EXECUTION COPY

OPTIVA INC.

PRIVATE PLACEMENT PURCHASE AGREEMENT

DATE: November 9, 2020

TO: Optiva Inc. (the "Company")

On the terms and subject to the conditions of this Purchase Agreement, OceanLink Management Ltd. ("**OceanLink**"), as investment manager for and on behalf of OceanLink Partners Fund, LP (together with any other fund managed by OceanLink which subscribes for Subscription Shares hereunder, the "**Subscriber**"), hereby agrees to subscribe for and to purchase from the Company, and the Company hereby agrees to issue from treasury and sell to the Subscriber, an aggregate of 750,000 subordinate voting shares of the Company (the "**Subscription Shares**") on a private placement basis on the Closing Date at a purchase price of CDN$40.00 per Subscription Share, for aggregate consideration of CDN$30,000,000 (the "**Aggregate Subscription Price**"). At least one Business Day prior to the Closing Date, in the event that the Subscriber has assigned this Purchase Agreement, in whole or in part, to a fund managed by OceanLink in accordance with Section 16(3), OceanLink shall provide written notice to the Company as to the relative allocation of Subscription Shares to be issued and sold to the Subscriber and to each such fund (it being understood that in no event shall the Subscriber and each such fund be issued and sold greater than 750,000 Subscription Shares in the aggregate).

Section 1 General

This agreement, which for greater certainty includes and incorporates the attached Exhibits, is referred to herein as the "**Purchase Agreement**". The Subscriber and the Company (collectively, the "**parties**") agree to be bound by the terms and conditions set forth herein. Unless otherwise specified, all statements of or references to dollar amounts in this Purchase Agreement are to Canadian dollars and, for greater certainty, "CDN$" means Canadian dollars. Capitalized terms used in this Purchase Agreement that are not otherwise defined in this Purchase Agreement have the meanings ascribed thereto in Exhibit A attached hereto.

Section 2 Purchase of the Subscription Shares

The Subscriber agrees to complete the purchase, on a private placement basis, of the Subscription Shares for the Aggregate Subscription Price at the Time of Closing on the Closing Date (the "**Investment**") on the terms and subject to the conditions set forth in this Purchase Agreement.

Section 3 Closing

Subject to the conditions of closing in Section 4 and Section 5 of this Purchase Agreement and the termination of this Purchase Agreement pursuant to Section 20, the completion of the Investment as contemplated by this Purchase Agreement (the "**Closing**") will occur at 10:00 a.m. (Toronto time) (the "**Time of Closing**") on the second Business Day following the satisfaction or waiver of the conditions contained in Section 4 and Section 5 of this Purchase Agreement (other than those conditions that by their nature cannot be satisfied until Closing) or such other date as the parties may agree in writing (the "**Closing Date**") remotely via electronic transmission of documentation (such as by use of .pdf).

Section 4 Conditions of Closing for the Benefit of the Company

The Subscriber acknowledges that the offer, sale and issuance of the Subscription Shares as contemplated by this Purchase Agreement are subject to the following conditions being fulfilled or performed on or before the Time of Closing, which conditions are for the exclusive benefit of the Company and may be waived, in whole or in part, by the Company in its sole discretion:

(a) the Subscriber having delivered to the Company, a wire transfer in an amount equal to the Aggregate Subscription Price, in immediately available funds, in accordance with the wire transfer instructions provided in writing by the Company to the Subscriber at least three Business Days prior to the Time of Closing;

(b) the offer, sale and issuance of the Subscription Shares being exempt from the requirements of any applicable Securities Laws as to the filing of a prospectus, registration statement or similar document;

(c) the Subscriber having complied in all material respects with all covenants and satisfied in all material respects all terms and conditions contained in this Purchase Agreement to be complied with or satisfied by the Subscriber at or prior to the Time of Closing;

(d) the representations and warranties of the Subscriber contained herein being true and correct at the Time of Closing, with the same force and effect as if made by the Subscriber at the Time of Closing;

(e) OceanLink, for and on behalf of the Subscriber, having entered into an investor rights agreement (the "**Investor Rights Agreement**") in the form attached hereto as Exhibit B effective as of the Time of Closing;

(f) the TSX having accepted the Investment and approved the listing of the Subscription Shares on the TSX, subject only to customary post-closing conditions;

(g) no preliminary or permanent injunction or other order having been issued by a Governmental Authority that remains in effect, and no Law restraining, enjoining, prohibiting or otherwise making illegal the consummation of the Investment having come into effect; and

(h) the decision of the Ontario Superior Court of Justice in respect of the claims of ESW Capital, LLC and certain of its affiliates against the Company (Court File No. CV-20-00643810-00CL) shall not have resulted in the Series A Preferred Shares of the Company becoming outstanding or the 9.75% secured debentures of the Company ceasing to be outstanding; provided, however, that the condition contained in this Section 4(h) shall be deemed to be waived in whole by the Company in the event that such decision has not been rendered on or prior to December 15, 2020.

Section 5 Conditions of Closing for the Benefit of the Subscriber

The Company acknowledges that the subscription by the Subscriber for and purchase of the Subscription Shares as contemplated by this Purchase Agreement is subject to the following conditions being fulfilled or performed on or before the Time of Closing, which conditions are for the exclusive benefit of the Subscriber and may be waived, in whole or in part, by the Subscriber in its sole discretion:

(a) the Company having delivered (i) a certified copy of its share register evidencing the ownership of the Subscription Shares by the Subscriber, and (ii) a DRS Advice evidencing non-certificated registered positions of the same;

(b) the Company having complied in all material respects with all covenants and satisfied in all material respects all terms and conditions contained in this Purchase Agreement to be complied with or satisfied by the Company at or prior to the Time of Closing;

(c) the representations and warranties of the Company contained herein being true and correct at the Time of Closing, with the same force and effect as if made by the Company at the Time of Closing (except for representations and warranties that speak as of a specific date, which shall be true and correct as of such specific date);

(d) the Company having entered into the Investor Rights Agreement effective as of the Time of Closing;

(e) the TSX having accepted the Investment and approved the listing of the Subscription Shares on the TSX, subject only to customary post-closing conditions;

(f) there being no action or proceeding pending by or before any Governmental Authority to enjoin the issuance and sale of the Subscription Shares to the Subscriber or to suspend or cease or stop trading in the Subscription Shares or the other subordinate voting shares of the Company;

(g) the decision of the Ontario Superior Court of Justice in respect of the claims of ESW Capital, LLC and certain of its affiliates against the Company (Court File No. CV-20-00643810-00CL) shall not have resulted in the Series A Preferred Shares of the Company becoming outstanding or the 9.75% secured debentures of the Company ceasing to be outstanding provided, however, that the condition contained in this Section 5(g) shall be deemed to be waived in whole by the Subscriber in the event that such decision has not been rendered on or prior to December 15, 2020; and

(h) no Material Adverse Effect having occurred following the date of this Purchase Agreement.

Section 6 Acknowledgments of the Subscriber

The Subscriber acknowledges that:

(a) it has not received or been provided with, nor has it requested, nor does it have any need to receive, any offering memorandum, any prospectus or any sales or advertising literature in order to assist it in making an investment decision in respect of the Subscription Shares;

(b) the Company is relying on an exemption from the requirement to provide the Subscriber with a prospectus under applicable Securities Laws, and no prospectus has been filed by the Company with any securities commission or other securities regulatory authorities in any province or territory of Canada or any other jurisdiction in connection with the Investment and as a result:

(i) the Subscriber is restricted from using most of the civil remedies available under applicable Securities Laws in respect of its purchase of the Subscription Shares and is aware that the civil law or the common law may not provide the Subscriber with an adequate remedy in the event that it suffers investment losses in connection with securities acquired in a private placement;

(ii) the Subscriber will not receive information that would otherwise be required to be provided to it under applicable Securities Laws or contained in a prospectus prepared for a public offering of the Subscription Shares in accordance with applicable Securities Laws; and

(iii) the Company is relieved from certain obligations regarding the provision of information to the Subscriber that would otherwise apply under applicable Securities Laws;

(c) no Governmental Authority has made any finding or determination as to the merit for investment in, or made any recommendation or endorsement with respect to, the Subscription Shares;

(d) the Subscription Shares have not been and will not be registered under the U.S. Securities Act, or any applicable securities laws of any state of the United States and will be "restricted securities", as defined in Rule 144 under the U.S. Securities Act;

