCR Exercising Party of appropriate certificates or other assurances in respect of applicable taxes related to the payment of the Exchangeable Share Consideration, the Corporation or the RCR Exercising Party, as the case may be, shall deliver on the Retraction Date the Exchangeable Share Consideration representing the total Retraction Price or the total Purchase Price, as the case may be, to the relevant holder, at the address of the holder recorded in the securities register of the Corporation for the Exchangeable Shares or at the address specified in the holder's Retraction Request or by holding for pick up by the holder at the registered office of the Corporation or at such other office in Ontario, Canada as may be specified by the Corporation by notice to the holders of Exchangeable Shares and such delivery of such Exchangeable Share Consideration shall be deemed to be payment of and shall satisfy and discharge all liability under this Article 6, except as to any cheque included therein which is not paid on due presentation.

Section 6.5 On and after the close of business on the Retraction Date, the holder of the Retracted Shares shall not be entitled to exercise any of the rights of a holder in respect thereof, other than the right to receive the Exchangeable Share Consideration representing the total Retraction Price or total Purchase Price, as the case may be, unless upon presentation and surrender of certificates in accordance with the foregoing provisions, payment of the Exchangeable Share Consideration representing the total Retraction Price or the total Purchase Price, as the case may be, shall not be made, in which case the rights of such holder shall remain unaffected until the Exchangeable Share Consideration representing the total Retraction Price or the total Purchase Price, as the case may be, has been paid in the manner hereinbefore provided. On and after the close of business on the Retraction Date, provided that presentation and surrender of certificates and payment of the total Retraction Price or the total Purchase Price, as the case may be, has been made in accordance with the foregoing provisions, the holder of the Retracted Shares so redeemed by the Corporation or purchased by the RCR Exercising Party shall thereafter be considered and deemed for all purposes to be a holder of the ParentCo Common Shares delivered to it. Notwithstanding the foregoing, until payment of such Exchangeable Share Consideration to the holder, the holder shall be deemed to still be a holder of Exchangeable Shares for purposes of all voting rights in ParentCo with respect thereto under the Voting and Exchange Trust Agreement.

Section 6.6 Notwithstanding any other provision of this Article 6, the Corporation shall not be obligated to redeem Retracted Shares specified by a holder in a Retraction Request to the extent that such redemption of Retracted Shares would be contrary to liquidity or solvency requirements or other provisions of applicable law. If the Corporation believes that on any Retraction Date it would not be permitted by any of such provisions to redeem the Retracted Shares tendered for redemption on such date, and provided that neither ParentCo nor ParentCo Sub shall have exercised the Retraction Call Right with respect to the Retracted Shares, the Corporation shall only be obligated to redeem Retracted Shares specified by a holder in a Retraction Request to the extent of the maximum number that may be so redeemed (rounded down to a whole number of shares) as would not be contrary to such provisions and shall notify the holder at least two Business Days prior to the Retraction Date as to the number of Retracted Shares which will not be redeemed by the Corporation. In any case in which the redemption by the Corporation of Retracted Shares would be contrary to liquidity or solvency requirements or other provisions of applicable law, the Corporation shall redeem Retracted Shares in accordance with Section 6.2 of these share provisions on a pro rata basis in respect of Exchangeable Shares to be redeemed on the applicable Retraction Date, and shall issue on the Retraction Date to each holder of Retracted Shares a new certificate, at the expense of the Corporation, representing the Retracted Shares not redeemed by the Corporation pursuant to Section 6.2 hereof. Provided that the Retraction Request is not revoked by the holder in the manner specified in Section 6.7 hereof, the holder of any such Retracted Shares not redeemed by the Corporation pursuant to Section 6.2 of these share provisions as a result of liquidity or solvency requirements or applicable law shall be deemed by giving the Retraction Request to have exercised its Exchangeable Right (as defined in the Voting and Exchange Trust Agreement) so as to require ParentCo or, at the option of ParentCo, ParentCo Sub to purchase such Retracted Shares from such holder on the Retraction Date or as soon as practicable thereafter on payment to such holder of the Exchangeable Share Consideration representing the Purchase Price for each such Retracted Share, all as more specifically provided in the Voting and Exchange Trust Agreement, and ParentCo or ParentCo Sub, as the case may be, shall make such purchase.

Section 6.7 A holder of Retracted Shares may, by notice in writing given by the holder to the Corporation before the close of business on the Business Day immediately preceding the Retraction Date, withdraw its Retraction Request in which event such Retraction Request shall be null and void and, for greater certainty, the revocable offer constituted by the Retraction Request to sell the Retracted Shares to the RCR Exercising Party shall be deemed to have been revoked.

ARTICLE 7
REDEMPTION OF EXCHANGEABLE SHARES BY THE CORPORATION

Section 7.1 Subject to applicable law, and if either ParentCo or ParentCo Sub does not exercise the Redemption Call Right which, if exercised by ParentCo or ParentCo Sub, shall be binding on the holders of Exchangeable Shares, the Corporation shall on the Automatic Redemption Date redeem the whole of the then outstanding Exchangeable Shares for an amount for each Exchangeable Share equal to the Exchangeable Share Price applicable on the last Business Day prior to the Automatic Redemption Date (the "Redemption Price"), which as set forth in section 7.3 below, shall be fully paid and satisfied by the delivery by or on behalf of the Corporation of the Exchangeable Share Consideration representing the total Redemption Price. In connection with payment of the Exchangeable Share Consideration representing the Redemption Price, the Corporation shall be entitled to liquidate some of the ParentCo Common Shares which would otherwise be deliverable to the particular holder of Exchangeable Shares in order to fund any statutory withholding tax obligation.

Section 7.2 In any case of a redemption of Exchangeable Shares under this Article 7, the Corporation shall, at least 120 days before the Automatic Redemption Date, send or cause to be sent to each holder of Exchangeable Shares a notice in writing of the redemption by the Corporation or the purchase by ParentCo or ParentCo Sub under the Redemption Call Right, as the case maybe, of the Exchangeable Shares held by such holder. Such notice shall set out the Automatic Redemption Date and, if applicable, particulars of the Redemption Call Right.

Section 7.3 On the Automatic Redemption Date and subject to the exercise by ParentCo or ParentCo Sub of the Redemption Call Right, and receipt by the Corporation of appropriate certificates or other assurances in respect of applicable taxes related to the payment of the Exchangeable Share Consideration, the Corporation shall cause to be delivered to the holders of the Exchangeable Shares to be redeemed the Exchangeable Share Consideration representing the Redemption Price for each such Exchangeable Share upon presentation and surrender at the registered office of the Corporation or at such other office in Ontario, Canada as may be specified by the Corporation in such notice of the certificates representing such Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require. The Exchangeable Share Consideration representing the total Redemption Price for such Exchangeable Shares shall be delivered to each holder, at the address of the holder recorded in the securities register for the Exchangeable Shares. On the Automatic Redemption Date, the holders of the Exchangeable Shares called for redemption shall cease to be holders of such Exchangeable Shares and shall not be entitled to exercise any of the rights of holders in respect thereof, other than the right to receive their respective Exchangeable Share Consideration unless payment of the Exchangeable Share Consideration representing the total Redemption Price for such Exchangeable Shares shall not be made upon presentation and surrender of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected until such Exchangeable Share Consideration has been paid in the manner hereinbefore provided. The Corporation shall have the right at any time after the automatic Redemption Date to deposit or cause to be deposited the Exchangeable Share Consideration with respect to the Exchangeable Shares so called for redemption, or of such of the said Exchangeable Shares represented by certificates that have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, in a custodial account or for safe keeping, in the case of non-cash items, with any chartered bank or trust company in Canada named in such notice. Upon the later of such deposit being made and the Automatic Redemption Date, the Exchangeable Shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or Automatic Redemption Date, as the case may be, shall be limited to receiving their respective Exchangeable Share Consideration so deposited, against presentation and surrender of the said certificates held by them, respectively, in accordance with the foregoing provisions. Upon such payment or deposit of such Exchangeable Share Consideration, the holders of the Exchangeable Shares shall thereafter be considered and deemed for all purposes to be holders of the ParentCo Common Shares delivered to them. Notwithstanding the foregoing, until such payment or deposit of such Exchangeable Share Consideration is made, the holder shall be deemed to still be a holder of Exchangeable Shares for purposes of all voting rights in ParentCo with respect thereto under the Voting and Exchange Trust Agreement.

Section 7.4 If ParentCo or ParentCo Sub exercises the Redemption Call Right, each holder of Exchangeable Shares shall be obligated to sell all the Exchangeable Shares held by the Holder to whichever of ParentCo or ParentCo Sub exercises such right on the Automatic Redemption Date on payment by whichever of ParentCo or ParentCo Sub exercises such right to the holder of the Exchangeable Share consideration representing the Redemption Call Purchase Price for each such share.

ARTICLE 8
VOTING RIGHTS

Section 8.1 The holders of the Exchangeable Shares shall be entitled to receive notice of and to attend and vote, and to one (1) vote for each Exchangeable Share held by them, at all shareholders' meetings.

ARTICLE 9
AMENDMENT AND APPROVAL

Section 9.1 The rights, privileges, restrictions and conditions attaching to the Exchangeable Shares may be added to, changed or removed but, except as hereinafter provided, only with the approval of the holders of the Exchangeable Shares given as hereinafter specified.

Section 9.2 Any approval given by the holders of the Exchangeable Shares to add to, change or remove any right, privilege, restriction or condition attaching to the Exchangeable Shares or any other matter requiring the approval or consent of the holders of the Exchangeable

Shares shall be deemed to have been sufficiently given if it shall have been (a) consented to in writing by each holder of Exchangeable Shares or such holder's attorney authorized in writing or (b) given in accordance with applicable law subject to a minimum requirement that such approval be evidenced by resolution passed by not less than 66 2/3% of the votes cast on such resolution by persons represented in person or by proxy at a meeting of holders of Exchangeable Shares duly called and held at which the holders of at least 50% of the outstanding Exchangeable Shares at that time are present or represented by proxy (excluding Exchangeable Shares held by the escrow agent pursuant to the terms of the Escrow Agreement and Exchangeable Shares beneficially owned by ParentCo or its Subsidiaries). If at any such meeting the holders of at least 50% of the outstanding Exchangeable Shares (excluding Exchangeable Shares held by the escrow agent pursuant to the terms of the Escrow Agreement and Exchangeable Shares beneficially owned by ParentCo or its Subsidiaries) at that time are not present or represented by proxy within one-half hour after the time appointed for such meeting then the meeting shall be adjourned to such date not less than 10 days thereafter and to such time and place as may be designated by the Chairman of such meeting. At such adjourned meeting, the holders of Exchangeable Shares present or represented by proxy thereat may transact the business for which the meeting was originally called and a resolution passed thereat by the affirmative vote of not less than 66 2/3% of the votes cast on such resolution by persons represented in person or by proxy at such meeting shall constitute the approval or consent of the holders of the Exchangeable Shares. For the purposes of this section, any spoiled votes, illegible votes, defective votes and abstinences shall be deemed to be votes not cast.

ARTICLE 10
RECIPROCAL CHANGES, ETC. IN RESPECT OF PARENTCO COMMON SHARES

Section 10.1 Notwithstanding the provisions of Article 9, the Exchangeable Shares shall be automatically adjusted to fully reflect the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into ParentCo Common Shares), reorganization, recapitalization or other like change with respect to, or any amalgamation, merger or other similar transaction affecting, ParentCo Common Stock occurring after the Effective Date.

ARTICLE 11
ACTIONS BY THE CORPORATION UNDER SUPPORT AGREEMENT

Section 11.1 The Corporation will take all such actions and do all such things as shall be necessary or advisable to perform and comply with and to ensure performance and compliance by ParentCo with all provisions of the Support Agreement and the Voting and Exchange Trust Agreement in accordance with the terms thereof including, without limitation, taking all such actions and doing all such things as shall be necessary or advisable to enforce to the fullest extent possible for the direct benefit of the Corporation or the holders of the Exchangeable Shares all rights and benefits in favour of the Corporation or the holders of the Exchangeable Shares under or pursuant thereto.

Section 11.2 The Corporation shall not propose, agree to or otherwise give effect to any amendment to, or waive or forgive its rights or obligations under, the Support Agreement or the Voting and Exchange Trust Agreement without the approval of the holders of the Exchangeable Shares given in accordance with Section 9.1 of these share provisions other than such amendments, waivers and/or forgiveness as may be necessary or advisable for the purpose of:

(a) adding to the covenants of the other party or parties to such agreement for the protection of the Corporation or the holders of Exchangeable Shares; or

(b) making such provisions or modifications not inconsistent with such agreement or certificate as may be necessary or desirable with respect to matters or questions arising thereunder which, in the opinion of the Board of Directors, it may be expedient to make, provided that the Board of Directors shall be of the opinion, after consultation with counsel, that such provisions and modifications will not be prejudicial to the interests of the holders of the Exchangeable Shares; or

(c) making such changes in or corrections to such agreement or certificate which, on the advice of counsel to the Corporation, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error contained therein, provided that the Board of Directors shall be of the opinion, after consultation with counsel, that such changes or corrections will not be prejudicial to the interests of the holders of the Exchangeable Shares.

ARTICLE 12
LEGEND

Section 12.1 The certificates evidencing the Exchangeable Shares shall contain or have affixed thereto a legend, in form and on terms approved by the Board of Directors, with respect to the Support Agreement, the Liquidation Call Right and the Redemption Call Right, and the Voting and Exchange Trust Agreement (including the provisions with respect to the voting rights, exchange right and automatic exchange thereunder).

ARTICLE 13
MISCELLANEOUS

Section 13.1 Any notice, request or other communication to be given to the Corporation by a holder of Exchangeable Shares shall be in writing and shall be valid and effective if given by mail (postage prepaid) or by telecopy or by delivery to the registered office of the Corporation and addressed to the attention of the President. Any such notice, request or other communication, if given by mail, telecopy or delivery, shall only be deemed to have been given and received upon actual receipt thereof by the Corporation.

Section 13.2 Any presentation and surrender by a holder of Exchangeable Shares to the Corporation of certificates representing Exchangeable Shares in connection with the liquidation, dissolution or winding-up of the Corporation or the retraction or redemption of Exchangeable Shares shall be made by registered mail (postage prepaid) or by delivery to the registered office of the Corporation or to such other office in Ontario, Canada as may be specified by the Corporation, in each case addressed to the attention of the President of the Corporation. Any such presentation and surrender of certificates shall only be deemed to have been made and to be effective upon actual receipt thereof by the Corporation and the method of any such presentation and surrender of certificates shall be at the sole risk of the holder.

