

SPONSORSHIP AND ENDORSEMENT AGREEMENT

THIS AGREEMENT is made this 2nd day of December, 2009 by and between ETW Corp. ("**ETW**") a Florida corporation f/p/s/o Eldrick "Tiger" Woods ("**Tiger Woods**") with offices at 8934 Conroy-Windermere Road, Orlando, Florida, 32835 and Avid Dating Life Inc. d/b/a Ashley Madison, 20 Eglinton Avenue West, Suite 1200, Box 2055, Toronto, Ontario ("**Ashley Madison**" and together with ETW, the "**Parties**").

WHEREAS Tiger Woods is recognized and widely known throughout the world as, among other things, a professional golfer and celebrity;

AND WHEREAS Tiger Woods' name, by virtue of his ability and experience, has acquired a meaning in the mind of the public important to the advertising, promotion, and sale of services and merchandise;

AND WHEREAS Ashley Madison operates the Ashley Madison Agency (the "**Service**"), an online dating service located at www.ashleymadison.com (the "**Site**");

AND WHEREAS Ashley Madison is desirous of acquiring the non-exclusive right and license to utilize Tiger Woods' name, image and persona in connection with the advertisement, promotion, and sale of the Service and the Site;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, it is agreed as follows:

1. **SERVICES.** Ashley Madison hereby engages ETW to provide the services of Tiger Woods in connection with the advertisement, endorsement, sale and promotion (the "**Endorsement Services**") of Ashley Madison, the Service and the Site. Without in anyway limiting the generality of the foregoing, the Endorsement Services shall include:

- a) ensuring that Tiger Woods is available, at such dates and times as may be reasonably agreed to by the Parties, for photography, voiceovers, dubbing and retakes for one (1) advertisement (the "**Advertisements**") for Ashley Madison per calendar year of the Term;
- b) include, or caused to be included, an Ashley Madison logo on all golf bags used by Tiger Woods in any Professional Golf Association event in which Tiger Woods participates during the Term; and
- c) such other Endorsement Services as may reasonably be agreed by the Parties.

2. **GRANT OF RIGHTS.** Subject to the terms and conditions set forth herein, ETW hereby grants to Ashley Madison the non-exclusive right and license throughout the World during the Term to use Tiger Woods' name, nickname, initials, autograph, facsimile signature, photograph, likeness, and/or endorsement (the "**Property**") in connection with the advertisement, endorsement, promotion, and sale of Ashley Madison, the Service and the Site, as well as the right to use such Property on the Service. For greater certainty, the Property shall include the results and proceeds from the Endorsement Services, including, without limitation, all performances, recordings, footage, reproductions or other materials or things of any nature related to or resulting from any the Endorsement Services. ETW and Tiger Woods acknowledge and agree that Ashley Madison shall be the sole and exclusive owner of all rights in and to the Endorsement Services and the Advertisements, including without limitation, copyright therein and

shall have the right to use, exploit, advertise and exhibit and otherwise turn to account any of the foregoing in any manner and in all media and manner of communication, now known or hereafter devised during the Term.

3. **TERM.** This Agreement shall be effective as of the date executed by the parties (the "Effective Date") and shall expire three (3) years from the Effective Date (the "Term").

4. **COMPENSATION.** In consideration for the rights and licenses granted hereunder, Ashley Madison shall pay to ETW the total amount of five million dollars (\$5,000,000) (U.S.), plus applicable taxes, paid in monthly instalments of one hundred and thirty eight thousand eight hundred and eighty-eight dollars and eighty eight cents (\$138,888.88) (U.S.). Payments shall be made within thirty (30) days of the end of each calendar month during the Term, provided in all cases ETW has provided an invoice to Ashley Madison therefor.

5. **PROMOTIONAL APPEARANCES**

- a) If requested to do so by Ashley Madison, ETW shall cause Tiger Woods to make no less than one (1) public appearance in each year of the Term, at such times and dates as may be reasonably agreed by the Parties, for the purpose of promoting the Service and the Site.
- b) With respect to each public appearance as defined above, Ashley Madison agrees to pay all reasonable out of pocket expenses incurred by Tiger Woods in connection with such appearance.