(e) the sale of Subscription Shares contemplated hereby is being made in reliance on an exemption from such registration requirements in reliance upon Rule 506(b) of Regulation D and/or section 4(a)(2) under the U.S. Securities Act;

(f) subject to certain exceptions provided under the U.S. Securities Act, the Subscription Shares may not be transferred in the United States unless such Subscription Shares are registered under the U.S. Securities Act and applicable state securities laws, or unless an exemption from such registration requirements is available;

(g) the Company is not obligated to take any action to make Rule 144 under the U.S. Securities Act (or any other exemption) available for the resale of any Subscription Shares;

(h) the Subscription Shares are not being purchased as a result of, and the Subscriber will not itself engage in, any "directed selling efforts" (as defined in Rule 902(c) of Regulation S under the U.S. Securities Act) in the United States in respect of the Subscription Shares which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the securities purchased hereunder;

(i) the Company is required to file a Form 45-106F1 – *Report of Exempt Distribution* (the "**Report of Trade**") following the Closing Date with respect to the distribution of the Subscription Shares, in the time and the form prescribed by NI 45-106 with all applicable Governmental Authorities containing information about the Subscriber. The Report of Trade will include, among other things, the full name, address and telephone number of the Subscriber, the number and type of securities purchased, the total purchase price paid for such securities, the Closing Date and the prospectus exemption relied upon under applicable Securities Laws to complete such purchase. In Ontario, this information is collected indirectly by the Ontario Securities Commission under the authority granted to it under, and for the purposes of the administration and enforcement of, the securities legislation in Ontario. The Subscriber may contact the Inquiries Officer regarding the indirect collection of information at the OSC at 20 Queen Street West, 22nd Floor, Toronto, Ontario, M5H 3S8, or by telephone at (416) 593-8314 or 1-877-785-1555, or by email at exemptmarketfilings@osc.gov.on.ca, for more information regarding the indirect collection of such information by the Ontario Securities Commission. The Company may also be required pursuant to applicable Securities Laws to file this Purchase Agreement on SEDAR. The Subscriber authorizes the indirect collection of the information described in this Section 6(i) by all applicable Governmental Authorities and consents to the disclosure of such information to the public through (i) the filing of the Report of Trade with all applicable Governmental Authorities and (ii) the filing of this Purchase Agreement on SEDAR with such redactions to be agreed to by the parties, acting reasonably;

(j) the Subscription Shares are being offered on a "private placement" basis. The Subscription Shares purchased hereunder will be subject to the resale restrictions under applicable Securities Laws, as described in Section 6(k), and the Company may make a notation on its records or give instructions to any trustee or transfer agent of the Subscription Shares in order to implement such resale restrictions;

(k) any certificates representing the Subscription Shares (and any replacement certificate issued prior to the expiration of the applicable hold periods) will bear a legend in accordance with applicable Securities Laws substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATION S UNDER THE U.S. SECURITIES ACT; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (1) RULE 144 OR (2) RULE 144A THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF PARAGRAPH (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT."

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE **[INSERT THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE DISTRIBUTION DATE]**."

"The securities represented by this certificate are listed on the Toronto Stock Exchange ("TSX"); however, the said securities cannot be traded through the facilities of TSX since they are not freely transferable, and consequently any certificate representing such securities is not "good delivery" in settlement of transactions on TSX."

or if the Subscription Shares are entered into a direct registration or other electronic book entry system or if the Subscriber does not directly receive a certificate representing the Subscription Shares, the Subscriber acknowledges herewith receiving written notice containing the legend restriction notation;

(l) the Company is incorporated outside the United States and, as a result, it may be difficult to provide service of process on the Company and it may be difficult to enforce any judgment against the Company; and

(m) there may be material tax consequences to the Subscriber of an acquisition or disposition of any of the Subscription Shares. The Company gives no opinion and makes no representation with respect to the tax consequences to the Subscriber under United States, state, local or foreign tax law of the undersigned's acquisition or disposition of such securities; in particular, no determination has been made whether the Company will be a "passive foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code.

Section 7 Representations and Warranties of the Subscriber

(1) The Subscriber represents and warrants as follows to the Company at the date of this Purchase Agreement and at the Time of Closing and acknowledges and confirms that the Company is relying on such representations and warranties in connection with the offer, sale and issuance of the Subscription Shares to the Subscriber:

(a) OceanLink is a validly subsisting corporation under the laws of the Province of Ontario and the Subscriber is a limited partnership existing under the laws of the State of Delaware;

(b) the Subscriber is a fully managed account of OceanLink;

(c) OceanLink has all requisite power, capacity and authority, and has, or on or before the Time of Closing will have, as applicable, taken all actions required, to: (i) enter into this Purchase Agreement for and on behalf of the Subscriber; (ii) enter into the Investor Rights Agreement, and (iii) carry out all the terms and provisions hereof and thereof (including the performance of all of the obligations of OceanLink and the Subscriber hereunder and thereunder);

(d) the execution, delivery and performance of this Purchase Agreement and the Investor Rights Agreement by OceanLink, for and on behalf of the Subscriber, and the consummation of the transactions contemplated hereby and thereby will not (i) conflict with or result in a violation or breach of the constating documents of OceanLink or the Subscriber or (ii) result in violation of any Laws (including applicable Securities Laws) applicable to OceanLink or the Subscriber, except in the case of clause (ii), as would not, individually or in the aggregate, reasonably be expected to materially delay or hinder the ability of OceanLink, for and on behalf of the Subscriber, to consummate the transactions contemplated hereby;

(e) **THE SUBSCRIBER IS AN "ACCREDITED INVESTOR," AS SUCH TERM IS DEFINED IN RULE 501(a) OF REGULATION D UNDER THE U.S. SECURITIES ACT, HAS KNOWLEDGE IN FINANCIAL AND BUSINESS AFFAIRS, IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE SUBSCRIPTION SHARES, AND IS ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT EVEN IF THE ENTIRE INVESTMENT IS LOST**;

(f) neither OceanLink nor the Subscriber has been provided with a prospectus in connection with its subscription for the Subscription Shares and the decision to subscribe for the Subscription Shares and execute this Purchase Agreement has not been based upon any verbal or written representation made by or on behalf of the Company, or any director, officer, employee or agent of the Company other than the representations, warranties, covenants and conditions contained herein and, other than the foregoing, such decision has been based entirely upon the information contained in the Public Disclosure Documents;

(g) the distribution of the Subscription Shares has not been made through, or as a result of, and is not being accompanied by, (i) a general solicitation, (ii) any advertisement including articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or (iii) any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

(h) the Subscriber was not created solely to purchase or hold the Subscription Shares as an accredited investor;

(i) the Subscriber is purchasing the Subscription Shares pursuant to an exemption from the prospectus or securities registration or similar requirements under the applicable Securities Laws of the United States and any other securities laws to which the Subscriber is otherwise subject;

(j) the Subscriber is purchasing the Subscription Shares for its own account, for investment purposes only and not with a view to resale or distribution and, in particular, the Subscriber does not have any intention to distribute either directly or indirectly any of the Subscription Shares in the United States;

(k) the Subscriber has been independently advised as to and is aware of the resale restrictions under the applicable Securities Laws of the United States with respect to the Subscription Shares;

(l) this Purchase Agreement has been duly executed and delivered by OceanLink, for and on behalf of the Subscriber, and constitutes a legal, valid and binding agreement of the Subscriber enforceable against it in accordance with its terms subject to bankruptcy and insolvency laws and other laws generally affecting the enforceability of creditor's rights, the availability of equitable remedies of injunction and specific performance and the enforceability of rights to indemnity;

(m) the execution and delivery of and performance by OceanLink, for and on behalf of the Subscriber, of this Purchase Agreement does not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event of condition) result in a breach or violation of or a conflict with, or allow any other Person to exercise any rights under any of the terms or provisions of (i) OceanLink's or the Subscriber's constating documents or by-laws, if applicable, or (ii) any other contract, agreement, instrument, undertaking or covenant to which it is a party or by which it is bound, except in the case of clause (ii), as would not, individually or in the aggregate, reasonably be expected to materially delay or hinder the ability of OceanLink, for and on behalf of the Subscriber, to consummate the transactions contemplated hereby;

(n) each of OceanLink and the Subscriber has obtained such legal and tax advice as it considers appropriate in connection with the offer, sale and issuance of the Subscription Shares, the execution, delivery and performance by it of this Purchase Agreement and the transactions contemplated by this Purchase Agreement. Neither OceanLink nor the Subscriber is relying on the Company, its affiliates or counsel to any of them in this regard;