Section 13.3 Any notice, request or other communication to be given to a holder of Exchangeable Shares by or on behalf of the Corporation shall be in writing and shall be valid and effective if given by mail (postage prepaid) or by delivery to the address of the holder recorded in the securities register of the Corporation or, in the event of the address of any such holder not being so recorded, then at the last known address of such holder. Any such notice, request or other communication, if given by mail, shall be deemed to have been given and received on the fifth Business Day following the date of mailing and, if given by delivery, shall be deemed to have been given and received on the date of delivery. Accidental failure or omission to give any notice, request or other communication to one or more holders of Exchangeable Shares shall not invalidate or otherwise alter or affect any action or proceeding to be or intended to be taken by the Corporation.

Section 13.4 For greater certainty, the Corporation shall not be required for any purpose under these share provisions to recognize or take account of persons who are not so recorded in such securities register.

Section 13.5 All Exchangeable Shares acquired by the Corporation upon the purchase, redemption or retraction thereof shall be cancelled.

CLASS A COMMON SHARES

The holders of the Class A Common Shares shall be entitled:

1. To receive notice of, and to attend and to vote at all meetings of shareholders of the Corporation except meetings at which only holders of a specified class of shares other than the Class A Common Shares are entitled to vote, and to cast at all such meetings 1,000 votes per Class A Common Share;

2. subject to the rights of the holders of Exchangeable Shares, to receive and the Corporation shall pay thereon, as and when declared by the directors out of monies of the Corporation properly applicable to the payment of dividends, such amounts as may from time to time be declared by the directors; and

3. subject to the rights of the holders of Exchangeable Shares, to receive, subject to the rights of the holders of any other classes of shares, the remaining property of the Corporation on the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary.

SCHEDULE A

RETRACTION REQUEST

To: AdValiant, Inc., (the "Corporation")
Dialog Group, Inc. ("ParentCo")

This notice is given pursuant to Article 6 of the provisions (the "Share Provisions") attaching to the Exchangeable Shares of the Corporation represented by the enclosed certificate and all capitalized words and expressions used in this notice which are defined in the Share Provisions have the meaning attributed to such words and expressions in such Share Provisions.

The undersigned hereby notifies the Corporation that, subject to the Retraction Call Right referred to below, the undersigned desires to have the Corporation redeem in accordance with Article 6 of the Share Provisions:

☐ all share(s) represented by the certificate(s) accompanying this notice; or

_____ share(s) only.

The undersigned hereby notifies the Corporation that the Retraction Date shall be _____.

NOTE: The Retraction Date must be a Business Day and must not be less than 10 Business Days nor more than 15 Business Days after the date upon which this notice is received by the Corporation. In the event that no such Business Day is correctly specified above, the Retraction Date shall be deemed to be the tenth Business Day after the date on which this notice is received by the Corporation.

The undersigned acknowledges the Retraction Call Right of ParentCo or, at ParentCo's option, ParentCo Sub to purchase all but not less than all of the Retracted Shares from the undersigned and that this notice shall be deemed to be a revocable offer by the undersigned to sell the Retracted Shares to ParentCo or ParentCo Sub in accordance with the Retraction Call Right on the Retraction Date for the Retraction Price and on the other terms and conditions set out in Section 6.3 of the Share Provisions. If ParentCo and ParentCo Sub determine not to exercise the Retraction Call Right, the Corporation will notify the undersigned of such fact as soon as possible. This notice of retraction, and offer to sell the Retracted Shares to ParentCo or ParentCo Sub, may be revoked and withdrawn by the undersigned by notice in writing given to the Corporation at any time before the close of business on the Business Date immediately preceding the Retraction Date.

The undersigned acknowledges that if, as a result of liquidity or solvency provisions of applicable law, the Corporation is unable to redeem all Retracted Shares, the undersigned will be deemed, subject to revoking this notice in accordance with the Share Provisions, to have exercised the Exchange Right (as defined in the Voting and Exchange Trust Agreement) so as to require ParentCo to purchase the unredeemed Retracted Shares.

The undersigned hereby represents and warrants to the Corporation, ParentCo and ParentCo Sub that the undersigned has good title to, and owns, the share(s) that are the subject of this notice and are to be acquired by the Corporation, ParentCo or ParentCo Sub, as the case may be, free and clear of all liens, claims, encumbrances, security interests and adverse claims or interests.

☐ Please check box if the legal or beneficial owner of the Retracted Shares is a non-resident of Canada

☐ Please check box if the securities and any cheque(s) or other non-cash assets resulting from the retraction of the Retracted Shares are to be held for pick-up by the shareholder at the registered office of the Corporation, failing which the securities and any cheque(s) or other non-cash assets will be delivered to the shareholder in accordance with the Share Provisions.

Name of Person I Whose Name Securities or Cheque(s) or Other Non-cash Assets Are To Be Registered, Issued or Delivered (please print)	Date
Street Address or P.O. Box	
	Signature of Shareholder
City, Province	
	Signature Guaranteed by

NOTE: This notice must be completed and the certificate(s) representing the Exchangeable Shares which are the subject of this notice, together with such additional documents as the Corporation may require, must be deposited with the Corporation at its office at 2 St. Clair Avenue East, Suite 800, Toronto, Ontario, Canada, M4T 2T5. The securities and any cheque(s) or other non-cash assets resulting from the retraction or purchase of the Retracted Shares will be issued and registered in, and made payable to, or transferred into, respectively, the name of the shareholder as it appears on the register of the Corporation and the securities, cheque(s) and other non-cash assets resulting from such retraction or purchase will be delivered to the shareholder in accordance with the Share Provisions.

NOTE: Signature must be guaranteed by a Canadian chartered bank, a major Canadian trust company, a member of a recognized Canadian stock exchange or a member of the Securities Transfer Agents Medallion Program (STAMP).

NOTE: If the notice of retraction is for less than all of the share(s) represented by the certificate(s) submitted with this notice, a certificate representing the remaining shares of the Corporation will be issued and registered in the name of the shareholder as it appears on the register of the Corporation.

Exhibit 10.11

VOTING AND EXCHANGE TRUST AGREEMENT

THIS VOTING AND EXCHANGE TRUST AGREEMENT is entered into as of, June 30, 2005, by and between ADVALIANT USA, INC., a corporation existing under the laws of Delaware ("AdValiant USA), ADVALIANT INC., a corporation incorporated under the laws of Ontario (the "Corporation"), DIALOG GROUP, INC., a corporation existing under the laws of Delaware ("DGI"), EMPIRE MEDIA, INC., a corporation existing under the laws of Delaware ("Empire" or "Trustee"), Jivan Manhas, of the City of Toronto, in the Province of Ontario and Matthew Wise, of the City of Toronto, in the Province of Ontario.

WHEREAS pursuant to a Merger Agreement dated as of June 30, 2005, made between DGI, AdValiant USA, AdValiant Acquisition Corp., the Corporation, and Empire, Matthew Wise and Jivan Manhas (the "Shareholders") (such agreement as it may be amended or restated is hereinafter referred to as the "Merger Agreement") the parties thereto agreed that prior to the Merger (as defined below), the parties hereto would execute and deliver a Voting and Exchange Trust Agreement containing the terms and conditions set forth in an Exhibit to the Merger Agreement, together with such other terms and conditions as may be agreed to by the parties to the Merger Agreement.

WHEREAS pursuant to a reorganization of the capital of the Corporation (the "Reorganization") contemplated in the Merger Agreement, the Corporation and Shareholders agreed that all of the outstanding Common Shares of the Corporation were reclassified as exchangeable shares (the "Exchangeable Shares") having the rights, privileges, restrictions and conditions attached hereto as Schedule A (collectively, the "Exchangeable Share Provisions") and the Corporation would issue a specified number of Exchangeable Shares to each Shareholder.

WHEREAS pursuant to the Merger Agreement, AdValiant USA and AdValiant Acquisition Corp., a wholly-owned subsidiary of DGI, shall merge (the "Merger") and, upon the merger, outstanding shares of common stock of AdValiant USA will be cancelled and each of the 100 outstanding shares of Class A common stock of AdValiant USA will be changed into four shares of Class F Preferred Stock of DGI.

WHEREAS prior to the effective time of the Merger, Exchangeable Shares shall be exercisable for common stock of AdValiant USA and on and after the effective time of the Merger, Exchangeable Shares shall be exercisable for common stock of DGI.

WHEREAS all references to "ParentCo" in this Agreement shall mean AdValiant USA if the reference is made to any action to be taken by or in respect of ParentCo prior to the effective time of the Merger and shall mean DGI on and after the effective time of the Merger if the reference is made to any action to be taken by or in respect of ParentCo.

WHEREAS the parties desire to make appropriate provision and to establish a procedure whereby (i) voting rights in common stock of AdValiant USA, prior to the Merger, and voting rights in common stock of DGI, on and after the Merger, shall be exercisable by holders (other than AdValiant USA and DGI and their Subsidiaries) from time to time of Exchangeable Shares by and through the Trustee, which will hold legal title to and share certificates in respect of Class A Common Stock in the capital of AdValiant USA prior to the effective time of the Merger and Class F Voting Preferred Stock in the capital of DGI on and after the effective time of the Merger, to which, in each case, voting rights are intended to be granted for the benefit of the holders of Exchangeable Shares in such number as is equal to the number of Exchangeable Shares from time to time issued and outstanding, excluding Exchangeable Shares held by AdValiant USA or DGI and their respective Subsidiaries, and (ii) the rights to require ParentCo or, at the option of ParentCo, ParentCo Sub (as hereinafter defined) to purchase Exchangeable Shares from the holders thereof (other than AdValiant USA and DGI and their Subsidiaries) shall be exercisable by such holders of Exchangeable Shares by and through the Trustee, which will hold the covenant of ParentCo to purchase, or cause ParentCo Sub to purchase, the Exchangeable Shares for the benefit of such holders;

WHEREAS the Merger Agreement requires that the shareholders of the Corporation on the date hereof deposit with the Escrow Agent 75% of the 336,685,584 issued and outstanding Exchangeable Shares and the Trustee will deposit with the Escrow Agent 75% of the 400 issued and outstanding DGI Preferred Voting Shares (the "Escrowed Shares") issued on the date hereof;

AND WHEREAS the Escrowed Shares will be held by the Escrow Agent in escrow in accordance with Article 5 hereof and the terms of the Escrow Agreement, pending determination of the number of Exchangeable Shares and DGI Preferred Voting Shares to be released from escrow on each Supplemental Closing pursuant to the Merger Agreement;

NOW, THEREFORE, in consideration of the respective covenants and agreements provided in this agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

1.1 Definitions.

In this agreement, the following terms shall have the following meanings:

"AdValiant USA Preferred Voting Shares" means the Class A Common Stock in the capital of AdValiant USA, Inc. having the attributes provided in Schedule D hereof;

"Automatic Exchange Rights" means the obligation of ParentCo to effect the automatic exchange of ParentCo Common Shares for Exchangeable Shares pursuant to Section 6.11 hereof;

"Board of Directors" means the Board of Directors of the Corporation;

"Business Day" has the meaning provided in the Exchangeable Share Provisions;

"Canadian Dollar Equivalent" means in respect of any amount expressed in a foreign currency (the "Foreign Currency Amount") at any date, the product obtained by multiplying the Foreign Currency Amount by the official noon spot rate of exchange on such date for such foreign currency, as reported by the Bank of Canada;

"DGI Preferred Voting Shares" means the Class F Voting Preferred Stock in the capital of Dialog Group, Inc. having the attributes provided in Schedule E hereof;

"Equivalent Vote Amount" means, with respect to any matter, proposition or question on which holders of ParentCo Common Shares are entitled to vote, consent or otherwise act, the number of votes to which a holder of one share of ParentCo Common Shares is entitled with respect to such matter, proposition or question;

"Escrow Agent"means Mark Siegel as escrow agent pursuant to the terms of the Escrow Agreement;

"Escrow Agreement"means an agreement dated as of June 30, 2005 among Dialog Group, Inc., AdValiant Acquisition Corp., AdValiant Inc., AdValiant USA, Inc., Empire Media, Inc, Matthew Wise and Jivan Manhas, and Mark Siegel as escrow agent;

"Escrowed Shares" has the meaning provided in the recitals hereto;

"Exchange Right" has the meaning provided in Section 6.1(a) hereof;

"Exchangeable Share Consideration" has the meaning provided in the Exchangeable Share Provisions;

"Exchangeable Share Price" has the meaning provided in the Exchangeable Share Provisions;

"Exchangeable Share Provisions" has the meaning provided in the recitals hereto;

"Exchangeable Shares" has the meaning provided in the recitals hereto;

"Holder Votes" has the meaning provided in Section 4.2 hereof;

"Holders" means the registered holders from time to time of Exchangeable Shares, other than ParentCo and its Subsidiaries;

"Insolvency Event" means the institution by the Corporation of any proceeding to be adjudicated a bankrupt or insolvent or to be dissolved or wound-up, or the consent of the Corporation to the institution of bankruptcy, insolvency, dissolution or winding-up proceedings against it, or the filing of a petition, answer or consent seeking dissolution or winding-up under any bankruptcy, insolvency or analogous laws, including without limitation the *Companies Creditors' Arrangement Act* (Canada) and the *Bankruptcy and Insolvency Act* (Canada), and the failure by the Corporation to contest in good faith any such proceedings commenced in respect of the Corporation within 15 days of becoming aware thereof, or the consent by the Corporation to the filing of any such petition or to the appointment of a receiver, or the making by the Corporation of a general assignment for the benefit of creditors, or the admission in writing by the Corporation of its inability to pay its debts generally as they become due**,** or the Corporation's not being permitted, pursuant to liquidity or solvency requirements of applicable law, to redeem any Retracted Shares pursuant to Section 6.6 of the Exchangeable Share Provisions;

"Liquidation Call Right" has the meaning provided in the Exchangeable Share Provisions;

"Liquidation Event" has the meaning provided in subsection 6.11(a) hereof;

"Liquidation Event Effective Time" has the meaning provided in subsection 6.11(c) hereof;

"Merger Agreement" has the meaning provided in the recitals hereto and a copy thereof is attached hereto as Schedule B.

