AXIOLOGIX, INC.

A Nevada Corporation Listed on the OTC Pink Market

Current Trading Symbol: AXLX.PK

Quarterly Report

For the Three and Nine Months Ended February 29, 2016

Including Financial Statements and Disclosures

Prescribed by OTC Pink Market for

Alternative Reporting Standards.

Filed on April 20, 2016

1) Name of the issuer and its predecessors (if any)

In answering this item, please also provide any names used by predecessor entities in the past five years and the dates of the name changes.

Axiologix, Inc. (6/6/2012 – present)
Axiologix Education Corporation (1/17/2012 – 6/5/2012)
VOIP ACQ, INC. (10/5/2011 – 1/17/2012)

2) Address of the issuer's principal executive offices

Company Headquarters:
5348 Vegas Drive
Las Vegas, NV 89108
Telephone: 913-815-1557
Facsimile:
Website: www.axiologix.net

Investor Relations: vbrowne@axiologix.net
5348 Vegas Drive
Las Vegas, NV 89108
Telephone:
Facsimile:
Website: www.axiologix.net

3) Security Information

Trading Symbol: AXLX.PK
Exact title and class of securities outstanding:

Common Stock:
CUSIP: 05462T304
Par or Stated Value: $0.0001
Total shares authorized: 250,000,000 as of: February 29, 2016
Total shares outstanding: 45,047,948 as of: February 29, 2016

Preferred Stock:
Par or Stated Value: $0.001
Total shares authorized: 10,000,000 as of: February 29, 2016
Total shares outstanding: 964,055 as of: February 29, 2016
Consisting of:
Series A: 500,000
Series B: 400,000
Series C: 34
Series D: 64,021

Transfer Agent
American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, NY 11219
Telephone: 718-921-8293

Is the Transfer Agent registered under the Exchange Act?* **Yes:** X

*To be included in the OTC Pink Current Information tier, the transfer agent must be registered under the Exchange Act.

List any restrictions on the transfer of security:

None

Describe any trading suspension orders issued by the SEC in the past 12 months.

None

4) Issuance History

The following events resulted in changes in total shares outstanding by the issuer in the past two year period ending on the last day of the issuer's most recent fiscal quarter:

During the nine months ended February 29, 2016, the Company did not issue or cancel any shares of common or preferred stock.

During the twelve months ended May 31, 2015, the Company issued a total of 38,687,726 shares of common stock. Of this amount, 10,000,000 shares of restricted common stock were issued to two outside consultants in exchange for services rendered; 8,000,000 shares of restricted common stock were issued to a trustee on behalf of the shareholders of iWorld Services as part of a settlement agreement; 9,240,000 shares of unrestricted common stock were issued to IBC in exchange for the partial settlement of a total of $139,391 of debt under SEC Rule 3(a)10; 700,000 shares of unrestricted common stock were issued to Ironridge in exchange for the partial settlement of an approximate total of $802,000 worth of debt under SEC Rule 3(a)10; 6,263,000 shares of unrestricted common stock were issued to three convertible note holders, reducing our principal debt obligation by $20,951; and 1,000,000 shares of restricted common stock were issued to a third party in exchange for a $100,000 investment.

Additionally, during the twelve months ended May 31, 2015, 184,000 shares of Series D Convertible Preferred Stock were cancelled and the remaining 66,000 Series D Preferred Shares were assigned to other third parties as part of a settlement, 1,979 of which were converted into 1,979,458 shares of common stock. Finally, the Company also issued warrants to purchase up to 1,000,000 shares of common stock at $0.10 per share, having a term of 1 year, and warrants to purchase up to 766,667 shares of common stock at $0.60 per share and also having a 1 year term.

During the twelve months ended May 31, 2014, the Company issued a total of 6,886,380 shares of common stock. Of this amount, 2,530,100 shares of restricted common stock were issued in exchange for services rendered; 1,980,000 shares of unrestricted common stock were issued in exchange for the partial settlement of debts under SEC Rule 3(a)10; 1,267,000 shares were issued pursuant to a cash investment, and the balance, or 1,109,280 shares of unrestricted common stock were issued pursuant to the conversion of $187,764 worth of convertible promissory notes. Additionally, the Company issued 10 shares of Series C Convertible Preferred Stock to an accredited investor in exchange for cash and 250,000 shares of Series D Convertible Preferred Stock. Also, 1,000,000 shares of restricted common stock (and warrants to purchase up to 1,000,000 shares of common stock at $0.10 per share and having

a term of 1 year) are issuable to an accredited investor in exchange for an investment of $100,000 that closed in May of 2014. An additional 1,994,900 shares of restricted common stock are also issuable in exchange for services rendered, and 300,000 shares of common stock were returned by VOIP ACQ in exchange for amended terms to its Series A Convertible Preferred Stock. Additionally, $10,000 worth of new convertible promissory notes were issued in exchange for cash, with conversion prices of approximately 50% discount to the Market Price of the Company's common stock.

Each of the above securities offerings or transactions was made by officers and directors of the issuer and was not a registered offering. The offerings relied upon an exemption under Regulation S or Rule 4(2) of the Securities Act of 1933, as amended. The shares in these offerings or transactions were restricted (i.e., not freely tradable), where indicated above; and the certificates evidencing such shares contained a legend (1) stating that the shares have not been registered under the Securities Act of 1933, as amended, and (2) setting forth or referring to the restrictions on transferability and sale of the shares under the Securities Act of 1933, as amended.

5) Financial Statements

Provide the financial statements described below for the most recent fiscal year end or quarter end to maintain qualification for the OTC Pink Current Information tier. For the initial disclosure statement (qualifying for Current Information for the first time) please provide reports for the two previous fiscal years and any interim periods.

A. Balance sheet;
B. Statement of income;
C. Statement of cash flows;
D. Financial notes; and
E. Audit letter, if audited

The financial statements requested pursuant to this item shall be prepared in accordance with US GAAP by persons with sufficient financial skills.

The Company's unaudited financial statements for its three and nine months ended February 29, 2016 and 2015 are attached hereto and incorporated herein as part of the Company's Quarterly Company Information and Disclosure Statement and filed herewith at the end of this Report. They are prepared by Company management who, via qualifications and prior direct business experience, has sufficient financial skills.

6) Describe the Issuer's Business, Products and Services

Describe the issuer's business so a potential investor can clearly understand the company. In answering this item, please include the following:

A. a description of the issuer's business operations;

Axiologix is a technology holding and investment company focused primarily in International Mobile Payments and wholesale telecoms markets. Through its subsidiaries and associate companies, and with payment and technology partner organizations, it delivers mobile payment solutions to end users globally. The Company generates income from a revenue share of every transaction that customers make to purchase services and content offered by its telecom partners using its proprietary technology platforms.

B. Date and State (or Jurisdiction) of Incorporation:

Axiologix, Inc. (previously named Axiologix Education Corporation) ("AXLX") was originally incorporated under the laws of the State of Nevada on April 29, 2009.

VOIP ACQ, INC. ("VOIP") was originally incorporated under the laws of Delaware on October 5, 2011.

On January 17, 2012, AXLX acquired substantially all of the assets and liabilities of VOIP in exchange for a total of 1,150,000,000 shares of AXLX's restricted common stock pursuant to a definitive Contribution Agreement dated November 30, 2011 by and among AXLX and VOIP (the "Contribution Agreement"). Although AXLX is the legal acquirer, for accounting purposes VOIP is the accounting acquirer and the transaction was accounted for as a reverse merger.

C. the issuer's primary and secondary SIC Codes;

- Primary SIC # 4813 and 7372
- Secondary SIC #4813-02

D. the issuer's fiscal year end date;

May 31st

E. principal products or services, and their markets;

- Mobile Payments and International Remittance

7) Describe the Issuer's Facilities

The goal of this section is to provide a potential investor with a clear understanding of all assets, properties or facilities owned, used or leased by the issuer.

In responding to this item, please clearly describe the assets, properties or facilities of the issuer, give the location of the principal plants and other property of the issuer and describe the condition of the properties. If the issuer does not have complete ownership or control of the property (for example, if others also own the property or if there is a mortgage on the property), describe the limitations on the ownership.

If the issuer leases any assets, properties or facilities, clearly describe them as above and the terms of their leases.

The Company leases office space for its headquarters on a yearly basis, with annual renewal options. The office is currently located at 5348 Vegas Drive, Las Vegas, NV 89108.

8) Officers, Directors, and Control Persons

The goal of this section is to provide an investor with a clear understanding of the identity of all the persons or entities that are involved in managing, controlling or advising the operations, business development and disclosure of the issuer, as well as the identity of any significant shareholders.

A. Names of Officers, Directors, and Control Persons. In responding to this item, please provide the names of each of the issuer's executive officers, directors, general partners and control persons (control persons are beneficial owners of more than five percent (5%) of any class of the issuer's equity securities), **as of the date of this information statement**.

Chief Executive Officer, President and Director:	**Andrew S. Austin**
CFO, Corporate Secretary and Chairman:	**Vincent Browne**
Control Persons:	**Darjon Investments, Ltd.**
	Ironridge Global IV, Ltd.
	Stirk, Lamont & Associates Ltd.

Vincent Browne, *Chief Financial Officer, Corporate Secretary and Chairman of the Board of Directors, age 46.*

Mr. Browne became Chief Financial Officer, Corporate Secretary and Chairman of the Board of AXLX on January 17, 2012. Mr. Browne was also Chief Executive Officer of AXLX but resigned from that position on April 15, 2016. Mr. Browne is also currently Chief Financial Officer and a member of the Board of Directors of Power Clouds Inc. (formerly World Assurance Group, Inc.). Mr. Browne is also currently Chairman of the Board, Corporate Secretary and acting Chief Financial Officer for Flint Telecom Group, Inc. ("Flint") and has served in that capacity since October 2008. Mr. Browne has over 20 years experience in the ICT sector. During this time he has served at senior management levels in large multinationals and public companies. Prior to founding Flint, Mr. Browne was Head of Procurement with Esat Telecom Group, Ireland's leading competitive operator and quoted on NASDAQ. In this position, Mr. Browne managed annual expenditure in excess of $250 million and also managed the Carrier Services division with responsibility for unit profitability as well as supporting retail sales and subscriber acquisition programs. Esat Telecom was purchased by British Telecom in June 2000. Prior to that, Mr. Browne was with Siemens in Ireland managing the Products Business Segment with annual revenues in excess of $50 million and 8 years of profitability. He holds a Bachelor of Commerce degree from University College Dublin and is a regular contributor in commercialization of research and technology projects with the Technology and Enterprise Campus at Trinity College Dublin.

B. Legal/Disciplinary History. Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

No

2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

No

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or

No

4.The entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited such person's involvement in any type of business or securities activities.

No

C. Beneficial Shareholders. Provide a list of the name, address and shareholdings or the percentage of shares owned by all persons beneficially owning more than ten percent (10%) of any class of the issuer's equity securities. If any of the beneficial shareholders are corporate shareholders, provide the name and address of the person(s) owning or controlling such corporate shareholders and the resident agents of the corporate shareholders.

Darjon Investments, Ltd.: 60% Beneficial Shareholder of Issuer
Address: 4 Cubes 1, Beacon South Quarter, Sandyford, Dublin 18, Ireland.
Vincent Browne: holds dispositive voting and investment control of Darjon indirectly through his spouse.
Address: c/o 4 Cubes 1, Beacon South Quarter, Sandyford, Dublin 18, Ireland.

Stirk, Lamont & Associates Ltd.: 43.7% Beneficial Shareholder of Issuer
Address: The Innovation Centre, Northern Ireland Science Park, Queen's Road, Belfast Northern Ireland

Andrew S. Austin: 43.7% Beneficial Shareholder of Issuer
Address: 3990 Old Towne Ave., Suite A-106, San Diego, CA 92110

9) Third Party Providers

Please provide the name, address, telephone number, and email address of each of the following outside providers that advise your company on matters relating to operations, business development and disclosure:

Accountant or Auditor
Firm: None.

Other Advisor: Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure statement.

Name: Taliesin Durant
Firm: DART Business Services, LLC
Address 1: 16192 Coastal Highway
Address 2: Lewes, DE 19958
Email: tali@dart-services.com

10) Issuer Certification

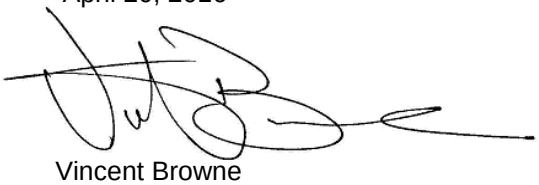
I, Vincent Browne, certify that:

1. I have reviewed this Quarterly Report of Axiologix, Inc.;

2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

April 20, 2016



Vincent Browne

Chairman and Chief Financial Officer

AXIOLOGIX, INC. & SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

AS OF AND FOR THE THREE AND NINE MONTHS

ENDED FEBRUARY 29, 2016

AXIOLOGIX, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
Prepared by Management
(Unaudited)

	February 29, 2016	May 31, 2015
ASSETS		
Current Assets		
Total cash and cash equivalents	$ 2,345	$ 111
Trade receivables	12,634	-
Receivable from sale of Axiologix Ireland assets	-	60,000
Current Assets	14,979	60,111
Equipment and IP (Net)	-	151,700
Total Assets	$14,979	$211,811
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Payables within 1 year		
Accounts payable and accrued liabilities	2,623,022	2,532,929
Accrued interest payable	186,169	127,613
Convertible notes payable, third party - net of discount	155,572	155,572
Notes Payable - third parties	189,442	189,441
Notes Payable - related parties	30,288	30,288
Series C Preferred dividends payable	161,457	116,583
Stock Payable	1,175,096	1,175,096
Secured Revolving Credit Facility	2,150,000	1,999,385
Series B Redeemable Preferred shares	400,000	400,000
Total Liabilities	7,071,045	6,726,908
Payables after 1 year		
Loan Notes Issued to IWS shareholders	-	-
Temporary Equity		
Series D Convertible Preference Shares	640,210	640,210
Stockholders' Equity		
Series A Convertible preferred shares	10,000	10,000
Series C Convertible preferred shares	340,000	340,000
Common stock issuable	199,490	199,490
Common stock, $0.0001 par value; 250,000,000 shares authorized, 45,047,948 and 45,047,948 shares issued and outstanding, as of February 29, 2016 and May 31, 2015, respectively	4,504	4,504
Additional paid in capital	4,108,380	8,713,760
Other Comprehensive Income / (Loss)	(2)	(2)
Accumulated deficit	(12,358,649)	(16,423,060)
Total Stockholders' Equity / (Deficit)	(7,696,276)	(7,155,308)
Total Liabilities and Stockholders' Deficit	$14,979	$211,810

See accompanying notes to the consolidated financial statements.

AXIOLOGIX, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
Prepared by Management
(Unaudited)

	For the Three Months Ended		For the Nine Months Ended	
	February 29, 2016	**February 28, 2015**	**February 29, 2016**	**February 28, 2015**
Revenues	$112,564	$-	$277,088	$340,405
Cost of revenues	(90,002)	-	(234,533)	(319,600)
Gross profit (loss)	22,562	-	42,555	20,805
Operating expenses				
Sales and general administrative	6,000	25,000	41,625	302,409
Operating income (loss) from continuing operations	16,562	(25,000)	930	(281,604)
Discontinued operations:				
Loss from discontinued operations	-	-	-	(324,425)
Other (income) expense				
Interest expense	7,501	78,621	309,171	284,891
Change in free market value of derivative liabilities	-	(163,012)	-	(159,119)
Gain on liquidation of Axiologix Ireland	-	-	-	(196,286)
Gain on settlement with iWorld shareholders	-	-	-	(4,256,040)
Impairment of fixed assets - iWorld	-	-	-	2,646,627
Loss on sale of fixed asset	-	-	51,700	-
Impairment of investments - iWorld	-	-	-	-
Net income (loss)	**$9,061**	**$59,391**	**$(359,941)**	**$1,722,748**
Series C preferred shares dividends	$(11,409)	$(12,758)	$(44,874)	$(33,465)
Net income (loss) attributable to common stockholders	**$(2,347)**	**$46,633**	**$(404,814)**	**$1,689,283**
Net profit per share - basic and diluted	**($0.00)**	**$0.00**	**($0.01)**	**$0.11**
Weighted average shares outstanding				
Basic and diluted	**45,047,948**	**44,199,383**	**45,047,948**	**24,543,906**

See accompanying notes to the consolidated financial statements.

AXIOLOGIX, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)
AND OTHER COMPREHENSIVE LOSS
Prepared by Management
(Unaudited)

	Preferred stock		Common stock		Common stock issuable		Additional paid-in capital	AOCI	Accum. deficit	TOTAL
	Shares	Amount	Shares	Amount	Shares	Amount				
Balances at May 31, 2014	**500,034**	**$350,000**	**6,360,222**	**$636**	**4,500,000**	**$450,000**	**$7,820,006**	**$3,565**	**$(17,983,806)**	**$(9,359,599)**
Conversion of debt and other payables			6,263,168	626			21,706			$22,332
Stock issued to Ironridge Global IV			700,000	70			21,490			$21,560
Series C Preferred Dividends							(29,663)			$(29,663)
Issuance of common stock for services			10,000,000	1,000			154,500			$155,500
Stock issued to IBC Funds (3A(10) Settlement)			9,240,000	924			94,858			$95,782
Series D Preference Shares converted			1,979,458	198			19,592			$19,790
Settlement of derivatives to APIC							-			$-
Common shares issued in settlement with iWorld Services			8,000,000	800			151,200			$152,000
Stock Issuable issued			2,505,100	250	(2,505,100)	(250,510)	250,260			$-
Foreign exchange translations								(3,565)		$(3,565)
Net income / (loss) for the period									1,560,744	$1,560,744
Balances at May 31, 2015	**500,034**	**$350,000**	**45,047,948**	**$4,504**	**1,994,900**	**$199,490**	**$8,503,949**	**$-**	**$(16,423,062)**	**$(7,365,119)**
Reclassify deficit to APIC							(4,424,352)		4,424,352	$-
Series C Preferred Dividends							(44,874)			$(44,874)
Stock compensation costs							73,656			$73,656
Net income / (loss) for the period									(359,941)	$(359,941)
Balances at February 29, 2016	**500,034**	**$350,000**	**45,047,948**	**$4,504**	**1,994,900**	**$199,490**	**$4,108,380**	**$-**	**$(12,358,651)**	**$(7,696,277)**

See accompanying notes to consolidated financial statements.

AXIOLOGIX, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOW
Prepared by Management
(Unaudited)

	February 29, 2016	February 28, 2015
Cash Flows from Operating Activities:		
Net profit (loss)	$(359,941)	$1,722,748
(Profit) loss from discontinued operations	31,700	$(196,286)
Adjustments to reconcile net loss to net cash used in operations		
Amortization of debt discount	250,615	169,024
Change in embedded derivative liability	-	(170,805)
Change in fair value of stock payable	-	302,100
Gain on settlement with iWorld shareholders	-	(4,256,040)
Impairment of Intangbile Assets - iWorld	-	2,646,627
Common stock issued for services	-	155,500
Changes in assets and liabilities, net of acquisition and disposals:		
Accounts receivable and prepaid expenses	47,365	42,255
Accounts payable, accrued liabilities & accrued interest	12,494	310,069
Deferred revenue	-	(118,390)
Net cash generated (used) from operating activities	**(17,767)**	**606,802**
Cash receievd for sale of asset	20,000	
Net cash used in investing activities	**20,000**	**-**
Cash Flows From Financing Activities:		
Proceeds from sale of debt	-	22,227
Proceeds received from related parties	-	10,500
Principal payments on line of credit with TCA	-	(614,058)
Principal payments on debt	-	(38,436)
Net cash provided (used) by financing activities	**-**	**(619,767)**
Cash Flows From Foreign Currency Activities:		
Exchange gain (loss) on translation of foreign assets	-	(3,562)
Net cash provided by (used in) foreign currency activities	**-**	**(3,562)**
Net increase (decrease) in cash and cash equivalents	2,234	(16,527)
Cash and cash equivalents, beginning of the period	111	66,137
Cash and cash equivalents, end of the period	**$ 2,345**	**$ 49,610**
SUPPLEMENTAL CASH FLOW DISCLOSURE:		
Cash paid for interest	$ -	$ 93,722
Cash paid for taxes	$ -	$ -

See accompanying notes to consolidated financial statements.