(o) except as contemplated by this Purchase Agreement, neither the Subscriber nor any of its "affiliates" or "associates" (as such terms are defined in National Instrument 62-104 – *Take-Over Bids and Issuer Bids*) ("**NI 62-104**") own, directly or indirectly, or exercise control or direction over, any subordinate voting shares of the Company or any securities convertible into or exercisable or exchangeable for subordinate voting shares of the Company;

(p) the Subscriber is not acting jointly or in concert (as defined in NI 62-104) with any other Person with respect to the Company or any securities of the Company and has no intention to act jointly or in concert with any other Person with respect to the Company or any securities of the Company;

(q) neither OceanLink nor the Subscriber is party to any contract, agreement, instrument, undertaking or covenant with any other Person that would require the Company to pay any brokerage, finder's fee or other similar fee as a consequence of the completion of the transactions contemplated by this Purchase Agreement; and

(r) the funds representing the Aggregate Subscription Price to be advanced by the Subscriber are not proceeds of crime for the purposes of PCMLTFA or the PATRIOT Act. To the best of the knowledge of OceanLink and the Subscriber, none of the subscription funds to be provided by the Subscriber (i) have been or will be derived from or related to any activity that is deemed criminal under the laws of Canada or any other applicable jurisdiction, or (ii) are being tendered on behalf of a Person or entity who has not been identified to the Subscriber. Each of OceanLink and the Subscriber acknowledges that the Company may in the future be required by law to disclose its name and other information relating to this Purchase Agreement and its subscription hereunder, on a confidential basis, pursuant to the PCMLTFA or PATRIOT Act and will promptly notify the Company if either OceanLink or the Subscriber discovers that any of the foregoing representations ceases to be true, and provide the Company with appropriate information in connection therewith.

Section 8 Covenants of the Subscriber

(1) OceanLink and the Subscriber will execute, deliver, file and otherwise assist the Company in filing any reports, undertakings and other documents required under applicable Securities Laws and the rules and policies of the TSX (and will otherwise comply with such Applicable Laws and rules and policies, including with respect to resale requirements) in connection with transactions contemplated by this Purchase Agreement.

(2) OceanLink and the Subscriber will ensure that the conditions of closing for the benefit of the Company set out in Section 4 hereof over which they have reasonable control have been performed or complied with by the Time of Closing.

Section 9 Representations and Warranties of the Company

The Company represents and warrants as follows to the Subscriber at the date of this Purchase Agreement and at the Time of Closing and acknowledges and confirms that the Subscriber is relying upon such representations and warranties in connection with the subscription for and purchase of the Subscription Shares to the Subscriber:

(a) **Organization; Power and Authority.** Each of the Company and its subsidiaries: (i) has been duly incorporated, amalgamated, continued or organized and is validly existing as a company in good standing under the laws of its jurisdiction of incorporation, amalgamation, continuation or organization, and has the corporate power, capacity and authority to own, lease and operate its property and assets, to conduct its business as now conducted and as currently proposed to be conducted and, in the case of the Company, to enter into this Purchase Agreement and the Investor Rights Agreement and to carry out the provisions hereof; and (ii) where required, has been duly qualified as an extra-provincial or foreign corporation for the transaction of business and is in good standing under the laws of each jurisdiction in which it owns or leases property, or conducts any business unless, in each case, the failure to so qualify in any such jurisdiction would not, individually or in the aggregate, have a Material Adverse Effect.

(b) **Authorization, etc.** Each of this Purchase Agreement and the Investor Rights Agreement has been duly authorized by all necessary corporate action on the part of the Company and has been or will be, as applicable, duly executed, and delivered by the Company. Each of this Purchase Agreement and the Investor Rights Agreement constitutes (in the case of this Purchase Agreement) or will constitute (in the case of the Investor Rights Agreement) a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, provided that enforcement hereof may be limited by laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction and that the provisions relating to indemnity, contribution, severability and waiver of contribution may be unenforceable.

(c) **Subscription Shares**. Except as disclosed to the Subscriber prior to the date of this Purchase Agreement, the Company has reserved and allotted a sufficient number of subordinate voting shares as are issuable pursuant to this Purchase Agreement and, subject to the terms and conditions of the Purchase Agreement, the Subscription Shares, upon payment of the Aggregate Subscription Price and when issued, will be duly authorized, validly issued, fully paid and non-assessable subordinate voting shares in the capital of the Company and will not have been issued in violation of any pre-emptive rights, rights of first offer or refusal.

(d) **Compliance with Laws, Other Instruments, etc.** Except as disclosed to the Subscriber in writing prior to the date of this Purchase Agreement, the execution, delivery and performance of this Purchase Agreement and the Investor Rights Agreement will not:

(i) require the consent, approval, authorization, registration or qualification of or with any Governmental Authority, except such as have been obtained or such as may be required (and shall be obtained by the Company prior to the Time of Closing) under Securities Laws or stock exchange regulations and except for the filing of any trade or exempt offering reports required pursuant to Securities Laws and the U.S. Securities Act, as applicable (including, without limitation, any reports to be filed on Form 72-503F and the payment of any applicable fees in connection therewith, and, if applicable, a Form D filing with the SEC);

(ii) contravene, result in a breach of or default under, result in the creation of any Lien in respect of any property of the Company or any of its subsidiaries and does not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and does not and will not conflict with or result in a violation of: (A) any of the terms, conditions or provisions of the articles, by laws or resolutions of the shareholders, directors or any committee of directors of the Company or any of its subsidiaries or, to the extent such consent is required thereunder, any material indenture, agreement or instrument to which the Company or any such subsidiary is a party or by which it or they are contractually bound, or (B) any statute, rule, regulation or law applicable to the Company or any of its subsidiaries, including, without limitation, Securities Laws or any judgment, order or decree of any Governmental Authority or court having jurisdiction over the Company or any such subsidiary; and

(iii) affect the rights, duties and obligations of any parties to any material indenture, agreement or instrument to which the Company or any of its subsidiaries is a party, nor give a party the right to terminate any such indenture, agreement or instrument by virtue of the application of terms, provisions or conditions in such indenture, agreement or instrument.

(e) **Compliance with Laws**. Each of the Company and its subsidiaries: (A) is conducting its business in compliance in all material respects with all Applicable Laws of each jurisdiction in which its business is carried on or in which its services are provided and has not received a notice of non-compliance; (B) is not in breach or violation of any judgment, order or decree of any Governmental Authority or court having jurisdiction over the Company or such subsidiary; and (C) holds all, and is not in breach of any, material licenses, permits or consents from any Governmental Authority that enable its business to be carried out as now conducted.

(f) **Financial Information.**

(i) The Financial Statements:

(A) have been prepared in accordance with Securities Laws and IFRS, applied on a consistent basis throughout the periods referred to therein, except as otherwise disclosed therein;

(B) present fairly, in all material respects, the financial position and condition of the Company and its subsidiaries on a consolidated basis as at the dates thereof and the results of its operations and the changes in its shareholder's equity and cash flows for the periods then ended, and do not contain a misrepresentation; and

(C) to the best of the Company's knowledge, have been audited (in the case of annual financial statements comprising the Financial Statements) or reviewed (in the case of the interim financial statements comprising the Financial Statements) by independent public accountants within the meaning of Securities Laws and the rules of the Chartered Professional Accountants of Canada.

(ii) The accountants who audited or reviewed (as the case may be) the Financial Statements are independent with respect to the Company within the meaning of Securities Laws and there has not been any reportable event (within the meaning of NI 51-102) with the current auditors or any former auditors of the Company during the past five financial years.

(iii) The audit committee's responsibilities and composition comply with National Instrument 52-110 – *Audit Committees*.

(g) **Disclosure Controls and Internal Controls.** The Company has established and maintains a system of disclosure controls and procedures and internal control over financial reporting, and has: (i) designed such disclosure controls and procedures, or caused them to be designed under management's supervision, to provide reasonable assurance that material information relating to the Company and its subsidiaries is made known to management by others, particularly during the period in which the financial statements are being prepared; (ii) designed such internal control over financial reporting, or caused it to be designed under management's supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with the Company's generally accepted accounting principles or IFRS, as the case may be; and (iii) evaluated the effectiveness of the Company's disclosure controls and procedures as of the end of the periods covered by the Financial Statements and have caused the Company to disclose in the management's discussion and analysis the conclusions about the effectiveness of the disclosure controls and procedures as of the end of the periods covered by the Financial Statements based on such evaluation.

