

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
1.	November 19, 2010	Constantin Dietrich

OPTION AGREEMENT

Optionee: **Constantin Dietrich**
Chamerstrasse 44
CH-6331
Hunenberg, Zug
Switzerland

Grant: Two Hundred Fifty Thousand (250,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: November 19, 2010

Expiry Date: November 18, 2015

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	November 17, 2011	83,333	83,333
2	January 1, 2012	6,944	90,278
3	February 1, 2012	6,944	97,222
4	March 1, 2012	6,944	104,167
5	April 1, 2012	6,944	111,111
6	May 1, 2012	6,944	118,056
7	June 1, 2012	6,944	125,000
8	July 1, 2012	6,944	131,944
9	August 1, 2012	6,944	138,889
10	September 1, 2012	6,944	145,833
11	October 1, 2012	6,944	152,778
12	November 1, 2012	6,944	159,722
13	December 1, 2012	6,944	166,667
14	January 1, 2013	6,944	173,611

15	February 1, 2013	6,944	180,556
16	March 1, 2013	6,944	187,500
17	April 1, 2013	6,944	194,444
18	May 1, 2013	6,944	201,389
19	June 1, 2013	6,944	208,333
20	July 1, 2013	6,944	215,278
21	August 1, 2013	6,944	222,222
22	September 1, 2013	6,944	229,167
23	October 1, 2013	6,944	236,111
24	November 1, 2013	6,944	243,056
25	December 1, 2013	6,944	250,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

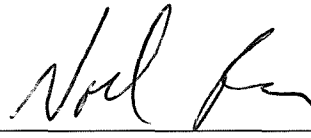
The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

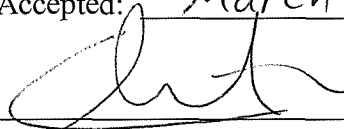
Dated: September 7, 2010.

AVID LIFE MEDIA INC.

By: 
Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: March 14, 20 11


Signature of Optionee

Schedule "A"**NOTICE OF EXERCISE****To Exercise the Option, Complete and Return this Form**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan dated August 15, 2007 (as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

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	)	_____
	)	Name of Optionee
	)	
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_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
2.	January 1, 2011	Evan Back

OPTION AGREEMENT

Optionee: **Evan Back**
1408-797 Don Mills Road
North York, ON
M3C 1V1

Grant: Twenty Thousand (20,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: January 1, 2011

Expiry Date: December 31, 2015

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	January 1, 2012	6,667	6,667
2	February 1, 2012	556	7,222
3	March 1, 2012	556	7,778
4	April 1, 2012	556	8,333
5	May 1, 2012	556	8,889
6	June 1, 2012	556	9,444
7	July 1, 2012	556	10,000
8	August 1, 2012	556	10,556
9	September 1, 2012	556	11,111
10	October 1, 2012	556	11,667
11	November 1, 2012	556	12,222
12	December 1, 2012	556	12,778
13	January 1, 2013	556	13,333
14	February 1, 2013	556	13,889
15	March 1, 2013	556	14,444

16	April 1, 2013	556	15,000
17	May 1, 2013	556	15,556
18	June 1, 2013	556	16,111
19	July 1, 2013	556	16,667
20	August 1, 2013	556	17,222
21	September 1, 2013	556	17,778
22	October 1, 2013	556	18,333
23	November 1, 2013	556	18,889
24	December 1, 2013	556	19,444
25	January 1, 2014	556	20,000

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This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

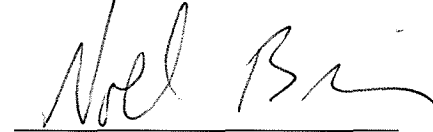
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: January 1, 2011.

AVID LIFE MEDIA INC.

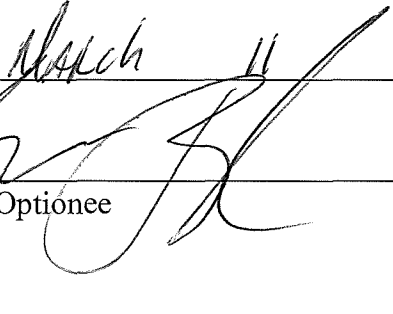
By: _____



Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: _____



March 11, 2011

Signature of Optionee

Schedule "A"**NOTICE OF EXERCISE****To Exercise the Option, Complete and Return this Form**

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- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

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	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
3.	January 1, 2011	Luke Galea

OPTION AGREEMENT

Optionee: Luke Galea
77 Metcalfe St.
Aurora, ON
L4G1E7

Grant: Twenty-Five Thousand (25,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: January 1, 2011

Expiry Date: December 31, 2015

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	January 1, 2012	8,333	8,333
2	February 1, 2012	694	9,028
3	March 1, 2012	694	9,722
4	April 1, 2012	694	10,417
5	May 1, 2012	694	11,111
6	June 1, 2012	694	11,806
7	July 1, 2012	694	12,500
8	August 1, 2012	694	13,194
9	September 1, 2012	694	13,889
10	October 1, 2012	694	14,583
11	November 1, 2012	694	15,278
12	December 1, 2012	694	15,972
13	January 1, 2013	694	16,667
14	February 1, 2013	694	17,361
15	March 1, 2013	694	18,056

16	April 1, 2013	694	18,750
17	May 1, 2013	694	19,444
18	June 1, 2013	694	20,139
19	July 1, 2013	694	20,833
20	August 1, 2013	694	21,528
21	September 1, 2013	694	22,222
22	October 1, 2013	694	22,917
23	November 1, 2013	694	23,611
24	December 1, 2013	694	24,306
25	January 1, 2014	694	25,000

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The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

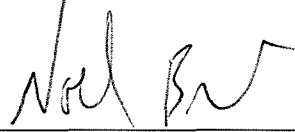
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Janaury 1, 2011.

AVID LIFE MEDIA INC.

By:

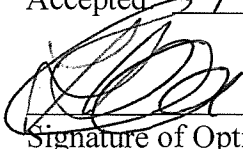


Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted:

March 11, 2011



Signature of Optionee

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- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

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	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
4.	January 1, 2011	Rizwan Jiwan

OPTION AGREEMENT

Optionee: Rizwan Jiwan
1-645 Mount Pleasant Road
Toronto, ON
M4S 2M9

Grant: Twenty-Five Thousand (25,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: January 1, 2011

Expiry Date: December 31, 2015

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	January 1, 2012	8,333	8,333
2	February 1, 2012	694	9,028
3	March 1, 2012	694	9,722
4	April 1, 2012	694	10,417
5	May 1, 2012	694	11,111
6	June 1, 2012	694	11,806
7	July 1, 2012	694	12,500
8	August 1, 2012	694	13,194
9	September 1, 2012	694	13,889
10	October 1, 2012	694	14,583
11	November 1, 2012	694	15,278
12	December 1, 2012	694	15,972
13	January 1, 2013	694	16,667
14	February 1, 2013	694	17,361
15	March 1, 2013	694	18,056

16	April 1, 2013	694	18,750
17	May 1, 2013	694	19,444
18	June 1, 2013	694	20,139
19	July 1, 2013	694	20,833
20	August 1, 2013	694	21,528
21	September 1, 2013	694	22,222
22	October 1, 2013	694	22,917
23	November 1, 2013	694	23,611
24	December 1, 2013	694	24,306
25	January 1, 2014	694	25,000

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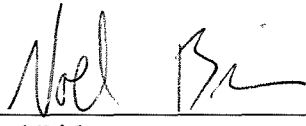
The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

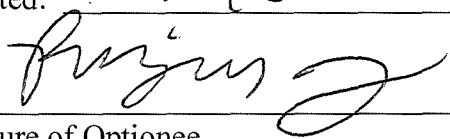
This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Janaury 1, 2011.

AVID LIFE MEDIA INC.

By: 
Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Feb 10, 2011

Signature of Optionee

Schedule "A"**NOTICE OF EXERCISE****To Exercise the Option, Complete and Return this Form**

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- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

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Dated: _____, 20__

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	)	_____
	)	Name of Optionee
	)	
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_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
5.	January 1, 2011	Binu Koshy

OPTION AGREEMENT

Optionee: **Binu Koshy**
2252 Emerson Drive
Burlington, ON
L7L 7P4

Grant: Twenty Thousand (20,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: January 1, 2011

Expiry Date: December 31, 2015

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	January 1, 2012	6,667	6,667
2	February 1, 2012	556	7,222
3	March 1, 2012	556	7,778
4	April 1, 2012	556	8,333
5	May 1, 2012	556	8,889
6	June 1, 2012	556	9,444
7	July 1, 2012	556	10,000
8	August 1, 2012	556	10,556
9	September 1, 2012	556	11,111
10	October 1, 2012	556	11,667
11	November 1, 2012	556	12,222
12	December 1, 2012	556	12,778
13	January 1, 2013	556	13,333
14	February 1, 2013	556	13,889
15	March 1, 2013	556	14,444

16	April 1, 2013	556	15,000
17	May 1, 2013	556	15,556
18	June 1, 2013	556	16,111
19	July 1, 2013	556	16,667
20	August 1, 2013	556	17,222
21	September 1, 2013	556	17,778
22	October 1, 2013	556	18,333
23	November 1, 2013	556	18,889
24	December 1, 2013	556	19,444
25	January 1, 2014	556	20,000

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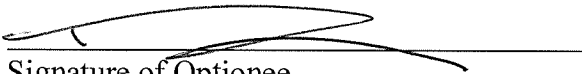
Dated: Janaury 1, 2011.

AVID LIFE MEDIA INC.

By: 
Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Apr. 14, 2011


Signature of Optionee

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
6.	January 1, 2011	Keith Lalonde

OPTION AGREEMENT

Optionee: **Keith Lalonde**
3937 Mayla Drive
Mississauga Road
L5M 7Y9

Grant: Fifteen Thousand (15,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: January 1, 2011

Expiry Date: December 31, 2015

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	January 1, 2012	5,000	5,000
2	February 1, 2012	417	5,417
3	March 1, 2012	417	5,833
4	April 1, 2012	417	6,250
5	May 1, 2012	417	6,667
6	June 1, 2012	417	7,083
7	July 1, 2012	417	7,500
8	August 1, 2012	417	7,917
9	September 1, 2012	417	8,333
10	October 1, 2012	417	8,750
11	November 1, 2012	417	9,167
12	December 1, 2012	417	9,583
13	January 1, 2013	417	10,000



14	February 1, 2013	417	10,417
15	March 1, 2013	417	10,833
16	April 1, 2013	417	11,250
17	May 1, 2013	417	11,667
18	June 1, 2013	417	12,083
19	July 1, 2013	417	12,500
20	August 1, 2013	417	12,917
21	September 1, 2013	417	13,333
22	October 1, 2013	417	13,750
23	November 1, 2013	417	14,167
24	December 1, 2013	417	14,583
25	January 1, 2014	417	15,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.



This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

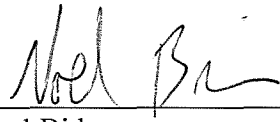
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This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: January 1, 2011.

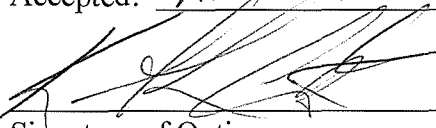
AVID LIFE MEDIA INC.