AXIOLOGIX, INC. & SUBSIDIARIES
NOTES TO FINANCIAL STATEMENTS
Prepared by Management
(Unaudited)

NOTE 1 – ORGANIZATION AND BUSINESS OPERATIONS

Axiologix, Inc. ("AXLX", "We" or the "Company") is incorporated under the laws of Nevada, USA. We were originally incorporated on October 5, 2011 in Delaware as VOIP ACQ, INC.

On December 5, 2011, the Company acquired substantially all of the assets and liabilities of VOIP ACQ, Inc. ("VOIP") in exchange for a total of 575,000 shares of our restricted common stock (the "Shares") pursuant to a definitive Contribution Agreement dated November 30, 2011 among AXLX and VOIP (the "Contribution Agreement"). VOIP has a number of agreements to acquire part or all of the issued share capital of a number of potential acquisitions in the VoIP and Cloud Services markets. Although AXLX is the legal acquirer, for accounting purposes VOIP is the accounting acquirer. The pre-existing educational software and on-line services operations were housed in a wholly owned subsidiary, Axiologix Holdings Inc., and were subsequently sold in May of 2012.

Effective September 14, 2012 we changed our name to Axiologix, Inc.

Following completion of the reverse merger with VOIP, Axiologix has focused on Cloud technologies and services beyond the education market. As part of this new strategy, on March 5, 2012 the Company consolidated a cloud services company in Ireland, Prime Carrier, which was an entity under common control with VOIP at the time of acquisition. A key area of the new strategy is to build a U.S. nationwide provider of VoIP (Voice over Internet Protocol) telecom and data services, currently the largest Cloud services market globally. This entity has been consolidated since inception due to it being under common control with VOIP in line with ASC 805.

In November of 2012, the Company incorporated a new wholly owned subsidiary in Delaware, named AxioComm, Inc. AxioComm was formed to partner with strategic partners in order to offer retail hosted IP Voice, data and cloud services to small and medium sized business customers using strategic partner relationships.

On April 24, 2014 we affected a 1-for-2,000 reverse stock split of our issued and outstanding common stock.

As of and for the nine months ended February 29, 2016, we operated our business through two wholly-owned subsidiaries, AxioComm, Inc. and iWorld Services for varying periods throughout the year. Axiologix Limited was liquidated in November 2014 and all trading results for the period from June 1, 2015 up to liquidation have been recorded as "Profit from discontinued activities" in the comparative income statement.

Subsequently, in March of 2016, AXLX incorporated a new wholly owned subsidiary in Delaware, named SLA Digital, Inc. ("Sub"). Sub entered into a definitive Asset Purchase Agreement on March 7, 2016 with Stirk, Lamont & Associates Ltd. (See Subsequent Events FN for more details).

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying financial statements have been prepared by the Company without audit. In the opinion of management, all adjustments (which include only normal recurring adjustments) necessary to present fairly the

financial position, results of operations, and cash flows at February 29, 2016, and for all periods presented herein, have been made.

Basis of presentation
The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Reclassification
Certain amounts from prior periods have been reclassified to conform to the current period presentation. There is no effect on net loss, cash flows or stockholders' deficit as a result of these reclassifications.

Use of estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make certain estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Estimates are adjusted to reflect actual experience when necessary. Significant estimates and assumptions affect many items in the financial statements. These include estimates of fair value of common stock and related impact to stock-based compensation. Actual results may differ from those estimates and assumptions, and such results may affect income, financial position or cash flows.

Cash and cash equivalents
The Company considers all highly liquid instruments purchased with maturity of three months or less to be cash equivalents. There were no cash equivalents at February 29, 2016. The Company minimizes its credit risk associated with cash by periodically evaluating the credit quality of its primary financial institution. The balance at times may exceed federally insured limits. At February 29, 2016 the balance did not exceed the federally insured limit.

Risks and Uncertainties
The Company's operations are subject to significant risk and uncertainties including financial, operational, technological, and regulatory risks including the potential risk of business failure. Also see Note 3 regarding going concern matters.

Derivative Financial Instruments
In accordance with Statement of Financial Accounting Standard ASC 820- 10-35-37 "*Fair Value in Financial Instruments"* and ASC 815 "*Accounting for Derivative Instruments and Hedging Activities",* all derivatives have been recorded on the balance sheet at fair value based on the lattice model calculation. These derivatives, including embedded derivatives in the Company's warrants, and its Convertible Notes issued in 2012, 2013, and 2014, which have reset provisions to the exercise price and conversion price if the Company issues equity or other notes at a price less than the exercise price set forth in such warrants and notes, are separately valued and accounted for on the Company's balance sheet. Fair values for exchange traded securities and derivatives are based on quoted market prices. Where market prices are not readily available, fair values are determined using market based pricing models incorporating readily observable market data and requiring judgment and estimates.

Lattice Valuation Model
The Company valued the warrants and conversion features in their convertible notes using a lattice valuation model, with the assistance of a valuation consultant. The lattice model values these instruments based on a probability weighted discounted cash flow model. The Company uses the model to develop a set of potential scenarios. Probabilities of each scenario occurring during the remaining term of the instruments are determined based on management's projections and the expert's calculations. These probabilities are used to create a cash flow projection over the term of the instruments and determine the probability that the projected cash flow will be achieved. A discounted weighted average cash flow for each scenario is then calculated and compared to the discounted cash flow of the instruments without the compound embedded derivative in order to determine a value for the compound embedded derivative.

Fair Value of Financial Instruments
The Company's financial instruments consist of cash and cash equivalents, accounts receivable, inventory, accounts payable and accrued liabilities. The estimated fair value of cash, accounts receivable, accounts payable and accrued liabilities approximate their carrying amounts due to the short-term nature of these instruments. None of these instruments are held for trading purposes.

The Company utilizes various types of financing to fund its business needs, including convertible debt with warrants attached. The Company reviews its warrants and conversion features of securities issued as to whether they are freestanding or contain an embedded derivative and, if so, whether they are classified as a liability at each reporting period until the amount is settled and reclassified into equity with changes in fair value recognized in current earnings. At February 29, 2016 and 205, the Company had warrants to purchase common stock, the fair values of which are classified as a liability.

Inputs used in the valuation to derive fair value are classified based on a fair value hierarchy which distinguishes between assumptions based on market data (observable inputs) and an entity's own assumptions (unobservable inputs).

The hierarchy consists of three levels:
- Level one — Quoted market prices in active markets for identical assets or liabilities;
- Level two — Inputs other than level one inputs that are either directly or indirectly observable; and
-Level three — Unobservable inputs developed using estimates and assumptions, which are developed by the reporting entity and reflect those assumptions that a market participant would use.

Determining which category an asset or liability falls within the hierarchy requires significant judgment. The Company evaluates its hierarchy disclosures each quarter. The Company's only asset or liability measured at fair value on a recurring basis is its derivative liability associated with warrants to purchase common stock and preferred stock.

Loss per share
In accordance with accounting guidance now codified as FASB ASC Topic 260, *"Earnings per Share,"* basic earnings (loss) per share is computed by dividing net income (loss) by weighted average number of shares of common stock outstanding during each period. Diluted earnings (loss) per share is computed by dividing net income (loss) by the weighted average number of shares of common stock, common stock equivalents and potentially dilutive securities outstanding during the period.

Since the Company reflected a net loss for the nine month periods ended February 29, 2016 and 2015, the effect of considering any common stock equivalents, if outstanding, would have been anti-dilutive. A separate computation of diluted earnings (loss) per share is not presented.

	For the Three Months Ended		For the Nine Months Ended	
	February 28, 2016	**February 28, 2015**	**February 28, 2016**	**February 28, 2015**
Net loss attributable to common stockholders	$(2,347)	$46,633	$(404,814)	$1,689,283
Net loss per share – basic and diluted	($0.00)	$0.00	($0.01)	$0.11
Weighted average number of shares outstanding – basic and diluted	45,047,948	15,514,683	45,047,948	15,514,683

Warrants to purchase an aggregate of up to 11,250 shares of restricted common stock at $12.00 per share, having a five year term, standard anti-dilution and a cashless exercise provision were issued on July 31, 2012. The exercise price of these warrants was reduced to $0.10 per share on November 21, 2013, and 225,000 additional warrants were issued, also at an exercise price of $0.10 per share. Additionally, warrants to purchase up to 250,000 shares of common stock at $4.00 per share were issued in January of 2012. Warrants to purchase up to 1,000,000 shares of common stock at $0.10 per share and up to 666,667 shares of common stock at $0.60 per share were issued on May 9, 2014, but expired on May 9, 2015.

No warrants have been exercised as of February 29, 2016.

Share Based Payments
All forms of share-based payments, including stock option grants, restricted stock grants and stock appreciation rights, are measured at their fair value on the awards' grant date, and based on the estimated number of awards that are ultimately expected to vest. Share-based payment awards issued to non-employees for services rendered are recorded at either the fair value of the services rendered or the fair value of the share-based payment, whichever is more readily determinable. The expense resulting from share-based payments are recorded as non-cash stock based compensation, which is an operating expense.

Beneficial conversion features
From time to time, the Company may issue convertible notes that may contain an imbedded beneficial conversion feature. A beneficial conversion feature exists on the date a convertible note is issued when the fair value of the underlying common stock to which the note is convertible into is in excess of the remaining unallocated proceeds of the note after first considering the allocation of a portion of the note proceeds to the fair value of the warrants, if related warrants have been granted. The intrinsic value of the beneficial conversion feature is recorded as a debt discount with a corresponding amount to additional paid in capital. The debt discount is amortized to interest expense over the life of the note using the effective interest method.

Impairment of Long-Lived Assets
The Company has adopted Accounting Standards Codification subtopic 360-10, Property, Plant and Equipment ("ASC 360-10"). ASC 360-10 requires that long-lived assets and certain identifiable intangibles held and used by the Company be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company evaluates its long-lived assets for impairment annually or more often if events and circumstances warrant. Events relating to recoverability may include significant unfavorable changes in business conditions, recurring losses or a forecasted inability to achieve break-even operating results over an extended period. The Company evaluates the recoverability of long-lived assets based upon forecasted undiscounted cash flows. Should impairment in value be indicated, the carrying value of long-lived assets will be adjusted, based on estimates of future discounted cash flows resulting from the use and ultimate disposition of the asset. ASC 360-10 also requires assets to be disposed of be reported at the lower of the carrying amount or the fair value less costs to sell.

Revenue Recognition
The Company recognizes revenue in accordance with accounting principles generally accepted in the United States of America. Net revenue is derived from the sale of products and services to third parties and any intercompany sales in the period are eliminated on consolidation. The Company generally recognizes revenue when persuasive evidence of a sales arrangement exists, delivery has occurred or services are rendered and the sales price or fee is fixed or determinable and collectability is reasonably assured.

Prepaid Expenses
The Company has capitalized any pre-payments pursuant to consulting agreements and deferred financing costs. The prepaid expenses and financing costs are amortized over the term of the consulting agreements or in line with the specific performance milestones within the agreements.

Property and Equipment
Property and equipment are stated at cost. The Company amortizes the cost of property and equipment Straight line over the estimated useful lives indicated below:

Computer equipment	straight-line basis - 3 years
Furniture and equipment	straight-line basis - 5 years
Acquired IP and software	straight-line basis - 8 years

Intangible Assets
Intangible assets are amortized using the straight-line method over their estimated period of benefit of fifteen years. We evaluate the recoverability of intangible assets periodically and take into account events or circumstances that

warrant revised estimates of useful lives or that indicate that impairment exists. All of our intangible assets are subject to amortization.

Goodwill
The Company evaluates the carrying value of goodwill during the fourth quarter of each year and between annual evaluations if events occur or circumstances change that would more likely than not reduce the fair value of the reporting unit below its carrying amount. Such circumstances could include, but are not limited to (1) a significant adverse change in legal factors or in business climate, (2) unanticipated competition, or (3) an adverse action or assessment by a regulator. When evaluating whether goodwill is impaired, the Company compares the fair value of the reporting unit to which the goodwill is assigned to the reporting unit's carrying amount, including goodwill. The fair value of the reporting unit is estimated using a combination of the income, or discounted cash flows, approach and the market approach, which utilizes comparable companies' data. If the carrying amount of a reporting unit exceeds its fair value, then the amount of the impairment loss must be measured. The impairment loss would be calculated by comparing the implied fair value of reporting unit goodwill to its carrying amount. In calculating the implied fair value of reporting unit goodwill, the fair value of the reporting unit is allocated to all of the other assets and liabilities of that unit based on their fair values. The excess of the fair value of a reporting unit over the amount assigned to its other assets and liabilities is the implied fair value of goodwill. An impairment loss would be recognized when the carrying amount of goodwill exceeds its implied fair value.

The Company recorded no Goodwill as at February 29, 2016 and 2015.

Income Taxes
The Company recognizes deferred tax assets and liabilities based on differences between the financial reporting and tax bases of assets and liabilities using the enacted tax rates and laws that are expected to be in effect when the differences are expected to be recovered. The Company provides a valuation allowance for deferred tax assets for which it does not consider realization of such assets to be more likely than not.

NOTE 3 – GOING CONCERN

As reflected in the accompanying financial statements, the Company has a net loss of $359,941 and net income of $1,722,748 for the nine month periods ended February 29, 2016 and 2015, respectively. Net cash used in operations was $17,767 for the nine months ended February 29, 2016 and net cash generated from operations was $606,802 for the nine months ended February 29, 2015. The Company had a working capital deficit of $7,056,066 and a stockholders' deficit of $7,696,276 at February 29, 2016. At February 29, 2016 the company had $2,345 in cash.

As a result, the accompanying financial statements do not include any adjustments related to recoverability and classification of asset carrying amounts or the amount and classification of liabilities that might result should the company be unable to continue as a going concern.

The Company plans to seek additional funds to finance its immediate and long-term operations and business plan through debt and/or equity financing. The successful outcome of future financing activities cannot be determined at this time and there is no assurance that if achieved, the Company will have sufficient funds to execute its intended business plan.

Ultimately, the company's ability to continue as a going concern is dependent upon its ability to attract new sources of capital, complete planned acquisitions and exploit the mobile payments markets in order to attain a reasonable threshold of operating efficiency and achieve sustained profitable operations.

NOTE 4 – FAIR VALUE DERIVATIVE LIABILITIES

The Company has categorized its assets and liabilities recorded at fair value based upon the fair value hierarchy specified by GAAP. All assets and liabilities are recorded at historical cost that approximates fair value, and therefore, no items were valued according to these inputs.

The levels of fair value hierarchy are as follows:

- Level 1 inputs utilize unadjusted quoted prices in active markets for identical assets or liabilities that the Company has the ability to access;
- Level 2 inputs utilize other-than-quoted prices that are observable, either directly or indirectly. Level 2 inputs include quoted prices for similar assets and liabilities in active markets, and inputs such as interest rates and yield curves that are observable at commonly quoted intervals; and
- Level 3 inputs are unobservable and are typically based on our own assumptions, including situations where there is little, if any, market activity.

In certain cases, the inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the Company categorizes such financial asset or liability based on the lowest level input that is significant to the fair value measurement in its entirety. Our assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability.

Both observable and unobservable inputs may be used to determine the fair value of positions that are classified within the Level 3 category. All assets and liabilities are at cost, which approximates fair value and there are not items that were required to be valued on a non-recurring basis.

The Company evaluated the conversion feature embedded in the convertible notes to determine if such conversion feature should be bifurcated from its host instrument and accounted for as a freestanding derivative. Due to the note not meeting the definition of a conventional debt instrument because it contained a diluted issuance provision and variable conversion price subject to market prices, the convertible notes were accounted for in accordance with ASC 815. According to ASC 815, the derivatives associated with the convertible notes were recognized as a discount to the debt instrument, and the discount is being amortized over the life of the note and any excess of the derivative value over the note payable value is recognized as additional interest expense at issuance date. The Company also evaluated all common stock equivalents to determine if these instruments were tainted due to the embedded derivative. Further, and in accordance with ASC 815, the embedded derivatives are revalued at each balance sheet date and marked to fair value with the corresponding adjustment as a "gain or loss on change in fair value of derivatives" in the statement of operations.

As of February 29, 2016 the fair value of the embedded derivatives included on the accompanying balance sheet was $0. During the nine months ended February 29, 2016, the Company recognized no gain or loss for changes in fair value of derivative liability. As of February 28, 2015 the fair value of the embedded derivatives included on the accompanying balance sheet was $0. During the nine months ended February 28, 2015, the Company recognized a $159,119 gain for changes in fair value of derivative liability.

NOTE 5 – IRONRIDGE - 3(a)10 Transaction

On February 22, 2013, AXLX and Ironridge Global IV, Ltd ("IV") settled $802,889 in AXLX accounts payable, now owned by IV, in exchange for shares of AXLX common stock. Pursuant to an order approving stipulation for settlement of claims between IV and AXLX, IV is entitled to receive 10 million common shares plus that number of shares with an aggregate value equal to the debt amount plus a 10% third-party agent fee, and reasonable attorney fees, divided by 70% of the following: the closing price of AXLX's common stock on the date prior to entry of the order, not to exceed the arithmetic average of the individual daily volume weighted average prices of any five trading days during a period equal to that number of consecutive trading days following the date of initial receipt of shares required for the aggregate trading volume to exceed $9 million.

IV received an initial issuance of 75,000 unrestricted AXLX common shares, and as of May 31, 2014, IV has received a total of 2,115,000 unrestricted AXLX common shares, and may be required to return or be entitled to receive additional shares, based on the calculation summarized in the prior paragraph. For purposes of calculating the percent of class, the reporting persons have assumed that there were a total of 71,768,545 shares of common stock outstanding immediately prior to the issuance of shares to IV, such that the shares initially issued to IV would represent approximately 9.99% of the outstanding common stock after such issuance. IV is prohibited from receiving any shares of common stock that would cause it to be deemed to beneficially own more than 9.99% of the issuer's total outstanding shares at any one time.

In connection with the transaction, IV agreed not to hold any short position in the issuer's common stock, and not to engage in or effect, directly or indirectly, any short sale until at least 180 days after the end of the calculation period.

IV is not a registered broker-dealer or an affiliate of a registered broker-dealer. Voting and dispositive power with respect to shares of common stock owned by IV is exercised by Peter Cooper, Director. However, for so long as IV holds any shares, it is prohibited from, among other actions: (1) voting any shares of issuer common stock owned or controlled by them, exercising any dissenter's rights, executing or soliciting any proxies or seeking to advise or influence any person with respect to any voting securities of the issuer; (2) engaging or participating in any actions or plans that relate to or would result in, among other things, (a) acquiring additional securities of the issuer, alone or together with any other person, which would result in them collectively beneficially owning or controlling, or being deemed to beneficially own or control, more than 9.99% of the total outstanding common stock or other voting securities of the issuer, (b) an extraordinary corporate transaction such as a merger, reorganization or liquidation, (c) a sale or transfer of a material amount of assets, (d) changes in the present board of directors or management of the issuer, (e) material changes in the capitalization or dividend policy of the issuer, (f) any other material change in the issuer's business or corporate structure, (g) actions which may impede the acquisition of control of the issuer by any person or entity, (h) causing a class of securities of the issuer to be delisted, (i) causing a class of equity securities of the issuer to become eligible for termination of registration; or (3) any actions similar to the foregoing. We believe our offering and sale of the securities in the above transaction, made only to an accredited investor, was exempt from registration under Section 3(a)(10) of the Securities Act.

As per FASB ASC 480, we recorded a stock payable liability of $1,175,096 and a loss on stock payable of $0 at February 29, 2016 to account for the fair market value of the shares still due to Ironridge under the agreement. As per FASB ASC 480, we recorded a stock payable liability of $1,175,094 and a gain on stock payable of $498,052 at February 28, 2015 to account for the fair market value of the shares still due to Ironridge under the agreement.

NOTE 6 – IBC 3(a)10 Transaction:

On May 16, 2014, IBC Funds LLC ("IBC") and the issuer settled $139,391.16 in accounts payable of the issuer now owned by IBC, in exchange for shares of common stock of the issuer. Pursuant to an order approving stipulation for settlement of claims between IBC and the issuer, IBC is entitled to receive that number of shares with an aggregate value equal to the debt amount multiplied by 55% of the lowest sale price over the previous 15 trading days from an IBC share request.

