

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

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FILER

Myriad Interactive Media, Inc.

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Myriad Interactive Media, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation
or organization)

88-0258277

(I.R.S. Employer Identification No.)

7 Ingram Drive, Suite 128

Toronto, Ontario Canada

(Address of Principal Executive Offices)

M6M 2L7

(Zip Code)

Consulting Agreements

(Full title of the plan)

The Corporation Trust Company, Corporation Trust Center 1209 Orange St, Wilmington,
DE 19801

(Name and address of agent for service)

(888) 648-9366 ex 2

(Telephone number, including area code, of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered ⁽¹⁾	Proposed Maximum Offering Price Per Share ⁽²⁾	Proposed Maximum Aggregate Offering Price ⁽²⁾	Amount of Registration Fee
Common Stock \$0.001 par value	5,000,000 Shares	\$0.01 Per Share	\$50,000	\$6.82

- (1) This registration statement covers common stock issuable pursuant to a Consulting Agreement between the Registrant and Viral Desk, Inc.

- (2) Estimated solely for the purpose of calculating the registration fee. Pursuant to Rule 457(c) under the Securities Act, the proposed maximum offering price per share and the proposed maximum aggregate offering price have been determined on the basis of the average of the bid and asked price as of a specified date within five business days prior to the date of filing the registration statement.

Copies to:
Joe Laxague, Esq.
Cane Clark LLP
3273 E. Warm Springs Rd.
Las Vegas, Nevada 89120

PART I
INFORMATION REQUIRED IN SECTION 10(a) PROSPECTUS

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information.*

* Information required by Part I to be contained in Section 10(a) prospectus is omitted from the Registration Statement in accordance with Rule 428 under the Securities Act of 1933, and Note to Part I of Form S-8.

PART II

Item 3. Incorporation of Documents by Reference.

The following documents filed by the Company with the Securities and Exchange Commission are incorporated by reference into this Registration Statement:

- (1) Annual Report on Form 10-K for the year ended June 30, 2011, filed with the Commission on October 26, 2011.
- (2) Quarterly Report on Form 10-Q for the quarter ended September 30, 2011, filed with the Commission on November 17, 2011.
- (3) Quarterly Report on Form 10-Q for the quarter ended December 31, 2011, filed with the Commission on February 14, 2012.
- (4) Quarterly Report on Form 10-Q for the quarter ended March 31, 2012, filed with the Commission on June 22, 2011.
- (5) Annual Report on Form 10-K for the year ended June 30, 2012, filed with the Commission on October 15, 2012.
- (6) Quarterly Report on Form 10-Q for the quarter ended September 30, 2012, filed with the Commission on November 14, 2012.
- (7) Quarterly Report on Form 10-Q for the quarter ended December 31, 2012, filed with the Commission on February 13, 2013.

All reports and other documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which de-registers all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part of this Registration Statement from the date of the filing of such reports and documents.

Any statement contained in an Incorporated Document shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed Incorporated Document modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not Applicable

Item 5. Interests of Named Experts and Counsel.

No expert or counsel named in this prospectus as having prepared or certified any part of it or as having given an opinion upon the validity of the securities being registered or upon other legal matters in connection with the registration or offering of the common stock was employed on a contingency basis, or had, or is to receive, in connection with the offering, a substantial interest, direct or indirect, in the Company or any of its parents or subsidiaries. Nor was any such person connected with the Company or any of its parents or subsidiaries as a promoter, managing or principal underwriter, voting trustee, director, officer, or employee.

Item 6. Indemnification of Directors and Officers.

Our officers and directors are indemnified as provided by the Delaware General Corporation Law and our articles of incorporation and our bylaws.

Pursuant to our articles of incorporation and our bylaws, we may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, (other than an action by or in the right of us) by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of the company or is or was serving at the request of us as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably believed to be in our best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a pleas of nolo contendere or its equivalent shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in our best interests and, with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful.