By: _____


Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: April 4th, 20 11



Signature of Optionee

Schedule "A"**NOTICE OF EXERCISE****To Exercise the Option, Complete and Return this Form**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan dated August 15, 2007 (as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

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	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
7.	January 1, 2011	Kevin McCall

OPTION AGREEMENT

Optionee: **Kevin McCall**
150 Morningside Avenue
Toronto, ON
M6S 1E3

Grant: Fifteen Thousand (15,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: January 1, 2011

Expiry Date: December 31, 2015

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	January 1, 2012	5,000	5,000
2	February 1, 2012	417	5,417
3	March 1, 2012	417	5,833
4	April 1, 2012	417	6,250
5	May 1, 2012	417	6,667
6	June 1, 2012	417	7,083
7	July 1, 2012	417	7,500
8	August 1, 2012	417	7,917
9	September 1, 2012	417	8,333
10	October 1, 2012	417	8,750
11	November 1, 2012	417	9,167
12	December 1, 2012	417	9,583
13	January 1, 2013	417	10,000

14	February 1, 2013	417	10,417
15	March 1, 2013	417	10,833
16	April 1, 2013	417	11,250
17	May 1, 2013	417	11,667
18	June 1, 2013	417	12,083
19	July 1, 2013	417	12,500
20	August 1, 2013	417	12,917
21	September 1, 2013	417	13,333
22	October 1, 2013	417	13,750
23	November 1, 2013	417	14,167
24	December 1, 2013	417	14,583
25	January 1, 2014	417	15,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: January 1, 2011.

AVID LIFE MEDIA INC.

By: Noel Biderman
Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: APRIL 4 , 20 11

 Kevin McCall
Signature of Optionee

Schedule "A"**NOTICE OF EXERCISE****To Exercise the Option, Complete and Return this Form**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan dated August 15, 2007 (as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

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	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
8.	January 1, 2011	Marc Morgenstern

OPTION AGREEMENT

Optionee: Marc Morgenstern
935-299 Roehampton Avenue
Toronto, ON
M4P 1S2

Grant: Twenty Thousand (20,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: January 1, 2011

Expiry Date: December 31, 2015

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	January 1, 2012	6,667	6,667
2	February 1, 2012	556	7,222
3	March 1, 2012	556	7,778
4	April 1, 2012	556	8,333
5	May 1, 2012	556	8,889
6	June 1, 2012	556	9,444
7	July 1, 2012	556	10,000
8	August 1, 2012	556	10,556
9	September 1, 2012	556	11,111
10	October 1, 2012	556	11,667
11	November 1, 2012	556	12,222
12	December 1, 2012	556	12,778
13	January 1, 2013	556	13,333
14	February 1, 2013	556	13,889
15	March 1, 2013	556	14,444

16	April 1, 2013	556	15,000
17	May 1, 2013	556	15,556
18	June 1, 2013	556	16,111
19	July 1, 2013	556	16,667
20	August 1, 2013	556	17,222
21	September 1, 2013	556	17,778
22	October 1, 2013	556	18,333
23	November 1, 2013	556	18,889
24	December 1, 2013	556	19,444
25	January 1, 2014	556	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

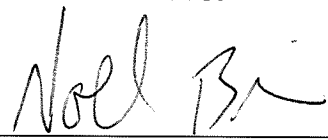
The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

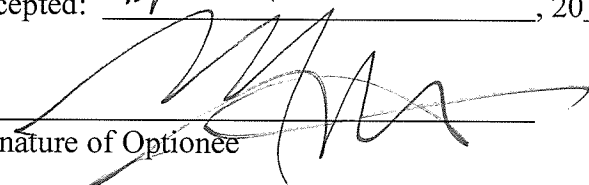
Dated: January 1, 2011.

AVID LIFE MEDIA INC.

By: 
Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: APRIL 4TH, 2011


Signature of Optionee

Schedule "A"**NOTICE OF EXERCISE****To Exercise the Option, Complete and Return this Form**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan dated August 15, 2007 (as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

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	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
9.	January 1, 2011	Mel Mulligan

OPTION AGREEMENT

Optionee: Mel Mulligan
61 Bell Street
Stittsville, ON
K2S 2A8

Grant: Eighty Thousand (80,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: January 1, 2011

Expiry Date: December 31, 2015

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	January 1, 2012	80,000	80,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

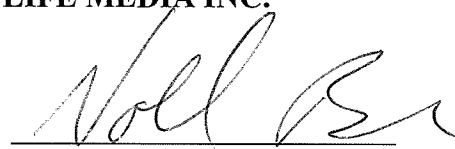
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: January 1, 2011.

AVID LIFE MEDIA INC.

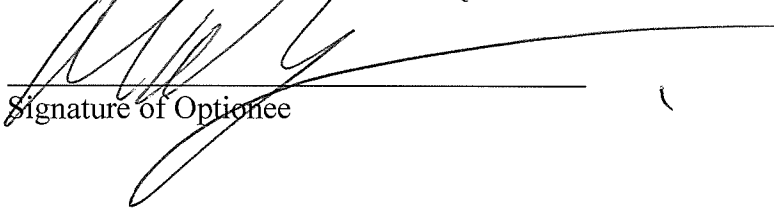
By:



Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 1, 2011


Signature of Optionee

Schedule "A"**NOTICE OF EXERCISE****To Exercise the Option, Complete and Return this Form**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan dated August 15, 2007 (as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

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	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
10.	January 1, 2011	Brian Offenheim

OPTION AGREEMENT

Optionee: **Brian Offenheim**
11 Southgate Drive
Maple, ON
L6A 0X2

Grant: Fifteen Thousand (15,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: January 1, 2011

Expiry Date: December 31, 2015

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	January 1, 2012	5,000	5,000
2	February 1, 2012	417	5,417
3	March 1, 2012	417	5,833
4	April 1, 2012	417	6,250
5	May 1, 2012	417	6,667
6	June 1, 2012	417	7,083
7	July 1, 2012	417	7,500
8	August 1, 2012	417	7,917
9	September 1, 2012	417	8,333
10	October 1, 2012	417	8,750
11	November 1, 2012	417	9,167
12	December 1, 2012	417	9,583
13	January 1, 2013	417	10,000

14	February 1, 2013	417	10,417
15	March 1, 2013	417	10,833
16	April 1, 2013	417	11,250
17	May 1, 2013	417	11,667
18	June 1, 2013	417	12,083
19	July 1, 2013	417	12,500
20	August 1, 2013	417	12,917
21	September 1, 2013	417	13,333
22	October 1, 2013	417	13,750
23	November 1, 2013	417	14,167
24	December 1, 2013	417	14,583
25	January 1, 2014	417	15,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

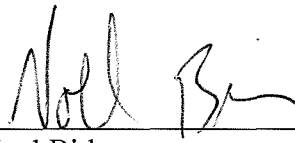
The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

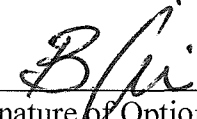
Dated: Janaury 1, 2011.

AVID LIFE MEDIA INC.

By: 
Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: March 11, 2011


Signature of Optionee

Schedule "A"**NOTICE OF EXERCISE****To Exercise the Option, Complete and Return this Form**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan dated August 15, 2007 (as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
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	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
11.	January 1, 2011	Trevor Sykes

OPTION AGREEMENT

Optionee: Trevor Sykes
539 Downland Drive
Pickering, ON
L1W 3B1

Grant: Twenty-Five Thousand (25,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: January 1, 2011

Expiry Date: December 31, 2015

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	January 1, 2012	8,333	8,333
2	February 1, 2012	694	9,028
3	March 1, 2012	694	9,722
4	April 1, 2012	694	10,417
5	May 1, 2012	694	11,111
6	June 1, 2012	694	11,806
7	July 1, 2012	694	12,500
8	August 1, 2012	694	13,194
9	September 1, 2012	694	13,889
10	October 1, 2012	694	14,583
11	November 1, 2012	694	15,278
12	December 1, 2012	694	15,972
13	January 1, 2013	694	16,667
14	February 1, 2013	694	17,361
15	March 1, 2013	694	18,056

16	April 1, 2013	694	18,750
17	May 1, 2013	694	19,444
18	June 1, 2013	694	20,139
19	July 1, 2013	694	20,833
20	August 1, 2013	694	21,528
21	September 1, 2013	694	22,222
22	October 1, 2013	694	22,917
23	November 1, 2013	694	23,611
24	December 1, 2013	694	24,306
25	January 1, 2014	694	25,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

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The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

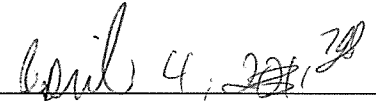
This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

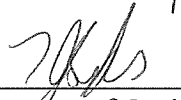
Dated: Janaury 1, 2011.

AVID LIFE MEDIA INC.

By: 
Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted:  April 4, 2011


Signature of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
12.	January 1, 2011	Jamie Wilson

OPTION AGREEMENT

Optionee: **Jamie Wilson**
4403-2191 Yonge Street
Toronto, ON
M4S 3H8

Grant: Fifteen Thousand (15,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: January 1, 2011

Expiry Date: December 31, 2015

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	January 1, 2012	5,000	5,000
2	February 1, 2012	417	5,417
3	March 1, 2012	417	5,833
4	April 1, 2012	417	6,250
5	May 1, 2012	417	6,667
6	June 1, 2012	417	7,083
7	July 1, 2012	417	7,500
8	August 1, 2012	417	7,917
9	September 1, 2012	417	8,333
10	October 1, 2012	417	8,750
11	November 1, 2012	417	9,167
12	December 1, 2012	417	9,583
13	January 1, 2013	417	10,000

14	February 1, 2013	417	10,417
15	March 1, 2013	417	10,833
16	April 1, 2013	417	11,250
17	May 1, 2013	417	11,667
18	June 1, 2013	417	12,083
19	July 1, 2013	417	12,500
20	August 1, 2013	417	12,917
21	September 1, 2013	417	13,333
22	October 1, 2013	417	13,750
23	November 1, 2013	417	14,167
24	December 1, 2013	417	14,583
25	January 1, 2014	417	15,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

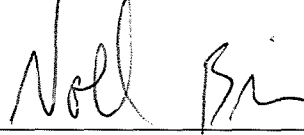
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Janaury 1, 2011.

AVID LIFE MEDIA INC.

By:



Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: April 5, 2011



Signature of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
13.	March 1, 2011	Michael Decks

OPTION AGREEMENT

Optionee: Michael Dacks
25 Gossamer Avenue
Toronto, ON
M2M 2X3

Grant: Fifty Thousand (50,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: March 1, 2011

Expiry Date: February 28, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	March 1, 2012	16,667	16,667
2	April 1, 2012	1,389	18,056
3	May 1, 2012	1,389	19,444
4	June 1, 2012	1,389	20,833
5	July 1, 2012	1,389	22,222
6	August 1, 2012	1,389	23,611
7	September 1, 2012	1,389	25,000
8	October 1, 2012	1,389	26,389
9	November 1, 2012	1,389	27,778
10	December 1, 2012	1,389	29,167
11	January 1, 2013	1,389	30,556
12	February 1, 2013	1,389	31,944
13	March 1, 2013	1,389	33,333
14	April 1, 2013	1,389	34,722
15	May 1, 2013	1,389	36,111

16	June 1, 2013	1,389	37,500
17	July 1, 2013	1,389	38,889
18	August 1, 2013	1,389	40,278
19	September 1, 2013	1,389	41,667
20	October 1, 2013	1,389	43,056
21	November 1, 2013	1,389	44,444
22	December 1, 2013	1,389	45,833
23	January 1, 2014	1,389	47,222
24	February 1, 2014	1,389	48,611
25	March 1, 2014	1,389	50,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

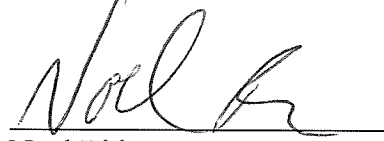
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: March 1, 2011.

AVID LIFE MEDIA INC.