IBC received an initial issuance of 200,000 unrestricted common shares, and may be required to return or be entitled to receive additional shares, based on the calculation summarized in the prior paragraph. For purposes of calculating the percent of class, the reporting persons have assumed that there were a total of 4,522,845 shares of common stock outstanding immediately prior to the issuance of shares to IBC, such that the shares initially issued to IBC would represent approximately 4.99% of the outstanding common stock after such issuance. IBC is prohibited from receiving any shares of common stock that would cause it to be deemed to beneficially own more than 9.99% of the issuer's total outstanding shares at any one time.

IBC is not a registered broker-dealer or an affiliate of a registered broker-dealer. Voting and dispositive power with respect to shares of common stock owned by IBC is exercised by Samuel Oshana. However, for so long as IBC holds any shares, it is prohibited from voting any shares of Common Stock owned or controlled by it (unless voting in favor of a proposal approved by a majority of Company's Board of Directors), or solicit any

proxies or seek to advise or influence any person with respect to any voting securities of Company; in favor of (1) an extraordinary corporate transaction, such as a reorganization or liquidation, involving Company or any of its subsidiaries, (2) a sale or transfer of a material amount of assets of Company or any of its subsidiaries, (3) any material change in the present capitalization or dividend policy of Company, (4) any other material change in Company's business or corporate structure, (5) a change in Company's charter, bylaws or instruments corresponding thereto (6) causing a class of securities of Defendant to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association, (7) causing a class of equity securities of Company to become eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended, (8) terminating its Transfer Agent (9) taking any action which would impede the purposes and objects of this Settlement Agreement or (10) taking any action, intention, plan or arrangement similar to any of those enumerated above. Nothing in this section shall be deemed to exclude strategic decisions by Company made in an effort to expand the Company except as expressly stated herein. The provisions of this paragraph may not be modified or waived without further order of the Court. We believe our offering and sale of the securities in the above transaction, made only to an accredited investor, was exempt from registration under Section 3(a)(10) of the Securities Act.

As per FASB ASC 480, we recorded a stock payable liability of $52,901 and a loss on stock payable of $59,892 at November 30, 2014 to account for the fair market value of the shares still due to IBC under the agreement

On December 10, 2014, Axiologix entered into a Settlement and Release Agreement with IBC Funds for the full and final settlement of the outstanding balance of $42,307 due under the agreement. The cash payment was made by a third party on behalf of the Company who received an unconvertible promissory note for $42,307, accruing 6% annual interest and due and payable in one year, on December 10, 2015. To date, this note has not been repaid and the Company has not received any default notice from the Note Holder.

During the period from June 1, 2014 to December 10, 2014, the Company recorded a loss on stock payable of $57,545 to account for the fair market value of the shares still due to IBC under the agreement.

NOTE 7 - IRONRIDGE – SERIES C PREFERRED STOCK PURCHASE TRANSACTION

On May 1, 2013 Axiologix, Inc. (“We” or “Our”) entered into a Stock Purchase Agreement with an accredited investor, Ironridge Technology Co. (the “Investor”), under which the Investor will purchase up to a total aggregate of US $7,500,000.00 in shares of convertible, redeemable Series C Preferred Stock, convertible into shares of Common Stock at fixed price of $1.60 per share, with each preferred share worth $10,000 (the “Series C Preferred Stock”). The Series C Preferred Stock carries an 8% per annum adjustable dividend, payable in cash or shares of our restricted common stock, at our option. If paid in shares then the shares will be valued at a 15% discount to the lowest daily VWAP (volume weighted average price) from May 1, 2013 to 30 days after the date of conversion, less $0.0001 per share. We issued 19 shares of Series C Preferred Stock to the Investor as a commitment fee on the date the Agreement was executed, May 1, 2013.

Subject to certain closing conditions, the Investor will purchase 5 Preferred Shares at each Closing through the ninth Closing and thereafter Investor will purchase 10 Preferred Shares at each Closing. The first Closing occurred on May 3, 2013 in which we received $50,000 and issued 5 shares of Series C Preferred Stock. Each subsequent Closing will take place on the first day each calendar month thereafter or sooner, at our option and if all conditions set forth in the Stock Purchase Agreement, including, but not limited to, the conditions set forth below, have been fully satisfied, until a total of $7,500,000 has been purchased by the Investor. As of May 31, 2013, no additional Closings had occurred. In June of 2013 a second Closing occurred under the Stock Purchase Agreement with Ironridge in which we received $50,000 and issued 5 additional shares of Series C Preferred Stock to Ironridge. In March of 2014 a third Closing occurred under the Stock Purchase Agreement with Ironridge in which we received $50,000 and issued 5 additional shares of Series C Preferred Stock.

Each subsequent Closing will be subject to standard customary closing conditions as well as specific provisions, that the trading price of our Common Stock is at least $0.0003 per share on the day prior to a Closing, and since the prior Closing, a minimum of $1.0 million in aggregate trading volume of our Common Stock has traded in the public market.

The foregoing description of the financing transaction is qualified in its entirety by reference to the full text of the Stock Purchase Agreement and Certificate of Designation of Series C Preferred Stock, which are attached as Exhibits to this Registration Statement and are incorporated herein by reference.

These funds will be used for general working capital purposes.

We believe our offer and sale of the securities in the above transaction, made only to an accredited investor, were exempt from registration under Section 4(2) of the Securities Act as a transaction by an issuer not involving any public offering, and as a private placement of restricted securities pursuant to Rule 506 of Regulation D promulgated under the Act. The certificates representing the securities issued contain a legend to the effect that such securities were not registered under the Securities Act and may not be transferred except pursuant to an effective registration statement or pursuant to an exemption from such registration requirements.

During the nine months ended February 29, 2016 and 2015 we did not issue any additional shares nor receive any additional investment from the Investor. We recorded a current liability of $161,457 and $116,583 to reflect the dividends payable at February 29, 2016 and May 30, 2015, respectively.

NOTE 8 – TCA CREDIT FACILITY

On September 12, 2013, Axiologix, Inc., a Nevada corporation (the “Company”), and all of its wholly owned subsidiaries (collectively, the “Guarantors”) entered into a Senior Secured Revolving Credit Facility Agreement (the “Credit Agreement”) with TCA Global Credit Master Fund, LP, as lender (the “Lender”).

The Credit Agreement provides for a revolving credit facility (the “Credit Facility”) of up to $5,000,000. Funds under the Credit Facility will be made available to the Company on an as-needed basis, based on a mutually approved formula of eligible receivables and assets, with an initial draw down at closing of $250,000 less transaction expenses. The Credit Facility is guaranteed by the Guarantors and is secured by the assets of the Company and the Guarantors. The Lender will maintain and operate a bank account "lock box" for the collection and disbursement of the Company's accounts receivable, and will become the senior, secured lender for the Company.

The Company intends to use the proceeds of the Credit Facility for general working capital purposes and to fund initial consideration for acquisitions. Neither the Company nor the Guarantors had any relationship with the Lender, material or otherwise, prior to entering into the Credit Agreement.

The maturity date for the Credit Facility is the six-month anniversary of the effective date (the “Maturity Date”), and the Company has the option (so long as no event of default exists and no event has occurred that, with the passage of time or giving of notice or both, would constitute an event of default) to request an extension of the Maturity Date for an additional six month period, which request may be accepted or rejected by the Lender in its sole discretion. Borrowings under the Credit Facility outstanding from time to time will bear interest at an annual rate of 16.5% and such interest will be payable on a weekly basis. The Company may repay principal amounts borrowed under the Credit Facility from time to time prior to the Maturity Date, but all outstanding amounts under the Credit Facility must be repaid in full on or prior to the Maturity Date. Principal amounts repaid under the Credit Facility may be re-borrowed prior to the Maturity Date.

The Credit Agreement contains representations and warranties, affirmative and negative covenants (including financial covenants with respect to minimum revenues and a loan-to-value ratio) that are typical for facilities and transactions of this type. The Credit Agreement also contains events of default (and related remedies, including acceleration and increased interest rates following an event of default) that are typical for facilities and transactions of this type. Loans drawn under the Credit Facility will be evidenced by a Revolving Convertible Promissory Note

(the "Revolving Note"). At any time while the Revolving Notes remain outstanding and only if an Event of Default occurs subject to certain limitations, the Lender may convert all or any portion of the outstanding principal, accrued but unpaid interest and other sums payable under the Revolving Note or the Credit Agreement into shares of the Company's common stock, par value $0.01 per share, at a price equal to (i) the amount to be converted, divided by (ii) 85% of the lowest daily volume weighted average price of the Company's common stock during the five business days immediately prior to the conversion date.

As consideration for investment banking and advisory services provided by the Lender to the Company, pursuant to the Credit Agreement the Company shall pay a fee to the Lender in the amount of $108,000, payable in 3 equal installments of $36,000 each over a period of 12 months from September 12, 2013. Mr. Browne, our Chief Executive Officer has personally guaranteed the advisory services in full and the Revolving Note, under certain limited circumstances. The Revolving Note was issued by the Company upon reliance on the exemption from the registration requirements of the Securities Act of 1933, as amended, provided in Section 4(2) thereof.

Also as part of the Closing, the Company agreed to register its shares of common stock with the Securities and Exchange Commission (SEC), through the filing of a SEC Form 10, within 3 months of the Closing. The Company incurred placement agent fees of $10,000. After payment of additional legal and other expenses net proceeds received equaled $157,000.

The foregoing description is a summary of certain of the terms of the Revolving Note and the Credit Agreement. This summary does not purport to be complete and is qualified in its entirety by the complete text of (i) the Revolving Note, which is filed as an Exhibit to this Supplemental Information Statement and is incorporated herein by reference and (ii) the Credit Agreement, which were filed as Exhibits to previous OTC filings and are incorporated herein by reference.

Amendment No. 1 to TCA Credit Facility:

Effective November 21, 2013, Axiologix, Inc., a Nevada corporation (the "Company"), and all of its wholly owned subsidiaries (collectively, the "Guarantors") entered into an Amendment No. 1 to the Senior Secured Revolving Credit Facility Agreement (the "Amendment No. 1") with TCA Global Credit Master Fund, LP, as lender (the "Lender"). The Credit Facility Agreement provides for a revolving credit facility (the "Credit Facility") of up to $5,000,000. Funds under the Credit Facility will be made available to the Company on an as-needed basis, based on a mutually approved formula of eligible receivables and assets.

The Amendment No. 1 allowed for an additional draw down at closing of $1,750,000 less transaction expenses. The Credit Facility is guaranteed by the Guarantors and is secured by the assets of the Company and the Guarantors. The Lender will maintain and operate a bank account "lock box" for the collection and disbursement of the Company's accounts receivable, and will become the senior, secured lender for the Company.

Pursuant to the Amendment No. 1, the Company issued an Amended and Restated Revolving Convertible Promissory Note (the "Amended Note") in the amount of $2,000,000, consisting of $250,000 advanced on September 11, 2013 and $1,750,000 advanced as of November 21, 2013.

At any time while the Amended Note remains outstanding and only if an Event of Default occurs subject to certain limitations, the Lender may convert all or any portion of the outstanding principal, accrued but unpaid interest and other sums payable under the Revolving Note or the Credit Agreement into shares of the Company's common stock, par value $0.01 per share, at a price equal to (i) the amount to be converted, divided by (ii) 85% of the lowest daily volume weighted average price of the Company's common stock during the five business days immediately prior to the conversion date.

The Company used the proceeds of the Credit Facility for general working capital purposes and to fund the initial consideration for the acquisition of iWorld Services as per Note 11. Neither the Company nor the Guarantors had any relationship with the Lender, material or otherwise, prior to entering into the Credit Agreement.

The maturity date for the Credit Facility is the six-month anniversary of the effective date (the "Maturity Date"), and the Company has the option (so long as no event of default exists and no event has occurred that, with the passage of

time or giving of notice or both, would constitute an event of default) to request an extension of the Maturity Date for an additional six month period, which request may be accepted or rejected by the Lender in its sole discretion.

Borrowings under the Credit Facility outstanding from time to time will bear interest at an annual rate of 16.5% and such interest will be payable on a weekly basis. The Company may repay principal amounts borrowed under the Credit Facility from time to time prior to the Maturity Date, but all outstanding amounts under the Credit Facility must be repaid in full on or prior to the Maturity Date. Principal amounts repaid under the Credit Facility may be re-borrowed prior to the Maturity Date.

The Credit Agreement contains representations and warranties, affirmative and negative covenants (including financial covenants with respect to minimum revenues and a loan-to-value ratio) that are typical for facilities and transactions of this type. The Credit Agreement also contains events of default (and related remedies, including acceleration and increased interest rates following an event of default) that are typical for facilities and transactions of this type.

As consideration for investment banking and advisory services provided by the Lender to the Company, pursuant to the Amendment No. 1 to the Credit Agreement, the Company paid a fee to the Lender in the amount of $200,000.

The Revolving Note was issued by the Company upon reliance on the exemption from the registration requirements of the Securities Act of 1933, as amended, provided in Section 4(2) thereof. The Company incurred placement agent fees of $35,000. After payment of additional legal and other expenses net proceeds received equaled $1,655,850.

The foregoing description is a summary of certain of the terms of the Amended and Restated Revolving Note and the Amendment No. 1 to the Credit Agreement. This summary does not purport to be complete and is qualified in its entirety by the complete text of (i) the Amended and Restated Revolving Note, and the Amendment No.1 to the Credit Agreement, which are filed as Exhibits to previous OTC filings and are incorporated herein by reference.

TCA Amendment No. 2

Effective February 17, 2014, Axiologix, Inc., a Nevada corporation (the "Company"), and all of its wholly owned subsidiaries (collectively, the "Guarantors") entered into an Amendment No. 2 to the Senior Secured Revolving Credit Facility Agreement (the "Amendment No. 2") with TCA Global Credit Master Fund, LP, as lender (the "Lender"). The Credit Facility Agreement provides for a revolving credit facility (the "Credit Facility") of up to $5,000,000. Funds under the Credit Facility will be made available to the Company on an as-needed basis, based on a mutually approved formula of eligible receivables and assets.

The Amendment No. 2 waives Borrower's existing defaults for failure to pay certain over-advances required to be paid under the Credit Agreement in exchange for the payment of a cash fee of $125,000. The Credit Facility is guaranteed by the Guarantors and is secured by the assets of the Company and the Guarantors. The Lender will maintain and operate a bank account "lock box" for the collection and disbursement of the Company's accounts receivable, and will become the senior, secured lender for the Company.

Pursuant to the Amendment No. 2, the Company issued an Amended and Restated Revolving Convertible Promissory Note (the "Amended Note") in the amount of $2,186,697.82, consisting of $250,000 advanced on September 11, 2013, $1,750,000 advanced as of November 21, 2013, a $125,000 fee paid to Lender for waiving the existing defaults of Borrower, and certain other amounts outstanding in connection with the Preferred Stock issued under Amendment No. 1 to the Credit Agreement.

At any time while the Amended Note remains outstanding and only if an Event of Default occurs subject to certain limitations, the Lender may convert all or any portion of the outstanding principal, accrued but unpaid interest and other sums payable under the Revolving Note or the Credit Agreement into shares of the Company's common stock, par value $0.01 per share, at a price equal to (i) the amount to be converted, divided by (ii) 85% of the lowest daily volume weighted average price of the Company's common stock during the five business days immediately prior to the conversion date.

The maturity date for the Credit Facility is the six-month anniversary of the effective date (the "Maturity Date"), and the Company has the option (so long as no event of default exists and no event has occurred that, with the passage of

time or giving of notice or both, would constitute an event of default) to request an extension of the Maturity Date for an additional six month period, which request may be accepted or rejected by the Lender in its sole discretion.

Borrowings under the Credit Facility outstanding from time to time will bear interest at an annual rate of 16.5% and such interest will be payable on a weekly basis. The Company may repay principal amounts borrowed under the Credit Facility from time to time prior to the Maturity Date, but all outstanding amounts under the Credit Facility must be repaid in full on or prior to the Maturity Date. Principal amounts repaid under the Credit Facility may be re-borrowed prior to the Maturity Date.

The Credit Agreement contains representations and warranties, affirmative and negative covenants (including financial covenants with respect to minimum revenues and a loan-to-value ratio) that are typical for facilities and transactions of this type. The Credit Agreement also contains events of default (and related remedies, including acceleration and increased interest rates following an event of default) that are typical for facilities and transactions of this type.

The Revolving Note was issued by the Company upon reliance on the exemption from the registration requirements of the Securities Act of 1933, as amended, provided in Section 4(2) thereof.

The foregoing description is a summary of certain of the terms of the Amended and Restated Revolving Note and the Amendment No. 2 to the Credit Agreement. This summary does not purport to be complete and is qualified in its entirety by the complete text of (i) the Amended and Restated Revolving Note, and (ii) the Amendment No. 2 to the Credit Agreement, which were filed as Exhibits to our previous OTC filings and are incorporated herein by reference.

TCA Amendment No. 3 and iWorld Services Asset Sale Agreement:

Effective September 14, 2015, Axiologix, Inc., a Nevada corporation (the "Company"), and all of its wholly owned subsidiaries (collectively, the "Credit Parties") entered into an Amendment No. 3 to the Senior Secured Revolving Credit Facility Agreement in the form of a Letter Agreement (the "Letter Agreement") with TCA Global Credit Master Fund, LP, as lender (the "Lender") and Telco Worldwide Billing Corp. ("Telco"), which waives the Company's existing defaults for failure to make certain payments to the Lender, authorizes the sale of assets of one of the Company's subsidiaries, iWorld Services, to a third party, Telco, amends the Company's existing promissory note issued to the Lender to a total aggregate amount of $2,250,000, and amends certain other terms of the TCA Credit Facility Agreement as further described below.

Also effective September 14, 2015, the Company and its wholly owned subsidiary, iWorld Services, entered into an Asset Sale Agreement with Telco, pursuant to which iWorld shall transfer and sell the Switch (as defined in the Purchase Agreement) to Telco in exchange for: (i) $100,000 (the "Purchase Price") to be paid on the date hereof by Telco to Axiologix using a portion of the proceeds of the Telco Loan; (ii) 2,000,000 shares of common stock of Telco (equal to twenty percent (20%) of the currently issued and outstanding shares of common stock of Telco, the "Telco Shares"); (iii) ongoing royalty payments representing 17% of the gross revenues generated by Telco, to be paid to Lender until such time as the Obligations to the Lender owing pursuant to the Axiologix Credit Agreement and the Telco Credit Agreement have been satisfied in full (provided, however, that until such time as legal fees and expenses have been paid in full to Lender's legal counsel pursuant to Section 2.2 of the Telco Credit Agreement, ongoing royalty payments representing seventeen and one tenth of one percent (17.1%) of the gross revenues generated by Telco shall be paid to the Lender) (the "Royalty Payments"); and (iv) following such time as the Obligations to the Lender owing pursuant to the Axiologix Credit Agreement and the Telco Credit Agreement have been satisfied in full, ongoing royalty payments representing 20% of the defined Net Income generated by Telco, to be paid to Axiologix. During such time as Royalty Payments are being made, Axiologix will not receive any other compensation from Telco nor be entitled to dividends even if Telco shall pay dividends to other holders.

As consideration for the Lender agreeing to waive the defaults under the Axiologix Credit Agreement and permitting Axiologix and Telco to proceed with the transactions contemplated by the Purchase Agreement, (i) Axiologix shall, on or prior to the Revolving Loan Maturity Date (as defined in the Axiologix Credit Agreement), pay to the Lender a fee of $250,000 in cash, which such amount shall be added to the existing principal balance due and owing under the Axiologix Credit Agreement and (ii) Telco shall, on or prior to the Revolving Loan Maturity

Date (as defined in the Telco Credit Agreement), pay to the Lender a fee of $750,000 in cash, which such amount shall be added to the existing principal balance due and owing under the Telco Credit Agreement.

The Parties also, among other things, agreed to the following:

1. To immediately pay certain third party expenses on behalf of Axiologix to a total aggregate amount of $40,000. Axiologix shall issue to the Lender an Amended, Restated, Consolidated, Replacement Convertible Promissory Note (the "Amended Note") in the total aggregate principal amount of $2,250,000, which such Amended Note shall evidence the total aggregate indebtedness owing by Axiologix to the Lender as of the date hereof, including the payment of expenses contemplated hereby, as well as all outstanding principal, interest and fees.