Our articles of incorporation and bylaws also provide that we may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of our company or procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of our company or is or was serving at our request as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in our best interests: but no indemnification shall be made in respect to any claim, issue, or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his duty to us unless and only to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court deems proper.

To the extent that a director, officer, employee, fiduciary or agent of a corporation has been successful on the merits in defense of any action, suit, or proceeding referred to in the preceding two paragraphs or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him in connection therewith.

The indemnification provided by the provisions described in this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under our articles of incorporation, the bylaws, agreements, vote of the shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
5.1	Opinion of Cane Clark LLP regarding validity of securities with consent to use
10.1	Consulting Agreement with Viral Desk, Inc.
23.1	Consent of Silberstein Ungar, PLLC, Independent Registered Public Accounting Firm

Item 9. Undertakings.

A. The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) of the Securities Act if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; or

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement; provided, however, that paragraphs (i) and (ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to section 13 or section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

B. The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

C. Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the Delaware General Corporation Law, the Articles of Incorporation of the registrant, the Bylaws of the registrant, indemnification agreements entered into between the registrant and its officers and directors or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant in successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and authorized this registration statement to be signed on its behalf by the undersigned, in Toronto, Ontario, on March 19, 2013.

Myriad Interactive Media, Inc.

By: /s/ Derek Ivany
Derek Ivany
President, Chief Executive Officer,
Principal Executive Officer, Chief Financial Officer, Principal Financial Officer, and Director

By: /s/ Leandro Dumlao
Leandro Dumlao
Director

By: /s/ Hercules Galang
Hercules Galang
Director

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Derek Ivany as his true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto said attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent or any of them, or of their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates stated.

By: /s/ Derek Ivany
Derek Ivany
President, Chief Executive Officer,
Principal Executive Officer, Chief Financial Officer, Principal
Financial Officer, and Director March 19, 2013

By: /s/ Leandro Dumlao
Leandro Dumlao
Director March 19, 2013

By: /s/ Hercules Galang
Hercules Galang
Director March 19, 2013

CANE CLARK LLP

3273 E. Warm Springs
Las Vegas, NV 89120

Kyleen E. Cane*
Joe Laxague
Christopher T. Clark

Bryan R. Clark^
Scott P. Doney

Telephone: 702-312-6255
Facsimile: 702-944-7100
Email: jlaxague@canec Clark.com

March 19, 2013

Myriad Interactive Media, Inc.
7 Ingram Drive Suite 128
Toronto, Ontario M6M 2L7

Re: Myriad Interactive Media, Inc., Registration Statement on Form S-8

Ladies and Gentlemen:

We have acted as counsel for Myriad Interactive Media, Inc., a Delaware corporation (the "Company"), in connection with the preparation of the registration statement on Form S-8 (the "Registration Statement") filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Act"), relating to the registration of 5,000,000 shares of the Company's common stock (the "Shares") pursuant to a Consulting Agreement with Viral Desk, Inc.

In rendering the opinion set forth below, we have reviewed (a) the Registration Statement and the exhibits thereto; (b) the Company's Articles of Incorporation; (c) the Company's Bylaws; (d) certain records of the Company's corporate proceedings as reflected in its minute books, including resolutions of the board of directors approving the Consulting Agreements; (e) the Consulting Agreements; and (f) such statutes, records and other documents as we have deemed relevant. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, and conformity with the originals of all documents submitted to us as copies thereof. In addition, we have made such other examinations of law and fact, as we have deemed relevant in order to form a basis for the opinion hereinafter expressed.

Based upon the foregoing, it is our opinion that the Shares have been duly and validly authorized, and when the Registration Statement has become effective under the Act, such Shares will be legally issued, fully paid and non-assessable shares of the Company's common stock.

Very truly yours,

CANE CLARK LLP

/s/ Joe Laxague
Joe Laxague, Esq.

CONSENT

WE HEREBY CONSENT to the inclusion of our name and use of our opinion in connection with the Form S-8 Registration Statement filed with the Securities and Exchange Commission as counsel for the registrant, Myriad Interactive Media, Inc.