(h) **Material Liabilities.** There are no material liabilities of the Company whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Public Disclosure Documents, except for liabilities incurred in the ordinary course of business since June 30, 2020.

(i) **Intellectual Property.** Except as disclosed in writing to the Subscriber:

(i) The Company and/or its subsidiaries own, or have obtained valid and enforceable licenses for, or other rights to use, the Intellectual Property including, for greater certainty, the Intellectual Property described in the Public Disclosure Documents.

(ii) No third parties have rights to any Intellectual Property of the Company or any of its subsidiaries, except as disclosed in the Public Disclosure Documents or except for the ownership rights of the owners of the Licensed IP or except for any licenses of use granted by the Company and/or any of its subsidiaries therein; in each case, which would not have a Material Adverse Effect.

(iii) Except as disclosed in the Public Disclosure Documents, there is no pending or, to the best of the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity or enforceability of any Intellectual Property or the rights of the Company or any of its subsidiaries in or to any Intellectual Property, the Company has no knowledge of any facts which form a reasonable basis for any such claim, and to the best of the Company's knowledge, there has been no finding of unenforceability or invalidity of the Intellectual Property.

(iv) To the best of the Company's knowledge, there is no patent or published patent application that contains claims that materially interfere with the issued or pending claims of any of the Intellectual Property of the Company or any of its subsidiaries.

(v) Except as disclosed in the Public Disclosure Documents, neither the Company nor any of its subsidiaries has received any notice or claim (whether written, oral or otherwise) challenging the ownership or right to use of any of the Intellectual Property or suggesting that any other Person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor is there a reasonable basis for any claim that any Person other than the Company and its subsidiaries have any claim of legal or beneficial ownership or other claim or interest in any of the Intellectual Property.

(vi) To the best of the Company's knowledge, the conduct of the business of the Company and its subsidiaries (including, without limitation, the sale of their respective products and services, or the use or other exploitation of the Intellectual Property by the Company, its subsidiaries or any customers, distributors or other licensees thereof) has not infringed, violated, misappropriated or otherwise conflicted with any Intellectual Property right of any Person.

(vii) Except as disclosed in the Public Disclosure Documents, there is no pending or threatened action, suit, proceeding or claim by others that the Company or any of its subsidiaries infringes or otherwise violates (or would infringe or otherwise violate upon commercialization of the Company's or any of its subsidiaries' products or services under development) any Intellectual Property of others, and the Company has no knowledge of any facts which form a reasonable basis for any such claims.

(viii) Except as disclosed in the Public Disclosure Documents, neither the Company nor any of its subsidiaries is a party to any action or proceeding, nor, to the best of the Company's knowledge, is or has any action or proceeding been threatened that alleges that any current or proposed conduct of their respective businesses (including, without limitation, the sale of their respective products and services, or use or other exploitation of any Intellectual Property by the Company, its subsidiaries or any customers, distributors or other licensees) has or will infringe, violate or misappropriate or otherwise conflict with any Intellectual Property of any Person.

(ix) To the best of the Company's knowledge, no Person has materially infringed or misappropriated, or is infringing or misappropriating, any rights of the Company and/or any of its subsidiaries in or to the Intellectual Property.

(j) **Reporting Issuer Status.** The Company is a reporting issuer not in default under the Securities Laws of each of the Provinces of Canada and is not on the list of defaulting issuers (or equivalent) maintained by any Securities Commission.

(k) **Compliance with Securities Laws.**

(i) The Company is in compliance with its timely and continuous disclosure obligations under the Securities Laws of each of the Provinces of Canada and the policies, rules and regulations of the TSX and, without limiting the generality of the foregoing, except as disclosed to the Subscriber in writing prior to the date of this Purchase Agreement, the Company has no knowledge of any material fact or material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the business, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, assets, properties, condition (financial or otherwise), results of operations or control of the Company and the subsidiaries taken as a whole since January 1, 2019 which has not been set forth in the Public Disclosure Documents or otherwise publicly disclosed on a non-confidential basis, and the Company has not filed any confidential material change reports since January 1, 2019 which remains confidential as at the date hereof.

(ii) No class of equity securities of the Company is or is required to be registered under section 12 of the U.S. Exchange Act. The Company is a "foreign private issuer" as such term is defined in Rule 405 under the U.S. Securities Act and Rule 3b-4 under the U.S. Exchange Act. No "substantial U.S. market interest" (as defined in Rule 902(j) of Regulation S) exists with respect to the subordinate voting shares of the Company. Neither the Company nor any of its affiliates, nor any Persons acting on any of their behalf has engaged or will engage in any "directed selling efforts" (as defined in Rule 902(c) of Regulation S) with respect to the Subscription Shares.

(l) **Disclosure.** The Public Disclosure Documents were, at their respective time of issue, filing or publication (except as subsequently amended or superseded by a filing prior to the date of this Purchase Agreement), true and correct in all material respects and did not contain an untrue statement of a material fact or omit to state a material fact required to be stated or that is necessary to make the statements therein, in light of the circumstances in which they were made, not misleading. The statistical and market related data included in the Public Disclosure Documents are based on or derived from sources that the Company believes to be reasonable, reliable and accurate. Except as otherwise disclosed in the Public Disclosure Documents, there has not been any change, occurrence or development with respect to the Company and its subsidiaries, taken as a whole, that has had or would reasonably be expected to have a Material Adverse Effect.

(m) **Forward-Looking Information.** All forward-looking information and statements of the Company contained in the Public Disclosure Documents, including any forecasts and estimates, expressions of opinion, intention and expectation have been based on assumptions that are reasonable in the circumstances, and the Company has updated such forward-looking information and statements as required by and in compliance with Securities Laws.

(n) **Litigation.** Except as disclosed in the Public Disclosure Documents or in writing to the Subscriber, there are no actions, suits, investigations or proceedings pending against or, to the knowledge of the Company, threatened against or affecting the Company or any of its subsidiaries or any property of the Company or any of its subsidiaries in any court or before any arbitrator of any kind or before or by any Governmental Authority that, individually or in the aggregate, would be material to the Company and its subsidiaries, taken as a whole, if decided in an adverse manner to the Company and its subsidiaries.

(o) **Use of Proceeds.** The Company will use the proceeds from the sale of the Subscription Shares to the Subscriber for strategic investments and general corporate purposes.

Section 10 Covenants of the Company

(1) During the period from the date hereof until the Time of Closing, except as contemplated by this Purchase Agreement, as approved in writing by the Subscriber or as required by a Governmental Authority, the Company shall and shall cause its subsidiaries to carry on their respective businesses in the ordinary course consistent in all material respects with past practice, and reasonably cooperate with the Subscriber in respect of all matters concerning the pursuit, support and implementation of the transactions as set forth herein.

(2) The Company shall promptly notify the Subscriber of any shareholder demands or other shareholder claims, suits, demands, actions, proceedings, litigation or other similar proceedings (including derivative claims) commenced against it, its subsidiaries and/or its or its subsidiaries' respective directors or officers, relating to the Investment (collectively, "**Transaction Litigation**") and shall keep the Subscriber informed regarding any Transaction Litigation. Each of the Company

and the Subscriber shall reasonably cooperate with the other in the defense or settlement of any Transaction Litigation, and the Company shall give the Subscriber the opportunity to consult with it regarding the defense and settlement of such Transaction Litigation and shall consider in good faith the Subscriber's advice with respect to such Transaction Litigation.

(3) The Company will ensure that the conditions of closing for the benefit of the Subscriber set out in Section 5 hereof over which the Company has reasonable control have been performed or complied with by the Time of Closing.

Section 11 Indemnification

(1) The Company shall indemnify and save harmless the Subscriber, and each of the Subscriber's directors, officers, employees and agents, for, against and from all liabilities, actions, demands, losses, costs (including, without limitation, reasonable legal fees and expenses), damages (other than loss of profits) and expenses (together "**Losses**") to which the Subscriber, or any of the Subscriber's directors, officers, employees or agents may be subject or which the Subscriber, or any of the Subscriber's directors, officers, employees or agents may suffer or incur, whether under the provisions of any Law or otherwise, in any way caused by, or arising directly or indirectly from or in consequence of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Company set out in this Purchase Agreement; or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Company under this Purchase Agreement.