2. To amend the definition of "Interest Rate" in the Axiologix Credit Agreement to mean "zero percent (0%)", in order to eliminate any additional interest from accruing on the aggregate principal amount outstanding following the issuance of the Amended Note on the date hereof.

3. To waive Lender's rights contained in Section 3.4 of the Axiologix Credit Agreement, in order to permit Axiologix to form one or more new Subsidiaries following the date hereof which will not be required to become Axiologix Credit Parties.

4. To a limited waiver of the Lender's rights contained in Section 8.1 of the Axiologix Credit Agreement, in order to permit Axiologix to incur additional indebtedness following the date hereof, provided however that such indebtedness is subordinate to Lender's security interest and provided that the Axiologix Credit Parties obtain the prior written consent of the Lender, which such consent shall not be unreasonably withheld.

5. To a limited waiver of the Lender's rights contained in Section 8.4 of the Axiologix Credit Agreement, in order to permit Axiologix, following the asset sale contemplated hereby, to transfer and sell any or all of its securities in its subsidiary, iWorld, to a third party following the date hereof.

6. To a limited waiver of the Lender's rights contained in Section 2.1 of the Axiologix Security Agreement, such that the definition of "Collateral" shall exclude any assets of Axiologix that are acquired by Axiologix following the date hereof, provided that Axiologix has received the prior written consent of the Lender, which such consent shall not be unreasonably withheld.

With the exception of the aforementioned limited waivers contained herein, the obligations of the Axiologix Credit Parties shall continue without amendment.

The maturity date for the Credit Facility is the six-month anniversary of the effective date (the "Maturity Date"), and the Company has the option (so long as no event of default exists and no event has occurred that, with the passage of time or giving of notice or both, would constitute an event of default) to request an extension of the Maturity Date for an additional six month period, which request may be accepted or rejected by the Lender in its sole discretion.

Borrowings under the Credit Facility outstanding from time to time will bear no interest. The Company may repay principal amounts borrowed under the Credit Facility from time to time prior to the Maturity Date, but all outstanding amounts under the Credit Facility must be repaid in full on or prior to the Maturity Date. Principal amounts repaid under the Credit Facility may be re-borrowed prior to the Maturity Date.

The Credit Agreement contains representations and warranties, affirmative and negative covenants (including financial covenants with respect to minimum revenues and a loan-to-value ratio) that are typical for facilities and transactions of this type. The Credit Agreement also contains events of default (and related remedies, including acceleration and increased interest rates following an event of default) that are typical for facilities and transactions of this type.

The Revolving Note was issued by the Company upon reliance on the exemption from the registration requirements of the Securities Act of 1933, as amended, provided in Section 4(2) thereof.

The foregoing description is a summary of certain of the terms of the Amended and Restated Revolving Note and the Asset Sale Agreement. This summary does not purport to be complete and is qualified in its entirety by the complete text of the Amended and Restated Revolving Note and the Asset Sale Agreement, which were filed as Exhibits to our Annual Report for the year ended May 31, 2015 and are incorporated herein by reference.

As of May 30, 2015, the Company had $ 1,999,385 due to TCA under the Credit Facility.

As of February 29, 2016, the Company had $2,150,000 due to TCA under the Credit Facility.

NOTE 9 – ACQUISITION OF IWORLD SERVICES

Acquisition of iWorld Services:

On November 21, 2013, Axiologix, Inc., a Nevada corporation ("AXLX" or the "Company") acquired 100% of the issued and outstanding capital stock of iWorld Services, a California corporation, pursuant to a Merger Agreement entered into on November 13, 2013. The aggregate consideration provided by AXLX in exchange for the acquisition consisted of the following: (i) $750,000 in cash paid at Closing, (ii) 250,000 shares of AXLX Series D Convertible Preferred Stock, par value $0.001, with one share of Series D Convertible Preferred Stock being convertible into Ten Dollars ($10.00) worth of common stock at Market Price, commencing twelve months after the Closing Date, and subject to additional conversion and selling restrictions as set forth in the Merger Agreement and the Certificate of Designation of Series D Preferred Stock (the "Shares") (iii) the issuance of a $2,750,000 unsecured promissory note, accruing six (6%) interest per annum with quarterly payments of $275,000 commencing twelve (12) months after the Closing Date, and with interest to be paid in arrears quarterly in cash beginning with the first quarterly payment due 12 months after the Closing Date (the "Note"), and (iv) additional earn-out consideration up to a maximum of $4,500,000, to be paid based on a percentage of the adjusted EBITDA of iWorld Services for each calendar year commencing January 1, 2014, and as further described in the Merger Agreement. The Shares, the Note and the potential earn-out consideration may all be available to compensate AXLX for certain damages or misrepresentations of iWorld Services, as provided for in the Merger Agreement. In connection with the acquisition, AXLX paid total finder's fees of $450,000.

The foregoing description is a summary of certain of the terms of the Merger Agreement, the Note and the Series D Convertible Preferred Stock. This summary does not purport to be complete and is qualified in its entirety by the complete text of (i) the Merger Agreement, (ii) the Note, and (iii) the Certificate of Designation of Series D Convertible Preferred Stock, which were filed as Exhibits to previous OTC filings and are incorporated herein by reference.

The acquisition is being accounted for as a purchase business combination under Statements of Financial Accounting Standards guidelines (ASC 805 – *Business Combinations and ASC 820 – Fair Value Measurements and Disclosures*). According to ASC 805, the standard of value to be used in the application of purchase accounting rules is fair value. For purposes of this report, the Company employed an independent valuation expert to evaluate fair value of the consideration and net assets acquired as defined in Statement of Financial Accounting Standard No. 820–10–35–37 Fair Value Measurements and Disclosures.

	November 20, 2013
Consideration:	
Cash paid at closing	750,000
Seller financed note payable (1)	2,750,000
Series D Preferred shares (2)	2,500,000
Other Net Liabilities assumed (3)	1,904,325
Total value of consideration	7,904,325
Fair value of identifiable assets acquired assumed:	
IP/Technology	12,000
Customer base	42,000
Trade names / marks	69,200

Non-Compete Key persons	28,500
Total fair value of assets assumed	151,700
Consideration paid in excess of fair value	7,752,625
Impairment of Goodwill to reflect fair value of consideration	(4,654,325)
Goodwill carried forward in consolidated balance sheet	3,098,300

(1). The Company issued a $2,750,000 unsecured promissory note, accruing six (6%) interest per annum with quarterly payments of $275,000 commencing twelve (12) months after the Closing Date, and with interest to be paid in arrears quarterly in cash beginning with the first quarterly payment due 12 months after the Closing Date.

(2). The Company issued 250,000 shares of AXLX Series D Convertible Preferred Stock, par value $0.001, with one share of Series D Convertible Preferred Stock being convertible into Ten Dollars ($10.00) worth of common stock at Market Price, commencing twelve months after the Closing Date, and subject to additional conversion and selling restrictions as set forth in the Merger Agreement and the Certificate of Designation of Series D Preferred Stock.

(3). Other net liabilities assumed are made up of:

Cash acquired	(112,560)
Accounts receivable	(61,075)
Accounts payable and accrued expenses	1,714,191
Deferred revenues	226,599
Cash paid Acquisition costs	137,170
Total	1,904,235

Management scaled back operations in iWorld Services in June 2014 pending a review and restructure of the business. iWorld Services only generated revenues in the first quarter of the Company's 2015 fiscal year.

iWorld Services Settlement Agreements:

On October 13, 2014, Axiologix entered into a Settlement and General Release Agreement with Paul Falchi and James Alleman, as Representatives on behalf of the shareholders of iWorld Services, pursuant to the Shareholders Representative Agreement, existing immediately prior to the 2013 merger between AXLX and iWorld Services (hereinafter, altogether referred to as the "IWS PRE-MERGER SHAREHOLDERS"), whereby the IWS PRE-MERGER SHAREHOLDERS agreed (i) to return to AXLX 184,000 shares of AXLX Series D Preferred Stock, and (ii) to cancel and terminate any and all rights it had under the $2,750,000 promissory note (the "Note"), including the repayment of any and all principal amounts and/or accrued interest amounts underneath the Note, and (iii) other than the $650,000 already received, the IWS PRE-MERGER SHAREHOLDERS agreed to relinquish and waive any and all right to receive any other benefit or consideration that otherwise would be required to be paid or provided to them by virtue of the Merger Agreements, and in exchange, AXLX agreed to issue to IWS PRE-MERGER SHAREHOLDERS eight million (8,000,000) shares of AXLX common stock.

Also on October 13, 2014, iWorld Services ("IWS") entered into a Release and Settlement Agreement with Evitarus, Inc., whereby a stipulated award shall be entered in the Arbitration between IWS and Evitarus in Evitarus' favor for $500,000, however, Evitarus agrees to refrain from: (a) confirming the Award into a judgment; and (b) attempting to collect (from IWS and the current and past officers, directors, shareholders, agents, attorneys, and assigns of IWS) monies owed by IWS to Evitarus as provided in the Award, so long as there is complete performance by IWS and the IWS Pre-Merger Shareholders pursuant to the following assignment agreement. IWS, Paul Falchi, James Alleman, Richard Glantz as trustee of Falchi and Alleman (collectively, the "Pre-Merger Shareholders") entered into an Assignment Agreement with AXLX and Evitarus whereby 60,000 shares of AXLX Series D Convertible Preferred Stock were assigned from the IWS Pre-Merger Shareholders to Evitarus. Finally, a second Assignment Agreement was entered into by and among the IWS Pre-Merger Shareholders and the Law Offices of Richard Glantz, Inc. whereby 6,000 shares of AXLX Series D Convertible Preferred Stock were assigned from the IWS Pre-Merger Shareholders to Richard Glantz. AXLX agreed to amend and restate the Certificate of Designation of the Series D Convertible Preferred Stock.

The securities issued in connection with this acquisition have not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements of the Securities Act of 1933.

The foregoing description is a summary of certain of the terms of the Settlement and General Release Agreement, the Release and Settlement Agreement, the two Assignment Agreements and the Amended and Restated Series D Convertible Preferred Stock. This summary does not purport to be complete and is qualified in its entirety by the complete text of (i) the Settlement and General Release Agreement, (ii) the Release and Settlement Agreement, (iii) the Assignment Agreement to Evitarus, and (iv) the Amended and Restated Certificate of Designation of Series D Convertible Preferred Stock, which are filed as Exhibits to the Company's Supplemental Information Statement filed on October 23, 2014 and are incorporated herein by reference.

The Company recorded a gain of $4,256,040 to account for the forgiveness of debt and accrued interest of $2,876,575 and the return of 184,000 Series D Preferred shares under the agreement and the cost of the 8 million common shares issued.

In September of 2015, iWorld Services sold a material asset of its business for $120,000. See Footnote 8: TCA Amendment No. 3 and iWorld Services Asset Sale Agreement: for more details on this transaction.

NOTE 10 - NOTES PAYABLE

As and For the Nine Months Ended February 29, 2016 and 2015:

As of February 29, 2016, the Company had $375,302 of principal balance on promissory notes issued and outstanding, $155,572 of which is convertible at a discount to the current market price of the Company's common stock, with discounts ranging from 20% to 70%. As of February 28, 2015, the Company had $328,094 of principal balance on promissory notes issued and outstanding, $155,572 of which is convertible at a discount to the current market price of the Company's common stock, with discounts ranging from 20% to 70%.

As of February 29, 2016 and May 30, 2015, the Company had accrued interest payable of $186,169 and $127,613, respectively. Interest expense totaled $309,171 and $284,891 for the nine month periods ended February 29, 2016 and 2015, respectively.

During the nine month period ended February 29, 2016, the Company did not convert any outstanding promissory notes. During the nine month period ended February 28, 2015, the Company converted $22,332 of outstanding promissory notes into 6,263,168 shares of common stock.

During the nine months ended February 29, 2016, the Company did not issue any new promissory notes, other than one $150,000 convertible note issued to Realistic Solutions, Inc. having a four year term, accruing no interest and convertible at a 60% discount to the market price at the time of conversion or $0.0022 per share, whichever is lower, with a $0.0005 per share floor price. See Footnote 14: Related Party Transactions, for more details.

During the nine months ended February 28, 2015, the Company did not issue any new promissory notes, other than one unconvertible note accruing 6% annual interest and having a one year term to replace the outstanding $42,000 owed to IBC.

During the year 2013 we executed a first amendment with Cape One Financial, contingent upon the closing by the Company of a third party financing / revolving line of credit by no later than September 15, 2013 (the "Closing"). This Amendment includes the following terms: i) extends the term of the Note issued to Cape One by six months from the date of the Closing, ii) at the Closing, AXLX agrees to pay to the Holder a total sum of Thirty One Thousand Five Hundred Dollars ($31,500), to go towards repayment of the Note, iii) the existing Warrant's exercise price shall be reduced to $0.10 per share, iv) the Company agrees to issue 225,000 additional Warrants to the Holder, also at a reduced exercise price of $0.10 per share, with no additional warrants owed to the Holder, v) the conversion price of the Note shall be 50% of the Market Price at the time of conversion, vi) If and when the Company raises

additional capital, the Company shall prepay/redeem the Note in an amount equal to ten percent (10%) of the gross proceeds received by the Company from and at the closing of such additional capital raises. Accrued but unpaid interest shall be paid first, and then Principal Amount of the Note, vii) After the Note is repaid in full, then Company shall redeem the Series B Preferred from the Holder if and when the Company raises additional capital, in an amount equal to ten percent (10%) of the gross proceeds received by the Company at each and every closing from such capital raise.

On July 6, 2015, Cape One Master Fund II LP sent the Company a Notice of Default related to its Subordinated Secured Convertible Promissory Note originally issued on July 31, 2012, as amended effective November 21, 2013. Cape One claims $56,000 in monetary damages, plus compensatory damages and attorneys' fees. The Company disagrees with the amount of monetary damages claimed.

The following table reflects the total debt balances of the Company as of February 29, 2016 and 2015:

	February 29, 2016	February 28, 2015
Principal Balance on Convertible Promissory Notes – third parties	155,572	155,572
Principal Balance on Promissory Notes - related parties	30,288	30,288
Principal Balance on Promissory Notes - third parties	189,442	142,234
Principal balance on Revolving line of credit	2,150,000	1,999,385
Total Principal Balance	2,525,302	2,327,479
Debt Discount	-	-
Total Balance after debt discount	2,525,302	2,327,479
Accrued Interest on Promissory Notes Outstanding	186,169	127,613
Debt discount amortized	250,615 -	169,054-

NOTE 11 – STOCKHOLDERS' SURPLUS (DEFICIT)

On December 30, 2014, through the written consent of the holders of a majority of our issued and outstanding voting securities, a majority, constituting sixty percent (60%) of our holders of voting stock, voted in favor of amending our Articles of Incorporation to decrease the total authorized shares of common stock from 8,000,000,000 to 250,000,000, par value $0.0001 per share. On January 2, 2015, the Company submitted a Certificate of Amendment to the Articles of Incorporation for filing with the Office of the Secretary of the State of Nevada to decrease the total authorized common stock of the corporation to 250,000,000.

As of February 29, 2016 and 2015, the Company is authorized to issue up to 250,000,000 shares of common stock, at $0.0001 par value per share, and up to 10,000,000 shares of preferred stock. At February 29, 2016 and 2015 there were 45,047,948 common shares issued and outstanding (with an additional 10,000,000 shares legally returned from escrow but still being held in escrow) and 964,055 shares of preferred stock issued and outstanding, including 500,000 shares of Series A Convertible Preferred, 400,000 shares of Series B Convertible Preferred, 34 shares of Series C Convertible Preferred, 64,021 shares of Series D Convertible Preferred (see FN12 Temporary Equity). The rest of our preferred stock is undesignated. The board of directors, without stockholder approval, may issue the remaining shares of preferred stock with voting and conversion rights that could materially and adversely affect the voting power of the holders of common stock, and could also decrease the amount of earnings and assets available for distribution to the holders of common stock.

As of May 31, 2015, the Company is authorized to issue up to 250,000,000 shares of common stock, at $0.0001 par value per share, and up to 10,000,000 shares of preferred stock. At May 31, 2015 there were 45,047,948 common shares issued and outstanding (with an additional 10,000,000 shares being held in escrow) and 964,055 shares of

preferred stock issued and outstanding, including 500,000 shares of Series A Convertible Preferred, 400,000 shares of Series B Convertible Preferred, 34 shares of Series C Convertible Preferred, 64,021 shares of Series D Convertible Preferred (see FN12 Temporary Equity). The rest of our preferred stock is undesignated. The board of directors, without stockholder approval, may issue the remaining shares of preferred stock with voting and conversion rights that could materially and adversely affect the voting power of the holders of common stock, and could also decrease the amount of earnings and assets available for distribution to the holders of common stock.

Series A: In September of 2013, VOIP ACQ, INC. exchanged 300,000 shares of AXLX common stock for amended terms to its 500,000 shares of AXLX Series A Convertible Preferred Stock (the "Series A"), whereby the 500,000 shares of Series A convert into a total of 60% of the total fully diluted shares of AXLX common stock at the time of conversion, and the Series A vote on an as-converted basis. The Series A are not redeemable and they carry a liquidation value of $0.002 per share. The foregoing description of the amended Series A Convertible Preferred is qualified in its entirety by reference to the full text of the Form of Certificate of Designation of Amended and Restated Series A Preferred Stock, which is attached as an Exhibit and is incorporated herein by reference.

In October 2013, VOIP ACQ, INC. merged with and into Axiologix. VOIP's ownership of AXLX common and preferred shares were therefore distributed to VOIP's shareholder, Darjon Investments, Ltd.; Vincent Browne's spouse holds the dispositive voting and investment control of Darjon.

Series B: There are also 400,000 shares of Series B Convertible Preferred Stock (The "Series B") issued. The Series B carry a liquidation value of $1.00 per share and are convertible into shares of common stock at the market price at the time of conversion. One share of Series B carries one vote. The Series B are redeemable by the Company after January of 2014. The description of the Series B Convertible Preferred Shares is qualified in its entirety by the Certificate of Designation of Series B Convertible Preferred Stock, which is attached as an Exhibit, and incorporated herein by reference.

The Series B Preferred shares have been classified as a current liability at February 28, 2014 as the redemption date has passed and the Company therefore in default in the terms of the Series B. The Company has not received any default notice from the Holder.

Series C: The 34 shares of Series C Convertible Preferred Stock (the "Series C") are convertible into shares of Common Stock at a fixed price of $1.60 per share. The Series C carries an 8% per annum adjustable dividend, payable in cash or shares of our restricted common stock, at our option. If paid in shares then the shares will be valued at a 15% discount to the lowest daily VWAP (volume weighted average price) from May 1, 2013 to 30 days after the date of conversion, less $0.0001 per share. The Series C have no voting rights. The Series C carry a liquidation value of $10,000 per share, plus any accrued but unpaid Dividends.

Dividends: Commencing on the date of the issuance of any such shares of Series C Preferred Stock, Holders of Series C will be entitled to receive monthly dividends on each outstanding share of Series C at a rate equal to 8.0% per annum. Dividends are payable at the Corporation's election, (a) in cash, or (b) in shares of Common Stock valued at 85.0% of the following: the volume weighted average price of the Common Stock on the date of delivery, not to exceed the daily volume weighted average price of any Trading Day from the May 3, 2013 through the end of the applicable Equity Conditions Measuring Period, less $0.0001 per share of Common Stock.

Redemption: Upon or after 12 years after the Issuance Date, the Corporation will have the right, at the Corporation's option, to redeem all or a portion of the shares of Series C, at a price per share equal to 100% of the Series C Liquidation Value. Prior to redemption above, the Corporation will have the right, at the Corporation's option, to redeem all or a portion of the shares of Series C Preferred Stock at any time or times after the Issuance Date of such Series C, at a price per share equal to the sum of the following: (a) the Series C Liquidation Value, plus (b) the Embedded Dividend Liability on the date of the applicable redemption or conversion, less (c) any Dividends that have been paid.

During the six months ended November 30, 2015 and 2014, no shares of Series C were issued.

The description of the Series C Convertible Preferred Shares is qualified in its entirety by the Certificate of Designation of Series C Convertible Preferred Stock, which was attached as an Exhibit to our Annual Report for the year ended May 31, 2014, and incorporated herein by reference.

During the Nine Months Ended February 29, 2016 and 2015:

During the nine months ended February 29, 2016, the Company did not issue any shares of common or preferred stock.