Very truly yours,

/s/ Joe Laxague
CANE CLARK LLP
Joe Laxague, Esq.

Mar 7 2013

Mr. Derek Ivany, CEO
Myriad Interactive Media Inc.
7 Ingram Drive
Suite 128
Toronto, Ontario

Dear Mr. Ivany,

This letter sets forth the basis on which Viral Desk, Inc. an independent contractor ("Viral Desk") is engaged by Myriad Interactive Media Inc. (the "Company") to act as a consultant for ongoing social media management for Myriad-MingleSuite clients, for a one-year period beginning on April 1st 2013.

1. Nature of Services

ViralDesk shall provide the following services:

- (a) Advise the Company with respect to its strategic planning process and business plans including a full comprehensive analysis of markets, positioning, financial models, organization structure, potential strategic alliances and regulatory requirements in the USA
- (b) Assist the Company in business development activities including the introduction of potential new social media clients whom may be interested in using the Mingle Suite technology
- (c) Work closely with the Company's management to develop a set of short-term goals with special focus on selling the Mingle Suite technology
- (d) ViralDesk will assist the Company in identifying companies and partners in the targeted industries, which may include public companies, divisions of public companies, and privately held companies, and after evaluating such companies, assist in contacting these company' s and providing both a demo of the MingleSuite technology as well as manage their daily social media activity.

Specific Services

- (a) Business Development in the USA
 - (b) Social Media Management & Technology Sales
 - (c) Company marketing and positioning strategies
 - (d) Comprehensive market research & reporting
-

2. Compensation for Services

- (a) In consideration for the above described services, the Company agrees to issue to a Network or its designees 5,000,000 common shares of Myriad Interactive Media Inc. registered under SEC Rule S-8 in lieu of cash

3. Indemnity

Each party shall indemnify the other and its partners, officers, directors, and employees against all claims, damages, liability, and litigating expenses (including the expense of investigation and defending such claims) as the same as incurred, relating to or arising out of its activities hereunder, except to the extent that any claims, damages, liability, or expense, if found on a final judgment by a court of law to have resulted from the other's willful misconduct or gross negligence in performing the services described above.

4. Termination

This agreement may be terminated after six months by either party at the end of subsequent calendar month. The terminating party shall give written notice to the other party at least fifteen days prior to such termination. However, all shares issued pursuant to this agreement will remain in effect.

5. Entire Agreement

This agreement sets forth the entire understanding of the parties relating to the subject matter hereof, and supersedes and cancels any prior communications, understanding, and agreements between the parties. This agreement cannot be modified or changed, nor can any of its provisions be waived, except in writing signed by all parties.

6. Governing Law

This agreement shall be governed by the laws of the State of Nevada. The parties hereto agree to submit to the jurisdiction of the Nevada district courts for the determination of any dispute arising this agreement or in any action to enforce the terms hereof.

Please confirm the foregoing is in accordance with your understanding by signing and returning to us the duplicate of this letter.

Accepted and Agreed to:

By: /s/ Derek Ivany
Derek Ivany
Chief Executive Officer
Myriad Interactive Media Inc.

By: /s/ Sergii Petryk

Sergii Petryk
President
Viral Desk, Inc.

By: /s/ Hercules Galang
Hercules Galang
Chief Executive Officer
Myriad Interactive Media Inc.

March 15, 2013

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

Board of Directors
Myriad Interactive Media, Inc.
Toronto, Ontario, Canada

To Whom It May Concern:

Silberstein Ungar, PLLC hereby consents to incorporation by reference in the Form S-8, Registration Report under the Securities Act of 1933, filed by Myriad Interactive Media, Inc. of our report dated September 27, 2012, relating to the financial statements of Myriad Interactive Media, Inc. as of and for the years ending June 30, 2012 and 2011 and the period from inception through June 30, 2012.

Sincerely,

/s/ Silberstein Ungar, PLLC

Silberstein Ungar, PLLC