(2) The Subscriber shall indemnify and save harmless the Company, and each of the Company's directors, officers, employees and agents, for, against and from all Losses to which the Company, or any of the Company's directors, officers, employees or agents may be subject or which the Company, or any of the Company's directors, officers, employees or agents may suffer or incur, whether under the provisions of any Law or otherwise, in any way caused by, or arising directly or indirectly from or in consequence of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Subscriber set out in this Purchase Agreement; or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Subscriber under this Purchase Agreement.

(3) If any claim contemplated by Section 11(1) or Section 11(2) shall be asserted against any of the Persons in respect of which indemnification is or could reasonably be considered to be provided for in Section 11(1) or Section 11(2), such Person (the "**Indemnified Person**") shall notify the Person providing indemnification pursuant to Section 11(1) or Section 11(2), as applicable, (the "**Indemnifying Party**") (provided that failure to so notify the Indemnifying Party of the nature of such claim in a timely fashion shall relieve the Indemnifying Party of liability hereunder only if and to the extent that such failure materially prejudices the Indemnifying Party's ability to defend such claim) as soon as possible of the nature of such claim and the Indemnifying Party shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim, provided, however, that the defence shall be through legal counsel selected by the Indemnifying Party and acceptable to the Indemnified Person, acting reasonably, and that no settlement may be made by the Indemnifying Party or the Indemnified Person without the prior written consent of the

other, such consent not to be unreasonably withheld. The parties agree that it shall be reasonable for an Indemnified Person to withhold consent if a settlement, compromise or consent: (i) does not include an unconditional written release of the Indemnified Person from all liability arising out of such claim, action or proceeding; or (ii) includes any statement as to, or an admission of, fault, culpability or failure to act by or on behalf of any of the Indemnified Person. The Indemnified Person shall have the right to retain separate counsel in any proceeding relating to a claim contemplated by Section 11(1) or Section 11(2), as applicable, but the fees and expenses of such counsel shall be at the expense of the Indemnified Person, unless:

(a) the Indemnified Person has been advised by counsel that there may be a reasonable legal defense available to the Indemnified Person which is different from or additional to a defense available to an Indemnifying Party and that representation of the Indemnified Person and the Indemnifying Party by the same counsel would be inappropriate due to the actual or potential differing interests between them (in which case the Indemnifying Party shall not have the right to assume the defense of such proceedings on the Indemnified Person's behalf);

(b) the Indemnifying Party shall not have taken the defense of such proceedings and employed counsel within fifteen days after notice has been given to the Indemnifying Party of commencement of such proceedings or, having employed such counsel, have diligently pursued such defense; or

(c) the employment of such counsel has been authorized by the Indemnifying Party in connection with the defense of such proceedings;

and, in any such event, the reasonable fees and expenses of such Indemnified Person's counsel (on a solicitor and his client basis) shall be paid by the Indemnifying Party, provided that the Indemnifying Party shall not, in connection with any one such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one law firm (in addition to any local counsel) for the Indemnified Persons.

(4) If the Indemnifying Party has assumed the defense of any suit brought to enforce a claim hereunder, the Indemnified Person shall provide the Indemnifying Party with copies of all documents and information in its possession pertaining to the claim, take all reasonable actions necessary to preserve its rights to object to or defend against the claim, consult and reasonably cooperate with the Indemnifying Party in determining whether the claim and any legal proceeding resulting therefrom should be resisted, compromised or settled and reasonably cooperate and assist in any negotiations to compromise or settle, or in any defense of, a claim undertaken by the Indemnifying Party.

(5) If the indemnification provided for in this Section 11 is held by a court of competent jurisdiction to be unavailable to an Indemnified Person with respect to any liabilities, actions, demands, losses (other than losses of profit), costs (including reasonable legal fees and expenses), damages (other than loss of profits) and expenses referred to in this Section 11, then the Indemnifying Party, in lieu of indemnifying such Indemnified Person hereunder, shall contribute to the amount paid or payable by such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and of the Indemnified Person, on the other, in connection with the statement or

omissions that resulted in such liabilities, actions, demands, losses, costs, damages or expenses, as well as any other relevant equitable considerations.

(6) The Company and the Subscriber hereby acknowledge and agree that, with respect to this Section 11, the Subscriber is contracting on its own behalf and as agent for the other Indemnified Persons of such Person referred to in this Section 11 and the Company is contracting on its own behalf and as agent for the other Indemnified Persons of such Person referred to in this Section 11. In this regard, the Subscriber or the Company shall act as trustee for such Indemnified Persons of the covenants of the Indemnifying Parties under this Section 11 with respect to such Indemnified Persons and accepts these trusts and shall hold and enforce those covenants on behalf of such Indemnified Persons.

Section 12 Survival

The representations, warranties and acknowledgements contained in this Purchase Agreement and any certificate delivered pursuant to or in connection with this Purchase Agreement will survive Closing and continue in full force and effect for a period of two years following the Closing Date.

Section 13 Public Announcements

The parties shall be entitled to make public announcements in relation to this Purchase Agreement and the transactions contemplated herein to the extent necessary to comply with the requirements of a Governmental Authority or Applicable Law. To the extent reasonably practicable, the party proposing to make such announcement will give the other party prior notice of its intention to make the announcement, together with a draft of such announcement, to the other party and will consider in good faith the reasonable comments and requests of the other party with respect thereto. The Subscriber hereby consents to the details of this Purchase Agreement being set out in any disclosure documents of the Company in respect of the Investment and to this Purchase Agreement being made publicly available, including, without limitation, by filing on SEDAR.

In addition, promptly following Closing, the Company shall issue a press release announcing Closing (subject to the preceding sentence in this Section 13) which shall contain any material non-public confidential information (if any) made available to OceanLink by the Company or on behalf of the Company in connection with the Investment that was not previously publicly disclosed by the Company.

Section 14 Notices

(1) Any notice required or permitted to be given under this Purchase Agreement or any tender or delivery of documents may, unless specified otherwise herein, be given by personal delivery, via courier, by mail or by email as follows:

(a) to the Subscriber at:

OceanLink Partners Fund, LP
2 Bloor Street West, Suite 1702
Toronto, Ontario M4W 3E2

Attention: Steven Shen
Email: [Redacted]

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Attention: Vincent Mercier
Email: VMercier@dwpv.com

(b) to the Company at:

Optiva Inc.
2233 Argentia Road, East Tower
Suite 302
Toronto, ON L5N 2X7

Attention: Ashish Joshi
Email: [Redacted]

with a copy (which shall not constitute notice) to:

Voorheis & Co. LLP
Bay Adelaide Centre
333 Bay Street, Suite 810
Toronto, ON M5H 2R2

Attention: Michael D. Woollcombe
Email: mwoollcombe@voorco.com

with a copy (which shall not constitute notice) to:

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Attention: Kris Hanc
Email: hanck@bennettjones.com

(2) Any such notice, direction or other instrument, if delivered personally, will be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument will be deemed to have been given and received

on the first Business Day next following such day and if transmitted electronically, shall be deemed to have been given and received at the time and on the day of its transmission.

(3) The Subscriber or the Company may change the address to which notices will be delivered from time to time by giving notice in accordance with this Section 14.

Section 15 Interpretation

(1) Any reference in this Purchase Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa. The division of this Purchase Agreement into Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect the Purchase Agreement's interpretation. In this Purchase Agreement (i) the words "including", "includes" and "include" mean "including (or includes or include) without limitation", (ii) the words "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of". If any provision of this Purchase Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Purchase Agreement and the remaining provisions will remain in full force and effect. This Purchase Agreement may be amended only with the written approval of the Company, on the one hand, and the Subscriber, on the other hand.

(2) The parties acknowledge that they and their respective legal counsel have reviewed and participated in negotiating and settling the terms of this Purchase Agreement and agree that the *contra proferentem* principle of construction, or any similar rule or principle, shall not be applied in interpreting this Purchase Agreement, including to resolve any ambiguity herein.

Section 16 Assignment

(1) This Purchase Agreement is binding upon and enures to the benefit of the parties and their respective successors, administrators, legal representatives and permitted assigns.

(2) Except as contemplated herein, this Purchase Agreement may only be enforced against, and any proceeding based upon, arising out of or related to this Purchase Agreement may only be made or asserted against (and are expressly limited to) the Persons that are expressly named as parties to this Purchase Agreement and then only with respect to the specific obligations set forth herein with respect to such party.