By:



Noel Biderman

Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: March 1, 2011



Signature of Optionee

Schedule "A"**NOTICE OF EXERCISE****To Exercise the Option, Complete and Return this Form**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan dated August 15, 2007 (as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	
Witness to the Signature of:	)	_____
	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
14.	May 24, 2011	Noel Biderman

OPTION AGREEMENT

Optionee: Noel Biderman
227 Hillhurst Blvd.
Toronto, Canada.
M5N 1P3

Grant: Ninety Five Thousand (95,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: May 24, 2011

Expiry Date: May 23, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	1-Jul-12	31,667	31,667
2	1-Aug-12	2,639	34,306
3	1-Sep-12	2,639	36,944
4	1-Oct-12	2,639	39,583
5	1-Nov-12	2,639	42,222
6	1-Dec-12	2,639	44,861
7	1-Jan-13	2,639	47,500
8	1-Feb-13	2,639	50,139
9	1-Mar-13	2,639	52,778
10	1-Apr-13	2,639	55,417
11	1-May-13	2,639	58,056
12	1-Jun-13	2,639	60,694
13	1-Jul-13	2,639	63,333

14	1-Aug-13	2,639	65,972
15	1-Sep-13	2,639	68,611
16	1-Oct-13	2,639	71,250
17	1-Nov-13	2,639	73,889
18	1-Dec-13	2,639	76,528
19	1-Jan-14	2,639	79,167
20	1-Feb-14	2,639	81,806
21	1-Mar-14	2,639	84,444
22	1-Apr-14	2,639	87,083
23	1-May-14	2,639	89,722
24	1-Jun-14	2,639	92,361
25	1-Jul-14	2,639	95,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

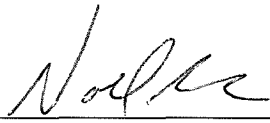
The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

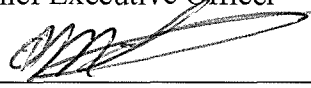
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: May 24, 2011.

AVID LIFE MEDIA INC.

By: 
Noel Biderman
Chief Executive Officer

By: 
Mike Dacks
General Counsel

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: May 24, 2011


Signature of Optionee

Schedule "A"**NOTICE OF EXERCISE****To Exercise the Option, Complete and Return this Form**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan dated August 15, 2007 (as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:** \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
15.	May 24, 2011	Amanda Biderman

OPTION AGREEMENT

Optionee: Amanda Biderman
227 Hillhurst Blvd.
Toronto, Canada.
M5N 1P3

Grant: Ninety Five Thousand (95,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: May 24, 2011

Expiry Date: May 23, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	1-Jul-12	31,667	31,667
2	1-Aug-12	2,639	34,306
3	1-Sep-12	2,639	36,944
4	1-Oct-12	2,639	39,583
5	1-Nov-12	2,639	42,222
6	1-Dec-12	2,639	44,861
7	1-Jan-13	2,639	47,500
8	1-Feb-13	2,639	50,139
9	1-Mar-13	2,639	52,778
10	1-Apr-13	2,639	55,417
11	1-May-13	2,639	58,056
12	1-Jun-13	2,639	60,694
13	1-Jul-13	2,639	63,333

14	1-Aug-13	2,639	65,972
15	1-Sep-13	2,639	68,611
16	1-Oct-13	2,639	71,250
17	1-Nov-13	2,639	73,889
18	1-Dec-13	2,639	76,528
19	1-Jan-14	2,639	79,167
20	1-Feb-14	2,639	81,806
21	1-Mar-14	2,639	84,444
22	1-Apr-14	2,639	87,083
23	1-May-14	2,639	89,722
24	1-Jun-14	2,639	92,361
25	1-Jul-14	2,639	95,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

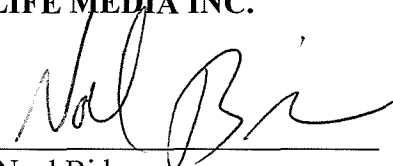
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: May 24, 2011.

AVID LIFE MEDIA INC.

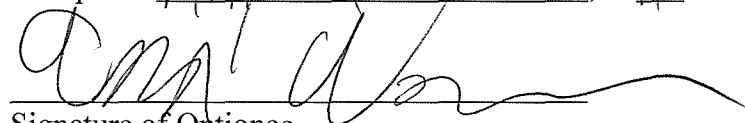
By:



Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: MAY 24, 2011



Signature of Optionee

Schedule "A"**NOTICE OF EXERCISE****To Exercise the Option, Complete and Return this Form**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan dated August 15, 2007 (as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	_____
	)	
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
16.	May 24, 2011	Michael Dacks

OPTION AGREEMENT

Optionee: Michael Dacks
25 Gossamer Avenue
Toronto, ON
M2M 2X3

Grant: Forty Five Thousand (45,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: May 24, 2011

Expiry Date: May 23, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	1-Jul-12	15,000	15,000
2	1-Aug-12	1,250	16,250
3	1-Sep-12	1,250	17,500
4	1-Oct-12	1,250	18,750
5	1-Nov-12	1,250	20,000
6	1-Dec-12	1,250	21,250
7	1-Jan-13	1,250	22,500
8	1-Feb-13	1,250	23,750
9	1-Mar-13	1,250	25,000
10	1-Apr-13	1,250	26,250
11	1-May-13	1,250	27,500
12	1-Jun-13	1,250	28,750
13	1-Jul-13	1,250	30,000

14	1-Aug-13	1,250	31,250
15	1-Sep-13	1,250	32,500
16	1-Oct-13	1,250	33,750
17	1-Nov-13	1,250	35,000
18	1-Dec-13	1,250	36,250
19	1-Jan-14	1,250	37,500
20	1-Feb-14	1,250	38,750
21	1-Mar-14	1,250	40,000
22	1-Apr-14	1,250	41,250
23	1-May-14	1,250	42,500
24	1-Jun-14	1,250	43,750
25	1-Jul-14	1,250	45,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

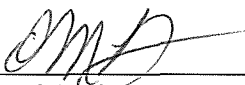
Dated: May 24, 2011.

AVID LIFE MEDIA INC.

By: 
Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: ~~50~~ May 24, 2011


Signature of Optionee

Schedule "A"**NOTICE OF EXERCISE****To Exercise the Option, Complete and Return this Form**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan dated August 15, 2007 (as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	_____
	)	
	)	Name of Optionee
	)	
	)	
	)	
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
17.	May 24, 2011	Trevor Sykes

OPTION AGREEMENT

Optionee: Trevor Sykes
539 Downland Drive
Pickering, ON
L1W 3B1

Grant: Seventy Thousand (70,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: May 24, 2011

Expiry Date: May 23, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	1-Jul-12	23,333	23,333
2	1-Aug-12	1,944	25,278
3	1-Sep-12	1,944	27,222
4	1-Oct-12	1,944	29,167
5	1-Nov-12	1,944	31,111
6	1-Dec-12	1,944	33,056
7	1-Jan-13	1,944	35,000
8	1-Feb-13	1,944	36,944
9	1-Mar-13	1,944	38,889
10	1-Apr-13	1,944	40,833
11	1-May-13	1,944	42,778
12	1-Jun-13	1,944	44,722
13	1-Jul-13	1,944	46,667

14	1-Aug-13	1,944	48,611
15	1-Sep-13	1,944	50,556
16	1-Oct-13	1,944	52,500
17	1-Nov-13	1,944	54,444
18	1-Dec-13	1,944	56,389
19	1-Jan-14	1,944	58,333
20	1-Feb-14	1,944	60,278
21	1-Mar-14	1,944	62,222
22	1-Apr-14	1,944	64,167
23	1-May-14	1,944	66,111
24	1-Jun-14	1,944	68,056
25	1-Jul-14	1,944	70,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

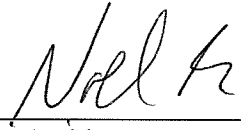
The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

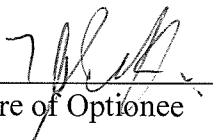
Dated: May 24, 2011.

AVID LIFE MEDIA INC.

By: 
Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: May 24, 2011


Signature of Optionee

Schedule "A"**NOTICE OF EXERCISE****To Exercise the Option, Complete and Return this Form**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan dated August 15, 2007 (as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

_____	)	_____
	)	
	)	Name of Optionee
	)	
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
18.	October 12, 2011	Rizwan Jiwan

OPTION AGREEMENT

Optionee: Rizwan Jiwan
1-645 Mount Pleasant Road
Toronto, ON
M4S 2M9

Grant: Eighty Thousand (80,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: October 12, 2011

Expiry Date: October 31, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	November 1, 2012	26,667	26,667
2	December 1, 2012	2,222	28,889
3	January 1, 2013	2,222	31,111
4	February 1, 2013	2,222	33,333
5	March 1, 2013	2,222	35,556
6	April 1, 2013	2,222	37,778
7	May 1, 2013	2,222	40,000
8	June 1, 2013	2,222	42,222
9	July 1, 2013	2,222	44,444
10	August 1, 2013	2,222	46,667
11	September 1, 2013	2,222	48,889
12	October 1, 2013	2,222	51,111
13	November 1, 2013	2,222	53,333
14	December 1, 2013	2,222	55,556
15	January 1, 2014	2,222	57,778

16	February 1, 2014	2,222	60,000
17	March 1, 2014	2,222	62,222
18	April 1, 2014	2,222	64,444
19	May 1, 2014	2,222	66,667
20	June 1, 2014	2,222	68,889
21	July 1, 2014	2,222	71,111
22	August 1, 2014	2,222	73,333
23	September 1, 2014	2,222	75,556
24	October 1, 2014	2,222	77,778
25	November 1, 2014	2,222	80,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

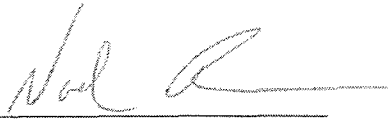
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: October 12, 2011.

AVID LIFE MEDIA INC.

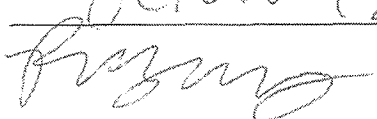
By:



Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted:

October 12, 2011


Signature of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
19.	October 25, 2011	Nora Abtan

OPTION AGREEMENT

Optionee: Nora Abtan
55 Charles Street West
Apartment 1803
Toronto, Ontario
M5S 2W9

Grant: Twenty-Five Thousand (25,000) Common Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: October 25, 2011

Expiry Date: October 24, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 1, 2012	8,333	8,333
2	January 1, 2013	694	9,028
3	February 1, 2013	694	9,722
4	March 1, 2013	694	10,417
5	April 1, 2013	694	11,111
6	May 1, 2013	694	11,806
7	June 1, 2013	694	12,500
8	July 1, 2013	694	13,194
9	August 1, 2013	694	13,889
10	September 1, 2013	694	14,583
11	October 1, 2013	694	15,278
12	November 1, 2013	694	15,972
13	December 1, 2013	694	16,667
14	January 1, 2014	694	17,361
15	February 1, 2014	694	18,056

16	March, 2014	694	18,750
17	April 1, 2014	694	19,444
18	May 1, 2014	694	20,139
19	June 1, 2014	694	20,833
20	July 1, 2014	694	21,528
21	August 1, 2014	694	22,222
22	September 1, 2014	694	22,917
23	October 1, 2014	694	23,611
24	November 1, 2014	694	24,306
25	December 1, 2014	694	25,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan dated August 15, 2007 (as may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

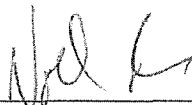
The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

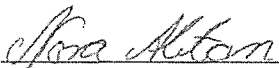
Dated: October 25, 2011.

AVID LIFE MEDIA INC.