"Officer's Certificate" means, with respect to ParentCo or the Corporation, as the case may be, a certificate signed by any one of the Chairman of the Board, the Vice-Chairman of the Board (if there be one), the President or any Vice-President of ParentCo or the Corporation, as the case may be;

"ParentCo"has the meaning provided in the recitals hereto;

"ParentCo Common Share" has the meaning provided in the Exchangeable Share Provisions;

"ParentCo Consent" means any written consent sought by ParentCo from holders of its common stock;

"ParentCo Meeting" means any meeting of shareholders of AdValiant USA at which the holders of AdValiant Common Shares or AdValiant USA Preferred Voting Shares is entitled to vote and any meeting of shareholders of DGI at which holders of DGI Common Shares or DGI Preferred Voting Stock is entitled to vote;

"ParentCo Preferred Shares" means, collectively, the AdValiant USA Preferred Voting Shares and the DGI Preferred Voting Shares;

"ParentCo Sub" means any Subsidiary of AdValiant USA or DGI incorporated under the *Business Corporations Act* (Ontario) for the purpose of delivering ParentCo Common Shares as provided in this agreement, the Exchangeable Share Provisions or the Support Agreement;

"Person" includes an individual, body corporate, partnership, company, unincorporated syndicate or organization, trust, trustee, executor, administrator and other legal representative;

"Redemption Call Right" has the meaning provided in the Exchangeable Share Provisions;

"Reorganization" has the meaning provided in the recitals hereto;

"Retracted Shares" has the meaning provided in Section 6.7 hereof;

"Retraction Call Right" has the meaning provided in the Exchangeable Share Provisions;

"Subsidiary" has the meaning provided in the Exchangeable Share Provisions;

"Successor" has the meaning provided in Section 11.1 hereof;

"Supplemental Closings" mean the release from escrow of Escrowed Shares in accordance with Section 7.04 of the Merger Agreement and the terms of the Escrow Agreement on December 15, 2005, March 15, 2006, June 16, 2006 and September 15, 2006;

"Support Agreement" means that certain support agreement made as of the date hereof by and between AdValiant USA, Inc., Dialog Group, Inc. and the Corporation;

"Trust" means the trust created by this agreement;

"Trust Estate" means the ParentCo Preferred Shares, the Exchange Right, the Automatic Exchange Rights and any money or other property which may be held by the Trustee from time to time pursuant to this agreement;

"Trustee" means Empire Media, Inc. and, subject to the provisions of Article 10 hereof, includes any successor trustee or permitted assigns;

"US$"means the lawful currency of the United States of America; and

"Voting Rights" means the voting rights with respect to AdValiant USA, Inc. prior to the effective time of the Merger attached to the AdValiant USA Preferred Voting Shares held by the Trustee and the voting rights with respect to Dialog Group, Inc. on and after the effective time of the Merger attached to the DGI Preferred Voting Shares held by the Trustee.

1.2 Integration Not Affected by Headings, Etc.

The division of this agreement into articles, sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement.

1.3 Number, Gender, Etc.

Words importing the singular number only shall include the plural and vice versa. Words importing the use of any gender shall include all genders.

1.4 Date for Any Action.

If any date on which any action is required to be taken under this agreement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

1.5 Exhibits and Schedules.

The following are the Exhibits and Schedules annexed hereto and incorporated by reference in this agreement:

Exhibit A - List of Escrowed Shares

Schedule A - Exchangeable Share Provisions

Schedule B - Merger Agreement (excluding schedules and exhibits)

Schedule C - Support Agreement

Schedule D - AdValiant USA Preferred Voting Share Provisions

Schedule E - DGI Preferred Voting Share Provisions

ARTICLE 2 - PURPOSE OF AGREEMENT

The purpose of this agreement is to create the Trust for the benefit of the Holders, as herein provided. The Trustee will hold the AdValiant USA Preferred Voting Shares and the DGI Preferred Voting Shares (other than such shares held by the Escrow Agent) in order to enable the Trustee to exercise the Voting Rights and will hold the Exchange Right and the Automatic Exchange Rights in order to enable the Trustee to exercise such rights, in each case as trustee for and on behalf of the Holders as provided in this agreement. DGI Preferred Voting Shares held by the Escrow Agent shall be held pursuant to the provisions of the Merger Agreement and the Escrow Agreement for the benefit of the Holders or the Corporation as therein provided.

ARTICLE 3 - PARENTCO PREFERRED SHARES

3.1 Issuance and Ownership of the ParentCo Preferred Shares.

Prior to the Merger, AdValiant USA shall issue to and deposit with the Trustee, 100 AdValiant USA Preferred Voting Shares and upon the Merger becoming effective, the AdValiant USA Preferred Voting Shares shall be changed into a total of 400 DGI Preferred Voting Shares of which DGI shall issue and deposit certificates representing (i) 100 DGI Preferred Voting Shares with the Trustee to be thereafter held of record by the Trustee as trustee for and on behalf of the Holders in accordance with the provisions of this agreement and (ii) 300 DGI Preferred Voting Shares with the Escrow Agent to be held by the Escrow Agent and delivered from time to time at Supplemental Closings to the Trustee in accordance with the terms of the Merger Agreement and the Escrow Agreement. AdValiant USA and DGI hereby acknowledge receipt from the Trustee as trustee for and on behalf of the Holders of good and valuable consideration (and acknowledge the sufficiency or adequacy thereof) for the issuance of the ParentCo Preferred Shares deposited by each of them with the Trustee and the Escrow Agent. During the term of the Trust and subject to the terms and conditions of this agreement, the Trustee shall possess and be vested with full legal ownership of the ParentCo Preferred Shares not held by the Escrow Agent pursuant to the terms of the Escrow Agreement and the Merger Agreement and the Trustee shall be entitled to exercise all of the rights and powers of an owner with respect to such ParentCo Preferred Shares, provided that the Trustee shall:

(a) hold the ParentCo Preferred Shares and the legal title thereto as trustee solely for the use and benefit of the Holders in accordance with the provisions of this agreement; and

(b) except as specifically authorized by this agreement, have no power or authority to sell, transfer, vote or otherwise deal in or with the ParentCo Preferred Shares, and the ParentCo Preferred Shares shall not be used or disposed of by the Trustee for any purpose other than the purposes for which this Trust is created pursuant to this agreement.

3.2 Safe Keeping of Certificate.

The certificates representing the ParentCo Preferred Shares outstanding from time to time, other than such certificates held by the Escrow Agent, shall at all times be held in safe keeping by the Trustee or its agent. The Trustee shall store the certificates in its vault or in the vault of a Schedule I Canadian chartered bank.

3.3 Holders' Benefit.

For greater certainty, the Trustee holds the benefit of the Voting Rights for the Holders but all other rights in respect of the ParentCo Preferred Shares, including without limitation any right to dividends on the AdValiant USA Preferred Voting Shares and the DGI Preferred Voting Shares are for the benefit of AdValiant USA and DGI, respectively.

ARTICLE 4 - EXERCISE OF VOTING RIGHTS

4.1 Voting Rights.

The Trustee, as the holder of record of the ParentCo Preferred Shares not held by the Escrow Agent, shall be entitled to all of the Voting Rights, including the right to consent to or to vote in person or by proxy the ParentCo Preferred Shares held by it, on any matter, question or proposition whatsoever that may properly come before the holders of ParentCo Common Shares at a ParentCo Meeting or in connection with a ParentCo Consent. The Voting Rights shall be and remain vested in and exercised by the Trustee. Subject to Section 7.12 hereof, the Trustee shall exercise the Voting Rights only on the basis of instructions received pursuant to this Article 4 from Holders entitled to instruct the Trustee as to the voting thereof in connection with which a ParentCo Consent is sought or a ParentCo Meeting is held. To the extent that no instructions are received from a Holder with respect to the Voting Rights to which such Holder is entitled, the Trustee shall not exercise or permit the exercise of such Holder's Voting Rights.

4.2 Number of Votes.

With respect to all ParentCo Meetings and with respect to all ParentCo Consents, each Holder shall be entitled to instruct the Trustee to cast and exercise, in the manner instructed, a number of votes equal to the Equivalent Vote Amount for each Exchangeable Share owned of record by such Holder on the record date established by ParentCo or by applicable law for such ParentCo Meeting or ParentCo Consent, as the case may be, (the "Holder Votes") in respect of each matter, question or proposition to be voted on at such ParentCo Meeting or to be consented to in connection with such ParentCo Consent.

4.3 Mailings to Shareholders.

With respect to each ParentCo Meeting and ParentCo Consent, the Trustee will mail or cause to be mailed (or otherwise communicate in the same manner as ParentCo uses in communications to holders of ParentCo Common Shares, subject to the Trustee's ability to provide such other method of communication and upon being advised in writing of such method) to each of the Holders named in the Voting List on the same day as the initial mailing or notice (or other communication) with respect thereto is given by ParentCo to holders of ParentCo Common Shares:

(a) a copy of such notice, together with any proxy or information statement and related materials to be provided to holders of ParentCo Common Shares;

(b) a statement as to the number of Holder Votes which the Holder is entitled to exercise;

(c) a statement as to the manner in which such instructions may be given to the Trustee, including an express indication that instructions may be given to the Trustee to give:

(i) a proxy to such Holder or his designee to exercise personally the Holder Votes; or

(ii) a proxy to a designated agent or other representative of the management of ParentCo to exercise such Holder Votes;

(d) a statement that if no voting instructions are received from the Holder, the Holder Votes to which such Holder is entitled will not be exercised;

(e) a form of direction whereby the Holder may so direct and instruct the Trustee as contemplated herein; and

(f) a statement of (i) the time and date by which voting instructions must be received by the Trustee in order to be binding upon it, which in the case of a ParentCo Meeting shall not be earlier than the close of business on the Business Day prior to such voting meeting, and (ii) the method for revoking or amending such voting instructions.

ParentCo hereby covenants to provide to the Trustee, in a timely manner and for the benefit of the Holders, the shareholder materials and a form of the accompanying documents referred to above.

For the purpose of determining Holder Votes to which a Holder is entitled in respect of any such ParentCo Meeting or ParentCo Consent, the number of Exchangeable Shares owned of record by the Holder shall be determined at the close of business on the record date established by ParentCo or by applicable law for purposes of determining shareholders entitled to vote at such ParentCo Meeting or to give written consent in connection with such ParentCo Consent. ParentCo will notify the Trustee in writing of any decision of the board of directors of ParentCo with respect to the calling of any such ParentCo Meeting or the seeking of any such ParentCo Consent and, together with the Corporation, shall provide all necessary information and materials to the Trustee in each case promptly and in any event in sufficient time to enable the Trustee to perform its obligations contemplated by this Section 4.3. The Corporation shall provide to the Trustee, in a timely manner, a current list of the Holders, and the number of Exchangeable Shares held of record by each Holder, in order to make such calculation of Holder Votes and give the information required by Section 4.3(b).

4.4 Copies of Shareholder Information.

ParentCo will deliver to the Trustee copies of all proxy materials, (including notices of ParentCo Meetings, but excluding proxies to vote ParentCo Common Shares), information statements, reports (including without limitation all interim and annual financial statements) and other written communications that are to be distributed from time to time to holders of ParentCo Common Shares in sufficient quantities and in sufficient time, to the extent possible, so as to enable the Trustee to send those materials to each Holder at the same time as such materials are first sent to holders of ParentCo Common Shares. The Trustee will mail or otherwise send to each Holder, at the expense of ParentCo, copies of all such materials (and all materials specifically directed to the Holders or to the Trustee for the benefit of the Holders by ParentCo) received by the Trustee from ParentCo, to the extent possible, at the same time as such materials are first sent to holders of ParentCo Common Shares. The Trustee will make copies of all such materials available for inspection by any Holder at the Trustee's principal office.

4.5 Other Materials.

Immediately after receipt by ParentCo of any material sent or given generally to the holders of ParentCo Common Shares by or on behalf of a third party, including without limitation dissident proxy and information circulars (and related information and material) and tender or exchange offer circulars (and related information and material), ParentCo shall obtain and deliver to the Trustee copies thereof in sufficient quantities so as to enable the Trustee to forward such material (unless the same has been provided directly to Holders by such third party) to each Holder as soon as possible thereafter. As soon as practicable after receipt thereof, the Trustee will mail or otherwise send to each Holder, at the expense of ParentCo, copies of all such materials received by the Trustee from ParentCo. The Trustee will also make copies of all such materials available for inspection by any Holder at the Trustee's principal office.

4.6 List of Persons Entitled to Vote.

The Corporation shall, (i) prior to each annual, general and special ParentCo Meeting or the seeking of any ParentCo Consent and (ii) forthwith upon each request made at any time by the Trustee in writing, prepare or cause to be prepared a list (a "Voting List") of the names and addresses of the Holders arranged in alphabetical order and showing the number of Exchangeable Shares held of record by each such Holder, in each case at the close of business on the date specified by the Trustee in such request or, in the case of a Voting List prepared in connection with a ParentCo Meeting or a ParentCo Consent, at the close of business on the record date established by ParentCo or pursuant to applicable law for determining the holders of ParentCo Common Shares entitled to receive notice of and/or to vote at such ParentCo Meeting or to give consent in connection with such ParentCo Consent. Each such List shall be delivered to the Trustee promptly after receipt by the Corporation of such request or the record date for such meeting or seeking of consent, as the case may be, and in any event within sufficient time as to enable the Trustee to perform its obligations under this agreement. ParentCo agrees to give the Corporation written notice (with a copy to the Trustee) of the calling of any ParentCo Meeting or the seeking of any ParentCo Consent, together with the record dates therefor, sufficiently prior to the date of the calling of such meeting or seeking of such consent so as to enable the Corporation to perform its obligations under this Section 4.6.

4.7 Entitlement to Direct Votes.

Any Holder named in a Voting List prepared in connection with any ParentCo Meeting or any ParentCo Consent will be entitled (i) to instruct the Trustee in the manner described in Section 4.3 hereof with respect to the exercise of the Holder Votes to which such Holder is entitled or (ii) to attend such meeting and personally to exercise thereat (or to exercise with respect to any written consent), as the proxy of the Trustee, the Holder Votes to which such Holder is entitled.

4.8 Voting by Trustee and Attendance of Trustee Representatives at Meeting.

(a) In connection with each ParentCo Meeting and ParentCo Consent, the Trustee shall exercise, either in person or by proxy, in accordance with the instructions received from a Holder pursuant to Section 4.3 hereof, the Holder Votes as to which such Holder is entitled to direct the vote (or any lesser number thereof as may be set forth in the instructions); provided, however, that such written instructions are received by the Trustee from the Holder prior to the time and date fixed by it for receipt of such instructions in the notice given by the Trustee to the Holder pursuant to Section 4.3 hereof.

(b) The Trustee shall cause such representatives as are empowered by it to sign and deliver, on behalf of the Trustee, proxies for Voting Rights to attend each ParentCo Meeting. Upon submission by a Holder (or its designee) of identification satisfactory to the Trustee's representatives, and at the Holder's request, such representatives shall sign and deliver to such Holder (or its designee) a proxy to exercise personally the Holder Votes as to which such Holder is otherwise entitled hereunder to direct the vote, if such Holder either:

(i) has not previously given the Trustee instructions pursuant to Section 4.3 hereof in respect of such meeting, or

(ii) submits to the Trustee's representatives written revocation of any such previous instructions.

At such meeting, the Holder exercising such Holder Votes shall have the same rights as the Trustee to speak at the meeting in respect of any matter, question or proposition, to vote by way of ballot at the meeting in respect of any matter, question or proposition and to vote at such meeting by way of a show of hands in respect of any matter, question or proposition.

4.9 Distribution of Written Materials.

Any written materials to be distributed by the Trustee to the Holders pursuant to this agreement shall be delivered or sent by mail (or otherwise communicated in the same manner as ParentCo uses in communications to holders of ParentCo Common Shares), and shall be delivered or sent to each Holder at its address as shown on the books of the Corporation. The Corporation shall provide or cause to be provided to the Trustee for this purpose, on a timely basis and without charge or other expense:

(a) current lists of the Holders; and

(b) on the request of the Trustee, mailing labels to enable the Trustee to carry out its duties under this agreement.

