



Axiologix, Inc.

Supplemental Information

June 7, 2012

ITEM 14. Amendments to Articles of Incorporation.

Through the written consent of the holders of a majority of our issued and outstanding voting securities, a majority, constituting seventy three percent (73%) of our holders of common stock, par value \$0.001 per share (the “Common Stock”) voted in favor of amending our Articles of Incorporation to (1) increase our total authorized common stock to 3,000,000,000 shares, \$0.001 par value per share, (2) authorize a class of 10,000,000 shares of Preferred Stock, \$0.001 par value per share, (3) change the Company’s name from Axiologix Education Corporation to Axiologix, Inc. In addition, the shareholders voted to (4) ratify the appointment of M&K CPAS LLC as our independent accountants for the fiscal year ending May 31, 2012, and (5) approve the Company’s 2012 Stock Incentive Plan adopted by the Board of Directors of the Company.

The Amendments to the Articles to (1) increase our total authorized common stock to 3,000,000,000 shares, \$0.001 par value, (2) authorize a class of 10,000,000 shares of Preferred Stock, \$0.001 par value, and (3) change the Company’s name from Axiologix Education Corporation to Axiologix, Inc., went effective as of June 6, 2012, through the filing of a Certificate of Amendment to Articles of Incorporation filed with the Secretary of State of Nevada which is attached hereto as an Exhibit, and incorporated herein by reference.

Amendment to Increase Total Authorized Common to 3,000,000,000.

The authorization of additional shares of Common Stock provides the Company the flexibility to seek additional capital through equity financings in a competitive environment from time to time in the future and to use equity, rather than cash, to complete acquisitions, from time to time in the future. As of the date hereof, we have no commitments, arrangements or understandings with respect to the issuance of the additional Common Stock it has authorized, other than the agreement to issue an additional 800,000,000 shares to VOIP, ACQ, Inc. pursuant to a definitive Contribution Agreement dated November 30, 2011 by and among the AXLX and VOIP (the “Contribution Agreement”).

Amendment to authorize a class of 10,000,000 shares of Preferred Stock.

This Amendment has vested in the Board the authority to determine by resolution the terms of one or more series of Preferred Stock, including the preferences, rights, and limitations of each series.

Provisions in a company’s articles of incorporation authorizing Preferred Stock in this manner are often referred to as “blank check” provisions because they give a board of directors the flexibility, at any time or from time to time, without further shareholder approval (except as may be required by applicable laws, regulatory authorities, or the rules of any stock exchange on which the company’s securities are then listed), to create one or more series of Preferred Stock and to determine by resolution the terms of each such series. The authority of the board of directors with respect to each series, without limitation, includes a determination of the following: (a) the number of shares to constitute the series, (b) the liquidation rights, if any, (c) the dividend rights and rates, if any, (d) the rights and terms of redemption, (e) the voting rights, if any, which may be full, special, conditional, or limited, (f) whether the shares will be

convertible or exchangeable into securities of the company, and the rates thereof, if any, (g) any limitations on the payment of dividends on the common stock while any series is outstanding, (h) any other provisions that are not inconsistent with the articles of incorporation, and (i) any other preference, limitations, or rights that are permitted by law.

Authorization of the Preferred Stock provides AXLX with greater flexibility in meeting future capital requirements by creating series of Preferred Stock customized to meet the needs of particular transactions and then prevailing market conditions. Series of Preferred Stock will also now be available for issuance from time to time for any other proper corporate purposes, including in connection with strategic alliances, joint ventures, or acquisitions.

The flexibility to issue Preferred Stock can enhance the Board's arm's-length bargaining capability on behalf of AXLX's shareholders in a takeover situation. However, under some circumstances, the ability to designate the rights of, and issue, Preferred Stock could be used by the Board to make a change in control of AXLX more difficult.

The rights of the holders of AXLX's common stock will be subject to, and may be adversely affected by, the rights of the holders of any Preferred Stock that may be issued in the future. To the extent that dividends will be payable on any issued shares of Preferred Stock, the result would be to reduce the amount otherwise available for payment of dividends on outstanding shares of common stock and there might be restrictions placed on AXLX's ability to declare dividends on the common stock or to repurchase shares of common stock. The issuance of Preferred Stock having voting rights would dilute the voting power of the holders of common stock.

To the extent that Preferred Stock is made convertible into shares of common stock, the effect, upon such conversion, would also be to dilute the voting power and ownership percentage of the holders of common stock. In addition, holders of Preferred Stock would normally receive superior rights in the event of any dissolution, liquidation, or winding-up of AXLX, thereby diminishing the rights of the holders of common stock to distribution of AXLX's assets. To the extent that Preferred Stock is granted preemptive rights, it would entitle the holder to a preemptive right to purchase or subscribe for additional shares of AXLX.

The Board does not have any plans calling for the issuance of shares of Preferred Stock at the present time.

Amendment to Change the Name of the Company to Axiologix, Inc.

The change to the Company's name from "Axiologix Education Corporation" to "Axiologix, Inc." enables the Company to better market itself and its services to existing and potential customers. The name change also better reflects the Company's business upon the Company's recent acquisition of VOIP.

Ratification of the appointment of M&K CPAS LLC as our independent accountants

The appointment of M&K CPAS LLC, an accounting firm of independent certified public accountants, to act as independent accountants for our Company and its consolidated subsidiaries for our fiscal year ending May 31, 2012 has been ratified. The Board believes that M&K's experience with and knowledge of our Company are important, and would like to continue this relationship.