By: 
Noel Biderman
Chief Executive Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: October 31, 2011


Signature of Optionee

Schedule "A"

NOTICE OF EXERCISE**To Exercise the Option, Complete and Return this Form**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan dated August 15, 2007 (as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
20.	December 15, 2011	Russell Ackerman

OPTION AGREEMENT

Optionee: **Russell Ackerman**
917-39 Parliament Street
Toronto, Ontario
M5A 4R2

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

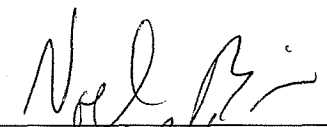
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By:


Name: Noel Buterman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 12, 2012

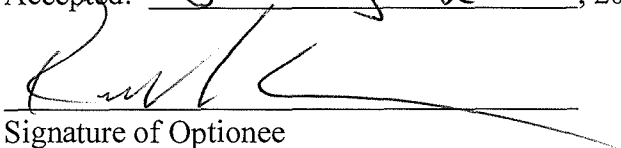

Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:)
_____) Name of Optionee
_____)
_____) Signature of Optionee
_____) _____

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____
Name:
Title:
Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)

in the presence of:)

Witness)

Name of Optionee:)

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
21.	December 15, 2011	Frederick (Fred) Atangan

OPTION AGREEMENT

Optionee: **Frederick (Fred) Atangan**
1077 Rambleberry Avenue
Pickering, Ontario
L1V 4Z8

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

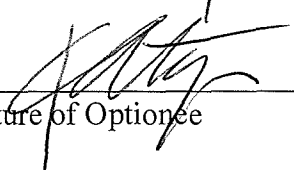
AVID LIFE MEDIA INC.

By:


Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: 01/13, 2012



Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"
DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

POWER OF ATTORNEY

Witness
11219590.9

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
22.	December 15, 2011	Shari Cogan

OPTION AGREEMENT

Optionee: **Shari Cogan**
15 Wendy Crescent
Toronto, Ontario
M3H 1P8

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan. 26, 2012

Sheniger
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20____

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20____

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "Plan") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	_____
	)	
	)	
	)	
Witness to the Signature of:	)	Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the **“Plan”**) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20 .

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
23.	December 15, 2011	Michael Cooney

OPTION AGREEMENT

Optionee: **Michael Cooney**
225 Redpath Avenue
Toronto, Ontario
M4P 2K8

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By:


Name: Noel Bideman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 13, 2012

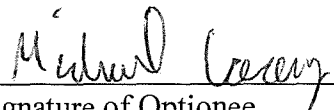

Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"
DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. Recitals

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. Covenant to be Bound

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness)

Name of Optionee:)

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the **“Plan”**) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
24.	December 15, 2011	Robert (Rob) Cooney

OPTION AGREEMENT

Optionee: **Robert (Rob) Cooney**
23 Redwater Drive
Etobicoke, Ontario
M9W 1Z5

Grant: Fifty Thousand (50,000)
Maximum Number of Shares

Option Exercise Price: \$ 1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	16,667	16,667
2	January 14, 2013	1,389	18,056
3	February 14, 2013	1,389	19,445
4	March 14, 2013	1,389	20,834
5	April 14, 2013	1,389	22,223
6	May 14, 2013	1,389	23,612
7	June 14, 2013	1,389	25,001
8	July 14, 2013	1,389	26,390
9	August 14, 2013	1,389	27,779
10	September 14, 2013	1,389	29,168
11	October 14, 2013	1,389	30,557
12	November 14, 2013	1,389	31,946
13	December 14, 2013	1,389	33,335
14	January 14, 2014	1,389	34,724
15	February 14, 2014	1,389	36,113

16	March 14, 2014	1,389	37,502
17	April 14, 2014	1,389	38,891
18	May 14, 2014	1,389	40,280
19	June 14, 2014	1,389	41,669
20	July 14, 2014	1,389	43,058
21	August 14, 2014	1,389	44,447
22	September 14, 2014	1,389	45,836
23	October 14, 2014	1,389	47,225
24	November 14, 2014	1,389	48,614
25	December 14, 2014	1,386	50,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 13, 2012

AVID LIFE MEDIA INC.

By: Noel Byderman
Name: Noel Byderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 13, 2012

Robert Cooney
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "Plan") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness _____)

Witness _____)

11219590.9

Signature of Shareholder

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
25.	December 15, 2011	Stephanie Davidson

OPTION AGREEMENT

Optionee: **Stephanie Davidson**
3-445 Church Street
Toronto, Ontario
M4Y 2C8

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan. 25, 2012

Steph Davis
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:)

Signature of Optionee)

Name of Optionee)

Signature of Optionee)

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20____

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20____

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	_____
	)	
	)	
	)	
Witness to the Signature of:	)	Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

EXHIBIT "F"

POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness _____)

Signature of Shareholder

Witness _____)

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
26.	December 15, 2011	Christopher (Chris) DeChamplain

OPTION AGREEMENT

Optionee: **Christopher (Chris) DeChamplain**
317 St Johns Road
Toronto, Ontario
M6S 2K3

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

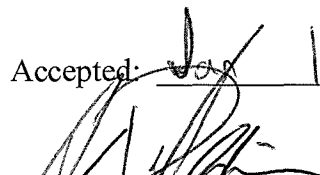
This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: 
Name: Noel Bideman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted:  16, 2012

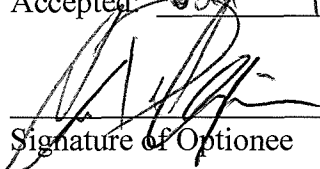

Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20____

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20____

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

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Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

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Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness _____)

Witness _____)

11219590.9

Signature of Shareholder

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
27.	December 15, 2011	Jia (Haze) Deng

OPTION AGREEMENT

Optionee: **Jia (Haze) Deng**
39-280 Hillcrest Avenue
Mississauga, Ontario
L5B 4L3

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 13, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

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	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

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Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

)
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Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

EXHIBIT "F"

POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
28.	December 15, 2011	Virgil Dimaguila

OPTION AGREEMENT

Optionee: **Virgil Dimaguila**
612-9 Michael Power Place
Etobicoke, Ontario
M9A 0A5

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: JANUARY 13, 2012

Virginija
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

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) _____
) Name of Optionee
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)
) _____
) Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20____

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20____

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

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)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
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)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness
11219590.9

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
29.	December 15, 2011	Yulia Emstova

OPTION AGREEMENT

Optionee: **Yulia Emtsova**
1604-2645 Kipling Avenue
Toronto, Ontario
M9V 3S6

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

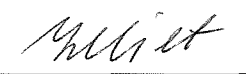
AVID LIFE MEDIA INC.

By:


Name: Naal Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 19, 2012



Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

_____	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "Shares")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

_____	)	_____
	)	
	)	
	)	
Witness to the Signature of:	)	Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the "**Common Shares**") in the capital of Avid Life Media Inc. (the "**Corporation**") hereby irrevocably appoints the chief executive officer of the Corporation (the "**Attorney**"), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the "**Shares**") in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the "**Plan**") enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20 .

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness)

Witness)

11219590.9

Signature of Shareholder

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
30.	December 15, 2011	Christopher Goodwyn

OPTION AGREEMENT

Optionee: Christopher Goodwyn
433-628 Fleet Street
Toronto, Ontario
M5V 1A8

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Bideman
Name: Noel Bideman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 16, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:)
)
) _____
) Name of Optionee
)
)
)
)
) _____
) Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____
Name:
Title:
Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "Plan") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	_____
	)	
	)	
	)	
Witness to the Signature of:	)	Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
31.	December 15, 2011	Thomas (Tom) Hoddes

OPTION AGREEMENT

Optionee: **Thomas (Tom) Hoddes**
589 Huron Street
Toronto, Ontario
M5R 2R8

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By:

Noel Biderma
Name: Noel Biderma
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 12, 2012

Oliver Hodder
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"
DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness)

Name of Optionee:)

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the "**Common Shares**") in the capital of Avid Life Media Inc. (the "**Corporation**") hereby irrevocably appoints the chief executive officer of the Corporation (the "**Attorney**"), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the "**Shares**") in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the "**Plan**") enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the	day of	, 20	.
SIGNED, SEALED and DELIVERED)			
in the presence of:)			
))			
))			
_____ Witness	)	_____ Signature of Shareholder	
))			
_____ Witness	)		
))			

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AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
32.	December 15, 2011	Brian Irish

OPTION AGREEMENT

Optionee: **Brian Irish**
3047 Elgin Mills Road East
Markham, Ontario
L6C 1A7

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 13, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	_____
	)	
	)	Name of Optionee
	)	
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

) Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

DATED the day of , 20 .

Signature of Shareholder

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
33.	December 15, 2011	Stergiani (Stella) Kapakos

OPTION AGREEMENT

Optionee: **Stergiani (Stella) Kapakos**
77 Erskine Avenue
Toronto, Ontario
M4P 1Y8

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By:


Name: Noel Buterman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 12, 2012


Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20____

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20____

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness)

Name of Optionee:)

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20 .

SIGNED, SEALED and DELIVERED)
in the presence of:)
)
_____))
Witness) Signature of Shareholder
)
_____))
Witness)
11219590.9

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
34.	December 15, 2011	Maja Karger

OPTION AGREEMENT

Optionee: **Maja Karger**
44 Alderson Drive
Hamilton, Ontario
L9B 1G2

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Nael Biderman
Name: Nael Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 13, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
35.	December 15, 2011	Nancy Kim

OPTION AGREEMENT

Optionee: **Nancy Kim**
4-1134 College Street
Toronto, Ontario
M6H 1B6

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Bir
Name: Noel Biderman
Title: President CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 12, 2012

Y8BKAA
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)
)

Witness)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____
Name:
Title:
Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the "**Common Shares**") in the capital of Avid Life Media Inc. (the "**Corporation**") hereby irrevocably appoints the chief executive officer of the Corporation (the "**Attorney**"), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the "**Shares**") in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the "**Plan**") enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the _____ day of _____, 20____.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness)

Witness)

11219590.9

Signature of Shareholder

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
36.	December 15, 2011	Peter Kyriazis

OPTION AGREEMENT

Optionee: **Peter Kyriazis**
1409-200 Burnhamthorpe Road East
Mississauga, Ontario
L5A 4L4

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 16th, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
37.	December 15, 2011	Neil Lalonde

OPTION AGREEMENT

Optionee: **Neil Lalonde**
103-135 Dalhousie Street
Toronto, Ontario
M5B 2S1

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Bir
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan. 12, 2012

Muri Labade
Signature of Optionee

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
38.	December 15, 2011	Hong Shuan (Hanson) Li

OPTION AGREEMENT

Optionee: **Hong Shuan (Hanson) Li**
605-2980 Don Mills Road
North York, Ontario
M2J 3B9

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Bin
Name: Noel B. Doman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 13, 2012

Hong Shuan Li
Signature of Optionee Hong Shuan Li

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

)
)
) _____
) Name of Optionee
)
)
)
)

Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "Shares")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

_____	)	_____
	)	
	)	
	)	
Witness to the Signature of:	)	Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

DATED the day of , 20

Signature of Shareholder

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
39.	December 15, 2011	William (Jamie) Macey

OPTION AGREEMENT

Optionee: **William (Jamie) Macey**
3760 Elworthy Place
Nanaimo, B.C.
V9T 5W3

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: JAN 16, 2012

Signature of Optionee Jamie Macey

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Nal Bri
Name:
Title:
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: _____, 2012

Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:)
_____) Name of Optionee
_____) Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20____

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20____

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

)
)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness
11219590.9

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
40.	December 15, 2011	Joe Man

OPTION AGREEMENT

Optionee:

Jm
~~Joseph~~ (Joe) Man
61 Lorna Rae Boulevard
Toronto, Ontario
M1V 3S5

Grant:

Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price:

\$1.10 per Share

Date of Grant:

December 15, 2011

Expiry Date:

December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Berman
Name: Noel Berman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: JAN 12, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

_____	)	_____
	)	
	)	Name of Optionee
	)	
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"
DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. Recitals

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. Covenant to be Bound

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

POWER OF ATTORNEY

11219590.9

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
41.	December 15, 2011	Nick Manos

OPTION AGREEMENT

Optionee: 
~~Nicholas~~ (Nick) Manos
103-177 Redpath Avenue
Toronto, Ontario
M4P 2W3

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Bir
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan. 12, 2012

Spid Mang
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the **“Plan”**) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
42.	December 15, 2011	Kevin McCall

OPTION AGREEMENT

Optionee: **Kevin McCall**
150 Morningside Avenue
Toronto, Ontario
M6S 1E3

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Bideman
Name: Noel Bideman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 12, 2012

Kevin McCall
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"
DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the **“Plan”**) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20 .