During the nine months ended February 28, 2015, the Company issued a total of 35,303,168 shares of common stock, of which: 11,505,100 shares of restricted common stock were issued to outside consultants in exchange for services rendered; 8,000,000 shares of restricted common stock were issued to a trustee on behalf of the shareholders of iWorld Services as part of a settlement agreement; 10,340,000 shares of unrestricted common stock were issued to IBC in exchange for the partial settlement of a total of $139,391 of debt under SEC Rule 3(a)10; 700,000 shares of unrestricted common stock were issued to Ironridge in exchange for the partial settlement of a total of $800,000 worth of debt under SEC Rule 3(a)10; and 6,263,168 shares of unrestricted common stock were issued to two convertible note holders, reducing our principal debt obligation by $20,951. Additionally, during the three months ended November 30, 2014, the Company issued warrants to purchase up to 1,000,000 shares of common stock at $0.10 per share, having a term of 1 year, and warrants to purchase up to 766,667 shares of common stock at $0.60 per share and also having a 1 year term.

NOTE 12 – TEMPORARY EQUITY

On November 21, 2013 Axiologix issued 250,000 shares of Series D Convertible Preferred Stock (the "Series D") to iWorld Services shareholders as part of the consideration paid for the acquisition of iWorld Services (See Note 9: Acquisition of iWorld Services). On October 13, 2014, iWorld Services shareholders returned 184,000 of these shares to Axiologix as part of a settlement agreement (See iWorld Services Settlement Agreements FN 9 for more details). Also in October of 2014, the iWorld Services shareholders assigned 66,000 shares to two third parties. One share of Series D is convertible into Ten Dollars ($10.00) worth of common stock at the closing price on the day preceding the conversion notice. One share of Series D has a par value of $0.001 per share and carries one vote. The Series D carry a face value of $10.00 per share. The Series D is non-redeemable.

The description of the Series D Convertible Preferred Shares is qualified in its entirety by the Certificate of Designation of Series D Convertible Preferred Stock, which is attached as an Exhibit to the Company's Supplemental Information Statement filed on December 2, 2013 and incorporated herein by reference.

On December 1, 2014, 1,979 shares of Series D were converted into 1,979,458 shares of common stock.

As of February 29, 2016 there were 64,021 shares of Series D Convertible Preferred Stock issued and outstanding.

NOTE 13 – EQUITY INVESTMENT

In April and May of 2014, we closed two equity private placements of US$10,000 and US$100,000, respectively. Under the terms of the private placement, we sold an aggregate of 1,100,000 Units, consisting of 1,100,000 shares of common stock (the "Shares") and warrants to purchase up to an additional 1,100,000 Shares until April and May of 2015. In connection with the private placement, we paid a placement fee to the placement agent, Belmont, of $11,000, and issued 1,100,000 common shares After payment of expenses in the amount of $11,000 and placement fees, we received net proceeds of approximately $85,000. These funds were used for general working capital purposes.

Provided the Shares have not yet been sold or transferred by the Subscriber, any and all remaining Shares shall be valued at the twelve (12), twenty four (24) and thirty six (36) month anniversary dates from the Closing Date. The

Shares shall be valued based on the twenty trading day VWAP immediately preceding the relevant anniversary date.* Should the Share value not meet or exceed the Guaranteed Value, as described below, Axiologix shall issue additional shares to the Subscriber in order to bring the total number of Shares issued to the Subscriber to equal the Guaranteed Value.

Guaranteed Value:
12 Month Anniversary Date: $0.80 per share
24 Month Anniversary Date: $1.10 per share
36 Month Anniversary Date: $1.40 per share

*Notwithstanding anything to the contrary provided herein, the Shares shall be deemed to have a floor price of twenty cents ($0.20) per share.

As of February 29, 2016, a total of 6,050,000 shares of common stock were owed and issuable to two investors, based on the above share price value guarantee described above.

NOTE 14 - RELATED PARTY TRANSACTIONS

As of October 1, 2015, Dennis Mitrano resigned as Axiologix, Inc.'s President and Chief Operating Officer and as a member of the Board of Directors. Also as of October 1, 2015, Axiologix entered into a Separation Agreement with Realistic Solutions, Inc. ("RSI"), a company owned and controlled by Mr. Mitrano, whereby AXLX issued to RSI a $150,000 Convertible Promissory Note, having a four year term, accruing no interest and convertible at a 60% discount to the market price at the time of conversion or $0.0022 per share, whichever is lower, with a $0.0005 per share floor price.

On March 5, 2013, Darjon Investments, Ltd. loaned the Company $19,788, repayable on demand. Darjon is controlled and 100% owned by our CEO, Vincent Browne's spouse.

In September of 2013, VOIP ACQ, INC. exchanged 300,000 shares of AXLX common stock for amended terms to its 500,000 shares of AXLX Series A Convertible Preferred Stock, whereby the 500,000 shares of Series A Convertible Preferred convert into a total of 60% of the fully diluted shares of AXLX common stock at the time of conversion, and the Series A Preferred vote on an as-converted basis. The foregoing description of the amended Series A Convertible Preferred is qualified in its entirety by reference to the full text of the Form of Certificate of Designation of Amended and Restated Series A Preferred Stock, which is attached as an Exhibit and is incorporated herein by reference. In October of 2013, VOIP ACQ, INC. merged with and into Axiologix. VOIP's ownership of AXLX common and preferred shares were therefore distributed to VOIP's shareholder, Darjon Investments, Ltd.

NOTE 15 - COMMITMENTS AND CONTINGENCIES

Litigation
The Company is not currently involved in any litigation that it believes could have a material adverse effect on its financial condition or results of operations. Other than as set forth below and in the Subsequent Events FN 16, there is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the executive officers of the Company or any of its subsidiaries, threatened against or affecting the Company, our common stock, any of our subsidiaries or of our companies or our subsidiaries' officers or directors in their capacities as such, in which an adverse decision could have a material adverse effect.

In July of 2014, an Affidavit of Confession of Judgment was filed by Yellowstone Capital, LLC against Dennis Mitrano, our President, in the Supreme Court of the State of New York, County of Westchester, authorizing entry of judgment against Mr. Mitrano in the amount of $112,125 plus attorney's fees and interest at 16% arising from the Company's failure to pay a debt due under a Merchant Agreement dated March 13, 2014, which was personally

guaranteed by Mr. Mitrano. The total amount actually due to Yellowstone Capital at the time of the award was and remains approximately $22,000.

NOTE 16 – SUBSEQUENT EVENTS

In accordance with ASC 855, Subsequent Events, we have evaluated subsequent events through April 20, 2016, the date of available issuance of these unaudited financial statements. The Management of the Company determined that there were no reportable subsequent events to be disclosed.

Material Definitive Agreement

On March 7, 2016, AXLX's newly incorporated subsidiary, SLA Digital, Inc. ("Sub") entered into a definitive Asset Purchase Agreement (the "APA") with Stirk, Lamont & Associates Ltd. ("SLA"), a private company incorporated in Northern Ireland, relating to the acquisition of SLA's Digital Solutions Business to Sub in exchange for the issuance to SLA of 49 shares of Sub's Series A Preferred Shares, resulting in SLA holding a 49% ownership interest in Sub, and 500,000,000 shares of AXLX's common stock, which represents a 43.7% beneficial ownership interest in AXLX based on the Company's total issued and outstanding as of April 20, 2016. The transaction closed on March 31, 2016. As part of the APA, Sub also executed an IP Agreement, pursuant to which, among other things, the Corporation shall license the Property from SLA, as that term is defined in the IP Agreement, and subsequently be assigned all rights to the Property, conditional upon and subject to a cumulative amount of $150,000 of new cash funding being received by Sub. See Exhibit attached. The APA is incorporated by reference in this filing and any references to or descriptions of the transaction or APA are qualified in their entirety by reference to the full text of the APA, which is incorporated by reference herein in its entirety where such references or descriptions appear.

Amendment to Articles of Incorporation

On April 15, 2016, through the written consent of the holders of a majority of our issued and outstanding voting securities, a majority, constituting sixty percent (60%) of our holders of voting stock, voted in favor of amending our Articles of Incorporation to increase the total authorized shares of common stock from 250,000,000 to 3,000,000,000, par value $0.0001 per share. On April 15, 2016, the Company submitted a Certificate of Amendment to the Articles of Incorporation for filing with the Office of the Secretary of the State of Nevada to increase the total authorized common stock of the corporation to 3,000,000,000. See Exhibit attached.

Common Stock Issuances:

From March 1, 2016 thru April 19, 2016 we issued 500,000,000 shares of restricted common stock to Stirk, Lamont & Associates, Ltd., see Material Definitive Agreement above, 500,000,000 shares of restricted common stock to Andrew S. Austin, see Executive Officer Appointment below, and 100,000,000 shares of restricted common stock to 2 independent consultants for services rendered.

Executive Officer Appointment

On April 15, 2016, Mr. Andrew S. Austin ("Executive") was appointed as President and Chief Executive Officer of the Company. Mr. Austin was also appointed to the Company's Board of Directors. AXLX and Mr. Austin entered into an Employment Agreement, whereby Mr. Austin was appointed President and CEO on a month to month basis, in exchange for an annual salary of $180,000. Additionally, Executive was issued 500,000,000 shares of restricted common stock, which represents a 43.7% beneficial ownership interest in AXLX based on the Company's total issued and outstanding as of April 20, 2016. Executive will also be eligible to earn an annual bonus of up to fifty percent (50%) of Executive's salary; such bonus will be commensurate with performance, based upon his duties and responsibilities, as well as based on the Company achieving specific revenue and profit, and based on reasonable specific performance targets. See attached Exhibit. The Employment Agreement is incorporated by reference in this filing and any references to or descriptions of the transaction or the Employment Agreement are qualified in their entirety by reference to the full text of the Employment Agreement, which is incorporated by reference herein in its entirety where such references or descriptions appear.

EXHIBITS

ASSET PURCHASE AGREEMENT

by and between

SLA DIGITAL, INC.

(“ACQUIROR”)

and

STIRK, LAMONT & ASSOCIATES LTD.

(“SLA”)

and

Axiologix, Inc.

(“Parent”)

DATED MARCH 7, 2016

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of March 7, 2016, is made and entered into by and between SLA Digital, Inc., a Nevada company ("Aquiror") and a wholly owned subsidiary of Axiologix, Inc., a Nevada corporation ("Parent") and Stirk, Lamont & Associates Ltd., a private company limited by shares and incorporated under the Companies (Northern Ireland) Order 1986 under registered number NI047983 and whose registered office is at The Innovation Centre, Northern Ireland Science Park, Queen's Road, Belfast Northern Ireland ("SLA").

RECITALS:

WHEREAS, upon and subject to the terms and conditions set forth herein, SLA proposes to sell to Acquiror, and Acquiror proposes to purchase, the digital solutions assets used or held for use by SLA in the conduct of its digital solutions business, as further defined in Section 2.1 of the Agreement (the "Digital Solutions Assets"), and Acquiror proposes to assume certain of the liabilities and obligations of SLA related to the Digital Solutions Assets as set forth herein (together such assets and liabilities being, the "Digital Solutions Business"), in exchange for One Million U.S. Dollars ($1,000,000) consisting of the issuance to SLA of Forty Nine (49) shares of Acquiror's Series A Preferred Shares and Five Hundred Million (500,000,000) shares of Parent's common stock;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Certain Definitions. The following terms, as used herein, have the meanings set forth below:

"Affiliate" of any specified Person means any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such specified Person.

"Agreement" means this Asset Purchase Agreement, as amended from time to time.

"Assumed Contracts" means those Contracts detailed at Schedule 4.11 relating to the Digital Solutions Business to which SLA is a party and which Acquiror is expressly assuming obligations and liabilities in respect of under Section 2.1 of this Agreement.

"Business Day" means any day except Saturday, Sunday or any day on which banks in the United States are generally not open for business.

"Closing" means the consummation of the sale of the Digital Solutions Business, as set forth in Article IX of this Agreement.

"Closing Date" means the date on which the Closing occurs.

"Closing Date Indebtedness" means any indebtedness of the SLA Digital Solutions Business with respect to (a) borrowed money, (b) notes payable, (c) capital leases, and (d) installment sale Contracts or other Contracts relating to the deferred and unpaid purchase price of property or services, including any interest accrued thereon and prepayment or similar penalties and expenses, as of the Closing Date up to a maximum of US$130,000 including but limited to that indebtedness detailed in Schedule 2.3(b).

"Confidential Information" means any data or information (including trade secrets), without regard to form, regarding (for example and including) (a) business process models; (b) proprietary software; (c) research, development, products, services, marketing, selling, business plans, budgets, unpublished financial statements, licenses, prices, costs, Contracts, suppliers, customers, and customer lists; (d) the identity, skills and compensation of employees, contractors, and consultants; (e) specialized training; and (f) discoveries, developments, trade secrets, processes, formulas, data, lists, and all other works of authorship, mask works, ideas, concepts, know-how, designs, and techniques, whether or not any of the foregoing is or are patentable, copyrightable, or registrable under any intellectual property Laws or industrial property Laws in the United States, Northern Ireland or elsewhere. Notwithstanding the foregoing, no data or information constitutes "Confidential Information" if such data or

information is publicly known and in the public domain through means that do not involve a breach by the Party who is under an obligation of confidentiality or under any covenant or obligation set forth in this Agreement.
"Contract" means any contract, sub-contract, agreement, lease, sublease, license, commitment, sale and purchase order, note, loan agreement or any other instrument, arrangement, or understanding of any kind, whether written or oral, and whether express or implied.
"Control" means, when used with respect to any specified Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise.

"Effective Time" means 00.00 on 31st March 2016

"Employees" means all those persons who are detailed in Schedule 4.12 and who are employees of SLA.

"Employment Agreement" means any written or oral employment contract, consulting agreement, termination or severance agreement, salary continuation agreement, change of control agreement or any other Contract, including offers for any of the above, respecting the terms and conditions of employment or payment of compensation in respect to any current or former officer or employee.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder."SLA Ancillary Documents" means any certificate, agreement, document or other instrument, other than this Agreement, required to be executed and delivered by SLA in connection with Closing or any other of the transactions contemplated hereby.

"SLA Benefit Plan" means any Employee benefit plan maintained by SLA or any of its Affiliates.

"SLA Disclosure Letter" means the schedule of exceptions to the representations and warranties of SLA under Article IV hereof delivered to Acquiror upon the execution of this Agreement. The SLA Disclosure Letter shall be arranged in separate Sections corresponding to the numbered and lettered Sections contained in this Agreement. The information disclosed in any numbered or lettered Section shall be deemed to relate to and to qualify the representations or warranties set forth in the corresponding numbered or lettered Section in this Agreement, as well as any other representations to which it is readily apparent that such disclosures apply.

"SLA Financial Statements" means together: (a) the unaudited statements of income and expenditure of the Digital Solutions Business for the previous fiscal year ended December 2015.and (b) the management accounts of the Digital Solutions Business for January 31, 2016 each of which are to be delivered at Closing.

"Indemnified Parties" means SLA or the Acquiror, as applicable, and their respective Affiliates, officers, directors, employees, agents and representatives and the heirs, executors, successors and assigns of any of the foregoing.

"IP License and Assignment Agreement" means the license and assignment agreement to be entered into in accordance with section 7.6 "GAAP" means United States generally accepted accounting principles.
"Governmental Entity" means any (a) nation, state, commonwealth, county, city, town, village, district, or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign, or other government, (c) federal, state, local or foreign governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court or tribunal), (d) multi-national or supra-national organization or body, (e) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power, including any court or arbitrator, (f) self-regulatory organization or (g) official of any of the foregoing.

"Intellectual Property" means any or all of the following and all rights, arising out of or associated therewith: (a) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, proprietary information, know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (c) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (d) all industrial designs and any registrations and applications therefor; (e) all internet

uniform resource locators, domain names, trade names, logos, slogans, designs, common law trademarks and service marks, trademark and service mark registrations and applications therefor; (f) all Software, databases and data collections and all rights therein; (g) all moral and economic rights of authors and inventors, however denominated; and (h) any similar or equivalent rights to any of the foregoing.

"Knowledge" means, (i) with respect to SLA, all facts known by any executive officer (namely Nic Stirk and Kevin Drayne) of SLA on the date hereof or on the Closing Date following reasonable inquiry and diligence with respect to the matters at hand and (ii) with respect to Acquiror, all facts known by any executive officer or director of Acquiror on the date hereof or on the Closing Date following reasonable inquiry and diligence with respect to the matters at hand.

"Laws" means all laws (including Labor Laws), statutes, common law, rules, codes, regulations, restrictions, ordinances, orders, decrees, approvals, directives, judgments, rulings, injunctions, writs, awards and decrees of, or issued or entered by, all Governmental Entities.

"Leased Real Property" means the parcels of real property of which SLA is the lessee or sublessee (together with all fixtures and improvements thereon).

"Licenses" means all notifications, licenses, permits (including environmental, construction and operation permits), franchises, certificates, approvals, exemptions, classifications, registrations and other similar documents and authorizations issued by any Governmental Entity, and applications therefor.

"Liens" means all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever.

"Losses" means any and all claims, liabilities, obligations, damages, losses, costs, expenses, penalties, fines and judgments (including amounts paid in settlement, costs of investigation and reasonable attorney's fees and expenses), whenever arising or incurred, and whether or not arising out of a third party claim. The Parties acknowledge and agree that "Losses" shall not include special, indirect, consequential, exemplary and punitive damages save in the case of fraud.

"Material Adverse Effect" means any state of facts, change, event, effect or occurrence (when taken individually or together with all other states of fact, changes, events, effects or occurrences) that has, has had or is reasonably likely to have a materially adverse effect on the financial condition, results of operations, prospects, properties, assets or liabilities (including contingent liabilities) of SLA or Acquiror, as the context so requires. A Material Adverse Effect shall also include any state of facts, change, event or occurrence that shall have occurred or been threatened that (when taken individually or together with all other states of facts, changes, events, effects or occurrences that have occurred or been threatened) has prevented or materially delayed, or would be reasonably likely to prevent or materially delay, the performance by SLA or Acquiror, as the context so requires, of their obligations hereunder or the consummation of the transactions contemplated hereby. Notwithstanding the foregoing, any state of facts, change, event or occurrence that shall have occurred or been threatened that is caused by or results from any of the following shall not be taken into account in determining whether there has been a Material Adverse Effect: (i) any actions taken or not taken, as the case may be, as required or permitted by or pursuant to the terms of this Agreement; (ii) changes affecting the industry in which SLA or Acquiror, as the context so requires, operates generally, the United States or global economy or general economic conditions (except where, with respect to each case, such changes or economic conditions disproportionately impact SLA or Acquiror, as the context so requires); and (iii) the announcement or pendency of any of the transactions contemplated by this Agreement.

"Non-Assignable Contracts" means Assumed Contracts that require third-party consents for assignment or novation that have not been obtained by SLA as of the Closing.

"Owned Real Property" means any parcels of real property which SLA or Acquiror, as the context so requires, owns (together with all fixtures and improvements thereon).

"Relevant IP Assignment Date" means the date upon which license of the Intellectual Property the subject of the IP License and Assignment Agreement either expires or is terminated or the assignment of such IP is effected in each case in accordance with the terms of the IP License and Assignment

"Permitted Liens" means (a) Liens for Taxes not yet due and payable (b) Liens of carriers, warehousemen, mechanics, materialmen and repairmen incurred in the ordinary course of business consistent with past practice and not yet delinquent and (c) in the case of any Real Property, zoning, building, or other restrictions, variances, covenants, rights of way, encumbrances, easements and other minor irregularities in title, none of which, individually or in the aggregate, (i) interfere in any material respect with the present use of or occupancy of the affected parcel by SLA or Acquiror, as the context so requires, (ii) have more than a Material effect on the value thereof or its use or (iii) would impair the ability of such parcel to be sold for its present use.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, trust, unincorporated organization or Governmental Entity.

"Real Property" means the Leased Real Property and the Owned Real Property.

"Receivables" means SLA's accounts receivable, costs in excess of billings, notes receivable, retainages and other receivables as of the close of business on the Closing Date.

"Reference Balance Sheet" means the balance sheet of SLA's Digital Solutions Business as of the Closing Date as certified by Kevin Drayne on behalf of SLA.