Approve the Company's 2012 Stock Incentive Plan.

The Board believes that the attraction and retention of high quality personnel are essential to the Company's continued growth and success and that a stock plan such as the 2012 Stock Incentive Plan is necessary for the Company to be competitive in its compensation practices. A total of one hundred fifty million (150,000,000) shares of our common stock has been initially reserved for issuance under the 2012 Stock Incentive Plan, subject to adjustment in the event of a stock split, stock or other extraordinary dividend, or other similar change in the common stock or capital structure of the Company. This description is qualified in its entirety by the terms of the 2012 Stock Incentive Plan, a copy of which is attached to this information statement as an exhibit and is incorporated herein by reference.

Exhibits. The following exhibits are filed with this report:

Description

Certificate of Amendment to Articles of
Incorporation dated June 6, 2012.

Axiologix 2012 Stock Incentive Plan.

Press release of Axiologix, Inc. dated June 7,
2012.



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov



090201

Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

Filed in the office of Ross Miller Secretary of State State of Nevada	Document Number 20120400865-08
	Filing Date and Time 06/06/2012 9:00 AM
	Entity Number E0228252009-6

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Axiologix Education Corporation

2. The articles have been amended as follows: (provide article numbers, if available)

ARTICLE I. Name. The name of the corporation is Axiologix, Inc. (the "Corporation")

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.

[See Exhibit A, attached hereto, for the complete Article III].

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 73%

4. Effective date and time of filing: (optional) Date: Time:
(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X

Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After
Revised: 8-31-11

EXHIBIT A**AMENDED ARTICLES OF INCORPORATION OF
AXIOLOGIX EDUCATION CORPORATION****PURSUANT TO SECTIONS 78.380 AND 78.390 OF THE NEVADA
REVISED STATUTES**

Axiologix Education Corporation, 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 I

Name. The name of the corporation is Axiologix, Inc. (the "Corporation")

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.

AXIOLOGIX, INC.
2012 STOCK INCENTIVE PLAN

1. **PURPOSES OF THE PLAN.** The purposes of this 2012 Stock Incentive Plan (the "Plan") of Axiologix, Inc. (the "Company") are to:

(i) encourage selected officers, directors, employees and consultants to improve operations and increase profits of the Company;

(ii) encourage selected officers and employees to accept or continue employment with the Company or its Affiliates; and

(iii) increase the interest of selected officers, directors, employees and consultants in the Company's welfare through participation in the growth in value of the common stock of the Company ("Common Stock").

Consistent with these objectives, the Plan authorizes the granting of options to purchase common stock ("Options") and/or restricted common stock ("Restricted Stock") (collectively, an "Award"). Options may be "incentive stock options" ("ISOs"), intended to satisfy the requirements of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), or "nonqualified options" ("NQOs").

2. **ELIGIBLE PERSONS.** Every person who at the date of grant of an Award is an employee of the Company or of any Affiliate (as defined below) (including employees who are also officers or directors of the Company or of any Affiliate) is eligible to receive NQOs, ISOs or Restricted Stock under this Plan. The term "Affiliate" as used in the Plan means a parent or subsidiary corporation as defined in the applicable provisions (currently Sections 424(e) and (f), respectively) of the Code. Every person who is a director, officer, employee of or consultant to the Company or any Affiliate at the date of grant of an Award is eligible to receive NQOs or Restricted Stock under this Plan.

3. **STOCK SUBJECT TO THIS PLAN.** Subject to the provisions of Section 6.1.1 of the Plan, the maximum aggregate number of shares of stock that may be granted pursuant to this Plan is one hundred fifty million (150,000,000) shares of Common Stock. The shares unexercised shall become available again for Awards under the Plan.

4. **ADMINISTRATION.**

4.1 **Board of Directors.** This Plan shall be administered by the Board of Directors of the Company (the "Board"). No member of the Board shall be liable for any decision, action, or omission respecting the Plan, any Award, Restricted Stock, Options, or any shares underlying the Options.

4.2 **Disinterested Administration.** This Plan shall be administered in accordance with the disinterested administrative requirements of Rule 16b-3 promulgated by the Securities and Exchange Commission ("Rule 16b-3"), or any successor rule thereto.

4.3 Authority of the Board. Subject to the other provisions of this Plan, the Board shall have the authority, in its discretion: (i) to grant Awards; (ii) to determine the fair market of the Common Stock subject to an Award; (iii) to determine the exercise price of Options granted; (iv) to determine the persons whom, and the time or times at which, Awards shall be granted, and the number of shares of Common Stock subject to each Award; (v) to interpret this Plan; (vi) to prescribe, amend, and rescind rules and regulations relating to this Plan; (vii) to determine the terms and provisions of each Award (which need not be identical), including but not limited to, the time or times at which an Option shall be exercisable or Restricted Stock shall vest; (viii) with the consent of the Grantee, to modify or amend any Award; (ix) to defer (with the consent of the Grantee) or accelerate the exercise date or vesting of any Award; (x) to authorize any person to execute on behalf of the Company any instrument evidencing the grant of an Award; and (xi) to make all other determination deemed necessary or advisable for the administration of this Plan. The Board may delegate nondiscretionary administrative duties to such employees of the Company as it deems proper.

4.4 Determinations Final. All questions of interpretation, implementation, and application of this Plan shall be determined by the Board. Such determinations shall be final and binding on all persons.