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
43.	December 15, 2011	Richard (Rich) McDonough

OPTION AGREEMENT

Optionee: **Richard (Rich) McDonough**
107 Pricilla Avenue
Toronto, Ontario
M6S 3W4

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: July 12, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "Plan") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

)
)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

SIGNED, SEALED and DELIVERED)
in the presence of:)

Signature of Shareholder

11219590.9

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
44.	December 15, 2011	Simon Pawlowski

OPTION AGREEMENT

Optionee: **Simon Pawlowski**
8 Firthway Court
Toronto, Ontario
M3B 2K2

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: 
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: JAN 13,, 2012

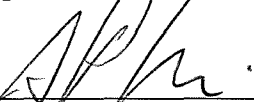

Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20____

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20____

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
45.	December 15, 2011	Stephen Pearce

OPTION AGREEMENT

Optionee: **Stephen Pearce**
45-41 Foundry Avenue
Toronto, Ontario
M6H 4K7

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

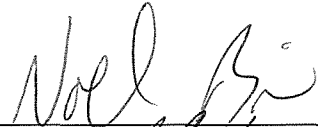
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By:


Name: Noel Biderman
Title: President CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 13, 2012


Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"
DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.,** a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
46.	December 15, 2011	Martin Price

OPTION AGREEMENT

Optionee: **Martin Price**
11 Armitage Crescent
Ajax, Ontario
L1T 4G8

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Biderna
Name: Noel Biderna
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: JAN 12th, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

_____	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the **“Plan”**) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

DATED the day of , 20


Signature of Shareholder

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
47.	December 15, 2011	Vince Puzzella

OPTION AGREEMENT

Optionee: **Vince Puzzella**
135 Dewhurst Boulevard
Toronto, Ontario
M4J 3J8

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 12th, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

_____	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

DATED the day of , 20

Witness
11219590.9

Signature of Shareholder

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
48.	December 15, 2011	Hamza Quick

OPTION AGREEMENT

Optionee: **Hamza Quick**
5 Mariner Terrace
Toronto, Ontario
M5V 3V1

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

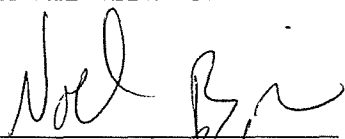
The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: 
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: 17 / 01 /, 2012


Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____
Name:
Title:
Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

POWER OF ATTORNEY

11219590.9

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
49.	December 15, 2011	Rajat Rastogi

OPTION AGREEMENT

Optionee: **Rajat Rastogi**
715-45 Balioli Street
Toronto, Ontario
M4S 1C3

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By:

Noel B. Biederman
Name: Noel Biederman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 12, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	_____
	)	
	)	Name of Optionee
	)	
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"
DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

DATED the day of , 20 .

Signature of Shareholder

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
50.	December 15, 2011	Richard (Alex) Reed

OPTION AGREEMENT

Optionee: **Richard (Alex) Reed**
404-10 Wellesley Place
Toronto, Ontario
M4Y 1B1

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Nael Biderman
Name: Nael Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Friday 13th Jan, 2012

Richard R. R.
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price _____
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"
DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____
Name:
Title:
Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

)
)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
51.	December 15, 2011	Joshua Reynolds

OPTION AGREEMENT

Optionee: **Joshua Reynolds**
2162 Hurley Drive
Oakville, Ontario
L6M 3J6

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Byderman
Name: Noel Byderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 13, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"
DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

DATED the day of , 20

Witness _____)

Witness _____)

Signature of Shareholder

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
52.	December 15, 2011	Nadezhda (Hope) Sinclair

OPTION AGREEMENT

Optionee: **Nadezhda (Hope) Sinclair**
3-874 College Street
Toronto, Ontario
M6H 1A3

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 13, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "Plan") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

)
)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness)

Name of Optionee:)

AVID LIFE MEDIA INC.

Per: _____
Name:
Title:
Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the **“Plan”**) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20 .

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
53.	December 15, 2011	Damir Sudarevic

OPTION AGREEMENT

Optionee: **Damir Sudarevic**
303-50 Camden Road
Toronto, Ontario
M5V 3N1

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

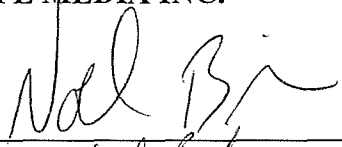
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By:


Name: Noel Bidman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: 2012-01-15, 2012

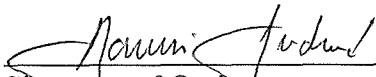

Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

_____	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"
DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name: _____

Title: _____

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20 .

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness _____)

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
54.	December 15, 2011	Sergiy Tytarenko

OPTION AGREEMENT

Optionee: **Sergiy Tytarenko**
23 Foothill Street
Whitby, Ontario
L1R 2V8

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
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21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel B.
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 16, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"
DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20____

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20____

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	_____
	)	
	)	
	)	
Witness to the Signature of:	)	Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
55.	December 15, 2011	Garbriella Visciano

OPTION AGREEMENT

Optionee:

Gabriella Visciano

~~103 Huntington Crescent~~

~~Brampton, Ontario~~

~~L6S 1S5~~

} 2 Dorsey Dr
Toronto, Ontario
M6L 1S7

GV

Grant:

Twenty Thousand (20,000)

Maximum Number of Shares

Option Exercise Price:

\$1.10 per Share

Date of Grant:

December 15, 2011

Expiry Date:

December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

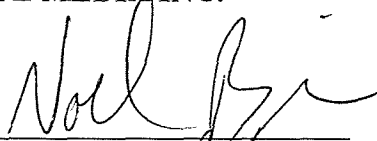
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

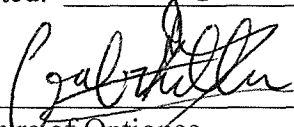
AVID LIFE MEDIA INC.

By:


Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Tuesday January 17, 2012



Signature of Optionee

NOTICE OF EXERCISE

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

[(a) multiplied by (b)]: \$ _____

Dated: _____, 20____

Address of Optionee

EXHIBIT "C"
DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____
Name:
Title:
Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

EXHIBIT "F"

POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
56.	December 15, 2011	Julianne Whittom

OPTION AGREEMENT

Optionee: **Julianne Whittom**
1 Murdock Avenue
Toronto, Ontario
M4C 1E3

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: JAN 13, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

[illegible]

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
57.	December 15, 2011	Jack Wilson

OPTION AGREEMENT

Optionee: **Jack Wilson**
3005-3 Navy Wharf Court
Toronto, Ontario
M5V 3V1

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: December 15, 2011

Expiry Date: December 14, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 14, 2012	6,667	6,667
2	January 14, 2013	556	7,223
3	February 14, 2013	556	7,779
4	March 14, 2013	556	8,335
5	April 14, 2013	556	8,891
6	May 14, 2013	556	9,447
7	June 14, 2013	556	10,003
8	July 14, 2013	556	10,559
9	August 14, 2013	556	11,115
10	September 14, 2013	556	11,671
11	October 14, 2013	556	12,227
12	November 14, 2013	556	12,783
13	December 14, 2013	556	13,339
14	January 14, 2014	556	13,895
15	February 14, 2014	556	14,451

16	March 14, 2014	556	15,007
17	April 14, 2014	556	15,563
18	May 14, 2014	556	16,119
19	June 14, 2014	556	16,675
20	July 14, 2014	556	17,231
21	August 14, 2014	556	17,787
22	September 14, 2014	556	18,343
23	October 14, 2014	556	18,899
24	November 14, 2014	556	19,455
25	December 14, 2014	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: Jan 12, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 13, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"
DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

) Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

EXHIBIT "F"

POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20 .

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
58.	January 1, 2012	Nora Abtan

OPTION AGREEMENT

Optionee: **Nora Abtan**
~~55 Charles Street West~~ 21 Balmuto St
Toronto, Ontario
~~M5S 2W9~~ M9Y 1W4

Grant: Fifty Thousand (50,000)
Maximum Number of Shares

Option Exercise Price: \$ 1.10 per Share

Date of Grant: January 1, 2012

Expiry Date: December 31, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 31, 2012	16,667	16,667
2	January 31, 2013	1,389	18,056
3	February 28, 2013	1,389	19,445
4	March 31, 2013	1,389	20,834
5	April 30, 2013	1,389	22,223
6	May 31, 2013	1,389	23,612
7	June 30, 2013	1,389	25,001
8	July 31, 2013	1,389	26,390
9	August 31, 2013	1,389	27,779
10	September 30, 2013	1,389	29,168
11	October 31, 2013	1,389	30,557
12	November 30, 2013	1,389	31,946
13	December 31, 2013	1,389	33,335
14	January 31, 2014	1,389	34,724
15	February 28, 2014	1,389	36,113
16	March 31, 2014	1,389	37,502

17	April 30, 2014	1,389	38,891
18	May 31, 2014	1,389	40,280
19	June 30, 2014	1,389	41,669
20	July 31, 2014	1,389	43,058
21	August 31, 2014	1,389	44,447
22	September 30, 2014	1,389	45,836
23	October 31, 2014	1,389	47,225
24	November 30, 2014	1,389	48,614
25	December 31, 2014	1,386	50,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee shall be entitled to receive the Conversion Payment.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: January 17, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: NOEL BIDERMAN
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 25, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
59.	January 1, 2012	Evan Beck

OPTION AGREEMENT

Optionee:

Evan Back
(Name)

797 Don Mills Rd
#408, North York
MB C 101
(Address)

Grant:

50,000
Maximum Number of Shares

Option Exercise Price: \$ 1.10 per Share

Date of Grant: January 1, 2012

Expiry Date: December 31, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 31, 2012	16,667	16,667
2	January 31, 2013	1,389	18,056
3	February 28, 2013	1,389	19,445
4	March 31, 2013	1,389	20,834
5	April 30, 2013	1,389	22,223
6	May 31, 2013	1,389	23,612
7	June 30, 2013	1,389	25,001
8	July 31, 2013	1,389	26,390
9	August 31, 2013	1,389	27,779
10	September 30, 2013	1,389	29,168
11	October 31, 2013	1,389	30,557
12	November 30, 2013	1,389	31,946
13	December 31, 2013	1,389	33,335
14	January 31, 2014	1,389	34,724

15	February 28, 2014	1,389	36,113
16	March 31, 2014	1,389	37,502
17	April 30, 2014	1,389	38,891
18	May 31, 2014	1,389	40,280
19	June 30, 2014	1,389	41,669
20	July 31, 2014	1,389	43,058
21	August 31, 2014	1,389	44,447
22	September 30, 2014	1,389	45,836
23	October 31, 2014	1,389	47,225
24	November 30, 2014	1,389	48,614
25	December 31, 2014	1,386	50,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee shall be entitled to receive the Conversion Payment.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: April 17, 2012

AVID LIFE MEDIA INC.