(3) The Purchase Agreement may not be assigned by the Subscriber, in whole or in part, without the prior written consent of the Company, unless such assignment is made by a Subscriber to any affiliate of the Subscriber or investment funds managed by OceanLink or its affiliates provided that (i) such assignee affiliate or investment fund executes a joinder agreement to this Purchase Agreement in form and substance satisfactory to the Company pursuant to which such assignee confirms each of the representations and warranties of the Subscriber hereunder, agrees to be bound by all of the covenants and obligations of the Subscriber hereunder and agrees to comply with the other terms set forth herein; (ii) such Subscriber will continue to be bound by all the obligations

hereunder as if such assignment had not occurred and perform such obligations to the extent that any such affiliate or investment fund fails to do so.

(4) The Purchase Agreement may not be assigned by the Company, in whole or in part, without the prior written consent of the Subscriber.

(5) Nothing in this Purchase Agreement or in the relationship of the parties hereto shall be construed as in any sense creating a partnership among the parties or as giving to any party any of the rights or subjecting any party to any of the creditors of the other parties.

Section 17 Entire Agreement

This Purchase Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by it and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Purchase Agreement and the Investment, except as specifically set forth in this Purchase Agreement.

Section 18 Time of Essence; Costs

Time is of the essence of this Purchase Agreement. Except as otherwise expressly provided herein, all reasonable costs and expenses of OceanLink and the Subscriber (including the reasonable fees and disbursements of legal counsel) incurred in connection with this Purchase Agreement and the transactions contemplated herein shall be paid and borne by the Company if:

(a) the Closing occurs, in which case such costs and expenses shall be paid by the Company to OceanLink within five days following the Closing Date; or

(b) if the Closing does not occur and the failure of the Closing to occur did not result from or arise out of the Subscriber's failure to comply with its obligations hereunder, in which case such costs and expenses shall be paid by the Company to OceanLink within five days following the termination of this Purchase Agreement.

Section 19 Governing Law

This Purchase Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Subscriber irrevocably attorns and submits to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Purchase Agreement and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

Section 20 Further Assurances

Subject to the terms and conditions hereof, each of the parties hereto shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Purchase Agreement and the transactions contemplated hereby.

Section 21 One Voice Rule

OceanLink shall be the sole representative of the Subscriber and any other fund managed by OceanLink which is assigned this Purchase Agreement, in whole or in part, in accordance with Section 16(3) for all purposes of this Purchase Agreement. The Company shall be entitled to deal with OceanLink as the sole representative of the Subscriber and any such fund and OceanLink shall have the unconditional and exclusive power and authority to exercise all of the rights and powers granted by the Company to the Subscriber and any such fund pursuant to this Purchase Agreement.

Section 22 Term

If the Closing has not occurred on or prior to the date that is 60 days from the date hereof or such other date as agreed by the parties hereto in writing, this Purchase Agreement shall automatically terminate; provided, however, that termination of this Purchase Agreement will not relieve any party for any breach that occurred prior to such termination. Notwithstanding any other provision of this Agreement, the Company shall have no liability whatsoever for any breach of representation or warranty relating to any decision of the court arising out of the proceedings described in Section 4(h) and Section 5(g).

Section 23 Language of Documents

It is the express wish of the parties to this Purchase Agreement that this Purchase Agreement and all related documents be drafted in English. *Les parties aux présentes conviennent et exigent que cette convention ainsi que tous les documents s'y rattachant soient rédigés en langue anglaise.*

Section 24 Counterparts; Signatures

This Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Purchase Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. A signed copy of this Purchase Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Purchase Agreement.

[*remainder of page intentionally left blank*]

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

OPTIVA INC.

By: (*signed*) "*Robert Stabile*"
Name: Robert Stabile
Title: Director

OCEANLINK PARTNERS FUND, LP by its investment manager, OCEANLINK MANAGEMENT LTD.

By: (*signed*) "*Richard Li*"
Name: Richard Li
Title: Managing Partner

EXHIBIT A

DEFINED TERMS

"**Aggregate Subscription Price**" has the meaning ascribed in the preamble.

"**Applicable Laws**" means, in relation to any Person, the Securities Laws and all other statutes, regulations, statutory rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or license, or any judgment, order, decision, ruling, award, policy or guideline, of any Governmental Authority that are applicable to such Person or its business, undertaking, property or securities and emanate from a Governmental Authority, having jurisdiction over the Person or its business, undertaking, property or securities.

"**Business Day**" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business.

"**Closing**" has the meaning ascribed in Section 2.

"**Closing Date**" has the meaning ascribed in Section 2.

"**Company**" means Optiva Inc.

"**Financial Statements**" means, collectively, the (i) audited consolidated financial statements of the Company as at and for the fifteen month year ended December 31, 2019 and twelve month year ended September 30, 2018, together with the notes thereto and the independent report of the auditor thereon; and (ii) the unaudited condensed consolidated interim financial statements of the Company as at and for the three and six months ended June 30, 2020 and 2019, together with the notes thereto.

"**fully managed account**" means an account of a client for which a Person makes the investment decisions if that Person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction.

"**Governmental Authority**" means (i) any governmental or public entity department, court, commission, board, bureau, agency or instrumentality in Canada or the United States, (ii) any quasi-governmental, self-regulatory or private body exercising any regulatory authority in Canada or the United States, including the Securities Commissions and the SEC, and (iii) any stock exchange in Canada or the United States, including the TSX.

"**IFRS**" means accounting principles generally accepted in Canada applicable to public companies at the relevant time and which incorporates International Financial Reporting Standards as adopted by the Canadian Accounting Standards Board.

"**Indemnifying Party**" has the meaning ascribed in Section 11.

"**Indemnified Person**" has the meaning ascribed in Section 11.

"**Intellectual Property**" means, in respect of a Person, all of the following which is owned by, issued to or licensed to such Person, or other rights of such Person to use the following: (i) rights in any designs, patents, patent applications, patent rights, patent disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any re-issue, continuation, continuation-in-part, revision, extension or re-examination thereof; (ii) trademarks, service marks, trade-names, logos, Internet domain names, rights protecting goodwill and reputation and corporate names together with all the goodwill associated therewith, including, without limitation, the use of the current corporate name; (iii) copyrights and copyrightable works (including, without limitation, web sites); (iv) all registrations, applications, and renewals for any of the foregoing, whether registrable or unregistrable; trade secrets, know how (including unpatented and/or unpatentable proprietary information, systems or procedures), proprietary knowledge and other confidential information; information technologies, whether registrable or unregistrable; (v) other intellectual property; (vi) all copies and tangible embodiments of the foregoing; and (vii) any license rights or other rights of use of any of the foregoing and, unless otherwise specifically indicated, when used in this Purchase Agreement, the term "Intellectual Property" shall refer to Intellectual Property of the Company and/or any of its subsidiaries.

"**Investor Rights Agreement**" has the meaning ascribed in Section 4.

"**Licensed IP**" means the Intellectual Property that is necessary and material to the business of the Company and its subsidiaries as presently conducted or as proposed to be conducted (as described in the Public Disclosure Documents) and that is owned by any Person other than the Company or any such subsidiary.

"**Lien**" means any charges, mortgages, liens, pledges, claims, restrictions, security interests or other encumbrances whether created or arising by agreement, statute or otherwise pursuant to any applicable law, attaching to property, interests or rights.

"**Losses**" has the meaning ascribed in Section 11.

"**Material Adverse Effect**" means any change, effect, event, occurrence or state of facts that, individually or in aggregate, is, or would reasonably be expected to be, materially adverse to the business, properties, assets (tangible or intangible), liabilities, condition (financial or otherwise), operations or results of operations of the Company and its subsidiaries, taken as a whole, other than a change, effect, event, occurrence or state of facts resulting from (a) any change in generally accepted accounting principles for publicly-accountable enterprises as set out in the Canadian Institute of Chartered Accountants Handbook-Accounting, (b) any change in Applicable Laws, (c) any change in exchange rates or change relating to general political, economic or financial conditions in Canada or the United States, (d) any change in the industries in which the Company or any of its subsidiaries operates, (e) any natural disaster, (f) the announcement, potential performance or pendency, as applicable, of this Purchase Agreement, (g) any change in the market price or trading volume of any securities of the Company (provided that the underlying cause or causes of such change may be taken into account in determining whether a Material Adverse Effect has occurred) or any suspension of trading in securities generally on any securities exchange on which any securities of the Company trade, (h) the failure of the Company to meet any internal or public projections, forecasts or estimates of revenues or earnings (provided that the underlying cause or causes of such failure may be taken into account in determining whether a Material Adverse Effect has occurred), and (i) any action or omission of the Company taken upon the written request or with the express written consent of the Subscriber, except, in the case of clause (a), (b), (c), (d) or (e), where such change, effect, event, occurrence or state of facts has a materially disproportionate effect on the Company and its subsidiaries, taken as a whole, relative to other participants operating in the industries in which the Company and its subsidiaries operate.