5. GRANTING OF OPTIONS: OPTION AGREEMENT.

5.1 Ten-Year Term. The Board shall grant no Awards under this Plan after ten years from the date of adoption of this Plan.

5.2 Award Agreement. Each Award shall be evidenced by a written agreement, in form satisfactory to the Company, executed by the Company and the person to whom such Award is granted; provided, however, that the failure by the Company, the Grantee, or both to execute such an agreement shall not invalidate the granting of any Award.

5.3 Designation as ISO, NQO or Restricted Stock. The agreement shall specify whether each Award it evidences is a NQO, an ISO or Restricted Stock.

Designation as ISO or NQO. Notwithstanding designation of any Option as an ISO or a NQO, if the aggregate fair market value of the shares under Options designated as ISOs would become exercisable for the first time by any Optionee at a rate in excess of \$100,000 in any calendar year (under all plans of the Company), then unless otherwise provided in the stock option agreement or by the Board, such Options shall be NQOs to the extent of the excess above \$100,000. For purposes of this Section 5.3, the Options shall be taken into account in the order in which they were granted, and the fair market value of the shares shall be determined as of the time the Option with respect to such shares is granted.

Designation as Restricted Stock. The provisions of Restricted Stock need not be the same with respect to each Grantee. No cash or other consideration shall be required to be paid by the Grantee in exchange for Restricted Stock. A certificate shall be issued to each Grantee in respect of Shares subject to an Award of Restricted Stock. Such certificate shall be

registered in the name of the Grantee and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Award. The Company may require that the certificate evidencing such Restricted Stock be held by the Company until all restrictions on such Restricted Stock have lapsed.

5.4 Grant to Prospective Employees. The Board may approve the grant of Awards under this Plan to persons who are expected to become employees of the Company, but are not employed at the date of approval. In such cases, the Award shall be deemed granted, without further approval, on the date the Grantee is first treated as an employee for payroll purposes.

6. TERMS AND CONDITIONS OF AWARDS. Each Award granted under this Plan shall be designated as a Restricted Stock Award, a NQO or an ISO. Each Award shall be subject to the terms and conditions set forth in Section 6.1. Each Option shall be subject to the terms and conditions set forth in Section 6.2. NQOs shall be also subject to the terms and conditions set forth in Section 6.3, but not those set forth in Section 6.4. ISOs shall also be subject to the terms and conditions set forth in Section 6.4, but not those set forth in Section 6.3. Restricted Stock Awards shall also be subject to the terms and conditions set forth in Section 7.

6.1 Terms and Conditions to Which All Awards Are Subject. All Awards granted under this Plan shall be subject to the following terms and conditions:

6.1.1 Changes in Capital Structure. The existence of outstanding Awards shall not affect the Company's right to effect adjustments, recapitalization, reorganizations, or other changes in its or any other corporation's capital structure or business, any merger or consolidation, any issuance of bonds, debentures, preferred, or prior preference stock ahead of or affecting Common Stock, the dissolution or liquidation of the Company's or any other corporation's assets or business or any other corporate act whether similar to the events described above or otherwise. Subject to Section 6.1.2, if the stock of the Company is changed by reason of a stock split, reverse stock split, stock dividend, recapitalization, or other event, or converted into or exchanged for other securities as a result of a merger, consolidation, reorganization, or other event, appropriate adjustments shall be made in (i) the number and class of shares of stock subject to this Plan and each outstanding Award; provided, however, that the Company shall not be required to issue fractional shares as a result to any such adjustments. Each such adjustment shall be subject to approval by the Board in its sole discretion, and may be made without regard to any resulting tax consequence to the optionee.

6.1.2 Corporate Transactions. In connection with (i) any merger, consolidation, acquisition, separation, or reorganization in which more than 50% of the shares of Common Stock of the Company outstanding immediately before such event are converted into cash or into another security, (ii) any dissolution or liquidation of the Company or any partial liquidation involving 50% or more of the assets of the Company, (iii) any sale of more than 50% of the Company's assets, or (iv) any like occurrence in which the Company is involved, the Board may, in its absolute discretion, do one or more of the following upon ten days' prior written notice to optionees; (a) accelerate any vesting schedule to which an Award is subject; (b) cancel Options upon payment to each optionee in cash, with respect to each Option to the extent then exercisable, of any amount which, in the absolute discretion of the Board, is determined to be equivalent to any excess of the market value (at the effective time of such event) of the consideration that such optionee would have received of the

Option had been exercised before the effective time over the exercise price of the Option; (c) shorten the period during which such Options are exercisable (provided they remain exercisable, to the extent otherwise exercisable, for at least ten days after the date the notice is given); or (d) arrange that new rights be substituted for the rights granted under this Plan, or that the Company's obligations as to Awards outstanding under this Plan be assumed, by an employer corporation other than the Company or by a parent or subsidiary of such employer corporation. The actions described in this Section 6.1.2 may be taken without regard to any resulting tax consequence to the Grantee.

6.2 Terms and Conditions to Which all Options Are Subject. All Options granted under this Plan shall be subject to the following terms and conditions:

6.2.1 Time of Option Exercise. Except as necessary to satisfy the requirements of Section 422 of the Code and subject to Section 5, Options granted under this Plan shall be exercisable (a) immediately as of the effective date of the stock option agreement granting the Option, or (b) at such other times as are specified in the written stock option agreement relating to such Option: provided, however, that so long as the optionee is a director or officer, as those terms are used in Section 16 of the Exchange Act, such Option may not be exercisable, in whole or in part, at any time prior to the six-month anniversary of the date of the Option grant, unless the Board determines that the foregoing provision is not necessary to comply with the provisions of Rule 16b-3 or that Rule 16b-3 is not applicable to the Plan. No Option shall be exercisable, however, until a written stock option agreement in form satisfactory to the Company is executed by the Company and the optionee. The Board, in its absolute discretion, may later waive any limitations respecting the time at which an Option or any portion of an Option first becomes exercisable.