6. **RESERVATION OF RIGHTS.** Subject to the terms of this Agreement, ETW and/or Tiger Woods, as the case may be, shall retain all rights in and to Tiger Woods' name, his right of publicity, and the endorsement and, whether during the Term or any extension thereof, Tiger Woods shall not be prevented from using, permitting, or licensing others to use his or her name or endorsement in connection with the advertisement, promotion, and sale of any product or service other than the Service or those that are substantially similar to the Service.

7. **REPRESENTATIONS, WARRANTIES AND INDEMNITY.**

- a) ETW hereby represents and warrants that: (i) no existing obligation or disability exists, created by law or otherwise, that would prevent or restrict ETW from entering into and causing Tiger Woods to perform the obligations contained herein; (ii) neither ETW nor Tiger Woods has, nor will ETW or Tiger Woods have, any contractual commitment under which any person or other entity may have or may claim to have any right to pre-empt or prohibit Ashley Madison from engaging ETW to cause Tiger Woods to render the Endorsement Services hereunder or otherwise; (iii) ETW is a corporation duly incorporated and validly existing under the law of the State of Florida; (iv) ETW has the right to cause Tiger Woods to perform the Endorsement Services, as when and where reasonably required by Ashley Madison, and to loan or furnish the services of Tiger Woods to Ashley Madison as herein provided; and (v) ETW has the full right and authority to make the grant of rights contained herein.
- b) Ashley Madison hereby represents and warrants that: (i) no existing obligation or disability exists, created by law or otherwise, that would prevent or restrict Ashley Madison from entering

into this Agreement; and (ii) Ashley Madison is a corporation duly incorporated and validly existing under the laws of the Province of Ontario.

- c) ETW hereby assumes liability for, and hereby agrees to indemnify, defend, protect, save and hold harmless Ashley Madison and its Affiliates (as such term is defined below) and its and their employees, officers, directors, agents and representatives from and against any and all claims, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, expenses or damages, including, without limitation, reasonable legal fees and expenses, of whatsoever nature and kind imposed on, incurred by, or asserted against any of them arising out of, or in connection with: (i) the Endorsement Services; (ii) any breach of any warranty, representation or other obligation of ETW or Tiger Woods under, or in connection with, this Agreement; and (iii) the negligence or wilful misconduct of ETW or Tiger Woods.
- d) Ashley Madison assumes liability for, and hereby agrees to indemnify, defend, protect, save and hold harmless ETW and its Affiliates and its and their employees, officers, directors, agents and representatives from and against any and all claims, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, expenses or damages, including, without limitation, reasonable legal fees and expenses, of whatsoever nature and kind imposed on, incurred by, or asserted against any of them arising out of, or in connection with: (i) any breach of any warranty, representation or other obligation of Ashley Madison under, or in connection with, this Agreement; and (ii) the negligence or wilful misconduct of Ashley Madison.

8. TERMINATION

- a) Ashley Madison shall have the right to terminate this Agreement, immediately, in the event that:
 - i. ETW or Tiger Woods fails to perform or observe or shall be in breach of any term, covenant or agreement contained herein and fails to remedy such breach within seven (7) days following written notice to ETW by Ashley Madison of such breach;
 - ii. ETW admits its inability to pay its debts generally as they become due, commits an act of bankruptcy or insolvency, or files any petition or action for relief under any bankruptcy, re-organization, insolvency or moratorium law, or any other law or laws for the relief of, or relating to, debtors or takes any action in furtherance of any of the foregoing;
 - iii. Tiger Woods engages in illegal, immoral, or criminal conduct resulting in a felony conviction or otherwise conducts himself in a manner that brings himself into disrepute;
 - iv. Tiger Woods engages in conduct contrary to the best interests of Ashley Madison; or
 - v. Tiger Woods Retires from the professional sports industry.
- b) Tiger Woods shall have the right to terminate this Agreement at any time upon sixty (60) days' written notice to Ashley Madison, such termination to become effective at the conclusion of such sixty (60) day period.