4.10 Termination of Voting Rights.

Except as otherwise provided herein, all of the rights of a Holder and the Trustee with respect to the Holder Votes exercisable on the basis of the number of Exchangeable Shares held by such Holder, including the right to instruct the Trustee as to the voting of or to vote personally such Holder Votes, shall be deemed to be surrendered by the Holder to ParentCo, the Trustee's right to exercise the Holder Votes in respect of such Holder shall terminate automatically and such Holder Votes and the Voting Rights represented thereby shall cease immediately, upon the delivery by such Holder to the Trustee of the certificates representing such Exchangeable Shares in connection with the exercise by the Holder of the Exchange Right or the occurrence of the automatic exchange of Exchangeable Shares for ParentCo Common Shares, as described in Article 6 hereof (unless in either case ParentCo shall not have delivered the Exchangeable Share Consideration deliverable in exchange therefor to the Holders), or upon the redemption of Exchangeable Shares pursuant to Article 6 or Article 7 of the Exchangeable Share Provisions, or upon the effective date of the liquidation, dissolution or winding-up of the Corporation or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs pursuant to Article 5 of the Exchangeable Share Provisions, or upon the purchase of Exchangeable Shares from the holder thereof by ParentCo or ParentCo Sub pursuant to the exercise by ParentCo or ParentCo Sub of the Retraction Call Right, the Redemption Call Right or the Liquidation Call Right.

ARTICLE 5 - ESCROWED SHARES

5.1 Issuance and Ownership of Escrowed Shares.

As provided in the Merger Agreement, the Holders have deposited certificates representing all of the Escrowed Shares with the Escrow Agent. Such share certificates are registered in the name of the Escrow Agent as escrow agent pursuant to the terms of the Escrow Agreement. The Escrowed Shares shall be held by the Escrow Agent and released by the Escrow Agent to the Trustee, in the case of DGI Preferred Voting Shares and to Holders or to ParentCo in the case of the Exchangeable Shares in accordance with the provisions of the Escrow Agreement.

ARTICLE 6 - EXCHANGE RIGHT AND AUTOMATIC EXCHANGE

6.1 Grant and Ownership of the Exchange Right.

ParentCo hereby grants to the Trustee as trustee for and on behalf of, and for the use and benefit of, the Holders:

(a) the right (the "Exchange Right"), upon the occurrence and during the continuance of an Insolvency Event, to require ParentCo to purchase or to cause ParentCo Sub to purchase from each or any Holder all or any part of the Exchangeable Shares held by the Holders, and

(b) the Automatic Exchange Rights,

all in accordance with the provisions of this agreement and the Exchangeable Share Provisions, as the case may be. ParentCo hereby acknowledges receipt from the Trustee as trustee for and on behalf of the Holders of good and valuable consideration (and the sufficiency and adequacy thereof) for the grant of the Exchange Right and the Automatic Exchange Rights by ParentCo to the Trustee. During the term of the Trust and subject to the terms and conditions of this agreement, the Trustee shall possess and be vested with full legal ownership of the Exchange Right and the Automatic Exchange Rights and shall be entitled to exercise and enforce for the benefit of the Holders all of the rights and powers of an owner with respect to the Exchange Right and the Automatic Exchange Rights, provided that the Trustee shall:

(c) hold the Exchange Right and the Automatic Exchange Rights and the legal title thereto as trustee solely for the use and benefit of the Holders in accordance with the provisions of this agreement; and

(d) except as specifically authorized by this agreement, have no power or authority to exercise or otherwise deal in or with the Exchange Right or the Automatic Exchange Rights, and the Trustee shall not exercise any such rights for any purpose other than the purposes for which this Trust is created pursuant to this agreement.

6.2 Legended Share Certificates.

The Corporation will cause each certificate representing Exchangeable Shares to bear an appropriate legend notifying the Holders of:

(a) their right to instruct the Trustee with respect to the exercise of the Exchange Right in respect of the Exchangeable Shares held by a Holder; and

(b) the Automatic Exchange Rights.

6.3 General Exercise of Exchange Right.

The Exchange Right shall be and remain vested in and exercised by the Trustee. Subject to Section 7.12 hereof, the Trustee shall exercise the Exchange Right only on the basis of instructions received pursuant to this Article 6 from Holders entitled to instruct the Trustee as to the exercise thereof. To the extent that no instructions are received from a Holder with respect to the Exchange Right, the Trustee shall not exercise or permit the exercise of the Exchange Right.

6.4 Purchase Price.

The purchase price payable by ParentCo or ParentCo Sub for each Exchangeable Share to be purchased by ParentCo or ParentCo Sub under the Exchange Right shall be an amount equal to the Exchangeable Share Price on the last Business Day prior to the day of closing of the purchase and sale of such Exchangeable Share under the Exchange Right. In connection with each exercise of the Exchange Right, ParentCo will provide to the Trustee an Officer's Certificate setting forth the calculation of the applicable Exchangeable Share Price for each Exchangeable Share. The applicable Exchangeable Share Price for each such Exchangeable Share so purchased may be satisfied only by ParentCo or ParentCo Sub delivering or causing to be delivered to the Trustee, on behalf of the relevant Holder, the applicable Exchangeable Share Consideration representing the total applicable Exchangeable Share Price.

6.5 Exercise Instructions.

Subject to the terms and conditions herein set forth, a Holder shall be entitled, upon the occurrence and during the continuance of an Insolvency Event, to instruct the Trustee to exercise the Exchange Right with respect to all or any part of the Exchangeable Shares registered in the name of such Holder on the books of the Corporation. To cause the exercise of the Exchange Right by the Trustee, the Holder shall deliver to the Trustee, in person or by certified or registered mail, at its principal office or at such other places in Canada as the Trustee may from time to time designate by written notice to the Holders, the certificates representing the Exchangeable Shares which such Holder desires ParentCo to purchase, duly endorsed in blank, and accompanied by such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the *Business Corporations Act* (Ontario) and the by-laws of the Corporation and such additional documents and instruments as the Trustee may reasonably require, together with:

(a) a duly completed form of notice of exercise of the Exchange Right, contained on the reverse of or attached to the Exchangeable Share certificates, stating:

(i) that the Holder thereby instructs the Trustee to exercise the Exchange Right so as to require ParentCo to purchase from the Holder the number of Exchangeable Shares specified therein,

(ii) that such Holder has good title to and owns all such Exchangeable Share to be acquired by ParentCo free and clear of all liens, claims, encumbrances, security interests and adverse claims or interests,

(iii) the names in which the certificates representing ParentCo Common Shares issuable in connection with the exercise of the Exchange Right are to be issued, and

(iv) the names and addresses of the persons to whom the Exchangeable Share Consideration should be delivered; and

(b) payment (or evidence satisfactory to the Trustee, the Corporation and ParentCo of payment) of the taxes (if any) payable as contemplated by Section 6.8 of this agreement.

If only a part of the Exchangeable Shares represented by any certificate or certificates delivered to the Trustee are to be purchased by ParentCo or ParentCo Sub under the Exchange Right, the Corporation shall issue a new certificate for the balance of such Exchangeable Shares to the Holder at the expense of the Corporation.

6.6 Delivery of Exchangeable Share Consideration; Effect of Exercise.

Promptly after receipt of the certificates representing the Exchangeable Shares which the Holder desires ParentCo to purchase under the Exchange Right (together with such documents and instruments of transfer and a duly completed form of notice of exercise of the Exchange Right), duly endorsed for transfer to ParentCo, the Trustee shall notify ParentCo and the Corporation of its receipt of the same, which notice to ParentCo and the Corporation shall constitute exercise of the Exchange Right by the Trustee on behalf of the Holder of such Exchangeable Shares, and ParentCo shall immediately thereafter deliver or cause ParentCo Sub to deliver to the Trustee, for delivery to the Holder of such Exchangeable Shares (or to such other persons, if any, properly designated by such Holder), the Exchangeable Share Consideration deliverable in connection with the exercise of the Exchange Right; provided, however, that no such delivery shall be made unless and until the Holder requesting the same shall have paid (or provided evidence satisfactory to the Trustee, the Corporation and ParentCo of the payment of) the taxes (if any) payable as contemplated by Section 6.8 of this agreement. Immediately upon the giving of notice by the Trustee to ParentCo and the Corporation of the exercise of the Exchange Right, as provided in this Section 6.6, the closing of the transaction of purchase and sale contemplated by the Exchange Right shall be deemed to have occurred, and the Holder of such Exchangeable Shares shall be deemed to have transferred to ParentCo (or at ParentCo's option, to ParentCo Sub) all of its right, title and interest in and to such Exchangeable Shares and the related interest in the Trust Estate, shall cease to be a holder of such Exchangeable Shares and shall not be entitled to exercise any of the rights of a holder in respect thereof, other than the right to receive his proportionate part of the total purchase price therefor, unless such Exchangeable Share Consideration is not delivered by ParentCo or ParentCo Sub to the Trustee, for delivery to such Holder (or to such other persons, if any, properly designated by such Holder), within five Business Days of the date of the giving of such notice by the Trustee, in which case the rights of the Holder shall remain unaffected until such Exchangeable Share Consideration is delivered by ParentCo or ParentCo Sub and any cheque included therein is paid. Concurrently with such Holder ceasing to be a holder of Exchangeable Shares, the Holder shall be considered and deemed for all purposes to be the holder of the ParentCo Common Shares delivered to it pursuant to the Exchange Right and no longer to be the holder of the sold Exchangeable Shares for purposes of having voting rights with respect to the ParentCo Preferred Shares pursuant to Article 4 hereof. Notwithstanding the foregoing until the Exchangeable Share Consideration is delivered to the Holder, the Holder shall be deemed to still be a holder of the sold Exchangeable Shares for purposes of voting rights with respect to the ParentCo Preferred Shares pursuant to Article 4 hereof.

6.7 Exercise of Exchange Right Subsequent to Retraction.

In the event that a Holder has exercised its right under Article 6 of the Exchangeable Share Provisions to require the Corporation to redeem any or all of the Exchangeable Shares held by the Holder (the "Retracted Shares") and is notified by the Corporation pursuant to Section 6.6 of the Exchangeable Share Provisions that the Corporation will not be permitted as a result of liquidity or solvency requirements of applicable law to redeem all such Retracted Shares, subject to receipt by the Trustee of written notice to that effect from the Corporation and provided that neither ParentCo nor ParentCo Sub shall have exercised the Retraction Call Right with respect to the Retracted Shares and that the Holder has not revoked the retraction request delivered by the Holder to the Corporation pursuant to Section 6.7 of the Exchangeable Share Provisions, the retraction request will constitute and will be deemed to constitute notice from the Holder to the Trustee instructing the Trustee to exercise the Exchange Right with respect to those Retracted Shares which the Corporation is unable to redeem. In any such event, the Corporation hereby agrees with the Trustee and in favour of the Holder immediately to notify the Trustee of such prohibition against the Corporation's redeeming all of the Retracted Shares and immediately to forward or cause to be forwarded to the Trustee all relevant materials delivered by the Holder to the Corporation (including without limitation a copy of the retraction request delivered pursuant to Section 6.1 of the Exchangeable Share Provisions) in connection with such proposed redemption of the Retracted Shares, and the Trustee will thereupon exercise the Exchange Right with respect to the Retracted Shares which the Corporation is not permitted to redeem and will require ParentCo or ParentCo Sub to purchase such shares in accordance with the provisions of this Article 6.

6.8 Stamp or Other Transfer Taxes.

Upon any sale of Exchangeable Shares to ParentCo or ParentCo Sub pursuant to the Exchange Right or the Automatic Exchange Rights, the share certificate or certificates representing ParentCo Common Shares to be delivered in connection with the payment of the total purchase price therefor shall be issued in the name of the Holder of the Exchangeable Shares so sold or in such names as such Holder may otherwise direct in writing without charge to the holder of the Exchangeable Shares so sold, provided, however, that such Holder:

(a) shall pay (and none of ParentCo, ParentCo Sub, the Corporation or the Trustee shall be required to pay) any documentary, stamp, transfer or other similar taxes that may be payable in respect of any transfer involved in the issuance or delivery of such shares to a person other than such Holder; or

(b) shall have established to the satisfaction of the Trustee, ParentCo and the Corporation that such taxes, if any, have been paid.

The Corporation and the Trustee (as directed in writing by the Corporation) shall be entitled to deduct and withhold from any consideration otherwise payable under this Agreement to any Holder such amounts as the Corporation or the Trustee is required or permitted to deduct and withhold with respect to such payment under the *Income Tax Act* (Canada), the United States Internal Revenue Code of 1986 or any provision of provincial, state, local or foreign tax law, in each case as amended or succeeded unless such Holder provides to the Corporation certificates or such other assurances as are provided for under the *Income Tax Act* (Canada) , the United States Internal Revenue Code of 1986 or such other applicable taxation provisions. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes as having been paid to the Holder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority as and when required. To the extent that the amount so required or permitted to be deducted or withheld from any payment to a Holder exceeds the cash portion, if any, of the consideration otherwise payable to the Holder, the Corporation and the Trustee are hereby authorized to sell or otherwise dispose of such portion of the consideration as is necessary to provide sufficient funds to the Corporation or the Trustee, as the case may be, to enable it to comply with such deduction or withholding requirement and the Corporation or the Trustee shall notify the Holder and remit to such Holder any unapplied balance of the net proceeds of such sale.

6.9 Notice of Insolvency Event.

Immediately upon the occurrence of an Insolvency Event or any event which with the giving of notice or the passage of time or both would be an Insolvency Event, the Corporation shall give written notice thereof to the Trustee and ParentCo. As soon as practicable after receiving notice from the Corporation of the occurrence of an Insolvency Event, the Trustee will mail to each Holder, at the expense of ParentCo, a notice of such Insolvency Event in the form provided by ParentCo, which notice shall contain a brief statement of the right of the Holders with respect to the Exchange Right.

6.10 Reservation of ParentCo Common Shares.

DGI hereby represents, warrants and covenants with the Trustee for the benefit of the Holders that it has irrevocably reserved for issuance, or will keep available in treasury, and will at all times keep available, free from pre-emptive and other rights, out of its authorized and unissued capital shares (or shares in treasury) such number of ParentCo Common Shares:

(a) as is equal to the sum of the number of Exchangeable Shares issued and outstanding from time to time;

(b) as are now and may hereafter be required to enable and permit the Corporation to meet its obligations hereunder, under the Support Agreement and under the Exchangeable Share Provisions.