"Software" means any computer software program, together with any error corrections, updates, modifications, or enhancements thereto, in both machine-readable form and human-readable form, including all comments and any procedural code.

"Subsidiary" or "Subsidiaries" means any Person Controlled, directly or indirectly through one or more intermediaries.

"Supplier" means any supplier of goods or services to which SLA paid more than GBP£ 10,000 in the aggregate during the most recently completed fiscal year or expects to pay more than GBP£10,000 in the aggregate during the current fiscal year.

"Taxes" means all taxes, assessments, charges, duties, fees, levies and other charges of a Governmental Entity, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which SLA may have any liability imposed by any Governmental Entity, whether disputed or not, and any related charges, interest or penalties imposed by any Governmental Entity.

"Termination Date" means the date prior to the Closing when this Agreement is terminated in accordance with Article X.

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

"TUPE Employees" means such of the Employees whose employment is deemed to transfer to the Acquiror on Closing pursuant to the Transfer Regulations.

Section 1.2 Accounting Terms. All accounting terms not specifically defined herein shall be construed in accordance with GAAP.

ARTICLE II
ACQUISITION OF ASSETS

Section 2.1 Agreement to Purchase. Subject to the terms and conditions hereof, at the Closing, SLA shall sell, assign, transfer and deliver to Acquiror, and Acquiror shall accept such and acquire from SLA, all right, title and interest of SLA in and to, such of its assets, properties and rights as are further described in Exhibit 2.1, attached hereto and incorporated herein (such assets, properties and rights, being referred to as the "Digital Solutions Assets"), free and clear of all Liens, other than Permitted Liens.

Section 2.2 Excluded Assets. Notwithstanding anything to the contrary set forth herein, all other assets, properties and rights of SLA not expressly included in the definition of Digital Solutions Assets shall be excluded; specifically such excluded assets shall include, but not be limited to, any debts owed by Vodafone Albania, Vodafone Group Services GmBHC/O, Vodafone Ireland Limited, Vodafone Group Services Limited and Vodafone Procure Com VPC15 to SLA in respect of invoices dated at or prior to the date of this Agreement, the articles of incorporation and bylaws, minute books, and stock ledgers and stock records of SLA, the rights that accrue to SLA hereunder, cash and book debts up to the Closing Date (collectively, the "Excluded Assets").

Section 2.3 Assumption of Assumed Liabilities. Effective as of the Closing, Acquiror shall assume the obligations of SLA (a) under each Assumed Contract (including Non-Assignable Contracts) to the extent that such obligations are in respect of the period post the Effective Time and still remain to be performed on or after the Closing Date, or accrue, relate to or arise out of the operation of SLA's Digital Solutions Business after the Closing Date and (b) the Closing Date Indebtedness as listed on Exhibit 2.3(b), (collectively, the "Assumed Liabilities").

Section 2.4 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, all other liabilities of SLA not expressly included in the definition of Assumed Liabilities shall be excluded. SLA shall retain responsibility for all such liabilities and obligations not so specifically assumed. Such Excluded Liabilities shall include, but not be limited to, all claims, actions, litigation and proceedings relating to any or all of the foregoing and all costs and expenses in connection therewith.

ARTICLE III
CONSIDERATION ISSUED UPON ACQUISITION

Section 3.1 Consideration Issued Upon Acquisition. In exchange for the sale by SLA of the Digital Solutions Business to Acquiror, Parent shall on Closing pay One Million U.S. Dollars ($1,000,000) through the issuance of Forty Nine (49) shares of Acquiror's Series A Preferred Stock and Five Hundred Million (500,000,000) shares of Parent's restricted common stock to SLA.

Section 3.2 Restricted Stock. The shares of preferred stock and common stock to be issued in connection with this Agreement will be issued in a transaction exempt from registration under the Securities Act by reason of Section 4(2) thereof, and Parent is relying on the representations of SLA with respect to such exemption. There will be placed on the certificates for such shares, or shares issued in substitution thereof, two legends stating in substance:

"The securities represented hereby have not been registered under the Securities Act of 1933, as amended, and may not be offered, sold, transferred or otherwise disposed of unless registered with the Securities and Exchange Commission of the United States and the securities regulatory authorities of applicable states or unless an exemption from such registration is available."
"The securities represented by this certificate are subject to restrictions on transfer set forth in the Asset Purchase Agreement dated _____ __, 2016, a copy of which may be obtained from the Secretary of _____. This restriction is independent of and in addition to the other restrictions on transfer noted hereon."

The foregoing legends will also be placed on any certificate representing securities issued subsequent to the original issuance of the stock as a result of any subsequent assignment, merger or transfer of such shares or any stock dividend, stock split, or other recapitalization or reorganization of Acquiror or Parent.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SLA

SLA hereby represents and warrants to Acquiror as follows as of the date hereof and the Closing Date:

Section 4.1 Organization. SLA is a corporation duly and validly incorporated under the Companies (Northern Ireland) Order 1986. Copies of the Certificate of Incorporation and articles of association of SLA and all amendments thereto, heretofore delivered to SLA are accurate and complete as of the date hereof.

Section 4.2 Authorization. SLA has all requisite corporate power and authority, and has taken all corporate action necessary, to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations thereunder. The execution and delivery of this Agreement by SLA and the consummation by SLA of the transactions contemplated hereby have been duly approved by the boards of directors and shareholders of SLA. No other corporate proceedings on the part of SLA are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by SLA and is a legal, valid and binding obligation of SLA, enforceable against SLA in accordance with its terms.

Section 4.3 No Conflict or Violation. Neither the execution, delivery or performance of this Agreement nor the consummation of the transactions contemplated hereby, nor compliance by SLA with any of the provisions hereof, will (1) violate or conflict with any provision of the Articles of Incorporation or Bylaws of SLA or, (2) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, or accelerate the performance required by, or result in a right of termination or acceleration under, any of the terms, conditions or provisions of any contract, indebtedness, note, bond, indenture, security or pledge agreement, commitment, license, lease, franchise, permit, agreement, authorization, concession, or other instrument or obligation to which SLA is a party, or (3) violate any statute, rule, regulation, ordinance, code, order, judgment, ruling, writ, injunction, decree or award except, in the case of each of clauses (a), (b) and (c) above, for such violations, conflicts, breaches, defaults, terminations, accelerations or creations of encumbrances which, in the aggregate, would not have a Material Adverse Effect on the Business or its ability to consummate the transactions contemplated hereby.

Section 4.4 Required Consents. Schedule 4.4 sets forth each action, consent, approval, notification, waiver, authorization, order or filing (each, a "Required Consent" and collectively, the "Required Consents") under any Law, License or Contract to which SLA is a party that is necessary with respect to the execution, delivery and performance of this Agreement or the SLA Ancillary Documents to avoid a breach or violation of, or giving rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit under any such Law, License or Contract. Except as set forth on Schedule 4.4, no consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required with respect to SLA or the Shareholders in connection with the execution, delivery or performance of this Agreement or the SLA Ancillary Documents or the consummation of the transactions contemplated hereby.

Section 4.5 Real Property. SLA has no Owned Real Property. Schedule 4.5 sets forth a true, correct and complete legal description of each parcel of Leased Real Property used in the operation of the Digital Solutions Business and the lease agreement associated therewith. The lease(s) with respect thereto are in full force and effect and are valid, binding and enforceable against the parties thereto in accordance with their respective terms.

Section 4.6 No Undisclosed Liabilities. There are no liabilities of SLA's Digital Solutions Business of any kind whatsoever, whether accrued, contingent, absolute or otherwise, and whether known or unknown, except for:

(a) liabilities and obligations properly reflected or provided for in the Reference Balance Sheet or the SLA Financial Statements;

(b) liabilities and obligations incurred in the ordinary course of business, consistent with past practice, since the date of the Reference Balance Sheet and of a type reflected on such Reference Balance Sheet; and

(c) liabilities and obligations under Contracts that are not (i) attributable to any failure by SLA to comply with the terms thereof or any express or implied warranty, or (ii) entered into in violation of this Agreement.

Exhibit 2.3attached hereto sets forth a complete and accurate list of all the liabilities that Acquiror shall assume at the Closing. All other liabilities of SLA shall not be assumed by Acquiror and shall be retained by SLA.

Section 4.7 Absence of Certain Changes. Since the date of the Reference Balance Sheet of SLA's Digital Solutions Business, there has not been (a) any Material Adverse Effect as to SLA, (b) any damage, destruction, loss or casualty to property or assets of SLA (including the Assets) with a value in excess of $10,000, whether or not covered by insurance, (c) any sale, transfer or disposition of any properties or assets, other than sales of inventory in the ordinary course of business, consistent with past practice or (d) any action taken of the type described in Section 7.1, that, had such action occurred following the date hereof without Acquiror's prior approval, would be in violation of such Section 7.1.

Section 4.8 Legal Proceedings. There is no suit, action, claim, arbitration, proceeding or investigation pending or, to the Knowledge of SLA, threatened against SLA, or the Digital Solutions Assets before any Governmental Entity. No suit, action, claim, proceeding or investigation pending or, to the Knowledge of SLA, threatened against SLA or the Digital Solutions Assets before any Governmental Entity, if finally determined adversely, is reasonably likely, individually or in the aggregate, to have a Material Adverse Effect on SLA. SLA is not subject to any judgment, decree, injunction, rule or order of any court or arbitration panel.

Section 4.9 Compliance with Law. SLA (a) has not been charged with, and has not received any written notice that it is under investigation with respect to, and, to the Knowledge of SLA, is not otherwise now under investigation with respect to, a violation of any applicable Law, (b) is not a party to, or bound by, any order, judgment, decree, injunction, rule or award of any Governmental Entity and (c) has filed all reports and has all Licenses required to be filed with any Governmental Entity on or prior to the date hereof.

Section 4.10 Assumed Contracts. Schedule 4.11 sets forth a true, correct and complete list of all of the contracts currently in force to which SLA is a party or under which SLA has continuing liabilities and/or obligations, and which relate exclusively to SLA's Digital Solutions Business (other than the insurance policies on Schedule 4.16).

True, correct and complete copies of all Assumed Contracts have been provided to Acquiror via the Sharepoint depository. The Assumed Contracts are legal, valid, binding and enforceable in accordance with their respective terms with respect to SLA and, to the Knowledge of SLA, each other party thereto. There is no existing default or breach of SLA under any Assumed Contract (or event or condition that, with notice or lapse of time or both could constitute a default or breach) and, to the Knowledge of SLA, there is no such default (or event or condition that, with notice or lapse of time or both, could constitute a default or breach) with respect to any third party to any Assumed Contract. There is no term, obligation, understanding or agreement that would modify any term of an Assumed Contract or any right or obligation of a party thereunder which is not reflected on the face of such Assumed Contract. No Assumed Contract is a contract or agreement in which, in SLA's best estimate, the direct labor cost, direct materials cost and applied overhead (calculated on a basis consistent with past practice) incurred or to be incurred in connection therewith (but excluding selling, general and administrative expenses) exceed the revenues derived or to be derived therefrom. SLA is not participating in any discussions or negotiations regarding termination or modification of or amendment to any Assumed Contract or entry in any new Contract.

Section 4.11 Officers, Employees and Independent Contractors. Schedule 4.12 contains a true, correct and complete list of the Employees (whether full-time, part-time or otherwise) , specifying their position, annual salary and other compensation, hourly wages, date of hire, work location, length of service, hours of service, and (b) all of the independent contractors currently used by SLA Digital Solutions Business, specifying the name of the independent contractor, type of labor, fees paid to such independent contractor for calendar year 2015, work location and address. SLA has not made any verbal commitments to any officer, employee, former employee, consultant or independent contractor of SLA with respect to compensation, promotion, retention, termination, severance or similar matters in connection with the transactions contemplated hereby or otherwise.

Section 4.12 Intellectual Property.

(a) Schedule 4.13(a) contains a true, correct and complete list of all SLA Digital Solutions Business Intellectual Property. SLA owns, or is licensed or otherwise has the right to use, free and clear of any Liens, all Intellectual Property used in connection with the operation and conduct of its Digital Solutions Business. Schedule 4.13(a) sets forth a true, correct and complete list of all such licensing. Except as otherwise disclosed in Schedule 4.13(a), there are no agreements or arrangements between SLA and any third party which have any effect upon SLA's title to or other rights respecting the Intellectual Property, including the right to transfer the same as contemplated by this Agreement. To the extent that any SLA Intellectual Property has been developed or created by a third party for SLA, SLA has a written agreement with such third party with respect thereto and SLA thereby either (i) has obtained ownership of and is the exclusive owner of, or (ii) has obtained a license (sufficient for the conduct of its business as currently conducted) to, all of such third party's Intellectual Property in such work, material or invention by operation of law or by valid assignment.

(b) To the Knowledge of SLA, neither SLA nor any of its products or services has infringed upon or otherwise violated, or is infringing upon or otherwise violating, the Intellectual Property of any third party. To the Knowledge of SLA, no Person has infringed upon or violated, or is infringing upon or violating, any SLA Intellectual Property.

(c) SLA has taken reasonable steps to protect its rights in its Confidential Information and any trade secret or confidential information of third parties used by SLA, and to the Knowledge of SLA, except under confidentiality obligations, there has not been any disclosure by SLA of any of its Confidential Information or any such trade secret or confidential information of third parties.

Section 4.13 Disclosure. No representations, warranties, assurances or statements by SLA in this Agreement and no statement contained in any document (including the SLA Financial Statements and the SLA Disclosure Letter), certificates or other writings furnished or to be furnished by SLA to Acquiror or any of its representatives pursuant to the provisions hereof contains or will contain any untrue statement of material fact, or omits or will omit to state any fact necessary, in light of the circumstances under which it was made, in order to make the statements herein or therein not misleading.

Section 4.14 No Other Agreements. SLA does not have any commitment or legal obligation, absolute or contingent, to any other Person (other than Acquiror hereunder) to sell, assign, transfer or effect a sale of the Assets, to effect any merger, consolidation, liquidation, dissolution or other reorganization of SLA, or to enter into any agreement or cause the entry into of an agreement with respect to any of the foregoing.

Section 4.15 Investment Representations. SLA is acquiring the Acquiror Securities and Parent Securities (together, the "Shares") for its own account, for investment and not with a view to the distribution thereof within the meaning of the Securities Act. SLA understands that (i) the Shares have not been registered under the Securities Act or any state securities laws, by reason of their issuance in a transaction exempt from the registration requirements thereof and (ii) the Shares may not be sold unless such disposition is registered under the Securities Act and applicable state securities laws or is exempt from registration thereunder. SLA further understand that the exemption from registration afforded by Rule 144 (the provisions of which are known to SLA) promulgated under the Securities Act depends on the satisfaction of various conditions, and that, if applicable, Rule 144 may afford the

basis for sales only in limited amounts. SLA is an "accredited investor" (as defined in Rule 501(a) under the Securities Act) and/or is not a U.S. Person as defined in Rule 902 of Regulation S promulgated under the Securities Act. SLA has been provided the opportunity at reasonable times prior to the date hereof to discuss the Acquiror's business and the Parent's business with directors, officers and management of Acquiror and Parent, and to review each of its operations. SLA has also had the opportunity to ask questions and receive answers regarding the terms and conditions of the offering of the Acquiror Securities and Parent Securities.

a) *Non-U.S. Shareholder*. If SLA (for purposes of this subsection only, the "Shareholder") is not a U.S. Person, such Shareholder hereby represents the following:

i. the Shareholder is not a U.S. Person;

ii. the Shareholder is outside the United States when receiving and executing this Agreement;

iii. the Shareholder is not acquiring the Shares for the account or benefit of, directly or indirectly, any U.S. Person;

iv. the Shareholder is acquiring the Shares as principal for investment only and not with a view to, or for, resale, distribution or fractionalization thereof, in whole or in part, and, in particular, it has no intention to distribute either directly or indirectly any of the Shares in the United States or to U.S. Persons;

v. the Shareholder understands and agrees not to engage in any hedging transactions involving any of the Shares unless such transactions are in compliance with the provisions of the 1933 Act and in each case only in accordance with applicable state securities laws;

vi. the Shareholder acknowledges that it has not acquired the Shares as a result of, and will not itself engage in, any "directed selling efforts" (as defined in Regulation S under the 1933 Act) in the United States in respect of any of the 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 any of the Shares; provided, however, that the Purchaser may sell or otherwise dispose of any of the Shares pursuant to registration of any of the Shares pursuant to the 1933 Act and any applicable state securities laws or under an exemption from such registration requirements and as otherwise provided herein; the Purchaser acknowledges that he/she/it may not resell his/her/its Shares within six months from the date this Agreement is accepted by Acquiror unless the following conditions are met: (1) the purchaser of those shares certifies that it is not a U.S. Person and is not acquiring the shares for the account or benefit of any U.S. Person, and (2) the resale of such securities is only made in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration.

b) The Shareholder has such knowledge and experience in financial, investment and business matters that he is capable of evaluating the merits and risks of the prospective investment in the Shares. The Shareholder has consulted with such independent legal counsel or other advisers as he has deemed appropriate to assist the undersigned in evaluating his proposed investment in the Shares.

c) Shareholder represents that he (i) has adequate means of providing for his current financial needs and possible personal contingencies, and has no need for liquidity of investment in the Common Stock; (ii) can afford to (a) hold unregistered securities for an indefinite period of time as required and (b) sustain a complete loss of the entire amount of the investment; and (iii) has not made an overall commitment to investments which are not readily marketable which is disproportionate so as to cause such overall commitment to become excessive. The Shareholder has sufficient liquid assets to sustain a loss of the its entire investment.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND PARENT

Acquiror and Parent hereby represent and warrant to SLA as follows as of the date hereof and the Closing Date:

Section 5.1 Organization.

(a) Acquiror and Parent are each a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Nevada and have all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Each of Parent and Acquiror are duly qualified or registered as a foreign corporation to transact business under the Laws of each jurisdiction where the character of its activities or the location of the properties owned or leased by it requires such qualification or registration, except in such jurisdictions where the failure to be so qualified or in good standing would not reasonably be expected to have a Material Adverse Effect on Acquiror.

(b) The authorized capital stock of Acquiror consists of 10,000,000 shares of common stock, $0.001 par value per share, of which 10,000,000 shares are issued and outstanding, and 60 shares of preferred stock, $0.001 par value per share, of which 11 are issued and outstanding

(c) The authorized capital stock of Parent is as set forth in the Parent's Reports.

Section 5.2 Authorization. Acquiror has full corporate power and authority to execute and deliver this Agreement and the Acquiror Ancillary Documents and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Acquiror Ancillary Documents by Acquiror and the performance by Acquiror of its obligations hereunder and thereunder and the consummation of the transactions provided for herein and therein have been duly and validly authorized by all necessary corporate action on the part of Acquiror. This Agreement has been, and the Acquiror Ancillary Documents shall be as of the Closing Date, duly executed and delivered by Acquiror and do or shall, as the case may be, constitute the valid and binding agreements of Acquiror, enforceable against Acquiror in accordance with their respective terms, except to the extent that enforceability may be limited by the effect of (i) any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.

Section 5.3 Absence of Restrictions and Conflicts. The execution, delivery and performance of Acquiror of this Agreement and the Acquiror Ancillary Documents, as applicable, the consummation of the transactions contemplated hereby and thereby and the fulfillment of and compliance with the terms and conditions hereof and thereof do not or shall not (as the case may be), with the passing of time or the giving of notice or both, (a) contravene or conflict with any term or provision of the articles of incorporation or bylaws of Acquiror, (b) violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, permit the acceleration of any obligation under or create in any party the right to terminate, modify or cancel any Contract to which Acquiror is a party, (c) contravene or conflict with any judgment, decree or order of any Governmental Entity to which Acquiror is a party or by which Acquiror or any of its respective properties are bound or (d) contravene or conflict with any Law or arbitration award applicable to Acquiror, except in the case of each of (b) and (d) above to the extent any such violation, breach or conflict would not reasonably be expected to result in a Material Adverse Effect on Acquiror.

Section 5.4 Required Consents. Schedule 6.4 sets forth each Required Consent under any Law, License or Contract to which Acquiror is a party that is necessary with respect to the execution, delivery and performance of this Agreement or the Acquiror Ancillary Documents to avoid a breach or violation of, or giving rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit under any such Law, License or Contract. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required with respect to Acquiror in connection with the execution, delivery or performance of this Agreement or the Acquiror Ancillary Documents or the consummation of the transactions contemplated hereby.