6.2.2 Award Grant Date. Except as provided in Section 5.4 or as otherwise specified by the Board, the date of grant of an Option under this Plan shall be the date as of which the Board approves the grant.

6.2.3 Nonassignability of Award Rights. No Option granted under this Plan shall be assignable or otherwise transferable by the optionee except by will, by the laws of descent and distribution, or pursuant to a qualified domestic relations order (limited in the case of an ISO, to a qualified domestic relations order that effects a transfer of an ISO that is community property as part of a division of community property). During the life of the optionee, an Option shall be exercisable only by the optionee.

6.2.4 Payment. Except as provided below, payment in full shall be made for all stock purchased at the time written notice of exercise of an Option is given to the Company, and proceeds of any payment shall constitute general funds of the Company. Payment may be made in cash, by delivery to the Company of shares of Common Stock owned by the optionee (duly endorsed in favor of the Company or accompanied by a duly endorsed stock power), or by any other form of consideration and method of payment to the extent permitted under any applicable laws. Any shares delivered shall be valued as of the date of exercise of the Option in the manner set forth in Section 6.1.12. Optionees may not exercise Options by delivery of shares more frequently than at six-month intervals.

6.2.5 Termination of Employment. Unless determined otherwise by the Board in

its absolute discretion to the extent not already expired or exercised, every Option granted under this Plan shall terminate at the earlier of (a) the Expiration Date (as defined in Section 6.1.12) or (b) three months after termination of employment with the Company or any Affiliate; provided, that an Option shall be exercisable after the date of termination of employment only to the extent exercisable on the date of termination; and provided further, that if termination of employment is due to the optionee's death or "disability" (as determined in accordance with Section 22(e)(3) of the Code), the optionee, or the optionee's personal representative (or any other person who acquires the Option from the optionee by will or the applicable laws of descent and distribution), may at any time within 18 months after the termination of employment (or such lesser period as is specified in the option agreement but in no event after the Expiration Date of the Option), exercise the rights to the extent they were exercisable on the date of termination. Transfer of an optionee from the Company to an Affiliate or vice versa, or from one Affiliate to another, or a leave of absence due to sickness, military service, or other cause duly approved by the Company, shall not be deemed a termination of employment for purposes of this Plan. For the purpose of this Section 6.1.7, "employment" means engagement with the Company or any subsidiary of the Company either as an employee, as a director, or as a consultant.

6.2.6 Repurchase of Stock. At the time the Company grants Options under this Plan, the Company may retain, for itself or others, rights to purchase the shares acquired under the Option or impose other restrictions on the shares. The terms and conditions of any such rights or other restrictions shall be set forth in the stock option agreement evidencing the Option.

6.2.7 Withholding and Employment Taxes. At the time of exercise of an Option (or at such later time(s) as the Company may prescribe), the optionee shall remit to the Company in cash all applicable (as determined by the Company in its sole discretion) federal and state withholding taxes. Subject to compliance with all applicable laws, the Board may, in the exercise of its sole discretion, permit an optionee to pay some or all of such taxes by means of a promissory note on such terms as the Board deems appropriate. If authorized by the Board in its sole discretion, and if the Option has been held for six months or more, an optionee may elect to have shares of Common Stock which are acquired upon exercise of the Option withheld by the Company or to tender to the Company other shares of Common Stock or other securities of the Company owned by the optionee on the date of determination of the amount of tax to be withheld as a result of the exercise of such Option (the "Tax Date") to pay the amount of tax that is required by law to be withheld by the Company as a result of the exercise of such Option, provided that the election satisfies the following requirements:

(i) the election shall be irrevocable, shall be made at least six months before the Option exercise, and shall be subject to the disapproval of the Board at any time before consummation of the Option exercise; or

(ii) the election shall be made in advance to take effect in a subsequent "window period" (as defined below) in which the Option is exercised, and the Board shall approve the election when it is made or at any time thereafter up to consummation of the Option exercise; or

(iii) the election shall be made in a window period and the approval of the Board shall be given after the election is made and within the same window period, and the Option

exercise shall be consummated within such window period; or

(iv) shares or other previously owned securities shall be tendered (but stock shall not be withheld.) at any time up to the consummation of the Option exercise (in which event, neither a prior irrevocable election nor window period timing nor shall be required).

A "window period" is the period beginning on the third business day following the date of release for publication of quarterly or annual summary statements of sales and earnings and ending on the 12th business day following such date. Any securities so withheld or tendered shall be valued by the Company as of the Tax Date.

6.2.8 Other Provisions. Each Option granted under this Plan may contain such other terms, provisions, and conditions not consistent with this Plan as may be determined by the Board, and each ISO granted under this Plan shall include such provisions and conditions as are necessary to qualify the Option as an "incentive stock option" within the meaning of Section 422 of the Code.