6.11 Automatic Exchange on Liquidation of ParentCo.

(a) ParentCo will give the Trustee written notice of each of the following events (a "Liquidation Event") at the time set forth below:

(i) in the event of any determination by the board of directors of the ParentCo to institute voluntary liquidation, dissolution or winding-up proceedings with respect to ParentCo or to effect any other distribution of assets of ParentCo among its shareholders for the purpose of winding up its affairs, at least 60 days prior to the proposed effective date of such liquidation, dissolution, winding-up or other distribution; and

(ii) immediately, upon the earlier of

A. receipt by ParentCo of notice of; and

B. ParentCo's otherwise becoming aware of;

any threatened or instituted claim, suit, petition or other proceedings with respect to the involuntary liquidation, dissolution or winding-up of ParentCo or to effect any other distribution of assets of ParentCo among its shareholders for the purpose of winding up its affairs.

(b) Immediately following receipt by the Trustee from ParentCo of notice of any event (a "Liquidation Event") contemplated by Section 6.11(a) above, the Trustee will give notice thereof to the Holders. Such notice will be provided by ParentCo to the Trustee and shall include a brief description of the automatic exchange of Exchangeable Shares for ParentCo Common Shares provided for in Section 6.11(c) below.

(c) In order that the Holders will be able to participate on a pro rata basis with the holders of ParentCo Common Shares in the distribution of assets of ParentCo in connection with a Liquidation Event, immediately prior to the effective time (the "Liquidation Event Effective Time") of a Liquidation Event, all of the then outstanding Exchangeable Shares shall be automatically exchanged for ParentCo Common Shares. To effect such automatic exchange, ParentCo shall be deemed to have purchased each Exchangeable Share held by Holders outstanding immediately prior to the Liquidation Event Effective Time, and each Holder shall be deemed to have sold the Exchangeable Shares held by it at such time, for a purchase price per share equal to the Exchangeable Share Price applicable at such time. In connection with such automatic exchange, ParentCo will provide to the Trustee an Officer's Certificate setting forth the calculation of the purchase price for each Exchangeable Share.

(d) The closing of the transaction of purchase and sale contemplated by Section 6.11(c) above shall be deemed to have occurred immediately prior to the Liquidation Event Effective Time, and each Holder of Exchangeable Shares shall be deemed to have transferred to ParentCo all of the Holder's right, title and interest in and to such Exchangeable Shares and shall cease to be a holder of such Exchangeable Shares, and ParentCo shall deliver to the Holder the Exchangeable Share Consideration deliverable upon the automatic exchange of Exchangeable Shares. Concurrently with such Holder's ceasing to be a holder of Exchangeable Shares, the Holder shall be considered and deemed for all purposes to be the holder of the right to receive ParentCo Common Shares to be issued to it pursuant to the automatic exchange of Exchangeable Shares for ParentCo Common Shares, and the certificates held by the Holder previously representing the Exchangeable Shares exchanged by the Holder with ParentCo pursuant to such automatic exchange shall thereafter be deemed to represent a right to receive the ParentCo Common Shares to be issued to the Holder by ParentCo pursuant to such automatic exchange. Upon the request of a Holder and the surrender by the Holder of Exchangeable Share certificates deemed to represent ParentCo Common Shares, duly endorsed in blank and accompanied by such instruments of transfer as ParentCo may reasonably require, ParentCo shall deliver or cause to be delivered to the Holder certificates representing the ParentCo Common Shares of which the Holder is the holder. Notwithstanding the foregoing, until each Holder is actually entered on the register of holders of ParentCo Common Shares, such Holder shall be deemed to still be a holder of the transferred Exchangeable Shares for purposes of having voting rights with respect to ParentCo Preferred Shares pursuant to Article 4 hereof.

ARTICLE 7 - CONCERNING THE TRUSTEE

7.1 Powers and Duties of the Trustee.

The rights, powers and authorities of the Trustee under this agreement, in its capacity as trustee of the Trust, shall include:

(a) receipt and deposit of the ParentCo Preferred Shares from AdValiant USA, DGI and the Escrow Agent as trustee for and on behalf of the Holders in accordance with the provisions of this agreement;

(b) granting proxies and distributing materials in relation to the ParentCo Preferred Shares to Holders as provided in this agreement;

(c) voting the Holder Votes in relation to the ParentCo Preferred Shares in accordance with the provisions of this agreement;

(d) receiving the grant of the Exchange Right and the Automatic Exchange Rights from ParentCo as trustee for and on behalf of the Holders in accordance with the provisions of this agreement;

(e) exercising the Exchange Right and enforcing the benefit of the Automatic Exchange Rights, in each case in accordance with the provisions of this agreement, and in connection therewith receiving from Holders certificates representing Exchangeable Shares and other requisite documents, and distributing to such Holders the ParentCo Common Shares and cheques, if any, to which such Holders are entitled upon the exercise of the Exchange Right or pursuant to the Automatic Exchange Rights, as the case may be;

(f) holding title to the Trust Estate;

(g) investing any moneys forming, from time to time, a part of the Trust Estate as provided in this agreement;

(h) taking action at the direction of a Holder or Holders to enforce the obligations of ParentCo under this agreement; and

(i) taking such other actions and doing such other things as are specifically provided in this agreement.

In the exercise of such rights, powers and authorities the Trustee shall have (and is granted) such incidental and additional rights, powers and authority not in conflict with any of the provisions of this agreement as the Trustee, acting in good faith and in the reasonable exercise of its discretion, may deem necessary, appropriate or desirable to effect the purpose of the Trust. Any exercise of such discretionary rights, powers and authorities by the Trustee shall be final, conclusive and binding upon all persons. For greater certainty, the Trustee shall have only those duties as are set out specifically in this agreement. The Trustee in exercising its rights, powers, duties and authorities hereunder shall act honestly and in good faith with a view to the best interests of the Holders and the terms of this agreement and shall exercise the care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances. The Trustee shall not be bound to give any notice or do or take any act, action or proceeding by virtue of the powers conferred on it hereby unless and until it shall be specifically required to do so under the terms hereof; nor shall the Trustee be required to take any notice of, or to do or to take any act, action or proceeding as a result of, any default or breach of any provision hereunder, unless and until notified in writing of such default or breach, which notices shall distinctly specify the default or breach desired to be brought to the attention of the Trustee and in the absence of such notice the Trustee may for all purposes of this agreement conclusively assume that no default or breach has been made in the observance or performance of any of the representations, warranties, covenants, agreements or conditions contained herein.

7.2 Dealings with Transfer Agents, Registrars, Etc.

The Corporation and ParentCo irrevocably authorize the Trustee, from time to time, to:

(a) consult, communicate and otherwise deal with the respective registrars and transfer agents, and with any such subsequent registrar or transfer agent, of the ParentCo Common Shares; and

(b) requisition, from time to time,

(i) from the Corporation or any such registrar or transfer agent of the Exchangeable Shares any information readily available from the records maintained by it and any certificates representing the Exchangeable Shares which the Trustee may reasonably require for the discharge of its duties and responsibilities under this agreement; and

(ii) from the transfer agent of ParentCo Common Shares, and any subsequent transfer agent of such shares, to complete the exercise from time to time of the Exchange Right and the Automatic Exchange Rights in the manner specified in Article 6 hereof, the share certificates issuable upon such exercise.

The Corporation and ParentCo irrevocably authorize their respective registrars and transfer agents to comply with all such requests. ParentCo covenants that it will supply its transfer agent with duly executed share certificates for the purpose of completing the exercise from time to time of the Exchange Right and the Automatic Exchange Rights, in each case pursuant to Article 7 hereof.

7.3 Books and Records.

The Trustee shall keep available for inspection by ParentCo and the Corporation, at the Trustee's principal office correct and complete books and records of account relating to the Trustee's actions under this agreement, including without limitation all information relating to mailings and instructions to and from Holders and all transactions pursuant to the Voting Rights, the Escrowed Shares, the Exchange Right and the Automatic Exchange Rights for the term of this agreement. On or before March 31 in every year after the date hereof, so long as the ParentCo Preferred Shares are on deposit with the Trustee, the Trustee shall, on request by ParentCo, transmit to ParentCo and the Corporation a brief report, dated as of the preceding December 31, with respect to:

(a) property and funds comprising the Trust Estate as of that date;

(b) the number of exercises of the Exchange Right, if any, and the aggregate number of Exchangeable Shares received by the Trustee on behalf of Holders in consideration of the issue and delivery by ParentCo of ParentCo Common Shares in connection with the Exchange Right, during the calendar year ended on such date; and

(c) all other actions taken by the Trustee in the performance of its duties under this agreement which it had not previously reported.

7.4 Income Tax Returns and Reports.

The Corporation shall, to the extent necessary, prepare and file on behalf of the Trust appropriate United States and Canadian income tax returns and any other returns or reports as may be required by applicable law or pursuant to the rules and regulations of any securities exchange or other trading system through which the ParentCo Shares are traded and, in connection therewith, may obtain the advice and assistance of such experts as the Trustee may consider necessary or advisable. If requested by the Trustee, ParentCo shall retain such experts for purposes of providing such advice and assistance.

7.5 Indemnification Prior to Certain Actions by Trustee.

The Trustee shall exercise any or all of the rights, duties, powers or authorities vested in it by this agreement at the written request, order or direction of any Holder upon such Holder's furnishing to the Trustee reasonable funding, security and indemnity against the costs, expenses and liabilities which may be incurred by the Trustee therein or thereby; provided that no Holder shall be obligated to furnish to the Trustee any such funding, security or indemnity in connection with the exercise by the Trustee of any of its rights, duties, powers and authorities with respect to the ParentCo Preferred Shares pursuant to Article 3 hereof, subject to Section 7.12 hereof, and with respect to the Exchange Right as specifically provided for in Article 6 hereof, subject to Section 7.12 hereof, and with respect to the Automatic Exchange Rights pursuant to Article 6 hereof. None of the provisions contained in this agreement shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the exercise of any of its rights, powers, duties or authorities unless funded, given funds, security and indemnified as aforesaid.

7.6 Actions by Holders.

No Holder shall have the right to institute any action, suit or proceeding or to exercise any other remedy authorized by this agreement for the purpose of enforcing any of its rights or for the execution of any trust or power hereunder unless the Holder has requested the Trustee to take or institute such action, suit or proceeding and furnished the Trustee with the funding, security and indemnity referred to in Section 7.5 hereof and the Trustee shall have failed to act within a reasonable time thereafter. In such case, but not otherwise, the Holder shall be entitled to take proceedings in any court of competent jurisdiction such as the Trustee might have taken; it being understood and intended that no one or more Holders shall have any right in any manner whatsoever to affect, disturb or prejudice the rights hereby created by any such action, or to enforce any right hereunder or under the Voting Rights, the escrow provisions, the Exchange Right or the Automatic Exchange Rights, except subject to the conditions and in the manner herein provided, and that all powers and trusts hereunder shall be exercised and all proceedings at law shall be instituted, had and maintained by the Trustee, except only as herein provided, and in any event for the equal benefit of all Holders.

7.7 Reliance Upon Declarations.

The Trustee shall not be considered to be in contravention of any of its rights, powers, duties and authorities hereunder if, when required, it acts and relies in good faith upon lists, mailing labels, notices, statutory declarations, certificates, opinions, reports or other papers or documents furnished pursuant to the provisions hereof or required by the Trustee to be furnished to it in the exercise of its rights, powers, duties and authorities hereunder, and such lists, mailing labels, notices, statutory declarations, certificates, opinions, reports or other papers or documents comply with the provisions of Section 7.8 hereof, if applicable, and with any other applicable provisions of this agreement.

7.8 Evidence and Authority to Trustee.

The Corporation and/or ParentCo shall furnish to the Trustee evidence of compliance with the conditions provided for in this agreement relating to any action or step required or permitted to be taken by the Corporation and/or ParentCo or the Trustee under this agreement or as a result of any obligation imposed under this agreement, including, without limitation, in respect of the Voting Rights, the escrow provisions or the Exchange Right or the Automatic Exchange Rights and the taking of any other action to be taken by the Trustee at the request of or on the application of the Corporation and/or ParentCo forthwith if and when:

(a) such evidence is required by any other section of this agreement to be furnished to the Trustee in accordance with the terms of this Section 7.8; or

(b) the Trustee, in the exercise of its rights, powers, duties and authorities under this agreement, gives the Corporation and/or ParentCo written notice requiring it to furnish such evidence in relation to any particular action or obligation specified in such notice.

Such evidence shall consist of an Officer's Certificate of the Corporation and/or ParentCo or a statutory declaration or a certificate made by persons entitled to sign an Officer's Certificate stating that any such condition has been complied with in accordance with the terms of this agreement.

Whenever such evidence relates to a matter other than the Voting Rights, the escrow provisions or the Exchange Right or the Automatic Exchange Rights, and except as otherwise specifically provided herein, such evidence may consist of a report or opinion of any solicitor, auditor, accountant, appraiser, valuer, engineer or other expert or any other person whose qualifications give authority to a statement made by him, provided that if such report or opinion is furnished by a director, officer or employee of the Corporation and/or ParentCo it shall be in the form of an Officer's Certificate or a statutory declaration.

Each statutory declaration, certificate, opinion or report furnished to the Trustee as evidence of compliance with a condition provided for in this agreement shall include a statement by the person giving the evidence:

(i) declaring that he has read and understands the provisions of this agreement relating to the condition in question;

(ii) describing the nature and scope of the examination or investigation upon which he based the statutory declaration, certificate, statement or opinion; and

(iii) declaring that he has made such examination or investigation as he believes is necessary to enable him to make the statements or give the opinions contained or expressed therein.

7.9 Experts, Advisers and Agents.

The Trustee may:

(a) in relation to these presents act and rely, and shall be protected in acting and relying, on the opinion or advice of or information obtained from or prepared by any solicitor, auditor, accountant, appraiser, valuer, engineer or other expert, whether retained by the Trustee or by the Corporation and/or ParentCo or otherwise, and may employ such assistants as may be necessary to the proper determination and discharge of its powers and duties and determination of its rights hereunder and may pay proper and reasonable compensation for all such legal and other advice or assistance as aforesaid; and

(b) employ such agents and other assistants as it may reasonably require for the proper determination and discharge of its powers and duties hereunder, and may pay reasonable remuneration for all services performed for it (and shall be entitled to receive reasonable remuneration for all services performed by it) in the discharge of the trusts hereof and compensation for all disbursements, costs and expenses made or incurred by it in the determination and discharge of its duties hereunder and in the management of the Trust.

7.10 Investment of Moneys Held by Trustee.

Unless otherwise provided in this agreement, any moneys held by or on behalf of the Trustee which under the terms of this agreement may or ought to be invested or which may be on deposit with the Trustee or which may be in the hands of the Trustee, may be invested and reinvested in the name or under the control of the Trustee in securities in which, under the laws of the Province of Ontario, trustees are authorized to invest trust moneys; provided that such securities are stated to mature within two years after their purchase by the Trustee, and the Trustee shall so invest such moneys on the timely written direction of the Corporation. Pending the investment of any moneys as hereinbefore provided, such moneys may be deposited in the name of the Trustee in any chartered bank in Canada or, with the consent of the Corporation, in the deposit department of the Trustee or any other loan or trust company authorized to accept deposits under the laws of Canada or any province thereof at the rate of interest then current on similar deposits.