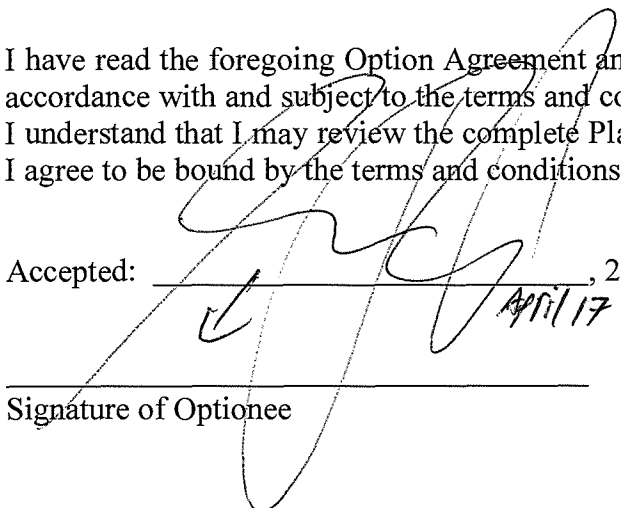
By: 

Name:

Title:

Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted:  , 20 12
April 17

Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

_____	)	_____
	)	
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____
Name:
Title:
Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

_____	)	_____
	)	
	)	
	)	
Witness to the Signature of:	)	Name of Optionee

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
60.	January 1, 2012	Luke Galea

OPTION AGREEMENT

Optionee: **Luke Galea**
77 Metcalfe Street
Aurora, Ontario
L4G 1E7

Grant: Fifty Thousand (50,000)
Maximum Number of Shares

Option Exercise Price: \$ 1.10 per Share

Date of Grant: January 1, 2012

Expiry Date: December 31, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 31, 2012	16,667	16,667
2	January 31, 2013	1,389	18,056
3	February 28, 2013	1,389	19,445
4	March 31, 2013	1,389	20,834
5	April 30, 2013	1,389	22,223
6	May 31, 2013	1,389	23,612
7	June 30, 2013	1,389	25,001
8	July 31, 2013	1,389	26,390
9	August 31, 2013	1,389	27,779
10	September 30, 2013	1,389	29,168
11	October 31, 2013	1,389	30,557
12	November 30, 2013	1,389	31,946
13	December 31, 2013	1,389	33,335
14	January 31, 2014	1,389	34,724
15	February 28, 2014	1,389	36,113
16	March 31, 2014	1,389	37,502

17	April 30, 2014	1,389	38,891
18	May 31, 2014	1,389	40,280
19	June 30, 2014	1,389	41,669
20	July 31, 2014	1,389	43,058
21	August 31, 2014	1,389	44,447
22	September 30, 2014	1,389	45,836
23	October 31, 2014	1,389	47,225
24	November 30, 2014	1,389	48,614
25	December 31, 2014	1,386	50,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee shall be entitled to receive the Conversion Payment.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

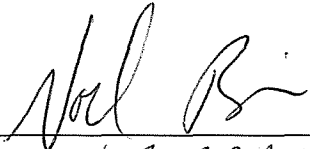
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: January 17, 2012

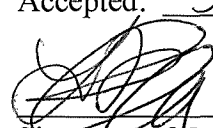
AVID LIFE MEDIA INC.

By:


Name: NOEL BIDERMAN
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 31, 2012



Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the "**Common Shares**") in the capital of Avid Life Media Inc. (the "**Corporation**") hereby irrevocably appoints the chief executive officer of the Corporation (the "**Attorney**"), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the "**Shares**") in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the "**Plan**") enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20 .

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

Witness
11219590.9

)
)
)
)

Signature of Shareholder
)
)
)

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
61.	January 1, 2012	Rizwan Jiwan

OPTION AGREEMENT

Optionee: **Rizwan Jiwan**
1-645 Mount Pleasant
Toronto, Ontario
M4S 2M9

Grant: Ninety Thousand (90,000)
Maximum Number of Shares

Option Exercise Price: \$ 1.10 per Share

Date of Grant: January 1, 2012

Expiry Date: December 31, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 31, 2012	30,000	30,000
2	January 31, 2013	2,500	32,500
3	February 28, 2013	2,500	35,000
4	March 31, 2013	2,500	37,500
5	April 30, 2013	2,500	40,000
6	May 31, 2013	2,500	42,500
7	June 30, 2013	2,500	45,000
8	July 31, 2013	2,500	47,500
9	August 31, 2013	2,500	50,000
10	September 30, 2013	2,500	52,500
11	October 31, 2013	2,500	55,000
12	November 30, 2013	2,500	57,500
13	December 31, 2013	2,500	60,000
14	January 31, 2014	2,500	62,500
15	February 28, 2014	2,500	65,000
16	March 31, 2014	2,500	67,500

17	April 30, 2014	2,500	70,000
18	May 31, 2014	2,500	72,500
19	June 30, 2014	2,500	75,000
20	July 31, 2014	2,500	77,500
21	August 31, 2014	2,500	80,000
22	September 30, 2014	2,500	82,500
23	October 31, 2014	2,500	85,000
24	November 30, 2014	2,500	87,500
25	December 31, 2014	2,500	90,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee shall be entitled to receive the Conversion Payment.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: January 17, 2012

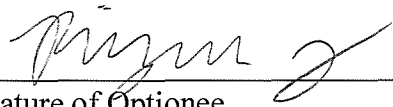
AVID LIFE MEDIA INC.

By:


Name: NOEL BERMAN
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 17, 2012



Signature of Optionee

NOTICE OF EXERCISE

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

[(a) multiplied by (b)]: \$ _____

Dated: _____, 20____

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "Shares")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

_____	)	_____
	)	
	)	
	)	
Witness to the Signature of:	)	Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.,** a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

POWER OF ATTORNEY

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the **“Plan”**) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness
11219590.9

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
62.	January 1, 2012	Binu Koshy

OPTION AGREEMENT

Optionee: **Binu Koshy**
2252 Emerson Drive
Burlington, Ontario
L7L 7P4

Grant: Fifty Thousand (50,000)
Maximum Number of Shares

Option Exercise Price: \$ 1.10 per Share

Date of Grant: January 1, 2012

Expiry Date: December 31, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 31, 2012	16,667	16,667
2	January 31, 2013	1,389	18,056
3	February 28, 2013	1,389	19,445
4	March 31, 2013	1,389	20,834
5	April 30, 2013	1,389	22,223
6	May 31, 2013	1,389	23,612
7	June 30, 2013	1,389	25,001
8	July 31, 2013	1,389	26,390
9	August 31, 2013	1,389	27,779
10	September 30, 2013	1,389	29,168
11	October 31, 2013	1,389	30,557
12	November 30, 2013	1,389	31,946
13	December 31, 2013	1,389	33,335
14	January 31, 2014	1,389	34,724
15	February 28, 2014	1,389	36,113
16	March 31, 2014	1,389	37,502

17	April 30, 2014	1,389	38,891
18	May 31, 2014	1,389	40,280
19	June 30, 2014	1,389	41,669
20	July 31, 2014	1,389	43,058
21	August 31, 2014	1,389	44,447
22	September 30, 2014	1,389	45,836
23	October 31, 2014	1,389	47,225
24	November 30, 2014	1,389	48,614
25	December 31, 2014	1,386	50,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee shall be entitled to receive the Conversion Payment.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

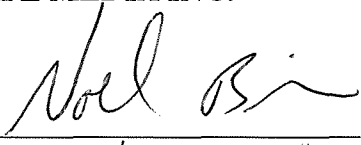
This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: January 17, 2012

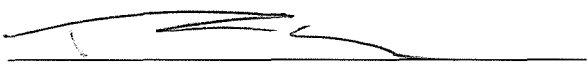
AVID LIFE MEDIA INC.

By:


Name: NOEL BIDERMAN
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 23, 2012



Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:)
)
) _____
) Name of Optionee
)
)
)
)
) _____
) Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

_____	)	_____
	)	
	)	
	)	
Witness to the Signature of:	)	Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness)

Name of Optionee:)

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the "**Common Shares**") in the capital of Avid Life Media Inc. (the "**Corporation**") hereby irrevocably appoints the chief executive officer of the Corporation (the "**Attorney**"), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the "**Shares**") in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the "**Plan**") enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the _____ day of _____, 20____.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

Witness
11219590.9

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)
)
)
)
)
)

Signature of Shareholder

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
63.	January 1, 2012	Keith Lalonde

OPTION AGREEMENT

Optionee: **Keith Lalonde**
3937 Mayla Drive
Mississauga, Ontario
L5M 7Y9

Grant: Fifty Thousand (50,000)
Maximum Number of Shares

Option Exercise Price: \$ 1.10 per Share

Date of Grant: January 1, 2012

Expiry Date: December 31, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 31, 2012	16,667	16,667
2	January 31, 2013	1,389	18,056
3	February 28, 2013	1,389	19,445
4	March 31, 2013	1,389	20,834
5	April 30, 2013	1,389	22,223
6	May 31, 2013	1,389	23,612
7	June 30, 2013	1,389	25,001
8	July 31, 2013	1,389	26,390
9	August 31, 2013	1,389	27,779
10	September 30, 2013	1,389	29,168
11	October 31, 2013	1,389	30,557
12	November 30, 2013	1,389	31,946
13	December 31, 2013	1,389	33,335
14	January 31, 2014	1,389	34,724
15	February 28, 2014	1,389	36,113
16	March 31, 2014	1,389	37,502

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17	April 30, 2014	1,389	38,891
18	May 31, 2014	1,389	40,280
19	June 30, 2014	1,389	41,669
20	July 31, 2014	1,389	43,058
21	August 31, 2014	1,389	44,447
22	September 30, 2014	1,389	45,836
23	October 31, 2014	1,389	47,225
24	November 30, 2014	1,389	48,614
25	December 31, 2014	1,386	50,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee shall be entitled to receive the Conversion Payment.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: January 17, 2012

AVID LIFE MEDIA INC.

By: Noel Bid
Name: NOEL BIDERMAN
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Jan 24, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:)
)
) _____
) Name of Optionee
)
)
)
)
) _____
) Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness)

Name of Optionee:)

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the "**Common Shares**") in the capital of Avid Life Media Inc. (the "**Corporation**") hereby irrevocably appoints the chief executive officer of the Corporation (the "**Attorney**"), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the "**Shares**") in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the "**Plan**") enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the _____ day of _____, 20____.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Signature of Shareholder

Witness
11219590.9

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
64.	January 1, 2012	Chuan Ma

OPTION AGREEMENT

Optionee: **Chuan Ma**
1697 Ballantrae Drive
Oshawa, Ontario
L1K 0B1

Grant: Fifty Thousand (50,000)
Maximum Number of Shares

Option Exercise Price: \$ 1.10 per Share

Date of Grant: January 1, 2012

Expiry Date: December 31, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 31, 2012	16,667	16,667
2	January 31, 2013	1,389	18,056
3	February 28, 2013	1,389	19,445
4	March 31, 2013	1,389	20,834
5	April 30, 2013	1,389	22,223
6	May 31, 2013	1,389	23,612
7	June 30, 2013	1,389	25,001
8	July 31, 2013	1,389	26,390
9	August 31, 2013	1,389	27,779
10	September 30, 2013	1,389	29,168
11	October 31, 2013	1,389	30,557
12	November 30, 2013	1,389	31,946
13	December 31, 2013	1,389	33,335
14	January 31, 2014	1,389	34,724
15	February 28, 2014	1,389	36,113
16	March 31, 2014	1,389	37,502

17	April 30, 2014	1,389	38,891
18	May 31, 2014	1,389	40,280
19	June 30, 2014	1,389	41,669
20	July 31, 2014	1,389	43,058
21	August 31, 2014	1,389	44,447
22	September 30, 2014	1,389	45,836
23	October 31, 2014	1,389	47,225
24	November 30, 2014	1,389	48,614
25	December 31, 2014	1,386	50,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee shall be entitled to receive the Conversion Payment.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: January 17, 2012

AVID LIFE MEDIA INC.