Section 5.5 Disclosure. No representations, warranties, assurances or statements by Acquiror in this Agreement and no statement contained in any document, certificates or other writings furnished or to be furnished by Acquiror to SLA or any of its representatives pursuant to the provisions hereof contains or will contain any

untrue statement of material fact, or omits or will omit to state any fact necessary, in light of the circumstances under which it was made, in order to make the statements herein or therein not misleading.

Section 5.6 Financial Statements. The Parent's financial statements (including the notes thereto) included in Parent's most recently filed Annual Report and Quarterly Report filed through the OTC Markets Group ("Parent's Reports") (1) have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered thereby and (2) fairly and accurately present the assets, liabilities (including all reserves) and financial position of the Parent as of the respective dates thereof and the results of operations and changes in cash flows for the periods then ended. At the respective dates of the Parent's Reports, there were no liabilities of Parent and its subsidiaries, taken as a whole, which, in accordance with generally accepted accounting principles, should have been shown or reflected in the Parent's Reports, which are not shown or reflected in the Parent's Reports. The Parent's Reports filed with the OTC Markets Group have complied in all material respects with the requirements of Section 12 of the Securities Act of 1933, as amended.

ARTICLE VI

Section 6.1 SLA shall indemnify the Acquiror against all Losses incurred by the Acquiror in connection with or as a result of:

(a) any claim or demand by any TUPE Employee or a trade union or other body or person representing a TUPE Employee (whether in contract, tort, under statute, pursuant to European law or otherwise) arising from any act, fault or omission of the Acquiror on or before the Closing Date;

(b) any failure by the Acquiror to comply with its obligations under regulations 13 and 14 of the Transfer Regulations, or any award of compensation under regulation 15 of the Transfer Regulations; and

(c) a claim by any person whose employment has transferred or alleges that their employment has transferred to the Acquiror.

ARTICLE VII
CERTAIN COVENANTS AND AGREEMENTS

7.1 Risk of Loss. The risk of loss with respect to the assets of SLA shall remain with SLA until the Closing.

7.2 Consents. SLA shall, from the Effective Time to the IP Assignment Date for each Assumed Contract and during the remaining term of each Non-Assignable Contract, use commercially reasonable efforts to (a) obtain the consent of the third parties required thereunder (only after the IP Assignment Date), (b) make the benefit of such Assumed and Non-Assignable Contract available to Acquiror so long as Acquiror promptly reimburses SLA for all payments made by SLA in connection therewith and (c) enforce, at the sole expense and for the account of Acquiror, any right of SLA arising from such Assumed and Non-Assignable Contract against the other party or parties thereto (including the right to elect or terminate any such Assumed or Non-Assignable Contract in accordance with the terms thereof). SLA shall not take any action or suffer any omission that could limit, restrict or terminate in any material respect the benefits to Acquiror of such Assumed or Non-Assignable Contract unless, in good faith and after consultation with and prior written notice to Acquiror, SLA is (i) ordered to do so by a Governmental Entity of competent jurisdiction or (ii) otherwise required to do so by Law. With respect to any such Non-Assignable Contract as to which the necessary approval or consent for the assignment or transfer to Acquiror is obtained following the IP Assignment Date, SLA shall transfer such Non-

Assignable Contract to Acquiror by execution and delivery of an instrument of conveyance reasonably satisfactory to Acquiror within five (5) Business Days following receipt of such approval or consent.

7.3 Transfer Taxes; Expenses. Any taxes or recording fees payable as a result of the purchase and sale of the Digital Solutions Assets or any other action contemplated hereby shall be borne by Acquiror. The Parties shall cooperate in the preparation, execution and filing of all returns, questionnaires, applications and other documents regarding taxes and all transfer, recording, registration and other fees that become payable in connection with the transactions contemplated hereby that are required or permitted to be filed at or prior to the Closing.

7.4 Insurance. SLA shall in good faith cooperate with Acquiror and take all actions reasonably requested by Acquiror that are necessary or desirable to permit Acquiror to have available to it following the Closing the benefits and liabilities (whether direct or indirect) of the insurance policies maintained by or on behalf of SLA that are currently in force related to the Digital Solutions Business. All costs relating to the actions described in this Section shall be borne solely by Acquiror.

7.5 Intercompany Master Services Agreement. Simultaneous with Closing, the Acquiror shall enter into a master services agreement with SLA, in the form attached hereto as Exhibit 7.7.

7.6 IP License and Assignment Agreement. Simultaneous with Closing, the Acquiror shall enter into an IP license and assignment agreement with SLA, in the form attached hereto as Schedule 2.1(a).

7.7 Appointment of New Board of Directors and Officers.

Concurrent with the Closing, Vincent Browne shall remain a member of the Board of Directors of the Acquiror, and SLA will have the right from time to time to appoint up to three directors to Acquiror's Board of Directors. Thereafter, all such directors will hold office until their respective successors are duly elected or appointed and qualify in the manner provided in the Certificate of Incorporation and Bylaws of Acquiror, or as otherwise provided by applicable law.

The Acquiror and the Parent shall take such corporate action(s) required by the Company's Articles of Incorporation and/or Bylaws or otherwise to ensure that the rights of appointment in favour of SLA as detailed in this Section 7.7 are and remain available to SLA. SLA in exercise of the above right of appointment hereby appoint the below named persons to their respective positions, to be effective on the Closing Date.

Name	Position
Mr. Nic Stirk	CEO
Mr. Kevin Drayne	CFO, Corp. Sec.
Mr. Ray Naughton	Non-Executive Chairman

7.8 Without prejudice to section 7.7, the Parent, for so long as it is the majority shareholder of Acquiror, shall not vote to remove any of the three directors appointed by SLA to the Acquiror's Board of Directors so long as SLA's option to exchange shares pursuant to Exhibit 7.9 has not expired or been exercised.

7.9 Beneficial Ownership Table of Acquiror at Closing. At the Closing, the ownership of SLA Digital, Inc. shall be as detailed in the SLA Digital, Inc. Beneficial Ownership Table, attached hereto and incorporated herein as Exhibit 7.9.

ARTICLE VIII
CONDITIONS TO CLOSING

Section 8.1 Conditions to Obligations of Acquiror. The obligations of Acquiror to consummate the transactions contemplated hereby shall be subject to the fulfillment (or waiver by Acquiror) at or prior to the Closing of each of the following conditions:

(a) Injunction. There shall be no effective injunction, writ or preliminary restraining order or any order of any nature issued or Law passed by a Governmental Entity of competent jurisdiction to the effect that the transactions contemplated hereby may not be consummated as provided herein, no proceeding or lawsuit shall have been commenced by any Governmental Entity for the purpose of obtaining any such injunction, writ or preliminary restraining order and no written notice shall have been received from any Governmental Entity indicating an intent to restrain, prevent, materially delay or restructure the transactions contemplated hereby, in each case where the Closing would (or would be reasonably likely to) result in a material fine or penalty payable by Acquiror or a material restriction on Acquiror's operation of its business as a result of such matter.

(b) Consents. All Required Consents, including the approval by at least 75% of the shareholders of SLA and 100% of the SLA secured creditors who have a secured interest in any of the Digital Solutions Assets, shall have been obtained or made on terms and conditions reasonably satisfactory to Acquiror.

(c) Representations and Warranties. Each of the representations and warranties of SLA shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date**,** except that those representations and warranties that by their terms are qualified by materiality shall be true and correct in all respects.

(d) Performance of Obligations of SLA. SLA shall have performed in all material respects all covenants and agreements required to be performed by it hereunder at or prior to the Closing.

(e) Ancillary Documents. SLA shall have delivered, or caused to be delivered, to Acquiror all of the Ancillary Documents, including but not limited to, the IP Assignment Agreement and the Master Services Agreement.

Section 8.2 Conditions to Obligations of SLA. The obligations of SLA to consummate the transactions contemplated hereby shall be subject to the fulfillment (or waiver by SLA) at or prior to the Closing of each of the following additional conditions:

(a) Injunction. There shall be no effective injunction, writ or preliminary restraining order or any order of any nature issued by a Governmental Entity of competent jurisdiction to the effect that the transactions contemplated hereby may not be consummated as provided herein, no proceeding or lawsuit shall have been commenced by any Governmental Entity for the purpose of obtaining any such injunction, writ or preliminary restraining order and no written notice shall have been received from any Governmental Entity indicating an intent to restrain, prevent, materially delay or restructure the transactions contemplated hereby, in each case where the Closing would (or would be reasonably likely to) result in a material fine or penalty payable by SLA.

(b) Consents. All consents, approvals, orders or authorizations of, or registrations, declarations or filings with, any Governmental Entity required in connection with the execution, delivery or performance hereof shall have been obtained or made on terms and conditions reasonably satisfactory to SLA.

(c) Representations and Warranties. Each of the representations and warranties of Acquiror shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date**,** except that those

representations and warranties that by their terms are qualified by materiality shall be true and correct in all respects.

(d) Performance of Obligations by Acquiror. Acquiror shall have performed in all material respects all covenants and agreements required to be performed by it hereunder on or prior to the Closing Date.

(e) Ancillary Documents. Aquiror shall have delivered, or caused to be delivered, to SLA all of the Ancillary Documents.

(f) Parent shall have amended its Articles of Incorporation and filed such amended articles with the state of Nevada to increase its total authorized common stock in the state of Nevada by at least 500,000,000 additional shares.

ARTICLE IX
CLOSING

Section 9.1 Closing. Subject to the satisfaction or waiver of the conditions set forth in Article VIII, the Closing shall occur on or before February 10, 2016 or such other date as the Parties may agree. The Closing shall take place at the offices of SLA, or at such other place as the Parties may agree.

Section 9.2 SLA Closing Deliveries. At the Closing, SLA shall deliver to Acquiror the following:

(a) a certificate or certificates executed by a duly authorized officer of SLA as to compliance with the conditions set forth in Section 8.1(c), and (d) hereof; and

(b) all other documents required to be entered into by SLA pursuant hereto or reasonably requested by Acquiror to convey the Digital Solutions Assets to Acquiror or to otherwise consummate the transactions contemplated hereby, including, but not limited to, the Master Services Agreement.

Section 9.3 Acquiror Closing Deliveries. On the Closing, Acquiror shall deliver, or caused to be delivered, to SLA the following:

(a) a certificate representing the Acquiror Securities to be issued at Closing and a signed letter of instruction to the Parent's transfer agent to issue the Parent Securities in exchange for the purchase of the Assets pursuant to 3.1;

(b) a certificate of an authorized officer as to compliance with the conditions set forth in Section 8.2(c) and (c);

(c) all other documents required to be entered into or delivered by Acquiror at or prior to the Closing pursuant hereto.

ARTICLE X
TERMINATION

Section 10.1 Termination. This Agreement may be terminated:

(a) in writing by mutual consent of SLA and Acquiror;

(b) by written notice from SLA to Acquiror, in the event Acquiror (i) fails to perform in any material respect any of its agreements contained herein required to be performed by it at or prior to the Closing or (ii) materially breaches any of its representations and warranties contained herein, which failure

or breach is not cured within ten (10) days following SLA having notified Acquiror of its intent to terminate this Agreement pursuant to this Section 10.1(b);

(c) by written notice from Acquiror to SLA, in the event SLA or the Shareholders (i) fails to perform in any material respect any of their agreements contained herein required to be performed by it at or prior to the Closing or (ii) materially breaches any of their representations and warranties contained herein, which failure or breach is not cured within ten (10) days following Acquiror having notified SLA of its intent to terminate this Agreement pursuant to this Section 10.1(c);

(d) by written notice from either Aquiror or SLA to the other under the circumstances described in **Error! Reference source not found.**; or

(e) by written notice by SLA to Acquiror or Acquiror to SLA, as the case may be, in the event the Closing has not occurred on or prior to February 25, 2016_ (the "Expiration Date") for any reason other than delay or nonperformance of the Party seeking such termination.

Section 10.2 Specific Performance and Other Remedies. Each Party hereby acknowledges that the rights of each Party to consummate the transactions contemplated hereby are special, unique and of extraordinary character and that, in the event that any Party violates or fails or refuses to perform any covenant or agreement made by it herein, the non-breaching Party may be without an adequate remedy at law. In the event that any Party violates or fails or refuses to perform any covenant or agreement made by such Party herein, the non-breaching Party or Parties may, subject to the terms hereof and in addition to any remedy at law for damages or other relief, institute and prosecute an action in any court of competent jurisdiction to enforce specific performance of such covenant or agreement or seek any other equitable relief.

Section 10.3 Effect of Termination. In the event of termination of this Agreement pursuant to this Article X, this Agreement shall forthwith become void and there shall be no liability on the part of any Party or its partners, officers, directors or stockholders, except for obligations under Section 10.2 (Specific Performance and Other Remedies), Section 12.1 (Notices), Section 12.5 (Controlling Law), Section 12.6 (Severability), Section 12.8 (Enforcement of Certain Rights), Section 12.9 (Waiver; Amendment) and Section 12.14 (Transaction Costs) and this Section 10.3, all of which shall survive the Termination Date. Notwithstanding the foregoing, nothing contained herein shall relieve any Party from liability for any breach hereof; *provided, however*, that (i) if any Party terminates this Agreement under Section 10.1(b) or 10.1(c) on the basis that the other Party breached any agreement or covenant or (ii) a Party refuses to close notwithstanding the conditions precedent to such Party's obligation to close having been fulfilled, then, the Party who breached the covenant (as to clause (i)) or the Party who refused to close (as to clause (ii)) shall be required to pay all costs and expenses of the other Party, including reasonable attorneys' and accountants' fees and expenses incurred in connection with the transactions described herein.

ARTICLE XI
INDEMNIFICATION

11.1 Indemnification Obligations of SLA. From and after the Closing, SLA shall indemnify and hold harmless the Acquiror Indemnified Parties from, against and in respect of any and all Losses arising out of or relating to:

(a) any breach or inaccuracy of any representation or warranty made by SLA in this Agreement or in any Ancillary Document, whether such representation or warranty is made as of the date hereof or as of the Closing Date; or

(b) any breach of any covenant, agreement or undertaking made by SLA in this Agreement or in any Ancillary Document.

The Losses of the Acquiror Indemnified Parties described in this Section as to which the Company Indemnified Parties are entitled to indemnification are collectively referred to as "Company Losses."

11.2 Indemnification Obligations of the Acquiror. From and after the Closing, the Acquiror shall indemnify and hold harmless SLA Indemnified Parties from, against and in respect of any and all Losses arising out of or relating to:

(a) any breach or inaccuracy of any representation or warranty made by the Acquiror in this Agreement or in any Acquiror Ancillary Document, whether such representation or warranty is made as of the date hereof or as of the Closing Date; or

(b) any breach of any covenant, agreement or undertaking made by the Acquiror in this Agreement or in any ancillary document.

The Losses of the SLA Indemnified Parties described in this Section as to which the SLA Indemnified Parties are entitled to indemnification are collectively referred to as "SLA Losses."

11.3 Survival Period. The representations and warranties of the Parties contained herein shall not be extinguished by the Closing, but shall survive the Closing for, and all claims for indemnification in connection therewith shall be asserted not later than, eighteen months following the Closing Date; provided, however, that (a) each of the representations and warranties contained in Section 4.1 (Organization), Section 4.2 (Authorization), Section 6.1 (Organization), Section 6.2 (Authorization) shall survive the Closing without limitation as to time, and the period during which a claim for indemnification may be asserted in connection therewith shall continue indefinitely. The covenants and agreements of the Parties hereunder shall survive without limitation as to time, and the period during which a claim for indemnification may be asserted in connection therewith shall continue indefinitely. Notwithstanding the foregoing, if, prior to the close of business on the last day a claim for indemnification may be asserted hereunder, an Indemnifying Party shall have been properly notified of a claim for indemnity hereunder and such claim shall not have been finally resolved or disposed of at such date, such claim shall continue to survive and shall remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms hereof.

11.4 Procedure.

(a) Cooperation. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and the attorneys defending the Indemnification Claims in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the Indemnified Party may, at its own cost, participate in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom. The parties shall cooperate with each other in any notifications to insurers.

(b) Conduct of Indemnification Proceedings. Any person entitled to indemnification under this Section 11.1 or 11.2 will (i) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification (but omission of such notice shall not relieve the indemnifying party from liability hereunder except to the extent such indemnifying party is actually prejudiced by such failure to give notice), and (ii) unless in such indemnified party's reasonable judgment a conflict of interest may exist between the indemnified and indemnifying parties with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If the indemnifying party so assumes the defense of such claim, after notice from the indemnifying party to the indemnified party of its election to so assume the defense thereof, the indemnifying party will not be liable to the indemnified party for any legal or other expenses Subsequently incurred by the indemnified party in connection with the defense of such claim. If such defense is not assumed by the indemnifying party, the indemnifying party will not be Subject to any liability for any settlement made without its consent (but such consent will not be unreasonably withheld). No indemnifying party will consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of an unconditional release of all indemnified parties from all liability with respect to such claim or litigation. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim (i) will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, and (ii) shall be entitled to participate in (at its own cost and expense), but not control, the defense of such claim.

11.5 Contribution. If the indemnification provided for in Section 11 is unavailable or insufficient to hold harmless each of the indemnified parties against any losses, claims, damages, liabilities and expenses (or

actions in respect thereof) referred to therein, then the indemnifying party shall, in lieu of indemnifying each party entitled to indemnification hereunder, contribute to the amount paid or payable by such party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified parties on the other in connection with the statements or omissions or alleged statements or omissions that resulted in such losses, claims, damages, liabilities or expenses. The relative fault of such persons shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact, or omission or alleged omission to state a material fact, relates to information supplied by or concerning the indemnifying party on the one hand, or by such indemnified person on the other, and such person's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section were determined by pro rata allocation or by any other allocation that does not take into account the equitable considerations referred to in this Section. No person guilty of fraudulent misrepresentation within the meaning of the Securities Act shall be entitled to contribution from any person that is not guilty of such fraudulent misrepresentation.

11.6 Each Indemnifying Party's total liability to provide indemnification for a Loss or Losses pursuant to Sections 11.1 and 11.2 shall not exceed Two Million Dollars ($2,000,000) (the "Cap Amount").

11.7 Right of Offset. Anything in this Agreement to the contrary notwithstanding, SLA shall be entitled to satisfy any liability for indemnification pursuant to sections 11.1 and 11.2 by way of transfer by SLA to Parent or Acquiror of such number of securities as is held by it which is equal to the amount of such liability. In calculating the number of any Series A Convertible Preferred Shares which may be set off against under this Section hereof, the value of the Preferred Shares shall be on an as-converted basis at the time of SLA's right of Offset.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 12.1 Notices. All notices, communications and deliveries required or made hereunder must be made in writing signed by or on behalf of the Party making the same, shall specify the Section hereunder pursuant to which it is given or being made, and shall be delivered personally or by telecopy transmission or by a national overnight courier service or by registered or certified mail (return receipt requested) (with postage and other fees prepaid) as follows:

To SLA:

with a copy to:

To Acquiror:

or to such other representative or at such other address of a Party as such Party may furnish to the other Parties in writing. Any such notice, communication or delivery shall be deemed given or made (a) on the date of delivery, if delivered in person, (b) upon transmission by facsimile if receipt is confirmed by telephone, (c) on the first (1st) Business Day following delivery to a national overnight courier service or (d) on the fifth (5th) Business Day following it being mailed by registered or certified mail.

Section 12.2 Schedules and Exhibits. The SLA Disclosure Letter, Acquiror Disclosure Letter and Exhibits are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full herein.

Section 12.3 Assignment; Successors in Interest. No assignment or transfer by any Party of such Party's rights and obligations hereunder shall be made except with the prior written consent of the other Parties. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, and any reference to a Party shall also be a reference to the successors and permitted assigns thereof.

Section 12.4 Captions. The titles, captions and table of contents contained herein are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 12.5 Controlling Law. This Agreement shall be governed by and construed and enforced in accordance with the internal Laws of the State of Nevada without reference to its choice of law rules.

Section 12.6 Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Law, each Party hereby waives any provision of Law that renders any such provision prohibited or unenforceable in any respect.