"**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions*.

"**OceanLink**" has the meaning ascribed in the preamble.

"**parties**" has the meaning ascribed in Section 1.

"**PATRIOT Act**" means the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act*.

"**PCMLTFA**" means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

"**Person**" means an individual, body corporate, partnership, joint venture, bank, trust, debenture trustee, executor, administrator, legal representative or any unincorporated organization or other entity, whether or not a legal entity, and any Governmental Authority.

"**Public Disclosure Documents**" means all documents filed by the Company on SEDAR under the Company's profile since January 1, 2020.

"**Purchase Agreement**" has the meaning ascribed in Section 1.

"**Report of Trade**" has the meaning ascribed in Section 6.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Commission**" means the applicable securities commission or securities regulatory authority in each of the Provinces of Canada.

"**Securities Laws**" means, collectively, and, as the context may require, applicable securities laws of the United States (including the U.S. Securities Act) and each of the Provinces of Canada and the respective regulations and rules made under those securities laws together with all applicable policy statements, blanket orders and rulings of the SEC and the Securities Commissions and all discretionary orders or rulings, if any, of the SEC and the Securities Commissions made in connection with the transactions contemplated by this Purchase Agreement.

"**Subscriber**" has the meaning ascribed in the preamble.

"**Subscription Shares**" has the meaning ascribed in the preamble.

"**Time of Closing**" has the meaning ascribed in Section 2.

"**TSX**" means the Toronto Stock Exchange.

"**U.S. Exchange Act**" means United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

EXHIBIT B

FORM OF INVESTOR RIGHTS AGREEMENT

See attached.

<u>**FORM**</u>

INVESTOR RIGHTS AGREEMENT

This Investor Rights Agreement is made [●], 2020

between

OCEANLINK MANAGEMENT LTD., a corporation incorporated under the laws of Ontario
("**OceanLink**")

and

OPTIVA INC., a corporation incorporated under the laws of Canada
(the "**Company**")

RECITALS:

A. OceanLink Partners Fund, LP, a fund managed by OceanLink, has subscribed for 750,000 subordinate voting shares of the Company ("**Subordinate Voting Shares**") pursuant to the terms of a Private Placement Purchase Agreement dated November 9, 2020 (the "**Private Placement Purchase Agreement**");

B. Following completion of the transactions contemplated by the Private Placement Purchase Agreement, as of the date hereof, OceanLink, directly or indirectly, will exercise control or direction over approximately 12.4% of the issued and outstanding Subordinate Voting Shares; and

C. The board of directors of the Company (the "**Board**") has determined that it would be in the best interests of the Company to enter into this Agreement and provide OceanLink with, among other things, the right to nominate a director to the Board and to provide for certain participation rights.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties agree as follows:

1.01 For so long as OceanLink, directly or indirectly, exercises control or direction over at least 9% of the issued and outstanding Subordinate Voting Shares (on a non-diluted basis) (the "**Ownership Threshold**") (provided that if OceanLink drops below the Ownership Threshold due to any dilutive event, it will be deemed not to be below the Ownership Threshold for a period of 30 days following such dilutive event, during which period OceanLink will be entitled to acquire additional Subordinate Voting Shares to bring its holdings of the outstanding Subordinate Voting Shares to or above the Ownership Threshold (it being understood that, to the extent that OceanLink is restricted from trading in securities of the Company under applicable Laws or the Company's blackout period policy, such 30-day period shall be extended by such number of days as OceanLink was so restricted)), OceanLink shall be entitled, but not obligated, to designate one individual (each such nominee from time to time, the "**OceanLink Nominee**") to be appointed or nominated and, if elected, to serve as a member of the Board for a term expiring at the Company's next annual meeting of shareholders, provided that the OceanLink Nominee consents in writing to serve as a director and satisfies the requirements of the *Canada Business Corporations Act* and the Toronto Stock Exchange to serve as a director.

1.02 OceanLink shall select the OceanLink Nominee with a view to ensuring that the OceanLink Nominee has the skills and experience reasonably expected to serve as a director of the Company and to contribute positively to the Board's governance and oversight of the Company.

1.03 For so long as OceanLink is entitled to designate an OceanLink Nominee:

(a) in connection with any meeting of the shareholders of the Company at which directors are to be elected, the Company shall use commercially reasonable efforts to cause the election of the OceanLink Nominee, including by (i) soliciting proxies in favour of the election of the OceanLink Nominee, (ii) identifying the OceanLink Nominee as a "management nominee" in the Company's management information circular, (iii) including a recommendation to shareholders of the Company to vote in favour of the OceanLink Nominee, and (iv) supporting the OceanLink Nominee in a manner no less rigorous and favourable than the manner in which the Company supports all of its other director nominees;

(b) the Company shall notify OceanLink in writing upon determining the date of any meeting of the shareholders at which directors of the Company are to be elected and OceanLink shall advise the Company and the Board of the name of the OceanLink Nominee within seven (7) business days after receiving such notice;

(c) if OceanLink does not advise the Company and the Board of the OceanLink Nominee within the time set forth in Section 1.03(b), then OceanLink will be deemed to have designated its incumbent nominee, if any, for nomination for election at the relevant meeting of the shareholders of the Company; and

(d) if any OceanLink Nominee ceases to hold office as a director of the Company for any reason, OceanLink shall be entitled, but not obligated, to nominate an individual to replace him or her and the Company shall promptly take all steps as may be necessary to appoint such individual to the Board to replace the OceanLink Nominee who has ceased to hold office.

1.04 Subject to the foregoing, OceanLink shall be entitled to designate the first OceanLink Nominee by written notice to the Company at any time following the completion of the transactions contemplated by the Private Placement Purchase Agreement, and the Company shall appoint such OceanLink Nominee to the Board within 10 business days following receipt of such written notice.

1.05 The OceanLink Nominee shall be entitled to receive the identical compensation and benefits being paid to the other non-employee directors of the Company and to be indemnified by the Company on the same terms and be covered by the same insurance provisions and afforded the same coverage as other members of the Board.

1.06 The Company shall permit the OceanLink Nominee to have the same reasonable access as all other directors of the Company to the Company's books and records relating to the Company's financial and operational matters and other information with respect to the Company's business as the Company's directors may from time to time reasonably request in connection with exercising their role in supervising the management of the business and affairs of the Company.

1.07 The Company acknowledges and agrees that:

(a) OceanLink, its affiliates and the respective funds managed by them, and its and their directors, officers, employees, advisors, representatives, shareholders, members, managers, partners, successors and assigns (collectively, the "**OceanLink Group**") (i) have investments or other business relationships with entities engaged in other businesses (including those which may compete, or may in the future compete, with the business of the Company and its subsidiaries and in related businesses other than through the Company or any of its subsidiaries), (ii) may develop a strategic relationship with businesses that are or may be competitive with the business of the Company and its subsidiaries, and (iii) will not be prohibited by virtue of its investment in the Company from pursuing and engaging in any such activities;

(b) neither the Company nor any other shareholders of the Company shall have any right in or to such other ventures or activities or to the income or proceeds derived therefrom;

(c) no member of the OceanLink Group shall be obligated to present any particular investment or business opportunity to the Company or any of its subsidiaries even if such opportunity is of a character which, if presented to the Company or any of its subsidiaries, could be undertaken by the Company or any of its subsidiaries, and each member of the OceanLink Group shall have the right to undertake any such opportunity for itself for its own account or on behalf of another or to recommend any such opportunity to other persons; and

(d) subject to the express terms and conditions set forth in this Agreement, each member of the OceanLink Group may enter into contracts and other arrangements with the Company and its affiliates from time to time on terms approved by the Board and the board of directors of such affiliates, as applicable.

The Company hereby waives, to the fullest extent permitted by applicable Law, any claims and rights that the Company may otherwise have in connection with the matters described in this Section 1.07 and the Company, pursuant to approval by the Board, hereby renounces its interest or expectancy, as between itself and the OceanLink Group, in any corporate opportunity or other matter described in this Section 1.07. For purposes of this Section 1.07, references to the "OceanLink Group" shall not include the OceanLink Nominee.