6.2.9 Determination of Value. For purposes of the Plan, the value of Common Stock or other securities of the Company shall be determined as follows:

(i) If the Common Stock of the Company is listed on any established stock exchange or a national market system, including without limitation the National Market System of the National Association of Securities Dealers Automated Quotation System, its fair market value shall be the closing sales price for such Common Stock or the closing bid if no sale was reported, as quoted on such system or exchange (or the largest such exchange) for the date the value is to be determined (or if there is no sale for such date, then for the last preceding business day on which there was at least one sale), as reported in the Wall Street Journal.

(ii) If the Common Stock of the Company is regularly quoted by a recognized securities dealer but selling prices are not reported, its fair market value shall be the mean between the high bid and low asked prices for the Common Stock on the date the value is to be determined (or if there is no quoted price for the date of grant, then for the last preceding business day on which there was a quoted price).

(iii) If the Common Stock of the Company is as described in Section 6.1.11(i) or (ii), but is restricted by law, contract, market conditions, or otherwise as to salability or transferability, its fair market value shall be as set forth in Section 6.1.11(i) or (ii), as appropriate, less, as determined by the Board, an appropriate discount, based on the nature and terms of the restrictions.

(iv) In the absence of an established market for the Common Stock, the fair market value thereof shall be determined by the Board, with reference to the Company's net worth, prospective earning power, dividend-paying capacity, and other relevant factors, including the goodwill of the Company, the economic outlook in the Company's industry, the Company's position in the industry and its management, and the values of stock of other corporations in the same or a similar line of business.

6.2.10 Option Term. No Option shall be exercisable more than ten years after the date of grant, or such lesser period of time is set forth in the stock option agreement (the end of the maximum exercise period stated in the stock option agreement is referred to in this Plan as the "Expiration Date"). No Option/ISO granted to any person who owns, directly or by attribution, stock possessing more than ten percent of the total combined voting power of all classes of stock of the Company of any Affiliate (a "Ten Percent Stockholder") shall be exercisable more than five years after the date of grant.

6.2.11 Exercise Price. The exercise price of any Option granted to any Ten Percent Stockholder shall in no event be less than 110 percent of the fair market value (determined in accordance with Section 6.1.11) of the stock covered by the Option at the time the Option is granted.

6.2.12 Compliance with Securities Laws. The Company shall not be obligated to offer or sell any shares of Common Stock upon exercise of an Option unless the shares of Common Stock are at that time effectively registered or exempt from registration under the federal securities laws and the offer and sale of the shares of Common Stock are otherwise in compliance with all applicable state and local securities laws. The Company shall have no obligation to register the shares of Common Stock under the federal securities laws or take whatever other steps may be necessary to enable the shares of Common Stock to be offered and sold under federal or other securities laws. Upon exercising all or any portion of an Option, an optionee may be required to furnish representations or undertakings deemed appropriate by the Company to enable the offer and sale of the shares of Common Stock or subsequent transfers of any interest in the shares of Common Stock to comply with applicable securities laws. Stock certificates evidencing shares of Common Stock acquired upon exercise of options shall bear any legend required by, or useful for purposes of compliance with, applicable securities laws, this Plan, or the stock option agreement evidencing the Option.

6.3 Terms and Conditions to Which Only NQOs Are Subject. Options granted under this Plan which are designated as NQOs shall be subject to the following terms and conditions:

6.3.1 Exercise Price. Except as set forth in Section 6.2.11, the exercise price of a NQO shall not be less than 85 percent of the fair market value (determined in accordance with Section 6.2.9) of the stock subject to the Option on the date of grant.

6.4 Terms and Conditions to Which Only ISOs Are Subject. Options granted under this Plan which are designated as ISOs shall be subject to the following terms and conditions:

6.4.1 Exercise Price. Except as set forth in Section 6.2.11, the exercise price of an ISO shall be determined in accordance with the applicable provisions of the Code and shall in no event be less than the fair market value (determined in accordance with Section 6.2.9) of the Common Stock covered by the Option at the time the Option is granted.

6.4.2 Disqualifying Dispositions. If Common Stock acquired upon exercise of an ISO is disposed of in a "disqualifying disposition" within the meaning of Section 422

of the Code, the holder of the Common Stock immediately before the disposition shall notify the Company in writing of the date and terms of the disposition and comply with any other requirements imposed by the Company in order to enable the Company to secure any related income tax deduction to which it is entitled.

7. RESTRICTED STOCK. All Restricted Stock granted under this Plan shall be subject to the following terms and conditions:

7.1 Restrictions. Subject to the provisions of the Plan and the Award, during a period set by the Board commencing with the Date of Grant, which, for Grantees who are subject to the short-swing profit recapture rules of section 16(b) of the 1934 Act by virtue of their position as either a director, officer or holder of more than 10 percent of any class of equity securities of the Company, shall extend for at least six (6) months from the Date of Grant, the Grantee shall not be permitted to sell, transfer, pledge or assign Restricted Stock awarded under the Plan.

7.2 Lapse of Restrictions. Subject to the provisions of the Plan and the Award, restrictions upon Shares subject to an Award shall lapse at such time or times and on such terms and conditions as the Board may determine and as are set forth in the Award; provided, however, that the restrictions upon such Shares shall lapse only if the Grantee on the date of such lapse is, and has been an employee of a Participating Company continuously from the Date of Grant. The Award may provide for the lapse of restrictions in installments, as determined by the Board. The Board may, in its sole discretion, waive, in whole or in part, any remaining restrictions with respect to such Grantee's Restricted Stock.