7.11 Trustee Not Bound to Act on Request.

Except as in this agreement otherwise specifically provided, the Trustee shall not be bound to act in accordance with any direction or request of the Corporation and/or ParentCo or of the directors thereof until a duly authenticated copy of the instrument or resolution containing such direction or request shall have been delivered to the Trustee, and the Trustee shall be empowered to act and rely upon any such copy purporting to be authenticated and believed by the Trustee to be genuine.

7.12 Conflicting Claims

If conflicting claims or demands are made or asserted with respect to any interest of any Holder in any Exchangeable Shares, including any disagreement between the heirs, representatives, successors or assigns succeeding to all or any part of the interest of any Holder in any Exchangeable Shares resulting in conflicting claims or demands being made in connection with such interest, then the Trustee shall be entitled, at its sole discretion, to refuse to recognize or to comply with any such claim or demand. In so refusing, the Trustee may elect not to exercise any Voting Rights, Exchange Right or Automatic Exchange Rights subject to such conflicting claims or demands and, in so doing, the Trustee shall not be or become liable to any person on account of such election or its failure or refusal to comply with any such conflicting claims or demands. The Trustee shall be entitled to continue to refrain from acting and to refuse to act until:

(a) the rights of all adverse claimants with respect to the Voting Rights, Exchange Right or Automatic Exchange Rights subject to such conflicting claims or demands have been adjudicated by a final judgment of a court of competent jurisdiction; or

(b) the differences with respect to the Voting Rights, Exchange Right or Automatic Exchange Rights subject to such conflicting claims or demands have been conclusively settled by a valid written agreement binding on all such adverse claimants, and the Trustee shall have been furnished with an executed copy of such agreement.

If the Trustee elects to recognize any claim or comply with any demand made by any such adverse claimant, it may in its discretion require such claimant to furnish such surety bond or other security satisfactory to the Trustee as it shall deem appropriate fully to indemnify it as between all conflicting claims or demands.

7.13 Acceptance of Trust.

The Trustee hereby accepts the Trust created and provided for by and in this agreement and agrees to perform the same upon the terms and conditions herein set forth and to hold all rights, privileges and benefits conferred hereby and by law in trust for the various persons who shall from time to time be Holders, subject to all the terms and conditions herein set forth.

ARTICLE 8 - COMPENSATION

ParentCo agrees to reimburse the Trustee for all reasonable expenses (including but not limited to taxes, compensation paid to experts, agents and advisors and travel expenses) and disbursements, including the cost and expense of any suit or litigation of any character and any proceedings before any governmental agency, reasonably incurred by the Trustee in connection with its rights and duties under this agreement; provided that ParentCo shall have no obligation to reimburse the Trustee for any expenses or disbursements paid, incurred or suffered by the Trustee in any suit or litigation in which the Trustee is determined to have acted in bad faith or with negligence or wilful misconduct.

ARTICLE 9 - INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 Indemnification of the Trustee.

ParentCo and the Corporation jointly and severally agree to indemnify and hold harmless the Trustee, and each of its directors, officers, employees and agents appointed and acting in accordance with this agreement (for whom it is expressly agreed that the Trustee is holding the benefit of this indemnity and rights of enforcement thereof in trust) (collectively, the "Indemnified Parties") against all claims, losses, damages, costs, penalties, fines and reasonable expenses (including reasonable expenses of the Trustee's legal counsel) which, without fraud, negligence, wilful misconduct or bad faith on the part of such Indemnified Party, may be paid, incurred or suffered by the Indemnified Party by reason of or as a result of the Trustee's acceptance or administration of the Trust, its compliance with and completion of its duties set forth in this agreement, or any written or oral instructions delivered to the Trustee by ParentCo or the Corporation pursuant hereto. In no case shall ParentCo or the Corporation be liable under this indemnity for any claim against any of the Indemnified Parties unless ParentCo and the Corporation shall be notified by the Trustee of the written assertion of a claim or of any action commenced against the Indemnified Parties, promptly after any of the Indemnified Parties shall have received any such written assertion of a claim or shall have been served with a summons or other first legal process giving information as to the nature and basis of the claim and such failure prejudices the ability of the ParentCo or the Corporation to respond to any such claim or action. Subject to (i) below, ParentCo and the Corporation shall be entitled to participate at their own expense in the defense and, if ParentCo or the Corporation so elect at any time after receipt of such notice, either of them may assume the defense of any suit brought to enforce any such claim. The Trustee shall have the right to employ separate counsel in any such suit and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the Trustee unless: (i) the employment of such counsel has been authorized by ParentCo or the Corporation, such authorization not to be unreasonably withheld; or (ii) the named parties to any such suit include both the Trustee and ParentCo or the Corporation and the Trustee shall have been advised by counsel acceptable to ParentCo or the Corporation that there may be one or more legal defenses available to the Trustee that are different from or in addition to those available to ParentCo or the Corporation and that an actual or potential conflict of interest exists (in which case ParentCo and the Corporation shall not have the right to assume the defense of such suit on behalf of the Trustee, but shall be liable to pay the reasonable fees and expenses of counsel for the Trustee).

9.2 Limitation of Liability.

The Trustee shall not be held liable for any loss which may occur by reason of depreciation of the value of any part of the Trust Estate or any loss incurred on any investment of funds pursuant to this agreement, except to the extent that such loss is attributable to the fraud, negligence, wilful misconduct or bad faith on the part of the Trustee.

ARTICLE 10 - CHANGE OF TRUSTEE

10.1 Resignation.

The Trustee, or any trustee hereafter appointed, may at any time resign by giving written notice of such resignation to ParentCo and the Corporation specifying the date on which it desires to resign, provided that such notice shall never be given less than 60 days before such desired resignation date unless ParentCo and the Corporation otherwise agree and provided further that such resignation shall not take effect until the date of the appointment of a successor trustee and the acceptance of such appointment by the successor trustee. Upon receiving such notice of resignation, ParentCo and the Corporation shall promptly appoint a successor trustee by written instrument in duplicate, one copy of which shall be delivered to the resigning trustee and one copy to the successor trustee. Failing acceptance by a successor trustee, a successor trustee may be appointed by an order of the superior court of the province in which the Corporation has its registered office upon application of one or more of the parties hereto at the Corporation's expense.

10.2 Removal.

The Trustee, or any trustee hereafter appointed, may be removed with or without cause, at any time on 60 days' prior notice by written instrument executed by ParentCo and the Corporation, in duplicate, one copy of which shall be delivered to the trustee so removed and one copy to the successor trustee, provided that, in connection with such removal, provision is made for a replacement trustee similar to that contemplated in Section 10.1.

10.3 Successor Trustee.

Any successor trustee appointed as provided under this agreement shall execute, acknowledge and deliver to ParentCo and the Corporation and to its predecessor trustee an instrument accepting such appointment. Thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor under this agreement, with like effect as if originally named as trustee in this agreement. However, on the written request of ParentCo and the Corporation or of the successor trustee, the trustee ceasing to act shall, upon payment of any amounts then due it pursuant to the provisions of the agreement, execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act. Upon the request of any such successor trustee, ParentCo, the Corporation and such predecessor trustee shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers.

10.4 Notice of Successor Trustee.

Upon acceptance of appointment by a successor trustee as provided herein, ParentCo and the Corporation shall cause to be mailed notice of the succession of such trustee hereunder to each Holder specified in a List. If ParentCo or the Corporation shall fail to cause such notice to be mailed within 10 days after acceptance of appointment by the successor trustee, the successor trustee shall cause such notice to be mailed at the expense of ParentCo and the Corporation.

ARTICLE 11 - SUCCESSORS TO PARENTCO OR THE CORPORATION

11.1 Certain Requirements in Respect of Combination, Etc.

If either ParentCo or the Corporation shall enter into any transaction (whether by way of reconstruction, reorganization, consolidation, merger, transfer, sale, lease or otherwise) whereby all or substantially all of its undertaking, property and assets would become the property of any other Person or, in the case of a merger, of the continuing corporation resulting therefrom, it shall ensure that:

(a) such other Person or continuing corporation (the "Successor"), by operation of law, becomes, without more, bound by the terms and provisions of this agreement or, if not so bound, executes, prior to or contemporaneously with the consummation of such transaction an agreement supplemental hereto and such other instruments (if any) are necessary or advisable to evidence the assumption by the Successor of liability for all moneys payable and property deliverable hereunder, the covenant of such Successor to pay and deliver or cause to be delivered the same and its agreement to observe and perform all the covenants and obligations of ParentCo under this agreement; and

(b) such transaction shall be upon such terms which substantially preserve and do not impair in any material respect any of the rights, duties, powers and authorities of the Trustee or of the Holders hereunder.

11.2 Vesting of Powers in Successor.

In the event that Section 11.1 applies, the Trustee, the Successor and the Corporation shall execute and deliver the supplemental agreement provided for in Article 12 hereof, and thereupon the Successor shall possess and from time to time may exercise each and every right and power of ParentCo under this agreement in the name of ParentCo or otherwise and any act or proceeding by any provision of this agreement required to be done or performed by the board of directors of ParentCo or any officers of ParentCo may be done and performed with like force and effect by the directors or officers of such Successor.

11.3 Wholly-owned Subsidiaries.

Nothing herein shall be construed as preventing the amalgamation or merger of any wholly-owned subsidiary of ParentCo with or into ParentCo or the winding-up, liquidation or dissolution of any wholly-owned subsidiary of ParentCo provided that all of the assets of such subsidiary are transferred to ParentCo or another wholly-owned subsidiary of ParentCo, and any such transactions are expressly permitted by this Article 11.

ARTICLE 12 - AMENDMENTS AND SUPPLEMENTAL AGREEMENTS

12.1 Amendments, Modifications, Etc.

Subject to Section 12.4, this agreement may not be amended, modified or waived except by an agreement in writing executed by the Corporation, ParentCo and the Trustee and approved by the Holders in accordance with Article 9 of the Exchangeable Share Provisions. No amendment to or modification or waiver of any of the provisions of this agreement otherwise permitted hereunder shall be effective unless made in writing and signed by all of the parties hereto.

12.2 Ministerial Amendments.

Notwithstanding the provisions of Section 12.1 hereof, the parties to this agreement may in writing, at any time and from time to time, without the approval of the Holders, amend or modify this agreement for the purposes of:

(a) adding to the covenants of any or all of the parties hereto for the protection of the Holders hereunder;

(b) making such amendments or modifications not inconsistent with this agreement as may be necessary or desirable with respect to matters or questions which, in the opinion of the board of directors of each of ParentCo and the Corporation and in the opinion of the Trustee, relying upon its counsel, having in mind the best interests of the Holders as a whole, it may be expedient to make, provided that such boards of directors and the Trustee, relying on its counsel, shall be of the opinion that such amendments and modifications will not be prejudicial to the interests of the Holders as a whole;

(c) making such changes or corrections which, on the advice of counsel to the Corporation, ParentCo and the Trustee, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error; provided that the Trustee and, relying on its counsel, and the board of directors of each of the Corporation and ParentCo shall be of the opinion that such changes or corrections will not be prejudicial to the interests of the Holders as a whole; or

(d) making such changes as may be necessary or appropriate to implement or give effect to any assignment or assumption made pursuant to Section 14.8 hereof.

12.3 Meeting to Consider Amendments.

The Corporation, at the request of ParentCo, shall call a meeting or meetings of the Holders for the purpose of considering any proposed amendment or modification requiring approval pursuant hereto. Any such meeting or meetings shall be called and held in accordance with the by-laws of the Corporation, the Exchangeable Share Provisions and all applicable laws.

12.4 Changes in Capital of ParentCo and the Corporation.

At all times after the occurrence of any event effected pursuant to Section 2.5 or Section 2.6 of the Support Agreement, as a result of which either ParentCo Common Shares, the ParentCo Preferred Shares or the Exchangeable Shares or any of them are in any way changed, this agreement shall forthwith be amended and modified as necessary in order that it shall apply with full force and effect, mutatis mutandis, to all new securities into which ParentCo Common Shares, the ParentCo Preferred Shares or the Exchangeable Shares or any of them are so changed, and the parties hereto shall execute and deliver a supplemental agreement giving effect to and evidencing such necessary amendments and modifications.

12.5 Execution of Supplemental Agreements.

From time to time the Corporation (when authorized by a resolution of its Board of Directors), ParentCo (when authorized by a resolution of its board of directors) and the Trustee may, subject to the provisions of these presents, and they shall, when so directed by these presents, execute and deliver by their proper officers, agreements or other instruments supplemental hereto, which thereafter shall form part hereof, for any one or more of the following purposes:

(a) evidencing the succession of any Successors to ParentCo and the covenants of and obligations assumed by each such Successor in accordance with the provisions of Article 12 and the successor of any successor trustee in accordance with the provisions of Article 10;

(b) making any additions to, deletions from or alterations of the provisions of this agreement or the Voting Rights, the escrow provisions, the Exchange Right or the Automatic Exchange Rights which, in the opinion of the Trustee and its counsel, will not be prejudicial to the interests of the Holders as a whole or are in the opinion of counsel to the Trustee necessary or advisable in order to incorporate, reflect or comply with any legislation the provisions of which apply to ParentCo, the Corporation, the Trustee or this agreement; and

(c) for any other purposes not inconsistent with the provisions of this agreement, including without limitation to make or evidence any amendment or modification to this agreement as contemplated hereby, provided that, in the opinion of the Trustee and its counsel, the rights of the Trustee and the Holders as a whole will not be prejudiced thereby.

12.6 Equivalence.

ParentCo hereby covenants and agrees to forthwith effect necessary amendments to its constating documents, this agreement, the Support Agreement or the Escrow Agreement to ensure that the number of DGI Preferred Voting Shares are adjusted to fully reflect the effect of any change in the number of issued and outstanding Exchangeable Shares so that the Voting Rights shall in the aggregate equal at least one vote for each outstanding Exchangeable Share that is not held by the Escrow Agent.

ARTICLE 13 - TERMINATION

13.1 Term.

The Trust created by this agreement shall continue until the earliest to occur of the following events:

(a) no outstanding Exchangeable Shares are held by a Holder and no Escrowed Shares are held by the Escrow Agent;

(b) each of the Corporation and ParentCo elects in writing to terminate the Trust and such termination is approved by the Holders of the Exchangeable Shares in accordance with Article 9 of the Exchangeable Share Provisions; and

(c) 21 years after the death of the last survivor of the descendants of Her Majesty Queen Elizabeth II of the United Kingdom of Great Britain and Northern Ireland living on the date of the creation of the Trust.

13.2 Survival of Agreement.

This agreement shall survive any termination of the Trust and shall continue until there are no Exchangeable Shares outstanding held by a Holder and no Escrowed Shares are held by the Escrow Agent; provided, however, that the provisions of Articles 9 and 10 hereof shall survive any such termination of this agreement.