9. **POST-TERMINATION RIGHTS.** Upon the expiration or termination of this Agreement, all rights granted to Ashley Madison under this Agreement shall forthwith terminate and immediately revert to Tiger Woods, and Ashley Madison shall discontinue all use of and reference to the Property. In the event of termination in accordance with Section 8, Ashley Madison shall have no obligation to pay any further amounts to ETW for the Endorsement Services from and after the effective date of Termination.

10. **MISCELLANEOUS**

- a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior written or oral agreements and understandings. This Agreement may only be amended or modified by a separate written instrument signed by the parties hereto.
- b) Each of the parties hereto shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
- c) All notices, requests and other communications hereunder shall be in writing and shall be delivered in person, or sent by certified mail, return receipt requested, overnight courier service, or by fax or e-mail at the address of each party set out below, or to such other addresses as may be stipulated in writing by the parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date of service if served personally or by courier, or on the fifth business day after sending if sent by mail or on the date of sending if sent by fax or e-mail.

If to Ashley Madison:

Avid Dating Life Inc.
20 Eglinton Avenue West
Suite 1200, Box 2055
Toronto, Ontario
M4R 1K8

Attn: Noel Biderman, President

With a courtesy copy to:

Avid Life Media Inc.
20 Eglinton Avenue West
Suite 1200, Box 2055
Toronto, Ontario
M4R 1K8

Attn: Ronan Levy, Vice President & General Counsel

If to ETW:

8934 Conroy-Windermere Road
Orlando, Florida
32835, USA

If to Tiger Woods:

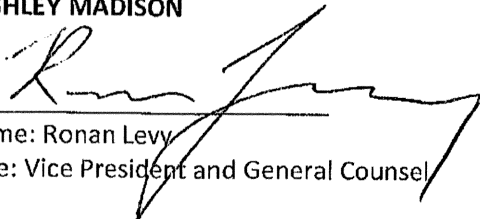
C/O Mark Steinberg
IMG Worldwide, Inc.
1360 E. 9th Street, Suite 100
Cleveland, Ohio
44114, USA

- d) Other than in connection with an assignment or transfer by either party of all of its rights and obligations under this Agreement to any corporation, person or other entity that either directly or indirectly controls, is controlled by or is under common control with such party (an "Affiliate") or to any successor of all or substantially all of a party's business or assets related to the performance of its obligations hereunder, neither this Agreement nor the rights or obligations hereunder may, except as permitted herein, be transferred, assigned or otherwise disposed of: (i) ETW without the prior written consent of Ashley Madison; or (ii) by Ashley Madison without the prior written consent of ETW. Consent to such assignments shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and shall enure to the benefit of the undersigned parties and their respective successors and permitted assigns.
- e) The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- f) If any provision of this Agreement or the application thereof to any persons or circumstances shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances as to which it is not held to be invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.
- g) This Agreement does not and shall not be deemed to constitute a partnership or joint venture between the parties and neither the parties nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other.
- h) This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereby irrevocably attorn to the courts of the Province of Ontario located in the City of Toronto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have signed this Agreement the ___ day of December, 2009.

AVID DATING LIFE INC.
dba **ASHLEY MADISON**

By: 
Name: Ronan Levy
Title: Vice President and General Counsel

ETW CORP.

By: _____
Name:
Title:

By signing below, I acknowledge that I have read this Agreement and confirm all of my and ETW's covenants, representations and warranties herein and agree to perform the Endorsement Services in accordance with the terms and conditions hereof. If I fail to do so, I agree that Ashley Madison shall have the same rights against me as it has against ETW. I shall look solely to ETW for all compensation hereunder and, if my employment agreement with ETW becomes ineffective or if ETW ceases to exist, then I, at the election of Ashley Madison, shall be deemed substituted as a direct party to this Agreement in lieu of ETW.

ELDRICK WOODS

Witness