By: 

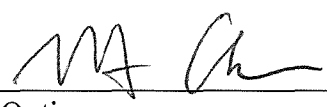
Name: Noel Biderman

Title: President & CEO

Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 19, 2012


Signature of Optionee

NOTICE OF EXERCISE

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

[(a) multiplied by (b)]: \$ _____

Dated: _____, 20__

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness)

Name of Optionee:)

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
65.	January 1, 2012	Brian Offenheim

OPTION AGREEMENT

Optionee: **Brian Offenheim**
11 Southgate Drive
Maple, Ontario
L6A 0X2

Grant: Fifty Thousand (50,000)
Maximum Number of Shares

Option Exercise Price: \$ 1.10 per Share

Date of Grant: January 1, 2012

Expiry Date: December 31, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 31, 2012	16,667	16,667
2	January 31, 2013	1,389	18,056
3	February 28, 2013	1,389	19,445
4	March 31, 2013	1,389	20,834
5	April 30, 2013	1,389	22,223
6	May 31, 2013	1,389	23,612
7	June 30, 2013	1,389	25,001
8	July 31, 2013	1,389	26,390
9	August 31, 2013	1,389	27,779
10	September 30, 2013	1,389	29,168
11	October 31, 2013	1,389	30,557
12	November 30, 2013	1,389	31,946
13	December 31, 2013	1,389	33,335
14	January 31, 2014	1,389	34,724
15	February 28, 2014	1,389	36,113
16	March 31, 2014	1,389	37,502

17	April 30, 2014	1,389	38,891
18	May 31, 2014	1,389	40,280
19	June 30, 2014	1,389	41,669
20	July 31, 2014	1,389	43,058
21	August 31, 2014	1,389	44,447
22	September 30, 2014	1,389	45,836
23	October 31, 2014	1,389	47,225
24	November 30, 2014	1,389	48,614
25	December 31, 2014	1,386	50,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee shall be entitled to receive the Conversion Payment.

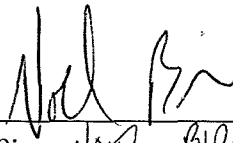
The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

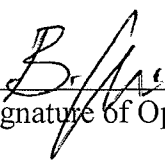
Dated: January 17, 2012

AVID LIFE MEDIA INC.

By: 
Name: Noel Bideman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 17th, 2012


Signature of Optionee

NOTICE OF EXERCISE

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

[(a) multiplied by (b)]: \$ _____

Dated: _____, 20____

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

EXHIBIT "F"
POWER OF ATTORNEY

The undersigned holder of common shares (the "**Common Shares**") in the capital of Avid Life Media Inc. (the "**Corporation**") hereby irrevocably appoints the chief executive officer of the Corporation (the "**Attorney**"), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the "**Shares**") in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the "**Plan**") enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20 .

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

Witness
11219590.9

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)
)
)
)
)
)

Signature of Shareholder

TRANSACTION REPORT

JAN/18/2012/WED 02:16 PM

FAX (TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
	JAN/18	01:45PM	16234443000	0:07:54	17	MEMORY OK	ECM 3829

Online Merchant Services - Mass Fax Cover Sheet

https://www.509.americanexpress.com/merchant/dispute/authreg_vie...

American Express



Fax Cover Sheet > CaseM416747

American Express
Fax Number 623-444-3000

From	ADL Media dba Ashley Madison	Date	01/17/2012
Phone	418 440 7784	Total Pages	
Merchant's Fax#	418 545 1510	Support ID number	00034418852001
Your Response and Charge Details			
Response	Other, see comments(17)	Comments	Member purchased credits on our dating site and has been steadily using these credits to contact other members.
Amt Credited	\$0.00	Respondent's initials	KF
Disputed AM	\$268.98		
Charge Amt	\$268.98		
Charge Date	11/28/2011		
Received Date	01/05/2012		
Inquiry Background			
Case Type	General dispute (SEDIS)	Reason	Our mutual customer does not recognize the charge(s). Please provide signed support and/or itemization. If your records indicate the merchandise has been shipped, please include proof of delivery and the complete delivery address. If this documentation is not available, please issue credit.(127)
Cardmember Name	JAMES S MORRISON	Additional Information	3F23 #CM148 3G23 #8E041 AMDB AMDB WILMINGTON DE3340055872 888780 8530
Cardmember #	XXXXXXXXX331003		
Merchant #	2070148988		
Location ID	N/A		
Tracking Numbers			
Charge Reference #	N/A	SE Tracking #	KF
Reference #	3340055872	Dept. Code	XA8809A

Retail PO BOX 881632 EL PASO, TX 79898 , RETAIL
Fax Number 623-444-3000

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
66.	January 1, 2012	Trevor Sykes

OPTION AGREEMENT

Optionee: **Trevor Sykes**
539 Downland Drive
Pickering, Ontario
L1W3B1

Grant: Ninety Thousand (90,000)
Maximum Number of Shares

Option Exercise Price: \$ 1.10 per Share

Date of Grant: January 1, 2012

Expiry Date: December 31, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 31, 2012	30,000	30,000
2	January 31, 2013	2,500	32,500
3	February 28, 2013	2,500	35,000
4	March 31, 2013	2,500	37,500
5	April 30, 2013	2,500	40,000
6	May 31, 2013	2,500	42,500
7	June 30, 2013	2,500	45,000
8	July 31, 2013	2,500	47,500
9	August 31, 2013	2,500	50,000
10	September 30, 2013	2,500	52,500
11	October 31, 2013	2,500	55,000
12	November 30, 2013	2,500	57,500
13	December 31, 2013	2,500	60,000
14	January 31, 2014	2,500	62,500
15	February 28, 2014	2,500	65,000
16	March 31, 2014	2,500	67,500

17	April 30, 2014	2,500	70,000
18	May 31, 2014	2,500	72,500
19	June 30, 2014	2,500	75,000
20	July 31, 2014	2,500	77,500
21	August 31, 2014	2,500	80,000
22	September 30, 2014	2,500	82,500
23	October 31, 2014	2,500	85,000
24	November 30, 2014	2,500	87,500
25	December 31, 2014	2,500	90,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee shall be entitled to receive the Conversion Payment.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: January 17, 2012

AVID LIFE MEDIA INC.

By: Noel Bir
Name: Noel BIDENMAN
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 26, 2012

[Signature]
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:)
)
) _____
) Name of Optionee
)
)
)
)
) _____
) Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20____

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20____

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.,** a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the **“Plan”**) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

DATED the day of , 20 .

)

Witness
11219590.9

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
67.	January 1, 2012	Jamie Wilson

OPTION AGREEMENT

Optionee: **Jamie Wilson**
404-1 Wellesly Place
Toronto, Ontario
M4Y 1B1

Grant: Fifty Thousand (50,000)
Maximum Number of Shares

Option Exercise Price: \$ 1.10 per Share

Date of Grant: January 1, 2012

Expiry Date: December 31, 2016

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	December 31, 2012	16,667	16,667
2	January 31, 2013	1,389	18,056
3	February 28, 2013	1,389	19,445
4	March 31, 2013	1,389	20,834
5	April 30, 2013	1,389	22,223
6	May 31, 2013	1,389	23,612
7	June 30, 2013	1,389	25,001
8	July 31, 2013	1,389	26,390
9	August 31, 2013	1,389	27,779
10	September 30, 2013	1,389	29,168
11	October 31, 2013	1,389	30,557
12	November 30, 2013	1,389	31,946
13	December 31, 2013	1,389	33,335
14	January 31, 2014	1,389	34,724
15	February 28, 2014	1,389	36,113
16	March 31, 2014	1,389	37,502

17	April 30, 2014	1,389	38,891
18	May 31, 2014	1,389	40,280
19	June 30, 2014	1,389	41,669
20	July 31, 2014	1,389	43,058
21	August 31, 2014	1,389	44,447
22	September 30, 2014	1,389	45,836
23	October 31, 2014	1,389	47,225
24	November 30, 2014	1,389	48,614
25	December 31, 2014	1,386	50,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee shall be entitled to receive the Conversion Payment.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: January 17, 2012

AVID LIFE MEDIA INC.

By:



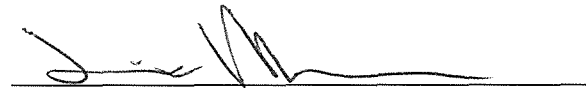
Name: Noel Biderman

Title: President & CEO

Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: January 19, 2012


Signature of Optionee

NOTICE OF EXERCISE

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

[(a) multiplied by (b)]: \$ _____

Dated: _____, 20____

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness)

Name of Optionee:)

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
68.	February 15, 2012	Donald Chea

OPTION AGREEMENT

Optionee: **Donald Chea**
2606-231 Fort York Boulevard
Toronto, Ontario
M5V 1B2

Grant: Twenty Thousand (20,000)
Maximum Number of Shares

Option Exercise Price: \$1.10 per Share

Date of Grant: February 15, 2012

Expiry Date: February 14, 2017

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	February 14, 2013	6,667	6,667
2	March 14, 2013	556	7,223
3	April 14, 2013	556	7,779
4	May 14, 2013	556	8,335
5	June 14, 2013	556	8,891
6	July 14, 2013	556	9,447
7	August 14, 2013	556	10,003
8	September 14, 2013	556	10,559
9	October 14, 2013	556	11,115
10	November 14, 2013	556	11,671
11	December 14, 2013	556	12,227
12	January 14, 2014	556	12,783
13	February 14, 2014	556	13,339
14	March 14, 2014	556	13,895
15	April 14, 2014	556	14,451

16	May 14, 2014	556	15,007
17	June 14, 2014	556	15,563
18	July 14, 2014	556	16,119
19	August 14, 2014	556	16,675
20	September 14, 2014	556	17,231
21	October 14, 2014	556	17,787
22	November 14, 2014	556	18,343
23	December 14, 2014	556	18,899
24	January 14, 2015	556	19,455
25	February 14, 2015	545	20,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: February 16, 2012

AVID LIFE MEDIA INC.

By: Noel Biderman
Name: Noel Biderman
Title: President & CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: Feb 17, 2012

David Chen
Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

Witness to the Signature of:

)
)
) _____
) Name of Optionee
)
)
)

)
) _____
) Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20____

AVID LIFE MEDIA INC.

By: _____
Name:
Title:
Authorized Signing Officer

Accepted: _____, 20____

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "Plan") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

The undersigned holder of common shares (the “**Common Shares**”) in the capital of Avid Life Media Inc. (the “**Corporation**”) hereby irrevocably appoints the chief executive officer of the Corporation (the “**Attorney**”), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the “**Shares**”) in accordance with the terms of this Power of Attorney.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the “**Plan**”) enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

DATED the day of , 20 .

Signature of Shareholder

AVID LIFE MEDIA INC.
OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
69.	April 9, 2012	David Benoliel

OPTION AGREEMENT

Optionee: David Benoliel

306 Hillhurst Boulevard

Toronto, ON

M6B 1N1

Grant: Two Hundred and Fifty Thousand
Maximum Number of Shares

Option Exercise Price: \$ 1.10 per Share

Date of Grant: April 9, 2012

Expiry Date: April 8, 2017

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	April 8, 2013	83,333	83,333
2	May 8, 2013	6,944	90,278
3	June 8, 2013	6,944	97,222
4	July 8, 2013	6,944	104,167
5	August 8, 2013	6,944	111,111
6	September 8, 2013	6,944	118,056
7	October 8, 2013	6,944	125,000
8	November 8, 2013	6,944	131,944
9	December 8, 2013	6,944	138,889
10	January 8, 2014	6,944	145,833
11	February 8, 2014	6,944	152,778
12	March 8, 2014	6,944	159,722
13	April 8, 2014	6,944	166,667
14	May 8, 2014	6,944	173,611

15	June 8, 2014	6,944	180,556
16	July 8, 2014	6,944	187,500
17	August 8, 2014	6,944	194,444
18	September 8, 2014	6,944	201,389
19	October 8, 2014	6,944	208,333
20	November 8, 2014	6,944	85,278
8	December 8, 2014	6,944	222,222
22	January 8, 2015	6,944	229,167
23	February 8, 2015	6,944	236,111
24	March 8, 2015	6,944	243,056
25	April 8, 2015	6,944	250,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the “**Plan**”) of Avid Life Media Inc. (the “**Corporation**”), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

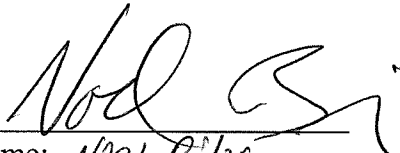
The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: April 11, 2012

AVID LIFE MEDIA INC.