Section 12.7 Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts. This Agreement and any document executed and delivered in connection with this Agreement, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or as an attachment to an electronic mail message in "pdf" or similar format, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party to any such agreement or instrument, each other Party hereto or thereto shall re-execute original forms thereof and deliver them to all other Parties. No Party to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail attachment in "pdf" or similar format to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or as an attachment to an electronic mail message as a defense to the formation of a contract and each such Party forever waives any such defense. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a Party's execution of this Agreement, without necessity of further proof. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

Section 12.8 Enforcement of Certain Rights. Nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any Person other than the Parties, and their successors or permitted assigns, any right, remedy, obligation or liability under or by reason of this Agreement, or result in such Person being deemed a third-party beneficiary hereof.

Section 12.9 Waiver; Amendment. Any agreement on the part of a Party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by a Party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the Parties.

Section 12.10 Integration. This Agreement and the documents executed pursuant hereto supersede all negotiations, agreements and understandings among the Parties with respect to the subject matter hereof (except for

any Confidentiality Agreement by and between the Parties which shall remain in effect until termination or expiration pursuant to its terms) and constitute the entire agreement among the Parties with respect thereto.

Section 12.11 Compliance with Bulk Sales Laws. Each Party hereby waives compliance by the Parties with the "bulk sales," "bulk transfers" or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

Section 12.12 Interpretation. Where the context requires, the use of a pronoun of one gender or the neuter is to be deemed to include a pronoun of the appropriate gender. References herein to any Law shall be deemed to refer to such Law, as amended from time to time, and all rules and regulations promulgated thereunder. The words "include," "includes," and "including" shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation." Except as otherwise indicated, all references in this Agreement to "Sections" and "Exhibits" are intended to refer to Sections of this Agreement and Exhibits of this Agreement.

Section 12.13 Cooperation Following the Closing. Following the Closing, each Party shall deliver to the other Parties such further information and documents and shall execute and deliver to the other Parties such further instruments and agreements as any other Party shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof or to assure to any other Party the benefits hereof.

Section 12.14 Transaction Costs. Except as provided above or as otherwise expressly provided herein, (a) Acquiror shall pay its own fees, costs and expenses incurred in connection herewith and the transactions contemplated hereby, including the fees, costs and expenses of its financial advisors, accountants and counsel, and (b) SLA shall pay the fees, costs and expenses of SLA incurred in connection herewith and the transactions contemplated hereby, including the fees, costs and expenses of financial advisors, accountants and counsel to SLA.

* * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, as of the date first above written.
SLA:

STIRK, LAMONT & ASSOCIATES LTD.

By: /s/ Kevin Drayne
Name: Kevin Drayne
Title: Finance Director

ACQUIROR:

SLA DIGITAL, INC.

By: /s/ Vincent Browne
Name: Vincent Browne
Title: Finance Director

PARENT COMPANY:

AXIOLOGIX, INC.
By: /s/ Vincent Browne
Name: Vincent Browne
Title: Chief Executive Officer

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), dated as of April 15, 2016 (the "Effective Date"), is by and among Axiologix, Inc., a Nevada corporation with corporate headquarters located at 5348 Vegas Drive, Las Vegas, NV 89108 (the "Company"), and Andrew S. Austin, whose primary residence is located at [__] (the "Executive").

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Nature of Employment.

    a. Duties and Responsibilities. Executive shall serve as the Company's Chief Executive Officer and President. Executive shall have the authority and duty to manage and conduct the business of the Company and such other duties and responsibilities as the Board of Directors of the Company shall determine, assign, or delegate from time to time during the period of this Agreement. Executive agrees to devote substantially all his employable time to the operations of the Company and shall abide by the rules, regulations, instructions, personnel practices, and policies of the Company and any changes to them that may be adopted by the Company, except to the extent inconsistent with the terms of this Agreement. Executive shall report to the Board of Directors of the Company. Executive shall be based in the California, United States area.

    b. Member of Board of Directors. Each year during the term of the Agreement, the Board shall designate Executive as a member of the Board of Directors, shall recommend Executive as a director, and the Board shall otherwise use its best efforts to have Executive elected as a director and to have him remain as a director during the term of this Agreement.

    c. Other Business Activities. Executive will devote his time, attention and best efforts to the Company's business on a full-time basis. Notwithstanding the foregoing, nothing in this Agreement shall prevent Executive, upon prior written approval of the Company's Board of Directors, from serving as a director or trustee of other corporations or businesses that are not in competition with the Company, as long as such activities or positions do not interfere with Executive's duties and responsibilities to the Company. Nothing in this Agreement shall prevent Executive from investing in or becoming a partner or shareholder in any corporation, partnership, or other venture not in competition with the Company, as long as such activities do not interfere with Executive's duties and responsibilities to the Company and provided that such activities do not violate Section 4 of this Agreement.

2. Compensation.

    a. Salary. Executive's salary shall be at a monthly rate of fifteen thousand dollars ($15,000) per month ($180,000 annual), subject to normal withholding. Such salary shall commence accruing from the Effective Date but shall only be paid when the Company is in a position to do so and with the approval of the Board. Executive will also be eligible to earn an annual bonus of up to fifty percent (50%) of Executive's salary; such bonus will be commensurate with performance, based upon the duties and responsibilities delineated in Paragraph 1 of this Agreement, as well as based on the Company achieving the specific revenue and profit, and based on reasonable specific performance targets that shall be defined with the mutual agreement of the Board within ninety days of the Effective Date of this Agreement.

    b. Stock. For undertaking this executive position and for other good and valuable consideration, the Company agrees to issue to Executive an initial payment of 500,000,000 Million (500,000,000) restricted shares of the Company's Common Stock ("Common Stock" or "compensation shares") to be delivered to Executive within ten (10) business days of the beginning of his tenure as Chief Executive Officer. This issuance shall be fully paid and non-assessable. The Company understands and agrees that Executive has foregone significant opportunities to accept this engagement and that the Company derives substantial benefit from the execution of this Agreement and the ability to announce its relationship with Executive.

c. Vacation. Executive shall be entitled to receive three weeks of paid vacation annually. Executive may schedule his vacations at his discretion so long as the timing of such vacations does not interfere with his responsibilities to the Company. Executive shall also be entitled to five paid sick days annually, and paid holidays as per the Company plan. Vacation time must be taken within the year following accrual; No more than five days of accrued vacation may be carried over to the next year.

d. Benefits. At this time, the Company does not provide US based officers, directors or employees with benefit plans or programs. Executive will be eligible to participate in any and all future employee benefit programs, as and when they become available.

e. Expenses. The Company shall reimburse Executive for all reasonable business-related expenses incurred by Executive in connection with his employment with the Company, including entertainment, travel, meals, and lodging in accordance with the policies, practices, and procedures in effect generally with respect to other peer executives of the Company. The Company shall reimburse Executive for these expenses on a monthly basis, after receipt of an invoice and proper and valid underlying expense documentation.

3. Term and Termination and Termination Payments.

a. Term. This Agreement shall commence on the Effective Date for a period of one month and continue automatically month to month thereafter.

b. Termination.

i. By Death. Executive's employment with the Company shall terminate automatically upon Executive's death.

ii. By Disability. The Company may terminate Executive's employment with the Company during any period in which Executive is considered by the Company to be disabled. Executive shall be considered "disabled" if, in the sole opinion of the Company, as determined in good faith, Executive is prevented, after reasonable accommodation by the Company, from properly performing his duties due to a mental or physical illness for a period of 180 days in the aggregate in any 12-month period.

iii. For Cause. Notwithstanding any other provision contained in this Agreement, the Company may terminate this Agreement immediately, at any time, for Cause. For purposes of this Agreement, "Cause" shall mean any of the following: (i) the conviction of a felony, or a crime involving dishonesty or moral turpitude; (ii) fraud, misappropriation or embezzlement; or (iii) willful failure or gross negligence in the performance of assigned duties, which failure or negligence continues for more than thirty (30) days following written notice of such failure or negligence.

iv. Termination by either Party. Either Party may terminate this Agreement for any reason upon thirty (30) days prior written notice.

c. Obligations of Executive on Termination.

i. Executive acknowledges and agrees that all property, including keys, credit cards, books, manuals, records, reports, notes, contracts, customer lists, Confidential Information as defined in this Agreement, copies of any of the foregoing, and any equipment furnished to Executive by the Company, belong to the Company and shall be promptly returned to the Company upon termination of employment.

ii. Upon termination of employment, Executive shall be deemed to have resigned from all offices and directorships then held with the Company.

iii. Executive acknowledges and agrees that Executive will comply with all of the surviving terms of this Agreement, specifically including, but not limited to, Sections 4 through 7 of this Agreement.

d. Obligations of the Company on Termination. Upon termination of this Agreement for any reason, with or without cause, or for death or disability, the Company's obligations to Executive under this Agreement shall include (a) the prorated payment of Executive's salary through the date of termination to the extent not paid by then; (b) the payment of earned and accrued bonus or incentive payments due Executive, if any, at the time of termination under any bonus or incentive plans in which Executive participated prior to termination; (c) the payment of any unused accrued vacation through the date of termination; and (d) the payment of any reimbursable business expenses that were documented by Executive prior to termination in accordance with the Company's policies as set forth in paragraph 2.e. of this Agreement and that were not reimbursed by the Company at the time of the termination of this Agreement.

4. Covenants of Executive.

a. Concurrently with the execution and delivery hereof, Executive received shares of common stock of the Company. Executive acknowledges and agrees that he has business expertise associated with the Company's business operations (the "Business") and is well known in the Company's industry. In addition, Executive has valuable business contacts with clients and potential clients of the Business and with professionals in the Company's industry. Since Executive has the ability to compete with the Company in the operation of the Business, Company therefore desires that Executive agree to this Section 4 of this Agreement. But for Executive's agreement to this Section 4 of this Agreement, Company would not have entered into this Agreement. Executive, in exchange for the securities portion of the consideration to be paid hereunder, is willing to agree to the terms of this Section 4.

b. During the Non-Competition Period (as hereinafter defined), the Executive shall not in any manner, directly or indirectly, including through entities controlled by such Executive (i) engage or participate in a business, or otherwise perform services for third parties which are competitive with those performed by the Company, or any parent, subsidiary or other affiliate of the Company (a "Company Affiliate"), with respect to a business ("Competitive Services"), or (ii) own or operate any business which engages or participates in the same or similar business or businesses conducted by the Company or Company Affiliate which performs Competitive Services. Executive shall be deemed to be engaged in the Business or performing Competitive Services if the Executive engages in such business or performs such services directly or indirectly, whether for the Executive's own account or for that of another person, firm or corporation, or whether as a stockholder, principal, partner, member, agent, investor, proprietor, director, officer, employee or consultant, except as an employee, director or consultant of the Company or a Company Affiliate; provided, however, that the Executive may hold an investment of no more than 5% of the equity securities of any publicly traded entity without violating this Agreement. For the purposes of this Agreement, the "Non-Competition Period" shall mean the term of this Agreement and for a period of one (1) year following the termination of Executive's employment or consultant relationship with the Company, or any current or future Company Affiliate.

c. During the Non-Solicitation Period (as hereinafter defined), the Executive shall not in any manner solicit or hire any employees or consultants of the Company, or any Company Affiliate, which shall include employees or consultants: (i) with continuing contracts with the Company or a Company Affiliate; (ii) retained, employed or engaged by the Company or a Company Affiliate but without continuing contracts; or (iii) whose contracts expire or otherwise terminate for any reason preceding or following the first day of the Non-Solicitation Period. During the Non-Solicitation Period, Executive will not influence or attempt to influence any customers or suppliers of the Company, or other third parties doing business with of the Company, to divert their business to any individual or entity then in competition with the Company. During the Non-Solicitation Period, Executive will not disrupt, damage, impair, or interfere with the business of the Company in any way. Executive further agrees not to make any negative or disparaging statements about the Company, its affiliates, employees or representatives to any third party. For the purposes of this Agreement, the "Non-Solicitation Period" shall mean the term of this Agreement and a period of one (1) years following the termination of the Executive's employment or consultant relationship with the Company, or any current or future Company Affiliate.

5. Confidential Information.

a. "Confidential Information" as used in this Agreement shall mean information disclosed to Executive, known to Executive, or developed by Executive, alone or with others, in connection with his employment with the Company that is not generally known in the industry in which the Company is or may become engaged, about the Company's products, processes, and services, including information relating to written lists of names, customers, sources of supply, personnel, sources or methods of financing, marketing, pricing, merchandising, interest rates, or sales.

b. Executive acknowledges that all Confidential Information is received or developed by him in confidence. For so long as he is employed by the Company, Executive will not, directly or indirectly, except as required by the normal business of the Company or as expressly consented to in writing and in advance by the Company's Board of Directors: (a) disclose, publish, or make available, other than to an authorized employee, officer, or director of the Company, any Confidential Information; (b) sell, transfer, or otherwise use or exploit any Confidential Information; or (c) permit the sale, transfer, use, or exploitation of any Confidential Information by any third party.

c. Nothing in this paragraph 5 shall be construed so as to prevent Executive from using in connection with his employment for any individual or entity other than the Company any knowledge that was acquired by Executive during the course of his employment with the Company that is generally known to persons of Executive's experience in other companies in the same industry as the Company.

6. Covenant to Report; Ownership of Trade Secrets and other Intellectual Property.

a. All written materials, records and documents made by the Executive or coming into his possession during the course of his employment by Company concerning the business or affairs of the Company shall be the sole property of the Company; and, upon the termination of his employment or upon the request of the Company, the Executive shall promptly deliver the same to the Company.

b. Executive agrees that any trade secret, invention, improvement, patent, patent application, or writing, and any program, system, or novel technique, whether or not capable of being trademarked, copyrighted or patented), obtained by Executive in the course of employment with the Company, and relating to the business, property, methods or customers of the Company, shall be and become the property of the Company, and Executive hereby transfers and assigns to the Company any rights he may have or acquire in any of the foregoing. Executive agrees to give the Company prompt written notice of his acquisition of any such trade secret, invention, improvement, patent, patent application, writing, program, system, or novel technique and to execute such instruments or transfer, assignment, conveyance, or confirmation and such other documents and to do all appropriate lawful acts as may be requested by the Company to transfer, assign, confirm, and perfect in the Company all legally protectable rights in such trade secret, invention, improvement, patent, patent application, writing, program, system, or novel technique.

7. Arbitration:

a. Arbitrable Claims. The following claims are covered by this arbitration provision ("Arbitrable Claims"): any and all claims for wages or other compensation; any and all contract or tort claims; any and all claims arising from or related to your employment or the termination of your employment with Company; and any and all claims for discrimination or harassment under any local, state or federal common or statutory law, based on race, color, sex, religion, national origin, ancestry, age, marital status, medical condition, physical or mental disability, sexual orientation or any other protected characteristic. You and Company agree to settle by final and binding arbitration all such Arbitrable Claims that Company may have against you or that you may have against Company or against any of its related entities, or against any then current or former officer, director, employee or agent of Company, in their capacity as such or otherwise. If this arbitration provision is held to be void or unenforceable with respect to a particular claim or class of claims, that fact shall not affect the validity or enforceability of the arbitration provisions with respect to any other claim or class of claims. YOU AND COMPANY ACKNOWLEDGE AND AGREE THAT BY SIGNING THIS AGREEMENT, YOU AND COMPANY HAVE VOLUNTARILY ELECTED TO ARBITRATE ALL ARBITRABLE CLAIMS RATHER THAN LITIGATE THEM IN A JUDICIAL FORUM AND THAT YOU AND COMPANY ARE GIVING UP THE RIGHT TO A JURY TRIAL AND TO A TRIAL IN A COURT OF LAW.

b. Procedure. All Arbitrable Claims shall be settled by final and binding arbitration in accordance with the employment dispute resolution rules of the American Arbitration Association ("AAA") in effect at the time the demand for arbitration is made. Such arbitration shall be filed with the AAA and shall be heard in Los Angeles, California. The arbitrator shall apply, as applicable, federal or California substantive law and law of remedies. California Code of Civil Procedure Section 1283.05, which provides for certain discovery rights, shall apply to any arbitration. In reaching a decision, the arbitrator shall have no authority to change, extend, modify or suspend any of the terms of this Agreement but shall have the authority to order injunctive and/or other equitable relief. A judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Either you or Company may bring an action in any court of competent jurisdiction, if necessary, to compel arbitration under this arbitration provision, to obtain preliminary relief in support of claims to be prosecuted in arbitration or to enforce an arbitration award.

8. No Assignment. This Agreement is personal to Executive, and Executive may not assign any rights or delegate any responsibilities hereunder without the prior written consent of the Company.

9. Waiver or Modification. No provision of this Agreement may be modified, amended, or waived unless in writing and signed by you and Company. A waiver of any one provision shall not be deemed to be a waiver of any other provision.

10. Survival. It is the express intention and agreement of the parties hereto that the provisions of this Agreement that are intended to survive the ending of your employment shall survive the ending of your employment.

11. Severability. Should any provision of this Agreement be held invalid, void, or unenforceable for any reason, such adjudication shall in no way affect any other provision of this Agreement or the validity or enforcement of the remainder of the Agreement and the provision affected shall be curtailed only to the extent necessary to bring it within the applicable requirements of the law.

12. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Nevada.

13. Entire Agreement. This Agreement which you will be required to sign as a condition of your employment constitute the complete understanding between you and Company concerning the terms of your employment. All prior representations, agreements, arrangements and understandings between or among you and representatives of Company, whether oral or written, have been fully and completely merged herein and are fully superseded by this Agreement.

14. Notices. Any notice, request, consent or approval required or permitted to be given under this Agreement or pursuant to law (each, a "Notice") must be in writing, and must be sent by certified or registered mail, with postage prepaid, or via facsimile or email to Executive or Company as addressed to the Party recipient's address specified in the Agreement. Either Party may change its address to which any Notice must be sent to that Party by providing the other Party with written Notice of its change in address.

15. Executive acknowledges that he has read and understands this Agreement, and agrees that he has freely and voluntarily entered into this Agreement without duress or undue influence imposed on him of any kind.

**** *Signature Page Follows* ***

IN WITNESS WHEREOF, the parties hereto hereby execute this Agreement by their duly authorized representatives on the dates set forth below.

AGREED:

Axiologix, Inc.	**EXECUTIVE: Andrew S. Austin**
By: /s/ Vincent Browne	**By: /s/ Andrew S. Austin**
Name: Vincent Browne	
Title: Chief Financial Officer	
Email: _____	**Email: _____**
Facsimile: _____	**Facsimile: _____**
Date: April 15, 2016	**Date: April 15, 2016**

EXHIBIT A

AMENDED ARTICLES OF INCORPORATION OF AXIOLOGIX, INC.

PURSUANT TO SECTIONS 78.380 AND 78.390 OF THE NEVADA REVISED STATUTES

Axiologix, Inc., a corporation organized and existing under the laws of the State of Nevada (the "Corporation"), hereby certifies as follows:

1. These Amended Articles of Incorporation, which amend the provisions of the Articles of Incorporation, as heretofore amended, have been duly adopted by the Board of Directors of the Corporation and by action by written consent of the stockholders of the Corporation in lieu of a meeting, in accordance with the provisions of Section 78.320 of the Nevada Revised Statutes ("N.R.S.") and, upon filing with the Secretary of State of the State of Nevada in accordance with Section 78.320 of the N.R.S., shall thenceforth supersede the original Articles of Incorporation, as heretofore amended, and shall, as it may thereafter be amended in accordance with its terms and applicable law, be the Amended and Restated Articles of Incorporation of the Corporation.

3. The text of the Articles of Incorporation, as heretofore amended, is hereby amended to read as follows:

ARTICLE III

Capital Stock. The aggregate number of shares which this Corporation shall have authority to issue is: Three Billion (3,000,000,000) shares of $0.001 par value each, which shares shall be designated "Common Stock"; and Ten Million (10,000,000) shares of $0.001 par value each, which shares shall be designated "Preferred Stock", and which may be issued in one or more series at the discretion of the Board of Directors. The Board of Directors is hereby vested with authority to fix by resolution or resolutions the designations and the power, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation, the dividend rate, conversion or exchange rights, redemption price and liquidation preference, of any series of shares of Preferred Stock and to fix the number of shares constituting any such series, and to increase or decrease the number of shares of any such series (but not below the number of shares thereof then outstanding). In case the number of shares of any such series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution or resolutions originally fixing the number of shares of such series. All shares of any one series shall be alike in every particular except as otherwise provided by these Articles of Incorporation or the Nevada Business Corporation Act.