7.3 Rights of the Grantee. Grantees may have such rights with respect to Shares subject to an Award as may be determined by the Board and set forth in the Award, including the right to vote such Shares, and the right to receive dividends paid with respect to such Shares.

7.4 Termination of Grantee's Employment. A transfer of an Eligible Employee between two employers, each of which is a Participating Company, shall not be deemed a termination of employment. In the event that a Grantee terminates employment with all Participating Companies, all Shares remaining subject to restrictions shall be forfeited by the Grantee and deemed canceled by the Company.

7.5 Delivery of Shares. Except as otherwise provided by Paragraph 8, when the restrictions imposed on Restricted Stock lapse with respect to one or more Shares, the Company shall notify the Grantee that such restrictions no longer apply, and shall deliver to the Grantee (or the person to whom ownership rights may have passed by will or the laws of descent and distribution) a certificate for the number of Shares for which restrictions have lapsed without any legend or restrictions (except those that may be imposed by the Board, in its sole judgment, under Paragraph 9(a)). The right to payment of any fractional Shares that may have accrued shall be satisfied in cash, measured by the product of the fractional amount times the fair market value of a Share at the time the applicable restrictions lapse, as determined by the Board.

7.6 Deferral Elections. A Grantee may elect to defer the receipt of Restricted Stock as to which restrictions have lapsed as provided by the Board in the Award, consistent,

however, with the following:

(a) Deferral Election.

(i) Election. Each Grantee shall have the right to defer the receipt of all or any portion of the Restricted Stock as to which the Award provides for the potential lapse of applicable restrictions by filing an Election to defer the receipt of such Restricted Stock on a form provided by the Board for this purpose.

(ii) Deadline for Deferral Election. No Election to defer the receipt of Restricted Stock as to which the Award provides for the potential lapse of applicable restrictions shall be effective unless it is filed with the Board on or before the last day of the calendar year ending before the first day of the Plan Year in which the applicable restrictions may lapse; provided that an Election to defer the receipt of Restricted Stock as to which the Award provides for the potential lapse of applicable restrictions within the same Plan Year as the Plan Year in which the Award is granted shall be effective if it is filed with the Board on or before the earlier of (A) the 30th day following the Date of Grant or (B) the last day of the month that precedes the month in which the applicable restrictions may lapse.

(b) Effect of Failure of Restrictions on Shares to Lapse. An Election shall be null and void if the restrictions on Restricted Stock do not lapse before the distribution date for such Restricted Stock identified in such Election by reason of the failure to satisfy any condition precedent to the lapse of the restrictions.

(c) Deferral Period. Except as otherwise provided in Paragraph 8(d), all Restricted Stock that is subject to an Election shall be delivered to the Grantee (or the person to whom ownership rights may have passed by will or the laws of descent and distribution) without any legend or restrictions (except those that may be imposed by the Board, in its sole judgment), on the distribution date for such Restricted Stock designated by the Grantee on the most recently filed Election. Subject to acceleration or deferral pursuant to Paragraph 8(d) or Paragraph 11, no distribution may be made earlier than January 2nd of the second calendar year beginning after the date on which the applicable restrictions may lapse, nor later than January 2nd of the tenth calendar year beginning after the date on which the applicable restrictions may lapse. The distribution date may vary with each separate Election.

(d) Additional Deferral Election.

(i) Each Active Grantee who has previously made an Election to receive a distribution of part or all of his or her Account, or who, pursuant to this Paragraph 8(d)(i) has made an Election to defer the distribution date for Restricted Stock for an additional period from the originally-elected distribution date, may elect to defer the distribution date for a minimum of two and a maximum of ten additional years from the previously-elected distribution date, by filing an Election with the Board on or before the close of business on June 30 of the calendar year preceding the calendar year in which the distribution would otherwise be made.

(ii) A Deceased Grantee's estate or beneficiary to whom the right

to payment under the Plan shall have passed may elect to (A) defer the distribution date for the Deceased Grantee's Restricted Stock for a minimum of two additional years from the date payment would otherwise be made (provided that if an Election is made pursuant to this Paragraph 8(d)(ii)(A), the Deceased Grantee's deferred Restricted Stock shall be distributed in full on or before the fifth anniversary of the Deceased Grantee's death); or (B) accelerate the distribution date for the Deceased Grantee's Restricted Stock from the date payment would otherwise be made to January 2nd of the calendar year beginning after the Deceased Grantee's death. An Election pursuant to this Paragraph 8(d)(ii) must be filed with the Board on or before the close of business on (x) the June 30 following the Grantee's death on or before May 1 of a calendar year, (y) the 60th day following the Grantee's death after May 1 and before November 2 of a calendar year or (z) the December 31 following the Grantee's death after November 1 of a calendar year. One and only one Election shall be permitted pursuant to this Paragraph 8(d)(ii) with respect to a Deceased Grantee.

(iii) A Disabled Grantee may elect to accelerate the distribution date of the Disabled Grantee's Restricted Stock from the date payment would otherwise be made to January 2nd of the calendar year beginning after the Grantee became disabled. An Election pursuant to this Paragraph 8(d)(iii) must be filed with the Board on or before the close of business on the (x) the June 30 following the date the Grantee becomes a Disabled Grantee if the Grantee becomes a Disabled Grantee on or before May 1 of a calendar year, (y) the 60th day following the date the Grantee becomes a Disabled Grantee if the Grantee becomes a Disabled Grantee after May 1 and before November 2 of a calendar year or (z) the December 31 following the date the Grantee becomes a Disabled Grantee if the Grantee becomes a Disabled Grantee after November 2 of a calendar year.

(e) Status of Deferred Shares. A Grantee's right to delivery of Shares subject to an Election under this Paragraph 8 shall at all times represent the general obligation of the Company. The Grantee shall be a general creditor of the Company with respect to this obligation, and shall not have a secured or preferred position with respect to such obligation. Nothing contained in the Plan or an Award shall be deemed to create an escrow, trust, custodial account or fiduciary relationship of any kind. Nothing contained in the Plan or an Award shall be construed to eliminate any priority or preferred position of a Grantee in a bankruptcy matter with respect to claims for wages.

(f) Non-Assignability, Etc. The right of a Grantee to receive Shares subject to an Election under this Paragraph 8 shall not be subject in any manner to attachment or other legal process for the debts of such Grantee; and no right to receive Shares hereunder shall be subject to anticipation, alienation, sale, transfer, assignment or encumbrance.

7.7 Securities Laws and Taxes.

(a) Securities Laws. The Board shall have the power to make each grant of Awards under the Plan subject to such conditions as it deems necessary or appropriate to comply with the then-existing requirements of the 1933 Act and the 1934 Act, including Rule 16b-3. Such conditions may include the delivery by the Grantee of an investment representation to the Company in connection with the lapse of restrictions on Shares subject to an Award, or the

execution of an agreement by the Grantee to refrain from selling or otherwise disposing of the Shares acquired for a specified period of time or on specified terms.

(b) Taxes. Subject to the rules of Paragraph 9(c), the Company shall be entitled, if necessary or desirable, to withhold the amount of any tax, charge or assessment attributable to the grant of any Award or lapse of restrictions under any Award. The Company shall not be required to deliver Shares pursuant to any Award until it has been indemnified to its satisfaction for any such tax, charge or assessment.

(c) Payment of Tax Liabilities; Election to Withhold Shares or Pay Cash to Satisfy Tax Liability.

(i) In connection with the grant of any Award or the lapse of restrictions under any Award, the Company shall have the right to (A) require the Grantee to remit to the Company an amount sufficient to satisfy any federal, state and/or local withholding tax requirements prior to the delivery or transfer of any certificate or certificates for Shares subject to such Award, or (B) take any action whatever that it deems necessary to protect its interests with respect to tax liabilities. The Company's obligation to make any delivery or transfer of Shares shall be conditioned on the Grantee's compliance, to the Company's satisfaction, with any withholding requirement.

(ii) Except as otherwise provided in this Paragraph 9(c)(ii), any tax liabilities incurred in connection with grant of any Award or the lapse of restrictions under any Award under the Plan shall be satisfied by the Company's withholding a portion of the Shares subject to such Award having a fair market value approximately equal to the minimum amount of taxes required to be withheld by the Company under applicable law, unless otherwise determined by the Board with respect to any Grantee. Notwithstanding the foregoing, the Board may permit a Grantee to elect one or both of the following: (A) to have taxes withheld in excess of the minimum amount required to be withheld by the Company under applicable law; provided that the Grantee certifies in writing to the Company at the time of such election that the Grantee owns Other Available Shares having a fair market value that is at least equal to the fair market value to be withheld by the Company in payment of withholding taxes in excess of such minimum amount; and (B) to pay to the Company in cash all or a portion of the taxes to be withheld in connection with such grant or lapse of restrictions. In all cases, the Shares so withheld by the Company shall have a fair market value that does not exceed the amount of taxes to be withheld minus the cash payment, if any, made by the Grantee. The fair market value of such Shares shall be determined based on the last reported sale price of a Share on the principal exchange on which Shares are listed or, if not so listed, on the NASDAQ Stock Market on the last trading day prior to the date of such grant or lapse of restriction. Any election pursuant to this Paragraph 9(c)(ii) must be in writing made prior to the date specified by the Board, and in any event prior to the date the amount of tax to be withheld or paid is determined. An election pursuant to this Paragraph 9(c)(ii) may be made only by a Grantee or, in the event of the Grantee's death, by the Grantee's legal representative. No Shares withheld pursuant to this Paragraph 9(c)(ii) shall be available for subsequent grants under the Plan. The Board may add such other requirements and limitations regarding elections pursuant to this Paragraph 9(c)(ii) as it deems appropriate.

8. MANNER OF EXERCISE (Applicable to Options only).

8.1 Notice of Exercise. An optionee wishing to exercise an Option shall give written notice to the Company at its principal executive office, to the attention of the officer of the Company designated by the Board, accompanied by payment of the exercise price as provided in Section 6.1.6. The date the Company receives written notice of an exercise hereunder accompanied by payment of the exercise price and, if required, by payment of any federal or state withholding or employment taxes required to be withheld by virtue of exercise of the Option will be considered as the date such Option was exercised.

8.2 Issuance of Certificates. Promptly after receipt of written notice of exercise of an Option, the Company shall, without stock issue or transfer taxes to the optionee or other person entitled to exercise the Option, deliver to the optionee or such other person a certificate or certificates for the requisite number of shares of Common Stock. Unless the Company specifies otherwise, an optionee or transferee of an optionee shall not have any privileges as a shareholder with respect to any Common Stock covered by the Option until the date of issuance of a stock certificate. Subject to Section 6.1.1 hereof, no adjustment shall be made for dividends or other rights for which the record date is prior to the date the certificates are delivered.