By: 
Name: Noel Biderman
Title: CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: April 11, 2012

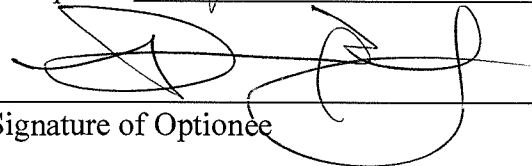

Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

- (a) Number of Options to be Exercised: _____
- (b) Option Exercise Price per Share: \$ _____
- (c) Aggregate Purchase Price
- [(a) multiplied by (b)]:* \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20____

	)	
	)	
	)	_____
	)	Name of Optionee
	)	
	)	
_____	)	_____
Witness to the Signature of:	)	Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "**Shares**")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc. (the "**Corporation**"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "**Plan**") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. **Jurisdiction**

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

4. **Independent Legal Advice**

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name:

Title:

Authorized Signing Officer

POWER OF ATTORNEY

Witness

AVID LIFE MEDIA INC.

OPTION AGREEMENTS

TAB NO.	DATE	OPTION HOLDER
70.	June 15, 2012	Tatiana Kresling

OPTION AGREEMENT

Optionee:

Tatiana Kresling

(Name)

167 Glenview Drive
Maple, ON, L6B 2J3

(Address)

Grant:

Fifty Thousand (50,000)

Maximum Number of Shares

Option Exercise Price:

\$1.10 per Share

Date of Grant:

June 15, 2012

Expiry Date:

June 15, 2017

Vesting Schedule:

Instalment	Date of Vesting (Milestone)	Number of Optioned Shares Vested	Cumulative Number of Optioned Shares Vested
1	June 15, 2013	16,667	16,667
2	July 15, 2014	1,389	18,056
3	August 15, 2014	1,389	19,445
4	September 15, 2014	1,389	20,834
5	October 15, 2014	1,389	22,223
6	November 15, 2014	1,389	23,612
7	December 15, 2014	1,389	25,001
8	January 15, 2015	1,389	26,390
9	February 15, 2015	1,389	27,779
10	March 15, 2015	1,389	29,168
11	April 15, 2015	1,389	30,557
12	May 15, 2015	1,389	31,946
13	June 15, 2015	1,389	33,335
14	July 15, 2015	1,389	34,724

15	August 15, 2015	1,389	36,113
16	September 15, 2015	1,389	37,502
17	October 15, 2015	1,389	38,891
18	November 15, 2015	1,389	40,280
19	December 15, 2015	1,389	41,669
20	January 15, 2016	1,389	43,058
21	February 15, 2016	1,389	44,447
22	March 15, 2016	1,389	45,836
23	April 15, 2016	1,389	47,225
24	May 15, 2016	1,389	48,614
25	June 15, 2016	1,386	50,000

This Option Agreement is made under and is subject in all respects to the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as may be supplemented and amended from time to time) (the "Plan") of Avid Life Media Inc. (the "Corporation"), and the Plan is deemed to be incorporated in and to be part of this Option Agreement. The Optionee is deemed to have notice of and to be bound by all of the terms and provisions of the Plan as if the Plan was set forth in full herein (including the restrictions on transfer of the Options and the Shares issuable upon exercise thereof). In the event of any inconsistency between the terms of this Option Agreement and the Plan, the terms of this Option Agreement shall prevail. The Plan contains provisions respecting termination and/or voiding of the Plan or the Option.

This Option Agreement evidences that the Optionee named above is entitled, subject to and in accordance with the Plan, to purchase up to but not more than the maximum number of Shares set out above at the option Exercise Price set out above upon delivery of an exercise form as annexed hereto duly completed and accompanied by certified cheque or bank draft for the aggregate Exercise Price.

The Optionee shall be entitled to receive the Conversion Payment.

The Optionee hereby agrees that: (a) any rule, regulation or determination, including the interpretation by the Board of the Plan, the Option granted hereunder and the exercise thereof, is final and conclusive for all purposes and binding on all Persons including the Corporation or Affiliated Corporation, as the case may be, and the Optionee; and (b) the grant of the Option does not affect in any way the right of the Corporation or any Affiliate Corporation to terminate the employment of the Optionee.

This Option Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Option Agreement is not effective until countersigned by the Corporation and accepted by the Optionee.

Dated: _____, 20____

AVID LIFE MEDIA INC.

By:


Name: NOEL BIDERMAN
Title: CEO
Authorized Signing Officer

I have read the foregoing Option Agreement and hereby accept the Option to purchase Shares in accordance with and subject to the terms and conditions of such Option Agreement and the Plan. I understand that I may review the complete Plan by contacting the Secretary of the Corporation. I agree to be bound by the terms and conditions of the Plan governing the option.

Accepted: _____, 20____



Signature of Optionee

EXHIBIT "B"

NOTICE OF EXERCISE

To Exercise the Option, Complete and Return this Form

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "Plan") of Avid Life Media Inc.) hereby irrevocably elects to exercise the Option for the number of Shares as set forth below:

(a) Number of Options to be Exercised: _____

(b) Option Exercise Price per Share: \$ _____

(c) Aggregate Purchase Price

[(a) multiplied by (b)]: \$ _____

and hereby tenders a certified cheque or bank draft for such aggregate Exercise Price, and directs such Shares to be issued and registered in the name of the undersigned and that a Deposit Receipt therefor be issued as directed in the Plan, all subject to and in accordance with the Plan. Unless otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
) _____
) Name of Optionee
)
)
)

) _____
) Signature of Optionee

Address of Optionee

EXHIBIT "C"

DEPOSIT RECEIPT

Optionee:

Name

Address

No. of Shares _____ (the "Shares")

This Deposit Receipt will confirm that the Optionee is the registered owner of the Shares and that the Corporation is holding the share certificate evidencing the Shares on behalf of the Optionee in accordance with Section 4.9 of the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "Plan") of Avid Life Media Inc. (the "Corporation"). The Corporation hereby confirms that the Optionee is entitled to receive any dividends or other distributions paid on the Shares. Unless they are otherwise defined herein, any capitalized terms used herein shall have the meaning ascribed to such terms in the Plan.

This Deposit Receipt is not effective until countersigned on behalf of the Corporation and accepted by the Optionee. This Deposit Receipt is to serve only as confirmation of the registered ownership of the Shares and has no legally binding effect.

Dated: _____, 20__

AVID LIFE MEDIA INC.

By: _____

Name:

Title:

Authorized Signing Officer

Accepted: _____, 20__

Signature of Optionee

EXHIBIT "D"

NOTICE OF TRANSFER

**To Request Permission to Transfer an Option, Complete and Return This Form Along
with the Original Option Agreement**

The undersigned Optionee (or his or her legal representative(s) permitted under the Stock Option Plan enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011 (and as the same may be supplemented and amended from time to time) (the "Plan") of Avid Life Media Inc.) hereby irrevocably requests permission to transfer the Option evidenced by the attached Option Agreement to the undersigned Person(s), each of whom the Optionee hereby certifies is an Eligible Transferee in accordance with Sections 4.5 and 4.11 of the Plan:

Direction as to Registration:

Name of Registered Holder(s)

Address of Registered Holder(s)

The undersigned Optionee hereby directs such Option(s) to be registered in the name(s) of such Eligible Transferee(s). Unless they are otherwise defined herein, any defined terms used herein shall have the meaning ascribed to such terms in the Plan.

Dated: _____, 20__

Witness to the Signature of:

)
)
)
)
)

Name of Optionee

EXHIBIT "E"

ASSUMPTION AGREEMENT

THIS AGREEMENT is made the day of , .

TO: **AVID LIFE MEDIA INC.**, a corporation existing under the laws of Ontario
(herein referred to as the "Corporation")

AND TO: The Shareholders thereof.

WHEREAS:

- A. All of the shareholders of the Corporation (the "Shareholders") are parties to a unanimous shareholders agreement enacted August 15, 2007, as supplemented or amended from time to time from time to time (the "Shareholders Agreement").
- B. Pursuant to the stock option plan of the Corporation enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended or replaced from time to time in accordance with the terms thereof (the "Plan"), the issuance by the Corporation of Shares (as such term is defined in the Plan) to an Optionee (as such term is defined in the Plan) upon the exercise of Options granted to such Optionee is conditional upon the Optionee entering into this Assumption Agreement.
- C. The Optionee executing this Assumption Agreement below is desirous of exercising Options previously granted by the Corporation to the Optionee.
- D. All capitalized terms not defined herein shall have the meaning as may attributed to such terms in the Plan.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Optionee hereby covenants and agrees each with the Corporation and the Shareholders as follows:

1. **Recitals**

The Optionee acknowledges and declares that the foregoing recitals, insofar as they relate to such party, are true and correct.

2. **Covenant to be Bound**

The Optionee covenants and agrees to be bound by the terms of the Shareholders Agreement in the same manner as if the Optionee had been an original party thereto.

3. Jurisdiction

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

4. Independent Legal Advice

The Optionee hereby acknowledges receipt of a copy of the Shareholders' Agreement. By executing this Assumption Agreement, the Optionee acknowledges that he or she has been advised to seek independent legal counsel in connection with the execution of this Assumption Agreement and with respect to the Optionee's obligations and rights thereunder and under the Shareholders' Agreement. The Optionee acknowledges that he or she has sought the advice of counsel and other advisors or has determined that such advice is unnecessary.

IN WITNESS WHEREOF, the Optionee and the Corporation have duly executed this Assumption Agreement under seal as of the date first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Witness

)
)
)
)
)

Name of Optionee:

AVID LIFE MEDIA INC.

Per: _____

Name: _____

Title: _____

Authorized Signing Officer

EXHIBIT "F"

POWER OF ATTORNEY

The undersigned holder of common shares (the "Common Shares") in the capital of Avid Life Media Inc. (the "Corporation") hereby irrevocably appoints the chief executive officer of the Corporation (the "Attorney"), from time to time, as the sole and exclusive attorney of the undersigned, with full power of substitution and resubstitution, to vote and exercise all voting, consent and similar rights of the undersigned, in a manner consistent with all resolutions passed, consents given or recommendations made by the board of directors of the Corporation, with respect to all of the Common Shares that now are or hereafter registered in the name of, and/or beneficially owned by, the undersigned, and any and all other shares or securities of the Corporation issued or issuable on or after the date hereof (collectively, the "Shares") in accordance with the terms of this Power of Attorney.

Upon the undersigned's execution of this Power of Attorney, any and all prior powers of attorney and proxies given by the undersigned with respect to any Shares are hereby revoked and the undersigned agrees not to grant any subsequent powers of attorney or proxies with respect to the Shares. This Power of Attorney may be exercised during any subsequent legal incapacity on the undersigned's part.

This Power of Attorney is coupled with an interest and is granted pursuant to the stock option plan of the Corporation (the "Plan") enacted August 15, 2007, as restated on October 1, 2007 and as further restated on November 30, 2011, and as may be amended from time to time, and is granted in consideration of the Corporation issuing to the undersigned Common Shares upon the exercise of previously granted stock options.

The undersigned hereby agrees that the Attorney will have no liability or responsibility whatsoever by reason of any loss or damage to the undersigned arising out of or in consequence of any mistake or error of law or fact on any matter or thing done or omitted to be done in connection with the exercise of the rights granted hereunder.

Any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

This Power of Attorney shall terminate, and be of no further force and effect, upon the earlier of: (i) the undersigned ceasing to be a security holder of the Corporation; and (ii) upon the completion of the Corporation's IPO (as such term is defined in the Plan).

DATED the day of , 20

SIGNED, SEALED and DELIVERED)
in the presence of:)

Witness

Witness
12666880.2

Signature of Shareholder