ARTICLE 14 - GENERAL

14.1 Severability.

If any provision of this agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this agreement shall not in any way be affected or impaired thereby, and the agreement shall be carried out as nearly as possible in accordance with its original terms and conditions.

14.2 Enurement.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and to the benefit of the Holders.

14.3 Notices to Parties.

(a) if to ParentCo to:

Dialog Group, Inc.
Twelfth Floor
257 Park Avenue South
New York, N.Y. U.S.A.
10010

Attention: Peter V. DeCrescenzo

Fax: (212) 719-7010

Tel: (212) 254-1913

with copies to:

Mark Siegel
Suite 400E
1900 Corporate Boulevard
Boca Raton, Florida U.S.A.
33431

Fax: (561) 862-0713

Tel: (561) 988-6835

(b) if to the Corporation to:

AdValiant Inc.
2 St. Clair Avenue East
Suite 800
Toronto, Ontario Canada
M4T 2T5

Attention: Jivan Manhas

Fax: (888) 239-3375

Tel: (416) 644-4951

(c) if to AdValiant USA to:

AdValiant USA, Inc.
257 Park Avenue South
Suite 1201
New York, NY 10010

Attention: Peter Bordes

Fax: (888) 239-3375

Tel: (646) 230-1013

with copies to:

McCarthy Tétrault LLP
Suite 4700
Toronto Dominion Bank Tower
Toronto, Ontario
M5K 1E6

Attention: Jay M. Hoffman

Fax: (416) 868-0673

Tel: (416) 601-7692

(d) if to Empire to:

Empire Media, Inc.
257 Park Avenue South
Suite 1201
New York, NY 10010

Attention: Peter Bordes

Fax: (888) 239-3375

Tel: (646) 230-1013

(e) if to Jivan Manhas

2 St. Clair Avenue East
Suite 800
Toronto, Ontario Canada
M4T 2T5

Fax: (888) 239-3375

Tel: (416) 644-4951

(f) if to Matthew Wise

2 St. Clair Avenue East
Suite 800
Toronto, Ontario Canada
M4T 2T5

Fax: (888) 239-3375

Tel: (416) 644-4950

(g) if to the Trustee to:

Empire Media, Inc.
257 Park Avenue South
Suite 1201
New York, NY 10010

Attention: Peter Bordes

Facsimile No. (888) 239-3375

Tel: (646) 230-1013

Any notice or other communication given personally shall be deemed to have been given and received upon delivery thereof, and if given by telecopy shall be deemed to have been given and received on the date of receipt thereof unless such day is not a Business Day in which case it shall be deemed to have been given and received upon the immediately following Business Day.

14.4 Notice to Holders.

Any and all notices to be given and any documents to be sent to any Holders may be given or sent to the address of such Holder shown on the register of Holders of Exchangeable Shares in any manner permitted by the Exchangeable Share Provisions and shall be deemed to be received (if given or sent in such manner) at the time specified in such Exchangeable Share Provisions, the provisions of which Exchangeable Share Provisions shall apply mutatis mutandis to notices or documents as aforesaid sent to such Holders.

14.5 Risk of Payments by Post.

Whenever payments are to be made or documents are to be sent to any Holder by the Trustee, by the Corporation or by ParentCo or by such Holder to the Trustee or to ParentCo or the Corporation, the making of such payment or sending of such document sent through the post shall be at the risk of the Corporation or ParentCo, in the case of payments made or documents sent by the Trustee or the Corporation or ParentCo, and the Holder, in the case of payments made or documents sent by the Holder.

14.6 Counterparts.

This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

14.7 Governing Law.

This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

14.8 Permitted Assignment.

ParentCo may assign any or all of its rights and obligations under this agreement to any Subsidiary of ParentCo, organized under the laws of Canada or any province thereof, provided that each of ParentCo and such Subsidiary shall thereafter be jointly and severally liable for the performance by such Subsidiary of the obligations of ParentCo pursuant to this Agreement. Any and all of the obligations of ParentCo may be performed and satisfied by any such Subsidiary of ParentCo, except that nothing in this Section 14.8 shall permit any change to the rights, privileges, restrictions and conditions attaching to the ParentCo Preferred Shares, the ParentCo Common Shares or the Exchangeable Shares.

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

ADVALIANT INC.

By: /s/ Peter Bordes

Name: Peter Bordes

Title: President

ADVALIANT USA, INC.

By: /s/ Vincent DeCrescenzo

Name: Vince DeCrescenzo

Title: President

DIALOG GROUP, INC.

By: /s/ Vincent DeCrescenzo

Name: Vince DeCrescenzo

Title: Executive Vice-President

EMPIRE MEDIA, INC.

By: /s/ Peter Bordes

Name: Peter Bordes

Title: President

/s/ Jivan Manhas

Witness) Jivan Manhas

)

)

)

)

) /s/ Matthew Wise

Witness) Matthew Wise

)

)

EXHIBIT A

List of Escrowed Shares

Depositing Shareholders

Empire Media, Inc.
Jivan Manhas
Matthew Wise

Number of Exchangeable Shares Deposited in Escrow

252,514,188

Number of DGI Preferred Voting Shares Deposited in Escrow

300

Exhibit 10.12

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT is entered into as of June 30, 2005, between AdValiant USA, Inc., a corporation existing under the laws of the State of Delaware ("AdValiant USA"), AdValiant Inc., a corporation incorporated under the laws of Ontario (the "Corporation") and Dialog Group, Inc., a corporation incorporated under the laws of the State of Delaware ("DGI").

WHEREAS, pursuant to a merger agreement dated as of June 30, 2005, (such agreement as it may be amended or restated is hereinafter referred to as the "Merger Agreement") by and between, DGI, AdValiant USA, AdValiant Acquisition Corp., Empire Media, Inc., Matthew Wise, Jivan Manhas and the Corporation, the parties agreed that on the closing of the transaction contemplated under the Merger Agreement, AdValiant USA, the Corporation and DGI would execute and deliver a Support Agreement containing the terms and conditions set forth in an Exhibit to the Merger Agreement together with such other terms and conditions as may be agreed to by the parties to the Merger Agreement acting reasonably.

AND WHEREAS, pursuant to a reorganization of the capital of the Corporation (the "Reorganization") contemplated in the Merger Agreement, the Corporation and Shareholders agreed that all of the outstanding Common Shares of the Corporation were reclassified as exchangeable shares (the "Exchangeable Shares") having the rights, privileges, restrictions and conditions (collectively, the "Exchangeable Share Provisions") and the Corporation would issue a specified number of Exchangeable Shares to each Shareholder.

AND WHEREAS, pursuant to the Merger Agreement, AdValiant USA and AdValiant Acquisition Corp., a wholly-owned subsidiary of DGI, shall merge (the "Merger") and, upon the merger, outstanding shares of common stock of AdValiant USA will be cancelled and holders of Exchangeable Shares will be entitled to a specified number of shares of common stock of DGI.

WHEREAS all references to "ParentCo" in this Agreement shall mean AdValiant USA if the reference is made to any action to be taken by or in respect of ParentCo prior to the effective time of the Merger and shall mean DGI on and after the effective time of the Merger if the reference is made to any action to be taken by or in respect of ParentCo;

AND WHEREAS, the parties hereto desire to make appropriate provision and to establish a procedure whereby AdValiant USA and, following the Merger, DGI will take certain actions and make certain payments and deliveries necessary to ensure that the Corporation will be able to make certain payments and to deliver or cause to be delivered ParentCo Common Shares in satisfaction of the obligations of the Corporation under the Exchangeable Share Provisions with respect to the payment and satisfaction of dividends, Liquidation Amounts, Retraction Prices and Redemption Prices, all in accordance with the Exchangeable Share Provisions**.**

NOW, THEREFORE, in consideration of the respective covenants and agreements provided in this agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Defined Terms. Except as expressed in the following sentence, each term denoted herein by initial capital letters and not otherwise defined herein shall have the meaning attributed thereto in the Exchangeable Share Provisions, unless the context requires otherwise.

1.2 Interpretation Not Affected by Headings, Etc. The division of this agreement into articles, sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this agreement.

1.3 Number, Gender, Etc. Words importing the singular number only shall include the plural and vice versa. Words importing the use of any gender shall include all genders.

1.4 Date for Any Action. If any date on which any action is required to be taken under this agreement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

ARTICLE 2
COVENANTS OF PARENTCO AND THE CORPORATION

2.1 Covenants of ParentCo Regarding Exchangeable Shares. So long as any Exchangeable Shares are outstanding, AdValiant USA (prior to the effective time of the Merger) and DGI (on and after the effective time of the Merger) will:

(a) not declare or pay any dividend on ParentCo Common Shares unless (A) the Corporation will have sufficient assets, funds and other property available to enable the due declaration and the due and punctual payment in accordance with applicable law of an equivalent dividend on the Exchangeable Shares and (B) subsection 2.1(b) shall be complied with in connection with such dividend;

(b) cause the Corporation to declare simultaneously with the declaration of any dividend on ParentCo Common Shares an equivalent dividend on the Exchangeable Shares and, when such dividend is paid on ParentCo Common Shares, cause the Corporation to pay simultaneously therewith such equivalent dividend on the Exchangeable Shares, in each case in accordance with the Exchangeable Share Provisions;

(c) advise the Corporation sufficiently in advance of the declaration by ParentCo of any dividend on ParentCo Common Shares and take all such other actions as are necessary, in cooperation with the Corporation, to ensure that the respective declaration date, record date and payment date for a dividend on the Exchangeable Shares shall be the same as the record date, declaration date and payment date for the corresponding dividend on ParentCo Common Shares;

(d) take all such actions and do all such things as are necessary or desirable to enable and permit the Corporation, in accordance with applicable law, to pay and otherwise perform its obligations with respect to the satisfaction of the Exchangeable Share Consideration representing the Liquidation Amount in respect of each issued and outstanding Exchangeable Share upon the liquidation, dissolution or winding-up of the Corporation or any other distribution of the assets of the Corporation for the purpose of winding up its affairs, including without limitation all such actions and all such things as are necessary or desirable to enable and permit the Corporation to cause to be delivered ParentCo Common Shares to the holders of Exchangeable Shares in accordance with the provisions of Article 5 of the Exchangeable Share Provisions;

(e) take all such actions and do all such things as are necessary or desirable to enable and permit the Corporation, in accordance with applicable law, to pay and otherwise perform its obligations with respect to the satisfaction of the Exchangeable Share Consideration representing the Retraction Price and the Redemption Price, including without limitation all such actions and all such things as are necessary or desirable to enable and permit the Corporation to cause to be delivered ParentCo Common Shares to the holders of Exchangeable Shares, upon the retraction or redemption of the Exchangeable Shares in accordance with the provisions of Article 6 or Article 7 of the Exchangeable Share Provisions, as the case may be; and

(f) not exercise its vote, or cause any of its subsidiaries to exercise their votes, as a shareholder of the Corporation to initiate the amalgamation or voluntary liquidation, dissolution or winding-up of the Corporation nor take any action or omit to take any action that is designed to result in the liquidation, dissolution or winding-up of the Corporation.

2.2 Reservation of ParentCo Common Shares.

(a) DGI hereby represents, warrants and covenants that is has irrevocably reserved for issuance, or will hold in treasury for issuance, and at all times on and after the effective time of the Merger it will keep available, free from pre-emptive and other rights, out of its authorized and unissued capital shares, such number of DGI Common Shares (or other shares or securities into or shares held in treasury, which DGI Common Shares may be reclassified or changed as contemplated by section 2.5 hereof) (a) as is equal to the number of Exchangeable Shares issued and outstanding from time to time, and (b) as are now and may hereafter be required to enable and permit the Corporation to meet its obligations hereunder, under the Voting and Exchange Trust Agreement and under the Exchangeable Share Provisions.

2.3 Notification of Certain Events. In order to assist ParentCo to comply with its obligations hereunder, the Corporation will give notice of each of the following events at the times set forth below to AdValiant USA if such notice is given prior to the effective time of the Merger and to DGI if such notice is given on or after the effective time of the Merger:

(a) in the event of any determination by the Board of Directors of the Corporation in accordance with the Articles of the Corporation to institute voluntary liquidation, dissolution or winding-up proceedings with respect to the Corporation or to effect any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, at least 30 days prior to the proposed effective date of such liquidation, dissolution, winding-up or other distribution;

(b) immediately, upon the earlier of (i) receipt by the Corporation of notice of, and (ii) the Corporation otherwise becoming aware of, any threatened or instituted claim, suit, petition or other proceedings with respect to the involuntary liquidation, dissolution or winding-up of the Corporation or to effect any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs;

(c) immediately, upon receipt by the Corporation of a Retraction Request (as defined in the Exchangeable Share Provisions);

(d) at least 30 days prior to any accelerated Automatic Redemption Date determined by the Board of Directors of the Corporation in accordance with the Exchangeable Share Provisions; and

(e) as soon as practicable upon the issuance by the Corporation of any Exchangeable Shares.

2.4 Delivery of ParentCo Common Shares. In furtherance of its obligations hereunder, upon notice of any event which requires the Corporation to cause to be delivered ParentCo Common Shares to any holder of Exchangeable Shares, ParentCo shall forthwith issue and deliver the requisite ParentCo Common Shares to or to the order of the former holder of the surrendered Exchangeable Shares as the Corporation shall direct. All such ParentCo Common Shares shall be duly issued as fully paid and non-assessable and shall be free and clear of any lien, claim, encumbrance, security interest or adverse claim or interest created by or through ParentCo.

2.5 Equivalence. ParentCo hereby covenants and agrees to cause the Corporation to effect the necessary amendments to the Articles of the Corporation to ensure that the Exchangeable Shares are adjusted to fully reflect the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into ParentCo Common Shares), reorganization, recapitalization or other like change with respect to, or amalgamation, merger or other similar transaction affecting ParentCo Common Stock occurring after the Effective Date.

2.6 Tenders Offers, Etc. In the event that a tender offer, share exchange offer, issuer bid, take-over bid or similar transaction with respect to ParentCo Common Shares (an “Offer”) is proposed by ParentCo or is proposed to ParentCo or its shareholders and is recommended by the Board of Directors of ParentCo, or is otherwise effected or to be effected with the consent or approval of the Board of Directors of ParentCo, ParentCo shall, in good faith, take all such actions and do all such things as are necessary or desirable to enable and permit holders of Exchangeable Shares to participate in such Offer to the same extent and on an equivalent basis as the holders of ParentCo Common Shares, without discrimination, including, without limiting the generality of the foregoing, ParentCo will use its reasonable best efforts expeditiously to (and shall, in the case of a transaction proposed by ParentCo or where ParentCo is a participant in the negotiation thereof) ensure that holders of Exchangeable Shares may participate in all such Offers without being required to retract Exchangeable Shares as against the Corporation (or, if so required, to ensure that any such retraction shall be effective only upon, and shall be conditional upon, the closing of the Offer and only to the extent necessary to tender or deposit to the Offer).

2.7 Ownership of Outstanding Shares. Without the prior approval of the Corporation and the prior approval of the holders of the Exchangeable Shares given in accordance with Article 9 of the Exchangeable Share Provisions, ParentCo covenants and agrees in favour of the Corporation that, following the effective time of the Merger and as long as any outstanding Exchangeable Shares are owned by any person or entity other than ParentCo or any of its Subsidiaries, ParentCo will be and remain the direct or indirect beneficial owner of securities of the Corporation carrying or entitled to not less than 51% of the voting rights for the election of directors, in each case other than the Exchangeable Shares. Notwithstanding the foregoing sentence, ParentCo shall not be in violation of this section 2.7 if any person or group of persons acquires ParentCo Common Shares pursuant to any merger of ParentCo in which ParentCo was not the surviving corporation.

2.8 ParentCo Not to Vote Exchangeable Shares. ParentCo covenants and agrees that it will appoint and cause to be appointed proxy holders with respect to all Exchangeable Shares held by ParentCo and its Subsidiaries for the sole purpose of attending each meeting of holders of Exchangeable Shares in order to be counted as part of the quorum for each such meeting. ParentCo further covenants and agrees that it will not, and will cause its Subsidiaries not to, exercise any voting rights which may be exercisable by holders of Exchangeable Shares from time to time pursuant to the Exchangeable Share Provisions or pursuant to the provisions of the Act with respect to any Exchangeable Shares held by it or by its Subsidiaries in respect of any matter considered at any meeting of holders of Exchangeable Shares.

2.9 Due Performance. On and after the Effective Date, ParentCo shall duly and timely perform all of its obligations under the Merger Agreement and related agreements in respect of the Reorganization, including any obligations that may arise upon the exercise of ParentCo's rights under the Exchangeable Share Provisions.

ARTICLE 3
RIGHTS OF PARENTCO AND PARENTCO SUB TO ACQUIRE EXCHANGEABLE SHARES

3.1 Liquidation Call Right.

(a) ParentCo or, at ParentCo's option, ParentCo Sub shall have the overriding right (the "Liquidation Call Right"), in the event of and notwithstanding the proposed liquidation, dissolution or winding-up of the Corporation as referred to in Article 5 of the Exchangeable Share Provisions, to purchase from all, but not less than all, of the holders of Exchangeable Shares on the Liquidation Date all but not less than all of the Exchangeable Shares held by each such holder on payment by whichever of ParentCo and ParentCo Sub is exercising such right (the "LCR Exercising Party") to each holder of the Exchangeable Share Price applicable on the last Business Day prior to the Liquidation Date (the "Liquidation Call Purchase Price"), which as provided in this section 3.1, shall be fully paid and satisfied by the delivery by, or on behalf of, the LCR Exercising Party of the Exchangeable Share Consideration representing the Liquidation Call Purchase Price. In the event of the exercise of the Liquidation Call Right, it is intended that each holder shall be obligated to sell all the Exchangeable Shares held by the holder to the LCR Exercising Party on the Liquidation Date on payment by the LCR Exercising Party to the holder of the Exchange Share Consideration representing the Liquidation Call Purchase Price for each such share, as provided in section 5.4 of the Exchangeable Share Provisions. The Corporation agrees, for the benefit of the LCR Exercising Party, to enforce against the holders of Exchangeable Shares the provisions of section 5.4 of the Exchangeable Share Provisions to such effect.

(b) To exercise the Liquidation Call Right, an LCR Exercising Party must notify the Corporation of its intention to exercise such right at least 60 days before the Liquidation Date in the case of a voluntary liquidation, dissolution or winding-up of the Corporation and at least five Business Days before the Liquidation Date in the case of an involuntary liquidation, dissolution or winding-up of the Corporation. The Corporation will notify the holders of Exchangeable Shares as to whether or not ParentCo or ParentCo Sub has exercised the Liquidation Call Right forthwith after the expiry of the latest date on which the same may be exercised by ParentCo or ParentCo Sub. If an LCR Exercising Party exercises the Liquidation Call Right, on the Liquidation Date, the LCR Exercising Party will purchase all of the Exchangeable Shares then outstanding for the Exchangeable Share Consideration representing the total Liquidation Call Purchase Price.

(c) For the purposes of completing the purchase of the Exchangeable Shares pursuant to the Liquidation Call Right, the LCR Exercising Party shall deposit with the Corporation, on or before the Liquidation Date, the Exchangeable Share Consideration for all of the Exchangeable Shares. Provided that such Exchangeable Share Consideration has been so deposited with the Corporation, on and after the Liquidation Date the right of each holder of Exchangeable Shares will be limited to receiving such holder's proportionate share of such Exchangeable Share Consideration representing the total Liquidation Call Purchase Price payable by the LCR Exercising Party without interest upon presentation and surrender by the holder of certificates representing the Exchangeable Shares held by such holder and the holder shall on and after the Liquidation Date be considered and deemed for all purposes to be the holder of the ParentCo Common Share delivered to it. Upon surrender to the Corporation of a certificate or certificates representing the Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require, the holder of such surrendered certificate or certificates shall be entitled to receive in exchange therefor, and the Corporation on behalf of ParentCo shall deliver to such holder, the Exchangeable Share Consideration to which the holder is entitled. If ParentCo and ParentCo Sub do not exercise the Liquidation Call Right in the manner described above, on the Liquidation Date the holders of the Exchangeable Shares will be entitled to receive in exchange therefor the Exchangeable Share Consideration representing the Liquidation Amount otherwise payable by the Corporation in connection with the liquidation, dissolution or winding-up of the Corporation pursuant to Article 5 of the Exchangeable Share Provisions. Notwithstanding the foregoing, until such Exchangeable Share Consideration is delivered to the holder, the holder shall be deemed to still be a holder of Exchangeable Shares for purposes of all voting rights in ParentCo with respect thereto under the Voting and Exchange Trust Agreement.

3.2 Redemption Call Right.

(a) ParentCo or, at ParentCo's option, ParentCo Sub shall have the overriding right (the "Redemption Call Right"), notwithstanding the proposed redemption of the Exchangeable Shares by the Corporation pursuant to Article 7 of the Exchangeable Share Provisions, to purchase from all, but not less than all, of the holders of Exchangeable Shares on the Automatic Redemption Date all but not less than all of the Exchangeable Shares held by each such holder, other than any Subsidiary of ParentCo, on payment by whichever of ParentCo and ParentCo Sub exercises such right (the "RCR Exercising Party") to the holder of the Exchangeable Share Price applicable on the last Business Day prior to the Automatic Redemption Date (the "Redemption Call Purchase Price"), which as provided in this section 3.2, shall be fully paid and satisfied by the delivery by or on behalf of the RCR Exercising Party of the Exchangeable Share Consideration representing the Redemption Call Purchase Price. In the event of the exercise of the Redemption Call Right by the RCR Exercising Party, it is intended that each holder shall be obligated to sell all the Exchangeable Shares held by the holder to the RCR Exercising Party on the Automatic Redemption Date on payment or on behalf of the ParentCo to the holder of the Exchangeable Share Consideration representing the Redemption Call Purchase Price for each such share as provided in section 7.4 of the Exchangeable Share provisions. The Corporation agrees, for the benefit of the RCR Exercising Party, to enforce against the holders of Exchangeable Shares the provisions of section 7.4 of the Exchangeable Share Provisions to such effect.

(b) To exercise the Redemption Call Right, an RCR Exercising Party must notify the Corporation of its intention to exercise such right at least 60 days before the Automatic Redemption Date. The Corporation will notify the holders of the Exchangeable Shares as to whether or not the Redemption Call Right has been exercised forthwith after the expiry of the latest date on which the same may be exercised. If an RCR Exercising Party exercises its Redemption Call Right, on the Automatic Redemption Date, the RCR Exercising Party will purchase all of the Exchangeable Shares then outstanding for the Exchangeable Share Consideration representing the total Redemption Call Purchase Price.

(c) For the purposes of completing the purchase of the Exchangeable Shares pursuant to the Redemption Call Right, the RCR Exercising Party shall deposit with the Corporation, on or before the Automatic Redemption Date, the Exchangeable Share Consideration for all the then outstanding Exchangeable Shares representing the total Redemption Call Purchase Price. Provided that such Exchangeable Share Consideration has been so deposited with the Corporation, on and after the Automatic Redemption Date, the rights of each holder of Exchangeable Shares will be limited to receiving such holder's proportionate share of the Exchangeable Share Consideration representing the total Redemption Call Purchase Price payable by the RCR Exercising Party upon presentation and surrender by the holder of certificates representing the Exchangeable Shares held by such holder and the holder shall on and after the Automatic Redemption Date be considered and deemed for all purposes to be the holder of the Exchangeable Share Consideration delivered by such holder. Upon surrender to the Corporation of a certificate or certificates representing Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require, the holder of such surrendered certificate or certificates shall be entitled to receive in exchange therefor, and the Corporation shall deliver to such holder, the Exchangeable Share Consideration to which the holder is entitled. If ParentCo or ParentCo Sub do not exercise the Redemption Call Right in the manner described above, on the Automatic Redemption Date, the holders of the Exchangeable Shares will be entitled to receive in exchange therefor the Exchangeable Share Consideration representing the Redemption Price otherwise payable by the Corporation in connection with the redemption of the Exchangeable Shares pursuant to Article 7 of the Exchangeable Share Provisions. Notwithstanding the foregoing, until such Exchangeable Share Consideration is delivered to the holder, the holder shall be deemed to still be a holder of Exchangeable Shares for purposes of all voting rights with respect thereto under the Voting and Exchange Trust Agreement.

ARTICLE 4
GENERAL

4.1 Term. This agreement shall come into force and be effective as of the date hereof and shall terminate and be of no further force and effect at such time as no Exchangeable Shares (or securities or rights convertible into or exchangeable for or carrying rights to acquire Exchangeable Shares) are held by any party other than ParentCo and any of its Subsidiaries.

4.2 Changes in Capital of ParentCo and the Corporation. Notwithstanding the provisions of section 4.4 hereof, at all times after the occurrence of any event effected pursuant to Section 2.5 or 2.6 hereof, as a result of which either ParentCo Common Shares or the Exchangeable Shares or both are in any way changed, this agreement shall forthwith be amended and modified as necessary in order that it shall apply with full force and effect, mutatis mutandis, to all new securities into which ParentCo Common Shares or the Exchangeable Shares or both are so changed, and the parties hereto shall execute and deliver an agreement in writing giving effect to and evidencing such necessary amendments and modifications.

4.3 Severability. If any provision of this agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this agreement shall not in any way be affected or impaired thereby and this agreement shall be carried out as nearly as possible in accordance with its original terms and conditions.

4.4 Amendments, Modifications, Etc. This agreement may not be amended or modified except by an agreement in writing executed by the Corporation and ParentCo and approved by the holders of the Exchangeable Shares in accordance with Article 9 of the Exchangeable Share Provisions.

4.5 Ministerial Amendments. Notwithstanding the provisions of Section 4.4 hereof, the parties to this agreement may in writing, at any time and from time to time, without the approval of the holders of the Exchangeable Shares, amend or modify this agreement for the purposes of:

(a) adding to the covenants of either or both parties for the protection of the holders of the Exchangeable Shares;

(b) making such amendments or modifications not inconsistent with this agreement as may be necessary or desirable with respect to matters or questions which, in the opinion of the board of directors of each of the Corporation and ParentCo, it may be expedient to make, provided that each such board of directors shall be of the opinion that such amendments or modifications will not be prejudicial to the interests of the holders of the Exchangeable Shares; or

(c) making such changes or corrections which, on the advice of counsel to the Corporation and ParentCo, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error; provided that the boards of directors of each of the Corporation and ParentCo shall be of the opinion that such changes or corrections will not be prejudicial to the interests of the holders of the Exchangeable Shares.

4.6 Meeting to Consider Amendments. The Corporation, at the request of ParentCo, shall call a meeting or meetings of the holders of the Exchangeable Shares for the purpose of considering any proposed amendment or modification requiring approval of such shareholders. Any such meeting or meetings shall be called and held in accordance with the by-laws of the Corporation, the Exchangeable Share Provisions and all applicable laws.

4.7 Amendments Only in Writing. No amendment to or modification or waiver of any of the provisions of this agreement otherwise permitted hereunder shall be effective unless made in writing and signed by both of the parties hereto.

4.8 Enurement. This agreement shall be binding upon and enure to the benefit of the parties hereto and the holders, from time to time, of Exchangeable Shares and each of their respective heirs, successors and assigns.

4.9 Notices to Parties. All notices and other communications between the parties shall be in writing and shall be deemed to have been given if delivered personally or by confirmed telecopy to the parties at the following addresses (or at such other address for either such party as shall be specified in like notice):

(a) if to ParentCo in connection with the period prior to the effective time of the Merger to:

AdValiant USA, Inc.
257 Park Avenue South
Suite 1201
New York, NY 10010

Attn: Peter Bordes

Fax: (888) 239-3375

Tel: (646) 230-1013

(b) if to ParentCo in connection with the period on or after the effective time of the Merger to:

Dialog Group, Inc.
Twelfth Floor
257 Park Avenue South
New York, NY 10010

Attn: Peter DeCrescenzo

Fax: 212-719-7010

Tel: 212-254-1913

(c) if to the Corporation to:

AdValiant Inc.
2 St. Clair Avenue East
Suite 800
Toronto, Ontario M4T 2T5

Attn: Jivan Manhas

Fax: (888) 239-3375

Tel: 416-644-4951

Any notice or other communication given personally shall be deemed to have been given and received upon delivery thereof and if given by telecopy shall be deemed to have been given and received on the date of confirmed receipt thereof, unless such day is not a Business Day, in which case it shall be deemed to have been given and received upon the immediately following Business Day.

4.10 Counterparts. This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

4.11 Jurisdiction. This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

4.12 Attornment. ParentCo agrees that any action or proceeding arising out of or relating to this agreement maybe instituted in the courts of Ontario, waives any objection which it may have now or hereafter to the venue of any such action or proceeding, irrevocably submits to the jurisdiction of such courts in any such action or proceeding, agrees to be bound by any judgment of such courts and not to seek, and hereby waives, any review of the merits of any such judgment by the courts of any other jurisdiction and hereby appoints the Corporation at its registered office in the Province of Ontario as ParentCo's attorney for service of process.

IN WITNESS WHEREOF, AdValiant USA, DGI and the Corporation have caused this agreement to be signed by their respective officers thereunder duly authorized, all as of the date first written above.

ADVALIANT INC.

By: /s/ Peter Bordes
Peter Bordes, President

ADVALIANT USA, INC.

By: /s/ Peter Bordes
Peter Border, President

DIALOG GROUP, INC.

By: /s/ Peter DeCrescenzo
Peter DeCrescenzo, President