9. EMPLOYMENT RELATIONSHIP. Nothing in this Plan or any Award granted thereunder shall interfere with or limit in any way the right of the Company or of any of its Affiliates to terminate any Grantee's employment at any time, nor confer upon any optionee any right to continue in the employ of the Company or any of its Affiliates.

10. AMENDMENTS TO PLAN. The Board may amend this Plan at any time. Without the consent of a Grantee, no amendment may affect outstanding Awards except to conform this Plan and ISOs granted under this Plan to federal or other tax laws relating to incentive stock options. No amendment shall require shareholder approval unless shareholder approval is required to preserve incentive stock option treatment for tax purposes or the Board otherwise concludes that shareholder approval is advisable.

11. SHAREHOLDER APPROVAL: TERM. The Board of Directors of the Company adopted this Plan on April 12, 2012, and the Company's shareholders approved this Plan on April 18, 2012. This Plan shall terminate ten years after initial adoption by the Board unless terminated earlier by the Board. The Board may terminate this Plan without shareholder approval. No Awards shall be granted after termination of this Plan, but termination shall not affect rights and obligations under then-outstanding Awards.



News Release

Axiologix Updates Shareholders And Potential Investors On Recent Developments And New Strategy

BEDMINISTER, NEW JERSEY — June 7, 2012 — Axiologix, Inc. (www.axiologix.net), (AXLX.PK) an International Technology and Services Organization focused on delivering Cloud-based Products and Services, today provides the following corporate update to shareholders and potential investors on its strategy following the acquisition of VOIP ACQ Inc and the sale of its education operations.

On January 17, 2012 Axiologix acquired substantially all of the assets and liabilities of VOIP ACQ, Inc., which had a number of agreements to make acquisitions in the VoIP and Cloud Services markets. On March 5, 2012 Axiologix completed the first of these acquisitions with the purchase of the assets and intellectual property of Prime Carrier (www.primecarrier.com) via Axiologix Limited, a wholly owned subsidiary of AXLX, registered in Dublin, Ireland. The transaction included the transfer of all Intellectual Property, Customer Contracts and Employees. On May 10, 2012 Axiologix sold its education company to Mr. John Daglis, the previous CEO and Director for the return of approximately 24 million shares of AXLX restricted common stock held by him.

In line with these transactions and to better reflect the future strategy, a majority of the Company's shareholders, through written consent, voted to change the Company's name to Axiologix, Inc., increase the total authorized common stock and authorize a class of preferred stock. Full details of these Amendments can be found in the Company's Supplemental Information Statement to be filed later today through the OTC Markets Disclosure and News Service.

Axiologix, Inc. will primarily focus on becoming a nationwide Service Provider of Voice, Data and

-- more --

Cloud services to small and medium size businesses primarily in the United States, and to other operators globally, by acquiring strategic technology assets and existing turnkey VoIP and independent operators. Axiologix's strategy is to make carefully selected acquisitions that will improve shareholder value by using group resources to ensure that each operating company has the tools they need to be competitive in the market place and benefit from the economies of scale provided by a larger organization that are not otherwise available to them on their own.

This opportunity has arisen from the large number of new entrants into the emerging VoIP Telecommunications market over the past number of years that have been successful in acquiring customers and revenues but are unable to achieve sufficient scale to deliver sustainable growth without further investment that has been hard to find in recent years.

The VoIP services market is experiencing significant growth, with leading analyst company Infonetics Research, recently predicting that the number of seats for hosted business VoIP is on track to more than double between 2012 and 2016. Demand for cloud-based services helped push hosted PBX and unified communication services revenue up 33% last year. A recent report by Gartner shows the VoIP market is growing at a 36% compound annual growth rate in North America through 2015. Ovum, a market-leading analyst, predicts that fixed VoIP revenues in United States will reach nearly \$9 billion by 2014.

Vincent Browne, Chairman and Chief Executive of Axiologix, Inc. said, "Axiologix will continue to focus on acquiring companies that have proven existing revenue streams with neutral or positive cash-flows/EBITDA at time of acquisition so that greater profits can be generated from the combined entities. As such, all of Axiologix's operating companies will benefit from the economies of scale associated with becoming part of a larger group. Each will be more competitive, have more resources to draw from, and will be more secure financially. All of which offer greater security to their customers and their staff. We have now put the necessary corporate structure and identity in place to allow us to execute this strategy and we look forward to announcing future developments as they occur."

ENDS

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About Axiologix, Inc.

Axiologix Inc. is an International Technology and Services Organization focused on delivering Cloud-based Products and Services. Axiologix is headquartered in New Jersey, with international operations in Dublin, Ireland. Axiologix is a US listed company under the ticker AXLX.PK Axiologix was founded by a team of telecom and technology experts with a proven track in building and maintaining international technology companies.

Additional information may be found at www.axiologix.net

This press release contains forward-looking statements. Words such as "expects", "intends", "believes", and similar expressions reflecting something other than historical fact are intended to identify forward-looking statements, but are not the exclusive means of identifying such statements. These forward-looking statements involve a number of risks and uncertainties, including the timely development and market acceptance of products and technologies, the ability to secure additional sources of finance, the ability to reduce operating expenses, and other factors described in the Company's filings with the Securities and Exchange Commission and the OTC Markets Group. The actual results that the Company achieves may differ materially from any forward-looking statement due to such risks and uncertainties. The Company undertakes no obligation to revise or update any forward-looking statements in order to reflect events or circumstances that may arise after the date of this release.