1.08 For a period of 12 months following the date hereof, for so long as OceanLink exercises control or direction over not less than the Ownership Threshold, if the Company proposes to issue or sell (a "**Subsequent Offering**") any new Subordinate Voting Shares or any securities convertible into, or exchangeable or exercisable for, Subordinate Voting Shares (other than any securities specifically excluded pursuant to Section 1.13) (collectively, "**New Securities**"), subject to the receipt of all required approvals of a Governmental Entity (as defined below) and compliance with applicable Laws (as defined below), OceanLink (directly or through an affiliate or a fund managed by it, in which case the provisions of this Agreement relating to the Participation Right shall apply *mutatis mutandis*) shall have the right (the "**Participation Right**") to subscribe for and purchase:

(a) in the case of a Subsequent Offering of Subordinate Voting Shares, up to such number of Subordinate Voting Shares that will allow OceanLink to maintain a percentage ownership interest in the issued and outstanding Subordinate Voting Shares that is the same as the percentage ownership interest (on a non-diluted basis) that OceanLink had immediately prior to the completion of such Subsequent Offering after giving effect to the Subsequent

Offering and on the same terms that such securities are offered for issue or sale to other purchasers; and

(b) in the case of a Subsequent Offering of New Securities other than Subordinate Voting Shares ("**Other Securities**"), up to such number of Other Securities that will (assuming the conversion, exercise or exchange of all Other Securities issuable in connection with the Subsequent Offering and issuable pursuant to the Participation Right) allow OceanLink to maintain a percentage ownership interest in the issued and outstanding Subordinate Voting Shares that is the same as the percentage ownership interest (on a non-diluted basis) that it had immediately prior to the completion of such Subsequent Offering after giving effect to the Subsequent Offering and on the same terms that such securities are offered for issue or sale to other purchasers.

1.09 If the Company proposes to issue or sell New Securities pursuant to a Subsequent Offering giving rise to the Participation Right described in Section 1.08, the Company shall provide OceanLink with written notice (in each case, an "**Offering Notice**") of any such Subsequent Offering at least five (5) business days prior to the intended closing of such Subsequent Offering or such lesser number of business days as the parties shall agree. The Offering Notice shall specify:

(a) the number and description of the New Securities proposed to be issued in the Subsequent Offering (including a description of the rights, privileges, restrictions, terms and conditions of such New Securities);

(b) the proposed price (on a per security basis) payable for the New Securities;

(c) the intended form of the Subsequent Offering (*e.g.*, bought deal, overnight marketed, fully-marketed, private placement, etc.);

(d) the intended closing date for the Subsequent Offering;

(e) the expected use of proceeds of the Subsequent Offering; and

(f) the entitlements of any third party with participation rights, pre-emptive rights or other rights similar to the Participation Right to participate in the Subsequent Offering.

1.10 Within five (5) business days after receiving the Offering Notice from the Company or such lesser number of business days as the parties shall agree (the "**Offer Period**") (provided that such Offer Period shall be reduced to 48 hours in the case of a bought deal financing of the Company), OceanLink shall send written notice to the Company (the "**Subscription Notice**") confirming whether or not OceanLink will be exercising its Participation Right in respect of such Subsequent Offering, which notice, if in the affirmative, shall include the number of New Securities that OceanLink wishes to subscribe for and purchase under the Subsequent Offering. If OceanLink does not provide a Subscription Notice by the end of the Offer Period, then OceanLink shall be deemed not to have exercised its Participation Right and shall not be entitled to participate in such Subsequent Offering pursuant to the terms of this Agreement.

1.11 If the Participation Right in respect of a Subsequent Offering is declined by OceanLink or a Subscription Notice is not delivered by OceanLink to the Company within the Offer Period, the Company shall be free to allocate OceanLink's portion of the Subsequent Offering to other potential investors.

1.12 Once accepted in writing by the Company, each Subscription Notice will constitute a binding agreement by OceanLink or its affiliate (as the case may be) to subscribe for and purchase, and by the Company to issue and sell, on the terms and conditions contained in the Offering Notice and subject to the receipt of all required approvals of any Governmental Entity and compliance with applicable Laws, the number or amount of New Securities set forth in the Subscription Notice provided by OceanLink to the Company. The Company agrees to use commercially reasonable efforts to facilitate OceanLink's exercise of the Participation Right, including using commercially reasonable efforts to: (a) undertake a private placement or directed offering of New Securities to OceanLink as part of such Subsequent Offering, (b) if required, increase the size of the Subsequent Offering, and (c) obtain all approvals reasonable required under applicable Canadian securities Laws (including the approvals of any Governmental Entity).

1.13 OceanLink acknowledges and agrees that the Participation Right shall not apply to any issuance of New Securities:

(a) under an incentive compensation plan of the Company;

(b) under any employment or consulting agreement with a director, officer, employee or service provider of the Company or a subsidiary thereof in connection with the services of such director, officer, employee or service provider of the Company or subsidiary thereof;

(c) upon the exercise or conversion of convertible securities of the Company;

(d) in connection with any merger, business combination, tender offer, exchange offer, take-over bid, reorganization or arrangement;

(e) pursuant to a rights offering, stock split, stock dividend or recapitalization;

(f) pursuant to a shareholder rights plan of the Company;

(g) as a bona fide commission or finder's fee approved by the board of directors of the Company;

(h) pursuant to a pre-emptive or participation right granted by the Company and existing as of the date of this Agreement; or

(i) to OceanLink or an affiliate of OceanLink.

1.14 For the purposes of this Agreement, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

(a) "**Governmental Entity**" means any (i) multinational, federal, national, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, office, Crown corporation, commission, commissioner, board, bureau or agency, domestic or foreign; (ii) subdivision, agent, commission, board or authority of any of the foregoing; or (iii) quasi-governmental or private body, including any tribunal, commission, stock exchange (including the Toronto Stock Exchange), regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; and

(b) "**Law**" or "**Laws**" means all federal, national, provincial, state, municipal, regional and local laws (statutory, common or otherwise), constitutions, treaties, conventions, by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, certificates, ordinances, judgments, injunctions, determinations, awards, decrees, legally binding codes or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or licence or other similar requirement enacted, adopted, promulgated, or applied by any Governmental Entity or self-regulatory authority, and the term "applicable" with respect to such Laws and in a context that refers to one or more persons, means such Laws as are binding upon or applicable to such person or its assets.

1.15 This Agreement will terminate on the date that OceanLink ceases to be entitled to designate an OceanLink Nominee in accordance with the terms hereof.

1.16 The division of this Agreement into Sections is for convenience of reference only and does not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections are to Sections of this Agreement.

1.17 No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

1.18 This Agreement, together with any other agreements entered into between OceanLink and the Company on the date hereof, constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

1.19 If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.

1.20 Neither party may assign this Agreement or any part hereof without the other party's prior written consent.

1.21 This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

1.22 It is understood and agreed that money damages may not be a sufficient remedy for the irreparable harm that could result in the event of any breach or threatened breach of this Agreement by the Company and that OceanLink will be entitled to seek specific performance and injunctive or other relief as a remedy for any such breach or threatened breach. The Company further agrees to waive any requirement for the security or posting of any bond in connection with such remedy. Such remedy or remedies will not be deemed to be the exclusive remedy or remedies for breach or threatened breach of this Agreement but will be in addition to all other remedies available.

1.23 Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and will be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient as follows:

(a) If to OceanLink:

OceanLink Management Ltd.
2 Bloor Street West, Suite 1702
Toronto, Ontario M4W 3E2

Attention: Steven Shen
Email: [Redacted]

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Attention: Vincent Mercier
Email: VMercier@dwpv.com

(b) to the Company at:

Optiva Inc.
2233 Argentia Road, East Tower
Suite 302
Toronto, ON L5N 2X7

Attention: Ashish Joshi
Email: [Redacted]

with a copy (which shall not constitute notice) to:

Voorheis & Co. LLP
Bay Adelaide Centre
333 Bay Street, Suite 810
Toronto, ON M5H 2R2

Attention: Michael D. Woollcombe
Email: mwoollcombe@voorco.com

with a copy (which shall not constitute notice) to:

Bennett Jones LLP
3400 One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Attention: Kris Hanc
Email: hanck@bennettjones.com

or to such other street address, individual or electronic communication number or address as may be designated by notice given by either party to the other. Any demand, notice or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth business day following the deposit thereof in the mail and, if given by electronic communication, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day.

1.24 This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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

1.26 Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first written above.

OCEANLINK MANAGEMENT LTD.

Per: ________________________________

Name:

Title:

OPTIVA INC.

Per: ________________________________

Name:

Title: