

INFORMATION AND DISCLOSURE STATEMENT

**Pursuant to Rule 15c2-(11)(a)(5)
Under the Securities Exchange Act of 1934**

March 31, 2010



**375 Water St., Suite 200
Vancouver, BC V6B 5C6**

CUSIP: 46574A106

TRADING SYMBOL: IKTO

The Company was previously a shell company, therefore the exemption offered pursuant to Rule 144 is not available. Anyone who purchased securities directly or indirectly from the Company or any of its affiliates in a transaction or chain of transactions not involving a public offering cannot sell such securities in an open market transaction.

ITOKK, INC.
INFORMATION AND DISCLOSURE STATEMENT
PURSUANT TO RULE 15c2-(11)(a)(5)

All information contained in this Information and Disclosure Statement has been compiled to fulfill the disclosure requirements of Rule 15c2-11 (a)(5) promulgated under the Securities Exchange Act of 1934, as amended. The enumerated captions contained herein correspond to the sequential format as set forth in the rule.

Part A General Company Information

Item I The exact name of the issuer and its predecessor (if any).

The name of the issuer is iTokk, Inc. (the "Issuer"). From its incorporation on September 19, 2003 to October 28, 2009, the Issuer's name was Shadow Marketing Inc. The Issuer changed its name to iTokk, Inc. on October 28, 2009.

Item II The address of its principle executive offices.

The Issuer's principal executive offices are located at 375 Water Street, Suite 200, Vancouver, British Columbia, V6B 5C6. The Issuer's telephone number is 408-419-1719. The Issuer does not maintain a fax number.

The Issuer maintains the following websites: www.itokk.com and www.itokk.mobi.

The Issuer has not retained any investor relations consultants. Any communications regarding investor relations matters can be sent directly to the Issuer at ir@itokk.com.

Item III The state and date of incorporation.

The Issuer was incorporated pursuant to the laws of Nevada on September 19, 2003.

Part B Share Structure and Issuance History

Item IV The exact title and class of securities outstanding.

Security Symbol:	IKTO
CUSIP Number:	46574A106
Common Stock:	59,882,500
Preferred Stock:	none issued

Item V The par or stated value of the security.

A. The par value for each of the Issuer's classes of outstanding securities is \$0.0001.

B. Material Rights of Common or Preferred Stock

Common Stock

Holders of the Issuer's common stock have no preemptive rights to purchase additional shares of common stock or other subscription rights. The common stock carries no conversion rights and is not subject to redemption or to any sinking fund provisions. All shares of common stock are entitled to share equally in dividends from sources legally available. Therefore, when, as and if declared by the Board of

Directors, and upon the Issuer's liquidation or dissolution, whether voluntary or involuntary, holders of common stock share equally in our assets that are available for distribution with holders of preferred stock, subject to the exceptions described below. Dividends may be issued to one or more class or series of stock as determined by the Issuer's Board of Directors in its sole discretion.

The Board of Directors is authorized to issue additional shares of common stock not to exceed the amount authorized by the Issuer's Articles of Incorporation, on such terms and conditions and for such consideration as the Board may deem appropriate without further stockholder action.

Preferred Stock

Our Board of Directors has the authority to prescribe the classes, series and the number of each class or series of stock and the voting powers, designations, preferences, limitations, restrictions and relative rights of any classes of preferred stock. Shares of preferred stock are not subject to redemption or to any sinking fund provisions. All shares of preferred stock are entitled to share equally in dividends from sources legally available. Therefore, when, as and if declared by the Board of Directors, and upon the Issuer's liquidation or dissolution, whether voluntary or involuntary, holders of preferred stock share equally in our assets that are available for distribution with holders of common stock, subject to the exceptions described below. Dividends may be issued to one or more class or series of stock as determined by the Issuer's Board of Directors in its sole discretion.

Series A preferred stock: If at least one Series A preferred share is issued and outstanding, then the total aggregate issued shares of Series A preferred stock at any given time, regardless of their number, shall be convertible into the number of shares of common stock which equals four times the sum of: i) the total number of shares of common stock which are issued and outstanding at the time of conversion, plus ii) the total number of shares of Series B and Series C preferred stock that are issued and outstanding at the time of conversion. If at least one share of Series A preferred stock is issued and outstanding, then the total aggregate issued shares of Series A preferred stock at any given time, regardless of their number, shall have voting rights equal to four times the sum of: i) the total number of shares of common stock which are issued and outstanding at the time of voting, plus ii) the total number of shares of Series B and Series C stock that is issued and outstanding at the time of voting.

Series B preferred stock: The holders of Series B preferred shares are entitled to receive dividends when, as and if declared by the Board of Directors in its sole discretion. Upon any liquidation, dissolution or winding up of the Issuer, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any stock ranking junior to the Series B preferred shares, the holders of the Series B preferred shares shall be entitled to be paid out of the assets of the Issuer an amount equal to \$1.00 per share or, in the even of an aggregate subscriptions by a single subscriber for Series B preferred shares in excess of \$100,000, \$0.997 per share, plus all declared by unpaid dividends. Each share of series B preferred stock is convertible into 25,000 common shares. Each series B preferred share has ten votes.

Series C preferred stock: The holders of Series C preferred shares are entitled to receive dividends when, as and if declared by the board of directors in its sole discretion. Upon any liquidation, dissolution or winding up of the Issuer, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any stock ranking junior to the Series C preferred shares, the holders of the Series C preferred shares shall be entitled to be paid out of the assets of the Issuer an amount equal to \$1.00 per share or, in the even of an aggregate subscriptions by a single subscriber for Series C preferred shares in excess of \$100,000, \$0.997 per share, plus all declared by unpaid dividends. Each share of Series C preferred stock is convertible into 500 common shares and has one vote.

Other than described above, there are no other material rights of common or preferred stockholders. As well, there are no provisions in the Issuer's charter or by-laws that would delay, defer or prevent a change in control of the Issuer other than the voting rights relating to Series A preferred stock, whic are described above.

Item VI The number of shares or total amount of the securities outstanding for each class of securities outstanding.

As of the end of the quarter ending March 31, 2010:

- (i) There were 200,000,000 common shares authorized;
- (ii) There were 59,882,500 common shares issued and outstanding;
- (iii) There were 29,282,500 freely tradable common shares (public float);
- (iv) The Company had approximately 16 beneficial shareholders
- (v) The Company had 16 shareholders of record.

As of the fiscal year ended June 30, 2009:

- (i) There were 200,000,000 common shares authorized;
- (ii) There were 7,445,000 common shares issued and outstanding;
- (iii) There were 3,445,000 freely tradable common shares (public float);
- (iv) The Company had approximately 34 beneficial shareholders
- (v) The Company had 34 shareholders of record.

As of the fiscal year ended June 30, 2008:

- (i) There were 200,000,000 common shares authorized;
- (ii) There were 7,445,000 common shares issued and outstanding;
- (iii) There were 3,445,000 freely tradable common shares (public float);
- (iv) The Company had approximately 34 beneficial shareholders
- (v) The Company had 34 shareholders of record.

Subsequent to the Issuer's most recent fiscal quarter ended March 31, 2010, the Issuer increased its authorized share capital from 200,000,000 shares of common stock with par value 0.001 to 2,900,000,000 shares of common stock with par value 0.0001 and from 1,000,000 preferred shares with par value \$0.001 to 100,000,000 preferred shares with par value of \$0.0001 per share. The Issuer is authorized to issue up to 1,000,000 shares of Series A preferred stock, 59,000,000 shares of Series B preferred stock and 40,000,000 shares of Series C preferred stock.

Subsequent to March 31, 2010, the Issuer issued 2,400,000,000 shares of common stock and 12,000,000 shares of Series B preferred stock pursuant to the acquisition of a California trust that has agreed to provide services to the Issuer. The Issuer has also agreed to issue an additional 450,000 shares of Series B preferred stock to 15 different consultants in consideration of their services. As of the date of this Disclosure Statement, no Series B preferred shares have been converted into shares of common stock.

The Issuer also issued one share of Series A preferred stock to Kevin Penstock, the Issuer's Chief Executive Officer.

Part C Business Information

Item VII The name and address of the transfer agent.

Island Stock Transfer
100 Second Avenue South, Suite 705S
St. Petersburg, Florida, 33701
Telephone: 727-289-0010

Island Stock Transfer is registered under the Exchange Act and is subject to the regulatory authority of the Securities & Exchange Commission.

Item VIII The nature of the issuer's business.

In October 2009, it completed the acquisition of a license to use, sell, market, distribute and/or sublicense various products and services owned by Packetera Communications Inc. ("Packetera"), a private British Columbia company. These products currently consist of:

- the Npoints Framework, a application programming interface; and
- click-to-talk and mobile VOIP applications under the trade names "itokk.com", "itokk.mobi" and "Itokk wireless".

In addition, the Issuer acquired the licensing rights to various products that Packetera is currently developing, including the following:

- Softphone products under the trade name "itokksoft.com", which will allow users to make voice and video calls over the Internet;
- virtual calling card products; and
- social VOIP for web communities.

A. Business Development.

1. The Issuer is a Nevada corporation;
2. The corporation was incorporated pursuant to the laws of Nevada as a corporation on September 19, 2003 as Shadow Marketing Inc;
3. Issuer's fiscal year end is June 30;
4. The Company nor any predecessor has been in bankruptcy, receivership or any similar proceeding;
5. The Issuer commenced business operations in 2005 when it published the first issue of Up & Over Magazine. Up & Over Magazine contained articles focusing on the purchase, training and care of sports horses. It included training tips, riding techniques, health concerns and horses for sale.

While the Issuer intended to publish three or four issues of Up & Over Magazine each year, it was unable to publish any additional issues due to its inability to raise additional funds to cover design, printing and publication costs. Following publication of the first issue of the magazine, all administrative costs and expenses incurred in connection with complying with the Issuer's obligations as a reporting issuer were covered by one of its former directors. Neither the Issuer, nor any of its predecessors, has been in bankruptcy, receivership or any similar proceeding.

On September 14, 2009, the Issuer entered into a licensing agreement with Packetera Communications Inc. ("Packetera"), a private Canadian company, whereby the Issuer agreed to acquire an exclusive worldwide 75 year license to use, sell, market, distribute and/or sublicense various products and services owned by Packetera, including an application programming interface for voice-over-Internet protocol ("VOIP"), callback web-to-voice applications, session initiation protocol-Softphone products, virtual calling card products and social VOIP solutions, Internet protocol devices, hosted network platforms and VOIP engineering consulting services. The Issuer also agreed to acquire Packetera's interest in three existing reseller agreements to supply such products and services. The license also covers any future telecommunications products and services that Packetera develops.

6. The Company has not had any default of the terms of any note, loan, lease, or other indebtedness or other financing arrangement requiring the issuer to make payments;
7. In consideration of Packetera granting the license and assigning the existing agreements to the Issuer, it agreed to issue to Packetera 30,600,000 post forward-split common shares in the capital of the Issuer. This resulted in a change of control with the principal of Packetera, Kevin Penstock, owning 51.1% of our issued and outstanding common stock. The agreement also required that the Issuer complete a forward split of its common stock such that 8.5 new shares of common stock were exchanged for each then issued share of common stock outstanding. As well, the 4,000,000 pre-split shares of common stock that the Issuer's directors held were returned to treasury. The Issuer completed the acquisition of the license in October 2009.
8. Please see Item 7, above;
9. Shares were increased by an 8.5 for 1 split on October 28, 2009;
10. On May 5, 2010, the Issuer filed a notice of termination of registration with the Securities & Exchange Commission. As a result of the filing, its shares of common were no longer quoted on the OTC Bulletin Board.
11. There are no current, past, pending or threatened legal proceedings or administrative actions either by or against the issuer that could have a material effect on the issuer's business, financial condition, or operations.

B. Business of Issuer.

1. The Primary SIC code for the Company is 4899 and the secondary SIC code is 4813.
2. The Company is in the developmental stage.
3. The Company was formerly a "shell company".
4. The license that the Issuer holds relating to Packetera's products and services, as well as the Issuer's interest in three reseller agreements is held in its wholly owned subsidiary, Itokk Communications, Inc., a Nevada company. Its financial results are included in the Issuer's financial statements included in or referenced in this Disclosure Statement. The Issuer also owns a 100% interest in Horizon Trust, a California trust that provides us with various executive and public relations services.
3. The Company does not foresee any substantial changes that could adversely affect the business of the Company at this time.
4. The Company has not spent any moneys on research and development to date.

5. There are an increasing number of laws and regulations pertaining to the Internet in general and to VOIP specifically. Currently, in many jurisdictions, there are questions about whether VOIP should be considered as a telecommunications service and therefore be subject to government regulation. In June 2005, the Federal Communications Commission imposed 911 emergency service obligations on providers of interconnected VOIP services that allow users to make and receive calls from the regular telephone network. In addition, the FCC requires interconnected VOIP providers to comply with the Communications Assistance for Law Enforcement Act of 1994 and to contribute to the Universal Service Fund, which supports communications services in high-cost areas and for income-eligible telephone subscribers. Aspects of these considerations may change with new developments in Internet and VOIP technology. Other laws or regulations may be adopted with respect to telecommunications regulation, online content regulation, user privacy, pricing, taxation and quality of products and services that could negatively impact our business operations.
6. The Issuer has not incurred any expenditure on research and development activities since its incorporation. Packetera conducted all research and development involved in the products and services that are subject to its license agreement.
7. The Issuer does not anticipate incurring any material costs in order to comply with applicable federal, state, local or international environmental laws.
8. As of March 31, 2010, the Company did not have any employees other than the directors and officers. However, it has retained the services of a total of 15 independent contractors that provide services to it.

Item IX The nature of products or services offered.

A. Principal products or services, and their markets.

Through its license from Packetera, the Issuer has the right to use, sell, market, distribute and/or sublicense various products and services, including the Npoints Framework and click-to-talk and mobile VOIP applications under the trade names “itokk.com”, “itokk.mobi” and “Itokk wireless”.

Npoints Framework

The Npoints framework is an application programming interface (“API”) that allows a customer to utilize VOIP for voice and video communications. An API is a language format that an application program uses to communicate with an operating system or other services. The Npoints framework is an API that resellers can install in order to provide their customers with access to VOIP technology and related Itokk products, namely click-to-talk and Itokk wireless applications.

VOIP, or voice-over-Internet-protocol, is a term used to describe a series of technologies whereby voice communications are transmitted over the Internet. This contrasts with typical telephone communication that relies on a public switched telephone network. VOIP, which is also known as telephony, involves converting a human voice that originates as an analog signal into a digital format. This digital signal is then compressed or translated into Internet packets for transmission. The packets are similarly converted back to an analog voice at the receiving end of the voice communication. The key advantage of a VOIP network is that it costs much less than traditional telephone communication to establish. As a result, companies that provide VOIP services to consumers are usually able to do so at a large price discount when compared to traditional telecommunications companies.

Additional Products

In order to add value to the Npoints Framework, the Issuer has developed additional products that customers using their platform can utilize: click-to-talk and Itokk wireless. Click-to-talk allows owners to install a button on their websites for communications with customers. When someone accesses a

business website and wants to speak directly with a representative of the company, he or she clicks on a button on the webpage and the Issuer connects the customer to the business by VOIP. It allows the customer to contact the business immediately for free while he or she is accessing your website.

Itokk wireless allows cellular phone users to make outgoing calls without incurring charges from their cellular phone service provider. In order to use the feature, a mobile phone caller dials the number of the intended call recipient using Itokk software. The Issuer then contacts the caller's cellular phone and connects the caller with the recipient through its VOIP network. As a result, all outgoing calls are received as incoming, which typically avoids any charges on most cellular phone plans. The Issuer offers pay-as-you-go and minute purchase plans for its wireless VOIP product with prices that vary depending on expected use.

Products in Development

Packetera's products in development include the Softphone suite, virtual calling call products and social VOIP. Pursuant to the licensing agreement with Packetera, the Issuer's license will extend to all future telecommunications products and services that Packetera develops.

The purpose of the Softphone suite is to allow users to make voice and video calls over the Internet. While this is similar to the VOIP product offered by Skype, Packetera intends to develop its video and voice software for use in a web browser rather than requiring a user to download specific software. This allows a user to log into Softphone from any computer regardless of whether the computer has been used for Softphone applications previously.

Packetera is also developing a group of virtual calling card products under the name "italkexpress.com". These products will allow users to sign up online and pay for VOIP services without the need for a personal identification number.

Itokk Social is a product in development that will create a social VOIP system for web based communities. This will be implemented in conjunction with the Softphone suite, which will allow the web browser based voice and video system to be embedded in social networks.

B. Distribution methods of the products or services.

The Issuer intends to distribute our products and services through the use of resellers. As part of the Issuer's acquisition of the license, Packetera also assigned to us its interest in three reseller agreements. The agreements are with One World United Inc., Isource Communications Inc. and Voice S.r.L., doing business as Voice Italia.

Each agreement provides that the Issuer will provide the reseller with access to its VOIP platform system and associated products. Each reseller agrees to use its best efforts to promote the Issuer's products and services and to solicit customers. The Issuer has the right to terminate each reseller agreement if the reseller fails to meet specific sales targets. It also reserves the right to set the retail prices for products and services. Resellers are not permitted to charge customers any additional fees in addition to the retail prices that the Issuer charges. In consideration for its efforts to generate sales of the Issuer's products and services, each reseller receives a percentage commission that varies depending on the product involved.

The Issuer's reseller agreement with Isource Communications Inc. provides that Isource is the exclusive reseller of the Packetera products in the United States and Canada for charities, gaming and home based business affiliate marketing. The agreement with Voice S.r.L. provides that it will be the exclusive reseller in Italy. One World United Inc. is a non-exclusive reseller. One World United Inc. is based in Winnipeg, Manitoba, Canada.

C. Status of any publicly announced new product or services.

None.

D. Competitive business conditions, the issuer's competitive position in the industry, and methods of competition.

The Issuer will compete with other VOIP companies telephone and video communication services through the Internet through resellers and directly to consumers. Most of these companies solely provide an API to facilitate VOIP communications and do not provide any additional products and services. Because these companies offer almost identical services, there is extreme price competition that keeps profit margins very low.

Rather than engaging in price competition in a mature VOIP marketplace, the Issuer intends to differentiate its business by developing products for consumers that add value to our Npoints Framework, such as click-to-talk and Itokk wireless. Some competitors have adopted a similar model including Ribbit Corporation, which is owned by British Telecom, and Jajah Inc. Competition with these companies will be based primarily on product features and marketing. These companies have greater financial and technical resources than the Issuer does.

The Issuer's Softphone video and voice over the Internet suite that is currently in development faces competition from Skype, which provides user-to-user voice and video communication software free of charge, except when a user is calling a land line or cellular phone. The Issuer hopes to compete with Skype and any similar products by providing Softphone in a web browser rather than a software download and by working with social networks to embed its product in their websites.

The Issuer's success in the VOIP sector depends on its ability to introduce innovative products before its competitors do and to market them effectively in order to attract customers that currently rely on other VOIP providers or traditional phone service.

E. Sources and availability of raw materials and the names of principal suppliers.

Not applicable to the Company.

F. Dependence on one or a few major customers.

The Company depends on numerous customers in the industry. The company is not dependant on one major customer for the endurance of the company and looks forward to the future business that is to be provided.

G. Patents, trademarks, licenses, franchises, concessions, royalty agreements or labour contracts, including their duration; and

Due to the costs involved and the potential inability to qualify, the Issuer has not filed for patent protection of its products and our trademarks. It has also not sought legal advice regarding whether or not patent protection of its technology is possible. Accordingly, the Issuer's business is subject to the risk that competitors could either copy its technology or release competing products.

H. The need for any government approval of principal products or services. Discuss the status of any requested government approvals.

There is no need for any government approval of the Issuer's principal products or services.

Item X The nature and extent of the issuer's facilities.

The Issuer's principal asset is its 75 year license to use, sell, market, distribute and/or sublicense various products and services owned by Packetera, including an application programming interface for VOIP, callback web-to-voice applications, session initiation protocol-Softphone products, virtual calling card products and social VOIP solutions, Internet protocol devices, hosted network platforms and VOIP engineering consulting services.

The Company does not have any property interest tantamount to property ownership. The Issuer leases office space at 375 Water Street, Vancouver, British Columbia, its principal executive offices. It does not hold any other material interest in any property or facilities. The Issuer does not own any property or properties, for which the book value amounts to 10 percent or more of the total assets of the issuer and its consolidated subsidiaries for the last fiscal year.

Part D Management Structure and Financial Information

Item XI The name of the chief executive officer, member of the board of directors, as well as control persons.

A. Officers and Directors

<u>Name</u>	<u>Position</u>
Kevin Penstock 375 Water Street, Suite 200 Vancouver, British Columbia, V6B 5C6	(President, C.E.O., Director, Secretary and Treasurer)

Kevin Penstock was the co-founder and has acted as C.E.O. of Packetera Communications Inc., the private Canadian company that licensed its VOIP and related technology to the Issuer, since February 2007. From 2005 to 2006, Mr. Penstock was vice-president of technology for Galaxy Telecom Inc. of Vancouver, British Columbia. From 2002 to 2008, Mr. Penstock held the position of C.E.O. of Goa Strategies Corp., an outsourcing consulting company providing specialized VOIP software engineering services to communication companies worldwide such as Counterpath, Times Telecom, VocalScape, ANEW Broadband, NetFone and many more. From 1999 to 2003, Mr. Penstock was a technology advisor for Monetary Capital Corp., a venture capital company based in Vancouver. During the same period, Mr. Penstock was the Chief Technical Officer (CTO) for Global Sortweb.com Inc., a Canadian reporting company, a provider of hosted content management systems, and was responsible for building and managing a development organization in India for multiple technology companies and projects. Mr. Penstock graduated from the British Columbia Institute of Technology in 1992 in Computer Systems Technology and Management Decision Systems.

<u>Name</u>	<u>Position</u>
Ioannis (John) Karamitsos 375 Water Street, Suite 200 Vancouver, British Columbia, V6B 5C6	(Vice-president of Research and Development. Director)

Dr. Ioannis (John) Karamitsos is responsible for the Issuer's research and development, engineering, as well as the design and the implementation of its Global VoIP network. Dr. Karamitsos launched his career at Intracom in 1994, holding senior positions in research and development. In the following ten years, he worked on a variety of telecom systems covering most technical and business aspects of exploration and production. Later, he moved to Huawei Technologies where he worked in Business Development as Executive Director. He worked for three years in developing and implementing Huawei's research and development strategy for broadband and wireless product lines in the Greek and Balkan

area. In 2007, he acted as the Deputy C.T.O. for ON Telecoms, a Greek ISP start-up that provides triple play services (Internet, Voice, IPTV) based on broadband technologies. Dr. Karamitsos received an award from Huawei as “2005 Best Employee in Europe”. He holds a Bachelor of Electronics Engineering from the University of Rome “La Sapienza”, Italy, a Master of Science degree in Telematics Management from the Donau-Krems University, Krems, Austria and a Ph.D. in Optical Networks from the University of the Aegean in Greece.

Mr. Penstock is also a control person of the Issuer as he has majority voting control over its stock. Mr. Penstock is the beneficial owner of 30,600,000 shares of our common stock and one share of Series A preferred stock.

The Issuer has not provided compensation to any director, officer or control person since its incorporation.

B. Legal/Disciplinary History

None of the foregoing person has, 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);
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;
3. A finding or judgment by a court of competent jurisdiction (in a civil action), the SEC, the CFTC, 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.
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.

C. Disclosure of Certain Relationships.

There are no family relationships among and between the Issuer’s directors, officers, persons nominated or chosen by the Issuer to become directors or officers, or beneficial owners of more than five percent of any class of the Issuer’s equity securities.

D. Disclosure of Related Party Transactions.

The following is a description of the related party transactions that have occurred in the past two completed fiscal years of the Issuer, as well as in the current fiscal year:

1. In fiscal 2008, a former director of the Issuer, Christopher Paterson, loaned \$16,334 to the Issuer. At the fiscal year end, the total amount of loans due and owing from the Issuer to Mr. Paterson was \$29,359. These loans are unsecured, bear no interest and have no fixed terms of repayment.
2. In fiscal 2009, a former director of the Issuer, Christopher Paterson, loaned \$13,500 to the Issuer. At the fiscal year end, the total amount of loans due and owing from the Issuer to Mr. Paterson was \$42,859. These loans are unsecured, bear no interest and have no fixed terms of repayment.

3. In the nine month period ended March 31, 2010, Kevin Penstock, our director and officer, and a private company that he controls loaned \$19,087 to the Issuer. These loans are unsecured, bear no interest and have no fixed terms of repayment.
4. During the nine month period ended March 31, 2010, the Issuer paid or accrued a total of \$169,300 in rent, administration, consulting, telecommunications, license fees and travel to a private company controlled by Kevin Penstock.
5. Subsequent to the fiscal quarter ended March 31, 2010, pursuant to a share exchange agreement, the Issuer issued 2,400,000,000 shares of common stock and 12,000,000 shares of Series B preferred stock to Horizon Trust. Kevin Penstock was a beneficial owner of approximately 83.3% of the issued and outstanding beneficial ownership shares of the trust. The shares were issued to Horizon Trust without a deemed price.

E. Disclosure of Conflicts of Interest.

There are no conflicts of interest or circumstances in which any executive officer or director has competing professional or personal interests.

Item XII Financial Information of the issuer's most recent fiscal period.

The financial statements for period ended March 31, 2010 are hereby incorporated by reference and attached as Exhibit 1. These financial statements include balance sheets, statements of income, statements of cash flows, a statement of changes in stockholders' equity, and financial statement notes.

Item XIII Similar financial information for such part of the two preceding fiscal years as the issuer or its predecessor has been in existence.

The Issuer's audited financial statements for the fiscal years ended June 30, 2009 and June 30, 2008 are hereby incorporated by reference and attached as Exhibit 2. These financial statements include balance sheets, statements of income, statements of cash flows, a statement of changes in stockholders' equity, financial statement notes and an auditor's report.

Item XIV Beneficial Owners.

The following list sets forth, as of March 31, 2010, the number of shares of Common Stock owned of record and beneficially by executive officers, directors and persons who holds 5% or more of the outstanding Common Stock of the company. Also included are the shares held by all executive officers and directors as a group.

As of March 31, 2010, there were 59,882,500 shares of common stock outstanding.

Title of Class	Name and address of beneficial owner	Number of Shares Owned	Percent age of Class
Common Stock	Kevin Penstock 3864 West 16 th Ave, Vancouver, B.C. Canada	2,030,600,000	82.55%
Series A Preferred Stock	Kevin Penstock 3864 West 16 th Ave, Vancouver, B.C. Canada	1	100.00%
Series B Preferred Stock	Kevin Penstock 3864 West 16 th Ave, Vancouver, B.C. Canada	10,000,000	80.32%

The number of shares of common stock in the capital of the Issuer that Kevin Penstock beneficially owns includes 30,600,000 shares of common stock registered in the name of Packetera Communications Inc., a private company that is solely owned by Mr. Penstock. The address for Packetera Communications Inc. is 375 Water Street, Suite 200, Vancouver, British Columbia, V6B 5C6.

Item XV The name, address, telephone number, and email address of each of the following outside providers that advise the issuer on matters relating to operations, business development and disclosure:

1. Investment Banker

None.

2. Promoters

None.

3. Counsel;

The McGeary Law Firm, P.C.
405 Airport Fwy., Suite 5
Bedford, Texas 76021

This firm and its principals hold no shares in the Company.

4. Accountant or Auditor

The Issuer's financial statements for the fiscal years ended June 30, 2008 and 2009 were audited by:

Michael T. Studer, CPA PC
18 East Sunrise Hwy, Suite 311
Freeport, NY 11520
Telephone: 516-378-1000

5. Public Relations Consultant

None.

6. Investor Relations Consultant

None.

7. Any other advisor(s) that assisted, advised, prepared or provided information with respect to this disclosure documentation.

Gregory S. Yanke Law Corporation
409 Granville Street, Suite 1251
Vancouver, BC Canada V6C 1T2
Telephone: 604-669-0780

Item XVI Management's Discussion and Analysis or Plan of Operation

A. Plan of Operation

The Issuer is a development stage corporation with no revenues from its business operations. The Issuer's auditor has issued a going concern opinion regarding the ability of the Issuer to continue operations. This means that the auditor believes there is substantial doubt that the Issuer can continue as an on-going business for the next twelve months. While it has acquired a license relating to certain VOIP technology applications, there is still no assurance that the Issuer's intended operations will be profitable.

Current cash on hand is only sufficient to sustain operations for a very limited time. To meet its financing requirements, the Issuer anticipates raising funds through the sale of its equity. If the Issuer needs additional cash and cannot raise it, it will either have to delay or suspend operations until it does raise the cash, or cease operations entirely.

The Issuer's plan of operation for the twelve months following the date of this Disclosure Statement is to expand its business operations by:

- executing additional reseller agreements pursuant to which third parties will market its products and services to end-users;
- assembling an integration team to aid and assist resellers;
- assembling a call center support team to answer reseller and end-user inquiries;
- conducting a marketing plan to secure additional resellers and customers; and
- pursuing research and development initiatives to complete certain products in the development stage and to generate proposals for potential new products.

In order to execute additional reseller agreements, the Issuer plans to have management travel extensively in order to introduce its products and services to telecommunications companies, cable companies, Internet service providers, VOIP service providers and marketing organizations throughout North America and Europe. The Issuer's C.E.O., Kevin Penstock, will be primarily responsible for initiating new contacts in North America, while Ioannis Karamitsos, Ph.D., the vice president of research and development, will initiate new contacts in Europe. The Issuer's goal is to execute and maintain a minimum of 17 new, active resellers within the next 12 months. It intends to commence this marketing effort immediately and anticipates that it will be ongoing throughout the next 12 month period.

The Issuer's management will also oversee the assembly of the integration and call center support teams. This will primarily involve hiring and training personnel to aid and assist resellers in their efforts to sell the Issuer's products to its customers and to answer any questions from either the resellers or their customers. The Issuer expects to hire 12 client and customer support personnel in the next 12 months. The timing of the expansion of these teams will depend on its ability to raise funding to cover labor and related overhead expense.

The Issuer's marketing efforts will consist of a mix of new social and media viral marketing via the Internet sustained by channel marketing through its resellers.

In order to complete existing new product development, such as its Softphone suite, and Itokk social, a social VOIP for web communities, as well as to design new products, the Issuer intends to retain software developers. The Issuer's C.E.O., Kevin Penstock, and its vice-president of research and development, Ioannis Karamitsos, Ph.D., will oversee the training and management of these employees. The Issuer intends to expand its research and development efforts by retaining five technical staff in Vancouver and another 30 developers in India, with an initial recruitment of five employees. The timing of the expansion of these teams will depend on the Issuer's ability to raise funding to cover labor and related overhead expense.

In order to achieve the preceding objectives, the Issuer anticipates incurring the following approximate costs:

Management wages:	\$915,000
Operations and overhead:	\$1,268,000
Research and development:	\$402,000
Marketing:	\$528,000
Total:	\$3,113,000

Of this amount, the Issuer expects that in order to achieve its objectives, it will require these funds on a per quarter basis approximately as follows:

Quarter 1:	\$256,000
Quarter 2:	\$630,000
Quarter 3:	\$1,013,000
Quarter 4:	\$1,214,000
Total:	\$3,113,000

As well, the Issuer anticipates spending an additional \$50,000 on administrative costs such as accounting and auditing fees, as well as legal fees.

Total expenditures over the next 12 months are therefore expected to be approximately \$3,213,000. The Issuer's ability to meet these objectives in the time frames indicated will be dependent on its ability to generate revenue from operations and to raise sufficient additional capital to expand operations. If it is unable to generate sufficient revenue or raise financing as required, the Issuer will delay its expansion of operations as necessary.

B. Management's Discussion and Analysis of Financial Condition and Results of Operations

Overall Performance

Itokk, Inc. (the "Company") holds an exclusive license that provides it with the right to use, sell, market, distribute and/or sublicense various products and services, including the Npoints Framework and click-to-talk and mobile VOIP applications under the trade names "itokk.com", "itokk.mobi" and "Itokk wireless".

Business operations were minimal during the fiscal quarter ended March 31, 2010 due to lack of funding. The Company has not generated any revenue through operations. Management is focusing its efforts on raising capital through the sale of its securities. Due to a cease trade order relating to the Company's failure to file financial statements on time with the British Columbia Securities Commission, these fund raising efforts are limited to other jurisdictions.

Once additional funding is raised, of which there is no guarantee, the Company intends to expand its business operations by:

- executing additional reseller agreements pursuant to which third parties will market our products and services to end-users;
- assembling an integration team to aid and assist resellers;
- assembling a call center support team to answer reseller and end-user inquiries;
- conducting a marketing plan to secure additional resellers and customers; and
- pursuing research and development initiatives to complete certain products in the development stage and to generate proposals for potential new products.

Sources and Uses of Cash

At March 31, 2010, the Company's current assets consisted of \$1,685 in cash. Accordingly, it will have to raise additional funds in the next twelve months in order to cover anticipated administrative costs and costs relating to proceeding with business operations. Subsequent to the quarter, the Company received approximately \$366,500 in connection with various private placement subscription agreements.

The Company currently does not have a specific plan of how it will obtain additional funding; however, it anticipates that it will be in the form of equity financing from the sale of its common and Series B preferred stock. Any private placement of common stock will result in substantial dilution to existing shareholders.

The Company has and will continue to seek to obtain short-term loans from its directors, although no future arrangements for additional loans have been made. The Company does not have any agreements with its directors concerning such loans.

Events, Trends and Uncertainties

The development of the Company's business will depend upon its ability to attract resellers and customers for its voice-over-Internet protocol and related products and services. Its ability to generate revenue may be affected by events and trends such as general economic conditions, technological advances and competing products from existing and new companies in the same business.

Summary of Quarterly Results

The following information is provided for each of the eight most recently completed fiscal quarters of the Company:

The following is selected financial information from the Company's eight most recently completed fiscal quarters:

	3rd Qtr. Ended 3-31-10	2nd Qtr. Ended 12-31-09	1st Qtr. Ended 9-30-09	4th Qtr. Ended 6-30-09	3rd Qtr Ended 3-31-09	4th Qtr Ended 12-31-08	3rd Qtr Ended 9-30-08	2nd Qtr. Ended 6-30-08
Total Revenues	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Operating Loss	(\$150,935)	(\$59,064)	(\$11,690)	(\$6,615)	(\$2,731)	(\$2,717)	(\$1,793)	(\$6,331)
Operating Loss Per Share	(\$0.00)	(\$0.00)	(\$0.00)	(\$0.00)	(\$0.00)	(\$0.00)	(\$0.00)	(\$0.00)
Total Net Loss	(\$150,935)	(\$59,064)	(\$11,690)	(\$6,615)	(\$2,731)	(\$2,717)	(\$1,793)	(\$6,331)
Total Net Loss Per Share	(\$0.00)	(\$0.00)	(\$0.00)	(\$0.00)	(\$0.00)	(\$0.00)	(\$0.00)	(\$0.00)

The Company did not have any outstanding stock options, share purchase warrants or other rights to acquire its shares. Accordingly, the basic and undiluted loss per share figures above are the same.

Note that the operating loss was significantly larger for the three month periods ended March 31, 2010 and December 31, 2009 than for any previous period due to a change in the Company's business. The Company completed its acquisition of the Itokk license and expanded operations in October 2009. As a result, the Company began incurring consulting, office and license fees.

Results of Operations

The Company is still in its development stage and has no revenues to date. As the Company has had no regular income or business operations there can be no meaningful discussion and analysis of its financial performance during the quarter ended March 31, 2010 of the sort that would be possible with a company with a developed operating business or regular income.

The Company incurred operating expenses of \$221,689 and \$7,241 for the nine month periods ended March 31, 2010 and 2009, respectively. The increase is a result of our increased business development activities and specifically the increase in general and administrative expenses, and the engagement of consultants and the cost of fees for licensing technology over the prior period.

The \$221,689 in operating expenses for the nine month period ended March 31, 2010 consisted of the following: consulting fees of \$86,970, interest expense of \$7,019, license fees of \$33,813 and general, office and administrative fees of \$93,887, which consisted of \$26,500 in rent expense, \$26,905 in filing fees, \$12,213 in legal fees, \$17,679 in miscellaneous office expenses and \$10,590 in general expenses.

The \$7,241 in operating expenses for the nine month period ended March 31, 2009 consisted entirely of general, office and administrative fees.

Liquidity and Capital Resources

The Company currently has no operating revenues. It relies primarily on equity financing to fund its business and administrative costs.

As at March 31, 2010, the Company had cash on its balance sheet of \$1,685 and negative working capital of (\$277,576). Subsequent to the quarter, the Company received approximately \$366,500 in connection with various private placement subscription agreements. This is expected to cover expected business and administrative expenses for a period of four months given that the Company has recently scaled down its administration costs.

Future development of the Company's current business plan will depend on its ability to obtain additional financing through the sale of its securities or from related party loans. There is no assurance that such financing or loans will be available when required by or under terms favourable to the Company.

The Company does not currently have a specific plan regarding how it will obtain future funding; however, management anticipates that additional funding will be in the form of equity financing from the sale of its shares. The Company may also seek short-term loans from its directors, although no such arrangement has been made.

As of the date of this Management Discussion, the Company does not have any commitments for capital expenditures other than a lease agreement for its office space with Water Street Services Inc. whereby the Company is required to pay \$3,885 in monthly rent for a one year lease term. The Company does not anticipate any change in its capital expenditure commitments in the near future.

Fiscal Year ended June 30, 2009

The Issuer did not earn any revenues from operations in the fiscal year ended June 30, 2009. It incurred operating expenses in the amount of \$13,856 during the fiscal year. These operating expenses were comprised entirely of general and administrative costs.

Fiscal Year ended June 30, 2008

The Issuer did not earn any revenues from operations in the fiscal year ended June 30, 2008. It incurred operating expenses in the amount of \$20,795 during the fiscal year. These operating expenses were comprised entirely of general and administrative costs.

The Issuer has not attained profitable operations and is dependent upon obtaining financing to pursue further business development. For these reasons, there is substantial doubt that it will be able to continue as a going concern.

Sources and Uses of Cash

At June 30, 2009, the Issuer's current assets consisted of \$12 in cash. At March 31, 2010, its cash on hand totaled \$1,685. Subsequent to this quarter, the Issuer proceeded with a private placement of its Series B preferred stock at a price of \$2.50 per share. It has received approximately \$366,500 in connection with various subscription agreements. These funds will cover approximately 10% of the Issuer's anticipated costs in the next 12 months.

Accordingly, the Issuer will have to raise additional funds in the next twelve months in order to cover its anticipated administrative costs and costs of expanding its operations as outlined above. The Issuer currently does not have a specific plan of how it will obtain such funding; however, it anticipates that additional funding will be in the form of equity financing from the sale of its common stock. Any private placement of the Issuer's common stock will result in substantial dilution to existing shareholders.

Events, Trends and Uncertainties

The development of the Issuer's business will depend upon its ability to attract resellers and customers for its VOIP and related products and services. Its ability to generate revenue may be affected by events and trends such as general economic conditions, technological advances and competing products from existing and new companies in the same business.

Interim Period Ended March 31, 2010

The Issuer incurred operating expenses of \$221,689 and \$7,241 for the nine month periods ended March 31, 2010 and 2009, respectively. The increase is a result of its increased business development activities and specifically the increase in general and administrative expenses, and the engagement of consultants and the cost of fees for licensing technology over the prior period.

At March 31, 2010, the Issuer had total assets of \$2,001,685 consisting cash of \$1,685 and intangible assets of \$2,000,000, presenting its license from Packetera Communications Inc. At March 31, 2010, it had total current liabilities of \$279,261, consisting of accounts payable of \$15,468, \$244,706 in loans payable and \$19,087 due to related parties.

During the nine months ended March 31, 2010, the Issuer used cash of \$212,352 in operations. During the three months ended March 31, 2010, it used \$140,856 in operations. During the nine months ended March 31, 2010 and 2009, the Issuer did not have any cash flows from investment activities. During the nine months ended March 31, 2010, the Issuer received \$213,915 from its financing activities. During the nine months ended March 31, 2009, it received \$13,101 from financing activities

Amounts due to related parties are unsecured, do not bear interest and are not repayable at any fixed date. Loans payable includes \$105,779 advances payable that bears interest of 10% per annum and are convertible into the Issuer's common stock at market value. Interest of \$7,019 has accrued on the \$105,779 loan. The remaining loan payable of \$191,909 is unsecured, does not bear interest and is not repayable at any fixed date. At March 31, 2010, the Issuer had not made any payments on the loans payable

C. Off-Balance Sheet Arrangements

The Issuer does not have any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on its financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

Part E Issuance History**Item XVII List of Securities offerings and shares issued for services in the past two years.**

The following is a list of all changes in the Issuer's share capital since June 30, 2008 (i.e., since the two-year period prior to the Issuer's most recently completed fiscal year).

Nature of Offering	Jurisdiction(s) of the Offering	Number of Shares Offered	Number of Shares Sold	Price Offered and Paid	Trading Status of Shares	Are the Shares Legended?
8.5 for 1 stock split (October 28, 2009)	N/A	N/A	55,837,500 shares of common stock issued	\$0	N/A	N/A
Return to Treasury (October 28, 2009)	N/A	N/A	34,000,000 shares of common stock returned to treasury	N/A	N/A	N/A
Stock Issued for Intangible Assets (Regulation S) (October 28, 2009)	United States, British Columbia	N/A	30,600,000	assets	Restricted	Yes
Stock issued for consideration (Act s. 4(2))	United States, British Columbia	N/A	1 Series A preferred share issued to Kevin Penstock	\$100 CAD	Restricted	Yes

Part F Exhibits**Item XVIII Material Contracts**

The Issuer has attached the following material contracts as a part of Exhibit 3 to this Disclosure Statement:

1. Licensing Agreement dated September 19, 2009 between the Issuer and Packetera Communications Inc.;
2. Agreement dated May 29, 2009 between the Issuer and One World United Inc.
3. Agreement dated September 1, 2009 between the Issuer and Isource Communications Inc.; and
4. Agreement dated June 22, 2009 between the Issuer and Voice S.r.L., doing business as Voice Italia.

Item XIX Articles of Incorporation and Bylaws

The Issuer has attached its Articles and Bylaws as Exhibit 4 to this Disclosure Statement.

Item XX Purchases of Equity Securities by the Issuer and Affiliated Purchasers.

None.

Item XXI Issuer's Certifications.

I, Kevin Penstock, certify that:

1. I have reviewed this Initial Company Information and Disclosure Statement of Itokk, 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 periods covered by this disclosure statement.
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.

DATE: August 31, 2010

/s/ Kevin Penstock
Kevin Penstock
Chief Executive Officer

ITOKK, INC.
(formerly Shadow Marketing Inc.)
(A Development Stage Company)
Financial Statements
March 31, 2010
(Unaudited)
(Expressed in US Dollars)

ITOKK, INC.
(formerly Shadow Marketing Inc.)
(A Development Stage Company)
Consolidated Balance Sheets
(Expressed in US Dollars)

	March 31, 2010	June 30, 2009
(Unaudited)		
ASSETS		
Current Assets		
Cash	\$ 1,685	\$ 122
Total current assets	1,685	122
License	2,000,000	-
Total assets	\$ 2,001,685	\$ 122
LIABILITIES		
Current Liabilities		
Accounts payable	\$ 15,468	\$ 7,150
Accrued liabilities	-	6,000
Loan payable	244,706	42,859
Due to related parties	19,087	-
Total current liabilities	279,261	56,009
Stockholders' Equity (Deficit)		
Preferred stock, \$0.0001 par value Authorized: 100,000,000 shares, Issued and outstanding: none at March 31, 2010 and June 30, 2009		
Common stock, \$0.0001 par value Authorized: 2,900,000,000 shares Issued and outstanding: 59,882,500 and 63,282,500 at March 31, 2010 and June 30, 2009, respectively	5,988	6,328
Additional paid-in capital	2,018,512	18,172
Deficit accumulated during the development stage	(302,076)	(80,387)
Total stockholders' equity (deficit)	1,722,424	(55,887)
Total liabilities and stockholders' equity (deficit)	\$ 2,001,685	\$ 122

The accompanying notes are an integral part of these interim financial statements

ITOKK, INC.
(formerly Shadow Marketing Inc.)
(A Development Stage Company)
Consolidated Statements of Operations
(Expressed in US Dollars)
(Unaudited)

	Three Months Ended March 31,		Nine Months Ended March 31,		From September 19, 2003 (Inception) to March 31, 2010
	2010	2009	2010	2009	
Revenue					
Advertising revenue	\$ -	\$ -	\$ -	\$ -	576
Total revenue	-	-	-	-	576
Expenses					
Consulting fees	66,000	-	86,970	-	86,970
General, office and administrative	47,916	2,731	93,887	7,241	158,095
Interest expense	7,019	-	7,019	-	7,019
License fees	30,000	-	33,813	-	33,813
Magazine publication costs	-	-	-	-	16,755
Total expenses	150,935	2,731	221,689	7,241	302,652
Net loss	\$ (150,935)	\$ (2,731)	\$ (221,689)	\$ (7,241)	(302,076)
Net Loss Per Share					
Basic and diluted	\$ (0.00)	\$ (0.00)	\$ (0.00)	\$ (0.00)	
Weighted Average Number of Shares Outstanding					
Basic and diluted	59,882,500	63,282,500	61,363,392	63,282,500	

The accompanying notes are an integral part of these interim financial statements

ITOKK, INC.
(formerly Shadow Marketing Inc.)
(A Development Stage Company)
Consolidated Statements of Cash Flows
(Expressed in US Dollars)
(Unaudited)

	Nine Months Ended March 31,		From September 19, 2003 (Inception) to March 31,
	2010	2009	2010
Cash Flows from Operating Activities			
Net loss	\$ (221,689)	\$ (7,241)	\$ (302,076)
Changes not involving cash			
Interest expense	7,019	-	7,019
Changes in operating assets and liabilities:			
Accounts payable	8,318	(4,580)	15,468
Accrued liabilities	(6,000)	-	-
Net cash used for operating activities	(212,352)	(11,821)	(279,589)
Cash Flows from Financing Activities			
Due to related parties	19,087	-	87,996
Loan payable	194,828	13,101	168,778
Proceeds from sales of common stock	-	-	24,500
Net cash provided by financing activities	213,915	13,101	281,274
Increase in cash	1,563	1,280	1,685
Cash, beginning	122	558	-
Cash, ending	\$ 1,685	\$ 1,838	\$ 1,685
Supplemental disclosures of cash flow information:			
Cash paid for:			
Taxes	\$ -	\$ -	-
Interest	\$ -	\$ -	-
Non-cash transactions:			
Common stock issued for license	\$ 2,000,000	\$ -	\$ 2,000,000

The accompanying notes are an integral part of these interim financial statements

(formerly Shadow Marketing Inc.)
(A Development Stage Company)
Consolidated Statement of Stockholders' Equity (Deficit)
(Expressed in US Dollars)
(Unaudited)

	Common Stock Issued		Additional Paid-in Capital	Deficit Accumulated During the Development Stage	Total Stockholders' Deficit
	Shares	Amount			
Balance, June 30, 2008	7,445,000	\$ 7,445	\$ 17,055	\$ -66,531	\$ -42,031
8.5/1 stock split on October 28, 2009	55,837,500	55,838	-55,838	-	-
Net loss for the nine months ended March 31, 2009	-	-	-	-7,241	-7,241
Balance, March 31, 2010	63,282,500	63,283	-38,783	-73,772	-49,272
Net loss for the three months ended June 30, 2009	-	-	-	(6,615)	-6,615
Balance June 30, 2009	63,282,500	63,283	-38,783	-80,387	-55,887
Stock returned to treasury and cancelled	-34,000,000	-34,000	34,000	-	-
Stock issued for intangible assets	30,600,000	30,600	1,969,400	-	2,000,000
Net loss for the nine months ended March 31, 2010	-	-	-	-214,671	-214,671
Balance, March 31, 2010	59,882,500	\$ 59,883	\$ 1,964,617	\$ -295,058	\$ 1,729,442

The accompanying notes are an integral part of these interim financial statements

ITOKK, INC.
(formerly Shadow Marketing Inc.)
(A Development Stage Company)
Notes to the Consolidated Financial Statements
March 31, 2010
(Unaudited)

1. ORGANIZATION, BUSINESS OPERATIONS AND BASIS OF PRESENTATION

Organization and Business Operations

The unaudited consolidated financial statements included herein have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with the rules and regulations of the Securities and Exchange Commission. They do not include all information and notes required by generally accepted accounting principles for complete financial statements. However, except as disclosed herein, there have been no material changes in the information disclosed in the notes to the audited financial statements included on Form 10-K of the Company for the year ended June 30, 2009. In the opinion of management, all adjustments considered necessary for a fair presentation have been included. Operating results for the three and nine months ended March 31, 2010, are not necessarily indicative of the results that may be expected for any other interim period or the entire year. For further information, these unaudited financial statements and the related notes should be read in conjunction with the Company's audited financial statements for the year ended June 30, 2009, included in the Company's annual report on Form 10-K.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Recently Adopted Accounting Guidance

The Company has reviewed recently issued accounting pronouncements and plans to adopt those that are applicable to it. The Company does not expect the adoption of these pronouncements to have a material impact on its financial position, results of operations or cash flows.

3. LICENSE

On October 28, 2009, the Company entered into a licensing agreement with Packetera Communications Inc. ("Packetera"), a private Canadian company, whereby the Company agreed to issue 30,600,000 common shares in exchange for Packetera granting to the Company an exclusive worldwide 75 year license to use, sell, market, distribute and sublicense various products and services owned by Packetera. The fair value of the license was determined to be \$2,000,000.

4. LOAN PAYABLE

At March 31, 2010, the Company had a loan payable in the amount of \$244,706 (June 30, 2009 – \$42,859). The loan consists of \$131,908 which is unsecured, bears no interest and has no fixed terms of repayment. Loans of \$105,779 were received during the three months ended March 31, 2010. These amounts bear interest at 10% per annum, are due on demand, are unsecured and are convertible to common shares at market value. As at March 31, 2010, interest of \$7,019 (June 30, 2009 - \$Nil) was accrued on the \$105,779 loan.

5. DUE TO RELATED PARTY

At March 31, 2010 the Company had advances payable of \$19,087 (2009 – \$Nil). The Company was indebted to a company controlled by a director in the amount of \$4,510 and to a director in the amount of \$14,577. These debts are unsecured, bear no interest and have no fixed terms of repayment. During the nine months ended March 31, 2010, the Company paid or accrued a total of \$169,300 in rent, administration, consulting, telecommunications, license fees and travel to this company.

6. CAPITAL STOCK

On October 5, 2009, the Company authorized 1,000,000 preferred shares to be issued with a par value of \$0.001. The classes, series, voting powers and restrictions on these preferred shares have not been determined by the Company's board of directors.

On October 28, 2009, the Company completed an 8.5 to 1 forward-split of its common stock for shareholders of record on that date.

On October 28, 2009, the Company issued 30,600,000 shares of its post split common stock pursuant to a licensing agreement valued at \$2,000,000 (Note 4).

On October 28, 2009, two officers of the Company each canceled 17,000,000 post split shares of the Company's common stock.

7. SUBSEQUENT EVENTS

On May 6, 2010, the Company increased the authorized share capital of the Company from 1,000,000 preferred shares with par value 0.001 to 100,000,000 preferred shares with a par value 0.0001 and increased the authorized share capital of the Company from 200,000,000 common shares with par value 0.001 to 2,900,000,000 common shares with a par value 0.0001.

1,000,000 shares of series A preferred shares are authorized. If at least one series A preferred share is issued and outstanding, then the total aggregate issued shares of series A preferred stock at any given time, regardless of their number, shall be convertible into the number of shares of common stock which equals four times the sum of: i) the total number of shares of common stock which are issued and outstanding at the time of conversion, plus ii) the total number of shares of series B and series C preferred stocks which are issued and outstanding at the time of conversion. If at least one share of series A preferred shares are issued and outstanding then the total aggregate issued shares of series A preferred stock at any given time, regardless of their number, shall have voting rights equal to four times the sum of: i) the total number of shares of common stock which are issued and outstanding at the time of voting, plus ii) the total number of shares of series B and series C stocks which are issued and outstanding at the time of voting.

59,000,000 shares of series B preferred shares are authorized. The holders of series B preferred shares shall be entitled to receive dividends when, as and if declared by the board of directors in its sole discretion. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any stock ranking junior to the series B preferred shares, the holders of the series B preferred shares shall be entitled to be paid out of the assets of the Company an amount equal to \$1.00 per share or, in the event of an aggregate subscriptions by a single subscriber for series B preferred shares in excess of \$100,000, \$0.997 per share, plus all declared by unpaid dividends. Each share of series B preferred shares is convertible into 25,000 common shares. Each series B preferred share has ten votes.

40,000,000 shares of series C preferred shares are authorized. The holders of series C preferred shares shall be entitled to receive dividends when, as and if declared by the board of directors in its sole discretion. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any stock ranking junior to the series C preferred shares, the holders of the series C preferred shares shall be entitled to be paid out of the assets of the Company an amount equal to \$1.00 per share or, in the event of an aggregate subscriptions by a single subscriber for series C preferred shares in excess of \$100,000, \$0.997 per share, plus all declared by unpaid dividends. Each share of series C preferred shares is convertible into 500 common shares. Each series B preferred share has one vote.

On May 12, 2010, the Company purchased the 1,200,000 outstanding shares of Horizon Trust in exchange for 2,400,000,000 common shares and 12,000,000 series B preferred shares and a management agreement between the Company and Horizon Trust. Under the agreement, Horizon will serve as a consultant for technology and service related businesses.

On May 12, 2010, 1 series A preferred share was issued to a director of the Company.

Subsequent to March 31, 2010, the Company issued 146,492 shares for proceeds of \$366,250.

Exhibit 2

Financial Statements

ITOKK, INC.
(formerly Shadow Marketing Inc.)
(A Development Stage Company)
Financial Statements
June 30, 2008
(Audited)
(Expressed in US Dollars)

REPORT OF REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Shadow Marketing Inc.

I have audited the accompanying balance sheet of Shadow Marketing Inc. (the Company), a development stage company, as of June 30, 2008 and the related statements of operations, stockholders' equity, and cash flows for the period September 19, 2003 (date of inception) to June 30, 2008. These financial statements are the responsibility of the Company's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Shadow Marketing Inc., a development stage company, as of June 30, 2008 and the results of its operations and its cash flows for the period September 19, 2003 (date of inception) to June 30, 2008 in conformity with accounting principles generally accepted in the United States.

The accompanying financial statements referred to above have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company's present financial situation raises substantial doubt about its ability to continue as a going concern. Management's plans in regard to this matter are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Michael T. Studer CPA P.C.

Michael T. Studer CPA P.C.

Freeport, New York
September 17, 2008

Shadow Marketing Inc.
(A Development Stage Company)
Balance Sheets
(Expressed in US Dollars)

	<u>June 30,</u> <u>2008</u>	<u>June 30,</u> <u>2007</u>
ASSETS		
Current Assets		
Cash	\$ 558	\$ 439
Total Assets	<u>\$ 558</u>	<u>\$ 439</u>
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIENCY)		
Current Liabilities		
Accounts payable and accrued liabilities	\$ 13,230	\$ 8,650
Due to related party	<u>29,359</u>	<u>13,025</u>
Total current liabilities	<u>42,589</u>	<u>21,675</u>
Stockholders' Equity (Deficiency)		
Common stock, \$0.001 par value authorized: 200,000,000 shares	—	—
Issued and outstanding:		
7,445,000 and 7,445,000 shares, respectively	7,445	7,445
Additional paid-in capital	17,055	17,055
Deficit accumulated during the development stage	<u>(66,531)</u>	<u>(45,736)</u>
Total stockholders' equity (deficiency)	<u>(42,031)</u>	<u>(21,236)</u>
Total Liabilities and Stockholders' Equity (Deficiency)	<u>\$ 558</u>	<u>\$ 439</u>

See notes to financial statements.

Shadow Marketing Inc.
(A Development Stage Company)
Statements of Operations
(Expressed in US Dollars)

	Year ended June 30, 2008	Year ended June 30, 2007	Period from September 19, 2003 (Date of Inception) to June 30, 2008
Revenue			
Advertising revenue	\$ —	\$ —	\$ 576
Total Revenue	<u>—</u>	<u>—</u>	<u>576</u>
Expenses			
Magazine publication costs	—	—	16,755
General and administrative	20,795	8,372	50,352
Total Costs and Expenses	<u>20,795</u>	<u>8,372</u>	<u>67,107</u>
Net Income (Loss)	<u>\$ (20,795)</u>	<u>\$ (8,372)</u>	<u>\$ (66,531)</u>
Net Income (Loss) per share			
Basic and diluted	<u>\$ (0.00)</u>	<u>\$ (0.00)</u>	
Number of common shares used to compute net income (loss) per share			
Basic and Diluted	<u>7,445,000</u>	<u>7,445,000</u>	

See notes to financial statements.

Shadow Marketing Inc.
(A Development Stage Company)
Statements of Stockholders' Equity (Deficiency)
For the period September 19, 2003 (inception) to June 30, 2008
(Expressed in US Dollars)

	Common Stock, \$0.001 Par Value		Additional Paid-in Capital	Deficit	Total Stockholders' Equity (Deficiency)
	Shares	Amount		Accumulated During the Development Stage	
Net loss for the Period September 19, 2003 to June 30, 2004	—	\$ —	\$ —	\$ (12)	\$ (12)
Balance, June 30, 2004	—	—	—	(12)	(12)
Shares sold at \$0.001 per share in December 2004	6,000,000	6,000	—	0	6,000
Shares sold at \$0.01 per share in March 2005	1,400,000	1,400	12,600	0	14,000
Shares sold at \$0.10 per share in April 2005	45,000	45	4,455	0	4,500
Net loss for the year ended June 30, 2005	—	—	—	(16,967)	(16,967)
Balance, June 30, 2005	7,445,000	7,445	17,055	(16,979)	7,521
Net loss for the year ended June 30, 2006	—	—	—	(20,385)	(20,385)
Balance, June 30, 2006	7,445,000	7,445	17,055	(37,364)	(12,864)
Net loss for the year ended June 30, 2007	—	—	—	(8,372)	(8,372)
Balance, June 30, 2007	7,445,000	7,445	17,055	(45,736)	(21,236)
Net loss for the year ended June 30, 2008	—	—	—	(20,795)	(20,795)
Balance, June 30, 2008	7,445,000	\$ 7,445	\$ 17,055	\$ (66,531)	\$ (42,031)

See notes to financial statements.

SHADOW MARKETING INC.
(A Development Stage Company)
Statements of Cash Flows
(Expressed in US Dollars)

	Year ended June 30, 2008	Year ended June 30, 2007	Period from September 19, 2003 (Date of Inception) to June 30, 2008
Cash Flows from Operating Activities			
Net income (loss)	\$ (20,795)	\$ (8,372)	\$ (66,531)
Changes in operating assets and liabilities			
Accounts payable and accrued liabilities	4,580	(5,950)	13,230
Net cash provided by (used for) operating activities	<u>(16,215)</u>	<u>(14,322)</u>	<u>(53,301)</u>
Cash Flows from Financing Activities			
Loans from related party	16,334	13,025	29,359
Proceeds from sales of common stock	—	—	24,500
Net cash provided by (used for) financing activities	<u>16,334</u>	<u>13,025</u>	<u>53,859</u>
Increase (decrease) in cash	119	(1,297)	558
Cash, beginning of period	<u>439</u>	<u>1,736</u>	<u>—</u>
Cash, end of period	<u>\$ 558</u>	<u>\$ 439</u>	<u>\$ 558</u>
Supplemental disclosures of cash flow information:			
Interest paid	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>
Income taxes paid	<u>\$ —</u>	<u>\$ —</u>	<u>\$ —</u>

See notes to financial statements.

SHADOW MARKETING INC.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
June 30, 2008

Note 1. Organization and Business Operations

Shadow Marketing Inc. (the "Company") was incorporated in the State of Nevada on September 19, 2003. The Company is a Development Stage Company as defined by Statement of Financial Accounting Standards ("SFAS") No. 7. During the year ended June 30, 2005, the Company started to publish "Up & Over", a magazine planned to contain articles focusing on the purchase, training, and care of sports horses. In the year ended June 30, 2006, the first issue was published and distributed to outlets without charge. Although the Company plans to publish three to four issues per year, it has not published and distributed a second issue due to a lack of working capital.

On March 6, 2007, in connection with a then potential acquisition, the Company changed its name to D2Fusion Corp. and increased its authorized common stock, \$0.001 par value, from 75,000,000 shares to 200,000,000 shares. Shortly thereafter, the Company decided not to pursue this acquisition. In September 2007, the name was changed back to Shadow Marketing Inc.

These financial statements have been prepared on a "going concern" basis, which contemplates the realization of assets and liquidation of liabilities in the normal course of business. However, as of June 30, 2008, the Company had cash of \$558 and a stockholders' deficiency of \$42,031. Further, since inception, the Company has had revenues of \$576 and has incurred a net loss of \$66,531. These factors create substantial doubt as to the Company's ability to continue as a going concern. The Company plans to improve its financial condition by obtaining new financing. However, there is no assurance that the Company will be successful in accomplishing this objective. The financial statements do not include any adjustments that might be necessary should the Company be unable to continue as a going concern.

Note 2. Summary of Significant Accounting Policies

a) Basis of Presentation

The Company has been presented as a "Development Stage Company" in accordance with Statement of Financial Accounting Standards ("SFAS") No.7, "Accounting and Reporting by Development Stage Enterprises". These financial statements and related notes are presented in accordance with accounting principles generally accepted in the United States, and are expressed in US dollars. The Company's fiscal year end is June 30.

b) Use of Estimates

The preparation of these financial statements in conformity with US generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

c) Basic and Diluted Net Income (Loss) Per Share

The Company computes net income (loss) per share in accordance with SFAS No. 128, "Earnings per Share". SFAS No. 128 requires presentation of both basic and diluted earnings per share (EPS) on the face of the income statement. Basic EPS is computed by dividing net income (loss) available to common shareholders (numerator) by the weighted average number of shares

SHADOW MARKETING INC.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
June 30, 2008

outstanding (denominator) during the period. Diluted EPS gives effect to all dilutive potential common shares outstanding during the period using the treasury stock method and convertible securities using the if-converted method. In computing diluted EPS, the average stock price for the period is used in determining the number of shares assumed to be purchased from the exercise of stock options or warrants. Diluted EPS excludes all dilutive potential shares if their effect is anti dilutive.

d) Comprehensive Loss

SFAS No. 130, "Reporting Comprehensive Income," establishes standards for the reporting and display of comprehensive loss and its components in the financial statements. For the period September 19, 2003 (inception) to June 30, 2008, the Company has had no other items (than net loss) that represent a comprehensive loss and, therefore, has not included a schedule of comprehensive loss in the financial statements.

e) Cash and Cash Equivalents

The Company considers all highly liquid instruments with a maturity of three months or less at the time of issuance to be cash equivalents.

f) Financial Instruments

The fair values of the Company's financial instruments, consisting of cash, accounts payable and accrued liabilities and due to related party, approximate their carrying values due to the immediate or short-term maturity of the financial instruments. The Company's operations are in Canada which results in exposure to market risks from changes in foreign currency rates. The financial risk is the risk to the Company's operations that arise from fluctuations in foreign exchange rates and the degree of volatility of these rates. Currently, the Company does not use derivative instruments to reduce its exposure to foreign currency risk.

g) Income Taxes

Potential benefits of income tax losses are not recognized in the accounts until realization is more likely than not. The Company has adopted SFAS No. 109, "Accounting for Income Taxes" as of its inception. Pursuant to SFAS No. 109, the Company is required to compute tax asset benefits for net operating losses carried forward. The potential benefit of net operating losses have not been recognized in these financial statements because the Company cannot be assured it is more likely than not it will utilize the net operating losses carried forward in future years.

h) Foreign Currency Translation

The Company's functional and reporting currency is the United States dollar. Monetary assets and liabilities denominated in foreign currencies are translated in accordance with SFAS No. 52 "Foreign Currency Translation", using the exchange rate prevailing at the balance sheet date. Gains and losses arising on settlement of foreign currency denominated transactions or balances are included in the determination of income. Foreign currency transactions are primarily undertaken in Canadian dollars. The Company has not, to the date of these financial statements, entered into derivative instruments to offset the impact of foreign currency fluctuations.

SHADOW MARKETING INC.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
June 30, 2008

i) Revenue Recognition

Advertising Revenue is recognized over the period which the related magazine issue(s) are expected to be distributed. Magazine publication costs are expensed as incurred.

j) Recent Accounting Pronouncements

Certain accounting pronouncements have been issued by the FASB and other standard setting organizations which have not yet been adopted by the Company. The impact on the Company's financial position and results of operations from adoption of these standards is not expected to be material.

Note 3. Related Party Transactions

The due to related party is due a Company officer and director, does not bear interest, and is due on demand.

Note 4. Stockholders' Equity

At June 30, 2008, the Company had no stock option plan, warrants or other dilutive securities outstanding.

Note 5. Income Taxes

The provision for (benefit from) income taxes differs from the amount computed by applying the statutory United States federal income tax rate of 35% to income (loss) before income taxes. The sources of the difference follow:

	Year Ended June 30, 2008	Year Ended June 30, 2007	Period from September 19, 2003 (Date of Inception) to June 30, 2008
Expected tax at 35%	\$ (7,278)	\$ (2,930)	\$ (23,286)
Increase in valuation allowance	7,278	2,930	23,286
Income tax provision	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

SHADOW MARKETING INC.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
June 30, 2008

Significant components of the Company's deferred income tax assets are as follows:

	June 30, 2008	June 30, 2007
Net operating loss carryforward	\$ (23,286)	\$ 16,008
Valuation allowance	23,286	(16,008)
Net deferred tax assets	<u>\$ -</u>	<u>\$ -</u>

Based on management's present assessment, the Company has not yet determined it to be more likely than not that a deferred tax asset of \$23,286 at June 30, 2008 attributable to the future utilization of the net operating loss carryforward of \$66,531 will be realized. Accordingly, the Company has provided a 100% allowance against the deferred tax asset in the financial statements. The Company will continue to review this valuation allowance and make adjustments as appropriate. The \$66,531 net operating loss carryforward expires \$ 12 in year 2024, \$16,967 in year 2025, \$20,385 in year 2026, \$8,372 in year 2027 and \$20,795 in year 2028.

Current United States income tax laws limit the amount of loss available to offset against future taxable income when a substantial change in ownership occurs. Therefore, the amount available to offset future taxable income may be limited.

Note 6. Commitments and Contingencies

Rental agreement – The Company has been using office space provided by an officer and director at no cost to the Company.

Conflicts of interest – Officers and directors of the Company are involved in other business activities and may, in the future, become involved in other business opportunities. If a specific business opportunity becomes available, they may face a conflict in selecting between the Company and their other business interests. The Company has not formulated a policy for the resolution of such conflicts.

ITOKK, INC.
(formerly Shadow Marketing Inc.)
(A Development Stage Company)
Financial Statements
June 30, 2009
(Audited)
(Expressed in US Dollars)

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and Board of Directors of Shadow Marketing Inc.

We have audited the accompanying balance sheet of Shadow Marketing Inc. (the "Company") (a development stage company) as at June 30, 2009 and the related statements of operations, stockholders' deficit and cash flows for the year then ended and the cumulative period from September 19, 2003 (inception) to June 30, 2009. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit. The financial statements as of June 30, 2008 and for the period from September 19, 2003 (inception) to June 30, 2008 were audited by other auditors whose report dated September 17, 2008 expressed an unqualified opinion on those financial statements. The consolidated financial statements for the period September 19, 2003 (inception) to June 30, 2008 reflect a total net loss of \$66,531 of the related cumulative totals. Our opinion, insofar as it relates to amounts included for such prior periods, is based solely on the report of such other auditors.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, based on our audit and the report of other auditors, these financial statements present fairly, in all material respects, the financial position of the Company as at June 30, 2009 and the results of its operations and its cash flows for the year then ended and for the period from September 19, 2003 (inception) to June 30, 2009, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, to date the Company has reported losses since inception from operations and requires additional funds to meet its obligations and fund the costs of its operations. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in this regard are described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ DMCL

DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED ACCOUNTANTS

Vancouver, Canada
September 16, 2009

Shadow Marketing Inc.
(A Development Stage Company)
Balance Sheets
(Expressed in US Dollars)

	June 30, 2009	June 30, 2008
ASSETS		
Current Assets		
Cash	\$ 122	\$ 558
Total Assets	\$ 122	\$ 558

LIABILITIES AND STOCKHOLDERS' DEFICIENCY

Current Liabilities		
Accounts payable and accrued liabilities	\$ 13,150	\$ 13,230
Due to related party	42,859	29,359
Total current liabilities	56,009	42,589
Stockholders' Deficiency		
Common stock, \$0.001 par value		
Authorized: 200,000,000 shares		
Issued and outstanding:		
7,445,000 and 7,445,000 shares, respectively	7,445	7,445
Additional paid-in capital	17,055	17,055
Deficit accumulated during the development stage	(80,387)	(66,531)
Total stockholders' deficiency	(55,887)	(42,031)
Total liabilities and stockholders' deficiency	\$ 122	\$ 558

See notes to financial statements.

Shadow Marketing Inc.
(A Development Stage Company)
Statements of Operations
(Expressed in US Dollars)

	Year ended June 30,		Cumulative during the development stage (September 19, 2003 to June 30, 2009)
	2009	2008	
Revenue			
Advertising revenue	\$ -	\$ -	\$ 576
Total Revenue	-	-	576
Expenses			
Magazine publication costs	-	-	16,755
General and administrative	13,856	20,795	64,208
Total Expenses	13,856	20,795	80,963
Net Loss	\$ (13,856)	\$ (20,795)	\$ (80,387)
Net loss per share			
Basic and diluted	\$ (0.00)	\$ (0.00)	
Weighted average shares outstanding - basic and diluted	7,445,000	7,445,000	

See notes to financial statements.

Shadow Marketing Inc.
(A Development Stage Company)
Statements of Stockholders' Equity (Deficiency)
For the period September 19, 2003 (inception) to June 30, 2009
(Expressed in US Dollars)

	Common Stock, \$0.001 Par Value		Additional Paid-in Capital	Deficit Accumulated During the Development Stage	Total Stockholders' Deficiency
	Shares	Amount			
Net loss					
September 19, 2003 to June 30, 2004	-	\$ -	\$ -	(12)	\$ (12)
Balance, June 30, 2004	-	-	-	(12)	(12)
Shares sold at \$0.001 per share in December 2004	6,000,000	6,000	-	-	6,000
Shares sold at \$0.01 per share in March 2005	1,400,000	1,400	12,600	-	14,000
Shares sold at \$0.10 per share in April 2005	45,000	45	4,455	-	4,500
Net loss ended June 30, 2005	-	-	-	(16,967)	(16,967)
Balance, June 30, 2005	7,445,000	7,445	17,055	(16,979)	7,521
Net loss ended June 30, 2006	-	-	-	(20,385)	(20,385)
Balance, June 30, 2006	7,445,000	7,445	17,055	(37,364)	(12,864)
Net loss ended June 30, 2007	-	-	-	(8,372)	(8,372)
Balance, June 30, 2007	7,445,000	7,445	17,055	(45,736)	(21,236)
Net loss ended June 30, 2008	-	-	-	(20,795)	(20,795)
Balance, June 30, 2008	7,445,000	7,445	17,055	(66,531)	(42,031)
Net loss ended June 30, 2009	-	-	-	(13,856)	(13,856)
Balance, June 30, 2009	7,445,000	\$ 7,445	\$ 17,055	\$ (80,387)	\$ (55,887)

See notes to financial statements.

SHADOW MARKETING INC.
(A Development Stage Company)

Statements of Cash Flows
(Expressed in US Dollars)

	Year ended June 30,		Cumulative during the development stage (September 19, 2003 to June 30, 2009)
	2009	2008	
Cash Flows from Operating Activities			
Net loss	\$ (13,856)	\$ (20,795)	\$ (80,387)
Changes in operating assets and liabilities			
Accounts payable and accrued liabilities	(80)	4,580	13,150
Net cash used in operating activities	(13,936)	(16,215)	(67,237)
Cash Flows from Financing Activities			
Loans from related party	13,500	16,334	42,859
Proceeds from sales of common stock	-	-	24,500
Net cash provided by financing activities	13,500	16,334	67,359
Increase (decrease) in cash	(436)	119	122
Cash, beginning	558	439	-
Cash, ending	\$ 122	\$ 558	\$ 122

Supplemental disclosures of cash flow information:

Interest paid	\$ -	\$ -	\$ -
Income taxes paid	\$ -	\$ -	\$ -

See notes to financial statements.

SHADOW MARKETING INC.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
June 30, 2009

1. ORGANIZATION AND BUSINESS OPERATIONS

Shadow Marketing, Inc. (the "Company") was incorporated in the State of Nevada on September 19, 2003. The Company is a Development Stage Company as defined by Statement of Financial Accounting Standards ("SFAS") No. 7. During the year ended June 30, 2005, the Company started to publish "Up & Over", a magazine planned to contain articles focusing on the purchase, training, and care of sports horses. In the year ended June 30, 2006, the first issue was published and distributed to outlets without charge. Although the Company planned to publish three to four issues per year, it has not published and distributed a second issue due to a lack of working capital.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a) Basis of Presentation

These financial statements have been prepared on a going concern basis, which contemplates the realization of assets and liquidation of liabilities in the normal course of business. However, as of June 30, 2009, the Company had cash of \$122 and a stockholders' deficiency of \$55,887. Further, since inception, the Company has had revenues of \$576 and has incurred a net loss of \$80,387. These factors raise substantial doubt as to the Company's ability to continue as a going concern. The Company plans to improve its financial condition by obtaining new financing. However, there is no assurance that the Company will be successful in accomplishing this objective. The financial statements do not include any adjustments that might be necessary should the Company be unable to continue as a going concern.

b) Use of Estimates and Assumptions

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant areas requiring the use of management estimates relate to the determination of going concern assessment and future tax rates. Financial results as determined by actual events could differ from those estimates.

c) Financial Instruments

The fair value of the Company's financial instruments, consisting of accounts payable, and amount due to a related party, are estimated to be equal to their carrying value. It is management's opinion that the Company is not exposed to significant interest, currency and credit risks arising from these financial instruments.

d) Stock-based Compensation

Stock-based compensation is accounted for at fair value in accordance with SFAS Nos. 123 and 123 (R). To date, the company has not adopted a stock option plan and has not granted any stock options.

SHADOW MARKETING INC.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
June 30, 2009

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

e) Income Taxes

The Company has adopted SFAS No. 109 - "Accounting for Income Taxes". SFAS No. 109 requires the use of the asset and liability method of accounting of income taxes. Under the asset and liability method of SFAS No. 109, deferred tax assets and liabilities are recognized for the future tax consequences attributable to temporary differences between the financial statements carrying amounts of assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled.

In June 2006, the Financial Accounting Standards Board ("FASB") issued Interpretation No. 48, "Accounting for Uncertainty in Income Taxes, an interpretation of FASB Statement No. 109" ("FIN 48"). FIN 48 clarifies the accounting for uncertainty in income taxes by prescribing a two-step method of first evaluating whether a tax position has met a more likely than not recognition threshold and, second, measuring that tax position to determine the amount of benefit to be recognized in the financial statements. FIN 48 provides guidance on the presentation of such positions within a classified balance sheet as well as on de-recognition, interest and penalties, accounting in interim periods, disclosure and transition.

f) Net Loss per Share

The Company computes loss per share in accordance with SFAS No. 128, "Earnings per Share", which requires presentation of both basic and diluted earnings per share on the face of the statement of operations. Basic loss per share is computed by dividing net loss available to common shareholders by the weighted average number of outstanding common shares during the period. Diluted loss per share gives effect to all dilutive potential common shares outstanding during the period. Dilutive loss per share excludes all potential common shares if their effect is anti-dilutive.

g) Recent Accounting Pronouncements

In May 2008, the FASB issued SFAS No. 162, "The Hierarchy of Generally Accepted Accounting Principles" ("SFAS 162"). The statement identifies the sources of accounting principles and establishes a hierarchy for selecting those principles to prepare financial statements in accordance with U.S. GAAP. The statement is effective 60 days following the SEC's approval of the Public Fund Accounting Oversight Board (PCAOB) amendments to AU Section 411, "The Meaning of Present Fairly in Conformity with Generally Accepted Accounting Principles." The Company is currently evaluating the impact of SFAS 162, but does not expect the adoption of the pronouncement will have a material impact on its financial position, results of operation, or cash flows.

Other pronouncements issued by the FASB or other authoritative accounting standards groups with future effective dates are either not applicable or are not expected to be significant to the financial statements of the Company.

SHADOW MARKETING INC.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
June 30, 2009

3. DUE TO RELATED PARTY

The due to related party is due to an office and director of the Company, does not bear interest, and is due on demand. Related party transactions are record at the exchange amount.

4. INCOME TAXES

The provision for (benefit from) income taxes differs from the amount computed by applying the statutory United States federal income tax rate of 35% to income (loss) before income taxes. The sources of the difference follow:

	Year Ended June 30, 2009	Year Ended June 30, 2008	Period from September 19, 2003 (Date of Inception) to June 30, 2009
Expected tax at 35%	\$ (4,850)	\$ (7,278)	\$ (28,135)
Increase in valuation allowance	4,850	7,278	28,135
Income tax provision	\$ -	\$ -	-

Significant components of the Company's deferred income tax assets are as follows:

	June 30, 2009	June 30, 2008
Net operating loss carryforwards	\$ 28,135	\$ 23,286
Valuation allowance	(28,135)	(23,286)
Net deferred tax assets	\$ -	\$ -

Based on management's present assessment, the Company has not yet determined it to be more likely than not that a deferred tax asset of \$28,135 at June 30, 2009 attributable to the future utilization of the net operating loss carryforwards of \$80,387 will be realized. Accordingly, the Company has provided a 100% allowance against the deferred tax asset in the financial statements. The Company will continue to review this valuation allowance and make adjustments as appropriate. The \$80,387 net operating loss carryforward expires \$12 in year 2024, \$16,967 in year 2025, \$20,385 in year 2026, \$8,372 in year 2027, \$20,795 in year 2028, and \$13,856 in year 2029.

Current United States income tax laws limit the amount of loss available to offset against future taxable income when a substantial change in ownership occurs. Therefore, the amount available to offset future taxable income may be limited.

SHADOW MARKETING INC.
(A Development Stage Company)
NOTES TO FINANCIAL STATEMENTS
June 30, 2009

5. SUBSEQUENT EVENT

On September 14, 2009, the Company entered into a licensing agreement with Packetera communications Inc. (“Packtera”), a private Canadian company, whereby the Company acquired an exclusive worldwide 75 year license to use, sell, market, distribute and sublicense various products and services owned by Packetera, including an application programming interface for voice-over-Internet protocol (“VOIP”).

Exhibit 3

Material Agreements

LICENSING AGREEMENT

THIS AGREEMENT is made effective this 14 day of September, 2009.

BETWEEN:

PACKETERA COMMUNICATIONS INC., a body corporate duly incorporated pursuant to the laws of the Province of British Columbia and having an office at Suite 200 – 375 Water Street, Vancouver, British Columbia, V6B 1B6;

("Packetera")

OF THE FIRST PART

AND:

SHADOW MARKETING INC., a body corporate duly incorporated pursuant to the laws of the State of Nevada and having an office at 17365 S.W. 13th Street, Pembroke Pines, Florida, 33029;

("Shadow")

OF THE SECOND PART

WHEREAS:

- A. Packetera is in the business of developing and licensing telecommunications services and products;
- B. In connection with its business operations, Packetera owns various products and services as described in Schedule "A" to this Agreement (collectively, the "Products") and has existing agreements to supply such Products (the "Existing Agreements"); and
- C. Shadow wishes to acquire from Packetera, and Packetera wishes to sell to Shadow, its interest in the Existing Agreements, as well as an exclusive worldwide license to use, sell, market, distribute and/or sublicense the Products;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and mutual agreements and covenants herein contained, the parties hereby covenant and agree as follows:

1. GRANT OF LICENSE AND ASSIGNMENT OF EXISTING AGREEMENTS

- 1.1 Packetera hereby grants to Shadow, subject to the terms and conditions herein, an



exclusive worldwide license (the "License") to use, sell, market, distribute and/or sublicense the Products and to retain all proceeds realized from the sale of such Products.

1.2 The License shall preclude Packetera from selling any interest in its Products to present customers or other third parties. Packetera shall assign its entire right, title and interest in and to all Existing Agreements to Shadow.

1.3 The License shall include all future telecommunications services and products that Packetera develops, designs or produces subsequent to the date of this Agreement. This shall include, without limitation, the following services and products that Packetera is currently developing: instant messaging and presence, session initiation protocol conferencing solutions, Softphones for enterprise, Google mashup with lookup and callback, device integration of Softphones on personal digital assistants, Wi-Fi and mobile phones.

1.4 Shadow shall have the right to use any existing or future trademarks and other intellectual property that Packetera owns in connection with its use of the License.

1.5 The License shall be effective for a period of 75 years from Closing (as defined herein).

1.6 Shadow shall have the right to extend the License to any agent or affiliate of its choice, including any subsidiary, provided that it shall first notify Packetera in writing of the identity of such person.

1.7 Shadow may grant sublicenses to third parties, provided that each sublicense states that it is subject to the terms and conditions of this Agreement. Shadow shall deliver to Packetera an executed copy of each sublicense within 15 days of the sublicense being executed.

2. CONSIDERATION FOR LICENSE

2.1 In consideration of Packetera granting the License and assigning the Existing Agreements to Shadow, Shadow shall deliver to Packetera at Closing, a certificate representing 30,600,000 post forward-split common shares (the "License Shares") in the capital of Shadow.

2.2 Packetera acknowledges that the Shares may be subject to resale restrictions imposed by applicable regulatory authorities.

3. PACKETERA'S REPRESENTATIONS

Packetera hereby makes the following representations and warranties to Shadow, each of which is true and correct on the date hereof and will be true and correct at Closing:

- (a) Packetera owns a 100% right, title and interest in and to the Products, which are free and clear of all liens, charges and encumbrances, all of which Products are in the

possession of or under the control of Packetera;

(b) Packetera is a party to the Existing Agreements, copies of which are attached hereto as Schedule "B", which are all in good standing and enforceable, and which are summarized as follows:

<u>Date of Agreement</u>	<u>Parties to Agreement</u>
May 8, 2009	Packetera and One World United Inc.
June 22, 2009	Packetera and Voice S.r.l.
September 1, 2009	Packetera and Isource Communications

(c) Packetera has the full right, authority and capacity to enter into this Agreement, and comply with the terms set out herein, without first obtaining the consent of any other person;

(d) Packetera is a body corporate, duly incorporated and in good standing under the laws of British Columbia with full power and absolute capacity to enter into this Agreement and this Agreement has been authorized by all necessary corporate acts and deeds in order to give effect to the terms hereof.

(e) the performance of this Agreement will not be in violation of the Memorandum or Articles of Packetera or of any Agreement to which Packetera is a party and will not give any person or company any right to terminate or cancel any agreement or any right enjoyed by Packetera and will not result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favour of a third party upon or against the Products or the Existing Agreements;

(f) there has been no act of God, damage, destruction, loss, labour disruption or trouble, or other event (whether or not covered by insurance) materially and adversely affecting any of the Products or the organization, operations, affairs, business, properties, prospects or financial condition or position of Packetera's business operations;

(g) Packetera holds all permits, licences, registrations and authorizations necessary to own and operate the Products and carry on its business;

(h) Packetera has not, directly or indirectly, engaged or entered into any transaction or incurred any liability or obligation which might materially and adversely affect any of the Products or Existing Agreements;

(i) there is no indebtedness of Packetera or its shareholders to any person which might, by operation of law or otherwise, now or hereafter constitute or be capable of

forming an encumbrance upon any of the Products or Existing Agreements;

(j) no action, suit, judgment, investigation, inquiry, assessment, reassessment, litigation, determination or administrative or other proceeding or arbitration before or of any court, arbitrator or governmental authority is in process, or pending or threatened, against or relating to the Products or the Existing Agreements and no state of facts exists which could constitute the basis therefor;

(k) none of the Products is in any respect infringing the right of any person under or in respect of any patent, design, trade mark, trade name, copyright or other industrial or intellectual property;

(l) the Products and Existing Agreements constitute all of the rights, assets and properties that are usually and ordinarily used or held for use in connection with or otherwise related to the operation of Packetera's business; and

(m) except as disclosed in this Agreement, neither Packetera nor any of its shareholders has any information or knowledge of any fact relating to its business, the Products, the Existing Agreements or the transactions contemplated hereby which might reasonably be expected to affect, materially and adversely, any of the Products or the organization, operations, affairs, properties, prospects or financial condition or position of the business.

4. SHADOW'S REPRESENTATIONS

Shadow hereby makes the following representations and warranties to Packetera, each of which is true and correct on the date hereof and will be true and correct at Closing:

(a) Shadow is a body corporate, duly incorporated and in good standing under the laws of the State of Nevada with full power and absolute capacity to enter into this Agreement and the terms of this Agreement have been authorized by all necessary corporate acts and deeds in order to give effect to the terms hereof;

(b) Shadow is in good standing with the United States Securities & Exchange Commission (the "Commission") and the Financial Industry Regulatory Authority. All of Shadow's filings submitted to the Commission are true and accurate as at the date of such filing;

(c) as of the date of this Agreement, Shadow's authorized capital consists of 200,000,000 shares of common stock with a par value of \$0.001 per share, of which 7,445,000 shares of common stock are issued and outstanding as fully paid and non-assessable shares and 59,882,500 shares of common stock shall be issued and outstanding as fully paid and non-assessable shares at Closing, including the License Shares;

- (d) the License Shares will, upon issuance, be validly issued, non-assessable and free and clear of all liens, charges and encumbrances, other than resale restrictions imposed by applicable securities laws;
- (e) no person, firm or corporation has any written or verbal agreement or option, understanding or commitment or any right or privilege capable of becoming an agreement for the subscription or issuance of any securities in the capital of Shadow;
- (f) the Articles and Bylaws of Shadow permit its to carry on its present and intended businesses, including the business contemplated through the use of the License;
- (g) the corporate records and minute books of Shadow contain complete and accurate minutes of all meetings of the directors and shareholders of Shadow held since incorporation;
- (h) Shadow has no knowledge of any:
 - (i) actions, suits, investigations or proceedings against Shadow which are in progress, pending or threatened;
 - (ii) outstanding judgments of any kind against Shadow; or
 - (iii) occurrences or events which have, or might reasonably be expected to have, a material adverse effect on Shadow's current or intended business.
- (i) Shadow has no subsidiaries and owns no interest in any corporation, partnership, proprietorship or any other business entity;
- (j) Shadow's financial statements as filed with the United States Securities & Exchange Commission (the "Financial Statements"), have been prepared in accordance with United States generally accepted accounting principles and fairly represent Shadow's financial position at that date. Since the date to which Shadow's Financial Statements were prepared:
 - (i) there has not been any material adverse change in the financial position, assets, liabilities, results of operations, business, prospects or condition, financial or otherwise, of Shadow or any damage, loss or other change in circumstances materially affecting the business or assets of Shadow or its right or capacity to carry on business before or after Closing;
 - (ii) Shadow has not waived or surrendered any right of material value;
 - (iii) the business of Shadow has been conducted in the ordinary course; and

(iv) Shadow has not guaranteed, or agreed to guarantee, any debt, liability or other obligation of any person, firm or corporation;

- (k) Shadow is not a party to any contracts, leases, licenses, commitments and other agreements relating to its assets or its business;
- (l) Shadow does not have and has never had any employees; and
- (m) there are no outstanding orders, judgments, injunctions, awards or decrees of any court, arbitrator or governmental or regulatory body involving Shadow. No suit, action or legal, administrative, arbitration or other proceeding or reasonable basis therefor, or, to the best of Shadow's knowledge, no investigation by any governmental agency, pertaining to Shadow or its assets is pending or has been threatened against Shadow which could adversely affect the financial condition or prospects of Shadow or the conduct of the business thereof or any of Shadow's assets or materially adversely affect the ability of Shadow to consummate the transactions contemplated by this Agreement.

5. EFFECT OF REPRESENTATIONS

5.1 The representations and warranties of Packetera and Shadow (the "Parties") set out above form a part of this Agreement and are conditions upon which the Parties have relied in entering into this Agreement and shall survive the Packetera's grant of the License and the assignment of the Existing Agreements to Shadow.

5.2 The Parties will indemnify and save each other harmless from all loss, damage, costs, actions and suits arising out of or in connection with any breach of any representation, warranty, covenant, agreement or condition made by it and contained in this Agreement.

6. CLOSING

Packetera's grant of the License and assignment of the Existing Agreements to Shadow shall be closed at the office of Packetera at 10:00 A.M. (Vancouver time) on October 16, 2009, or on such other date or at such other place as may be agreed upon by the parties (the "Closing").

7. ACTIONS BY THE PARTIES PENDING CLOSING

From and after the date hereof and until Closing, Packetera and Shadow covenant and agree that:

- (a) Shadow, and its authorized representatives, shall have full access during normal business hours to all documents of Packetera relating to the Products and the

Existing Agreements and Packetera shall furnish to Shadow or its authorized representatives all information with respect to the Products and the Existing Agreements as Shadow may reasonably request;

(b) Packetera, and its authorized representatives, shall have full access during normal business hours to all documents relating to Shadow's affairs that Packetera may reasonably request; and

(c) Packetera shall not enter into any contract or commitment to purchase or sell any interest in the Products or Existing Agreements without the prior written consent of Shadow, which consent shall not be unreasonably withheld.

8. CONDITIONS PRECEDENT TO PACKETERA'S OBLIGATIONS

Each and every obligation of Packetera to be performed at Closing shall be subject to the satisfaction by Closing of the following conditions, unless waived in writing by Packetera:

(a) The representations and warranties made by Shadow in this Agreement shall be true and correct as of Closing with the same effect as though such representations and warranties had been made or given at Closing;

(b) The name of Shadow shall be changed to "Itokk, Inc." and Shadow shall have completed a split of its common stock such that every share issued and outstanding prior to the split shall have been exchanged for 8.5 post-split shares of Shadow;

(c) The 4,000,000 shares of restricted common stock currently issued and outstanding to Shadow's directors (the "Restricted Shares") shall be returned to treasury;

(d) Shadow shall have incorporated a wholly owned subsidiary ("Shadow's Subsidiary") that shall hold as assets the License and the Existing Agreements;

(e) Shadow shall appoint three of Packetera's nominees as its officers and directors;

(f) Shadow's current officers and directors shall resign from their respective positions;

(g) Shadow shall deliver to Packetera:

(i) a certificate representing 30,600,000 shares of common stock in the capital of Shadow, which shall be validly issued, non-assessable and free and clear of all liens, charges and encumbrances, other than resale

Handwritten initials "KR" in a circle and a signature "CK" below it.

restrictions imposed by applicable securities laws as noted by a legend or legends affixed to the back of the certificate;

(ii) copies of resolutions of Shadow's Board of Directors authorizing the execution of this Agreement, the purchase of the License and the Existing Agreements, the return of the Restricted Shares to Shadow's treasury, the forward split whereby each current share of common stock of Shadow shall be exchanged for 8.5 post-split shares, the change of Shadow's name to Itokk, Inc., the appointment of three of Packetera's nominees as officers and directors of Shadow, the incorporation of its subsidiary, and the issuance of 30,600,000 shares of common stock in its capital to Packetera; and

(iii) copies of incorporation documents for Shadow's wholly owned subsidiary;

(iv) pro forma financial statements and Form 10 information in the required form for a filing in accordance with the requirements of Form 8-K.

9.

CONDITIONS PRECEDENT TO SHADOW'S OBLIGATIONS

Each and every obligation of Shadow to be performed at Closing shall be subject to the satisfaction by Closing of the following conditions, unless waived in writing by Shadow:

(a) The representations and warranties made by Packetera in this Agreement shall be true and correct as of Closing with the same effect as though such representations and warranties had been made or given by Closing;

(b) Packetera shall deliver to Shadow:

(i) written evidence of the grant of the License and the assignment of the Existing Agreements to Shadow's Subsidiary in a form acceptable to Shadow;

(ii) a copy of resolutions of Packetera's Board of Directors authorizing the execution of this Agreement and the grant of the License and assignment of the Existing Agreements to Shadow's Subsidiary; and

(iii) a copy of minutes of a meeting of the shareholders of Packetera approving Packetera's disposal of substantially its whole undertaking to Shadow upon the terms of this Agreement.

10.

FURTHER ASSURANCES

The parties hereto covenant and agree to do such further acts and execute and deliver all such further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms and intent of this Agreement.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement to date between the parties hereto and supersedes every previous agreement, communication, expectation, negotiation, representation or understanding, whether oral or written, express or implied, statutory or otherwise, between the parties with respect to the subject of this Agreement.

12. NOTICE

12.1 Any notice required to be given under this Agreement shall be deemed to be well and sufficiently given if delivered by hand or if mailed by registered mail, in the case of Packetera addressed as follows:

Packetera Communications Inc.
Suite 200 – 375 Water Street
Vancouver, British Columbia, V6B 1B6

and in the case of Shadow addressed as follows:

Shadow Marketing Inc.
17365 S.W. 13th Street
Pembroke Pines, Florida, 33029

and any notice given as aforesaid shall be deemed to have been given, if delivered, when delivered, or if sent by registered mail, on the seventh business day after the date of mailing.

12.2 Either party may time to time by notice in writing change its address and fax number for the purpose of this section.

13. TIME OF ESSENCE

Time shall be of the essence of this Agreement.

14. TITLES

The titles to the respective sections hereof shall not be deemed a part of this Agreement but shall be regarded as having been used for convenience only.

15. SEVERABILITY

9


If any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect in any jurisdictions, the validity, legality and enforceability of such provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

16. APPLICABLE LAW

The situs of the Agreement is Vancouver, British Columbia, and for all purposes this Agreement will be governed exclusively by and construed and enforced in accordance with laws prevailing in the Province of British Columbia. The parties agree to attorn to the jurisdiction of the Courts of the Province of British Columbia.

17. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF Packetera and Shadow have duly executed this Agreement effective as of the date and year above written.


PACKETERA COMMUNICATIONS INC.

per:


Authorized Signatory

SHADOW MARKETING INC.

per:


Authorized Signatory

SCHEDULE "A"

TO THAT CERTAIN AGREEMENT MADE AS OF SEPTEMBER 14, 2009
BETWEEN PACKETERA COMMUNICATIONS INC.
AND SHADOW MARKETING, INC.

Packetera's services and products consist of:

<u>Product/Service</u>	<u>Description</u>
Npoints-SIP- Framework	application programming interface
Callback web-to-voice applications www.itokk.com www.itokk.mobi	Click-to-Talk, mobile VoIP, web triggered callback/SIP voice products and services and voice-card signatures
Session initiation protocol-Softphone Products www.itokksoft.com	Packetera Softphone Suite, Video + Voice and Presence
Virtual calling card products www.itokkexpress.com	Virtual calling cards, PINless access, web recharge
Social VoIP www.itokksocial.com	Social VoIP for web communities and collaboration solutions
IP devices www.itokkgadgets.com	End-points integrated on IP device (USB flash memory, wifi handsets)
Hosted network platform	Strategic partnerships with VoIP service Providers
Engineering consulting	providing engineering consulting services specializing in VoIP

SCHEDULE "B"

TO THAT CERTAIN AGREEMENT MADE AS OF SEPTEMBER 14, 2009
BETWEEN PACKETERA COMMUNICATIONS INC.
AND SHADOW MARKETING, INC.

[copies of Existing Agreements]

CP (14)

Schedule “C” Project Scope

May 8, 2009

One World United Inc
110 Longford Avenue
Winnipeg, Manitoba
Canada R2N 1S9

Dear Dustin, Trevor and team,

Packetera is pleased to provide the following co-branded ITOKK solution to provide OWU members Itokk long distance services and provide OWU a fully managed turn-key affiliate solution to generate additional revenue streams for One World United.

Project Scope

1. Responsibilities of Packetera (Itokk)

- a. **Provide OWU Reseller account (API integration).** Packetera will setup and configure an reseller account for OWU. Using the API, OWU will be able to create their own custom pages to present OWU Long Distance product and service (OWU-ITOKK). Packetera will provide the API instructions to integrate to these pages.
- b. OWU will be able to login to the Itokk Admin Portal and manage and monitor their unique member accounts and activity. View new activations, customer details, call activity, balance and recharges and order history, view reports, stats and sales and revenue data.
- c. Packetera and OWU will be able to design and promote special pricing, plans and promotions unique to OWU

2. Responsibilities of OneWorldUnited

- a. OWU will market (OWU-ITOKK) as a stand-alone product and initialize existing OWU members with OWU-ITOKK accounts upon launch.
- b. OWU will promote OWU-ITOKK products to new and existing members and participate in marketing new ITOKK products and services and promotions from the launch and in the future as setout in the reseller agreement.

3. Packetera will work with OWU to co-plan a marketing strategy (Angelo/Dustin to insert here)

- a. We propose the following marketing plan
 - i. Sell basic itokk.mobi plans with OWU discounts at 10% discount to OWU-ITOKK members for North America calling:
 - All rates are quoted in USD currency
 - All published rates quoted in minutes are based on North America usage.
 - North America includes Canada all provinces and territories
 - United States excluding Alaska, Hawaii, Guam, Puerto Rico, Virgin Islands
 - Mexico includes Guadalajara, Mexico City, Monterrey, Tijuana
 - Please refer to our International Long Distance rates for outside North America (see schedule “A”)

- ii. OWU to provide free minutes on account. For example, each member begins activation with \$1 (which is equivalent to 22.2 minutes free talk time in North America)
- iii. Up-sell and or cross-sell additional ITOKK products on a timely basis as an ongoing marketing strategy
- iv. Send email to introduce: Along with both the above options, OWU could send an introduction letter to all members explaining and introducing the service and members could click directly to the page from the email and login
- v. ??

4. Co-branding and trademarks

- a. See reseller agreement. Needs discussion and planning. Points to be inserted here as amended Scope. (Angelo/Dustin)

5. Page flow and integration logic

- a. OWU to design and implement a OWU-ITOKK page within OWU site
- b. OWU will be able to advertise or promote this service throughout their pages.
- c. OWU members will be able to login and go to a specific page where members can manage and get information about their ITOKK account
- d. Once logged in, members will be able to manage the following
 - i. Check balance of their Itokk account
 - ii. Click a link to recharge
 - iii. Get instructions how to download plugin and install on blackberry
 - iv. Get instructions how to use .mobi on all smartphones
 - v. Launch the itokk.mobi site and make calls
 - vi. Check rates to countries

6. Initialization

- a) OWU agrees to send members database and ITOKK will import these records to ITOKK database to map with OWU members and ITOKK to set all status to pending.
 - i) OWU members will login and visit the OWU-ITOKK page for the first time and they will read about the OWU-ITOKK service.
 - ii) OWU members will be prompted to setup and activate their account by providing required information such as a mobile telephone number they wish to install the ITOKKWIRELESS service
 - iii) OWU members will be prompted or instructed to recharge their account to begin using the service.

2) Mapping of member login and password

- a) OWU tech team and ITOKK tech team to map a unified login between OWU and ITOKK database systems. (API integration)

3) Packetera will provide tier 2 support to OWU

- a) Packetera will provide basic training of site management to OWU and support of the platform, upgrades and ongoing development

4) Packetera will provide tier 1 support to OWU-ITOKK members

- a) OWU to provide FAQ on OWU site
- b) OWU Provide links to instructions and basic trouble shooting on OWU site

5) Payment processing

- a) Recharge or any ITOKK purchase by OWU member will be processed via Packetera Communications Inc. online or billing services.. I.e. Paypal or other billing methods

6) Maintenance commitment

- 1) Packetera proposes to fully manage and participate in the above systems from;
 - a) consulting and recommendation of technologies and business models
 - b) Developing and integrating systems, automating systems, custom coding
 - c) Upgrade management and support
 - d) Maintaining and monitoring the production systems and fixing bugs, downtime issues and other troubleshooting issues
 - e) Provide all tier 2 support and training

Summary

Thank you for the opportunity to co-brand our products and services and we look forward to a long a mutually profitable business relationship.

Notes

- a) Standard Client Reseller Agreement terms as attached herein shall apply,
- b) NDA and non-circumvent agreement terms as attached herein shall apply,


AGREED: In Witness Whereof, the parties have executed the agreement by their duly authorized signatories on the date(s) set out below

SOFTWARE OWNER:
PACKETERA Communications Inc

DISTRIBUTOR:
One World United Inc



Signature



Signature

Angelo Savhan

Name

Jeff Dyck

Name

President

Title

President

Title

200 - 375 Water St

Address

110 Longford Ave

Address

Vancouver BC

V6B 1Z6

WPG, ONT CAN 159

Date

Date
May 29 - 2009.

Date
May 20 09

Reseller Platform Agreement

This Agreement is made and entered into as of date of final signature (the "Effective Date")

BETWEEN:

Packetera Communications Inc., having a
principal office at 200 – 375 Water Street,
Vancouver, British Columbia, V6B1B6

("Packetera")

AND:

One World United Inc., having a
110 Longford Avenue
Winnipeg, Manitoba
Canada R2N 1S9

("Reseller")

WHEREAS:

- A. Packetera is a wholesale provider of Voice over Internet Protocol ("Voip") telephony services and can provide the services of a platform system (the "Provider Platform"), that provides certain specialized telecommunications services to Voip telephony service marketing companies;
- B. Reseller is a provider of (member-based programs that build and retain loyal customers for participating merchants,) and sells such products and services to its clients ("Customers") and it desires to utilize the Provider Platform and the associated domestic and international long distance network and facilities (the "Network Services") for the purpose of providing such services;
- C. Packetera wishes to provide to Reseller and Reseller wishes to acquire from Packetera VOIP related telephony services and products from time to time for the purpose of providing them to Reseller's existing and future clients.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties covenant and agree with each other as follows:

1. DEFINITONS AND INTERPRETATION

1.1 Definitions

In this agreement unless the context otherwise requires:

"Agreement" means this agreement;

"Confidential Information" means all information which one of the Parties will have access to or come into possession of which is confidential and proprietary to the other Party and which is either declared to be confidential or which the receiving Party should know, acting reasonably, is confidential or proprietary in nature and includes, but is not limited to, the terms and pricing for the Products and Services, any information disclosed by any third party which the third party is obligated to treat as confidential or proprietary to one of the Parties hereto, trade secrets, know-how, processes, standards, product specifications, marketing plans and techniques, cost and financial pricing figures, all client or customer information (including without limitation their names, financial information, address or telephone number), all systems software applications, all software/systems source and object code, data, documentation, program files, flow charts, and all operational procedures;

"Effective Date" means the date of commencement of this Agreement which shall be the date upon which the last of the Parties shall affix its signature to this Agreement;

"Force Majeure" shall include but not be limited to an Act of God, strike, lockout, labour dispute, act of a public enemy, war whether declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, lightning, fire storms, flood, or other natural calamities, explosion, governmental restraint or restrictions, laws, regulations, orders, proclamations of any governmental entities, judgement or orders of any court of law, embargoes, unavailability of equipment and any other cause (other than a shortage or

unavailability of funds) which is not reasonably within the control of the Party whose performance under this Agreement is affected by the cause;

"Provider Platform and Framework" shall mean the Npoints-Framework, sub-products and or any provisioning system provided by Packetera to deploy, configure or administrate the products and services sold by Reseller

"API" means Application Programming Interface; also referred as the Npoints-Framework API

"Partner Admin Portal" means Packetera's web based, management and business administration system;

"End Point" means a communications related endpoint, user agent device or web to voice service which may be either hardware, software or Internet service, such as, but not limited to an IP phone, Analog Telephone Adapter, click to call service, mobile VoIP Endpoints, soft clients, and videophones;

"Network Telecommunications Services" shall mean domestic and international long distance network and facilities provided to Reseller Customers from one or more long distance providers; Tier 1 carriers or VoIP aggregators selected by Packetera and made available to Reseller Customers.

"Services" means the prepaid telecommunications services that are offered to the Reseller's Customers through the proprietary technology of the Provider Platform and the Network Services.;

"Party" means either Packetera or Reseller as is appropriate in context and **"Parties"** means both or either of Packetera and Reseller as is appropriate in context;

"Consumer or Customer" means a client or customer of Reseller who is a consumer of the Services;

1.2 Currency

All references to currency, unless otherwise specified, are to lawful money of the United States of America and all payments contemplated herein, unless stated otherwise, shall be in United States currency.

1.3 Headings

The division of this Agreement into articles, sections, and/or subsections and the provision of headings for all or any of them are for convenience of reference only and shall not affect the interpretation of this Agreement.

1.4 Schedules

(a) The following schedules are attached to and form part of this Agreement:

Schedule "A"	Commissions and Payment Schedule
Schedule "B"	API documents
Schedule "C"	Project Scope
Schedule "D"	End User License Agreement. EULA
Schedule "E"	Network Carrier LCR (Least Cost Routing) Rates

- (b) Whenever any provision of any schedule to this Agreement conflicts with any provision in the body of this Agreement, the provision in the body of this Agreement shall prevail. References herein to a schedule shall mean a schedule of this Agreement. Reference in any schedule of this Agreement to an agreement shall mean this Agreement.

1.5 Usage

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) words importing the singular shall include the plural and vice versa; and
- (b) words importing gender shall include masculine, feminine and neuter genders.

1.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, excluding its conflict-of-laws rules. The parties expressly disclaim the application of the United Nations' Uniform Convention for the Sale of Goods to this Agreement.

2. RELATIONSHIP OF THE PARTIES

2.1 Non-Exclusive Reseller

Subject to the terms and conditions of this Agreement, Packetera hereby appoints Reseller as a non-exclusive authorized reseller of the Services and Reseller hereby accepts the appointment.

The appointment of Reseller of Packetera is on a non-exclusive basis. Reseller acknowledges that Packetera currently solicits prospective Clients through a variety of distribution channels, including other Reseller and in-house sales and marketing staff, and that these distribution channels are subject to change from time to time. Packetera reserves the right to appoint other persons as Reseller of Packetera at any time and to itself engage in competition with Reseller.

2.2 Non Circumvention

Packetera will however refrain from soliciting business and contracts from sources which have been made available to Packetera through this Agreement, without the express written permission of the party who made the original introduction, for the term of this agreement. In addition, all Parties to this Agreement, including Signatories, Affiliates, Subsidiaries, Partners, and Agents will maintain complete confidentiality regarding Business Sources, and will only disclose such business sources under mutual agreement, and only after written permission has been received from the originator of the source.

Reseller will be responsible to provide Packetera with such sources through means of written notice or email, in a format supplied by Packetera. In the event Packetera is directly approached by potential clients, where such clients are on the source list supplied by Reseller, Packetera will refer the potential client back to Reseller.

2.2 Not a Partnership

This Agreement does not and shall not be construed to create a partnership, joint venture, agency or any other business relationship which would authorize either Party to act on behalf of the other or to have any authority to create any liability or obligations on behalf of or in the name of the other. Each of the Parties is and will remain completely independent of the other.

3. RESELLER RIGHTS AND OBLIGATIONS

Reseller agrees to use its best efforts to promote Packetera products and services and to actively and diligently solicit customers in accordance with the terms and conditions of this Agreement and as Packetera may direct from time to time.

3.1 Marketing and Sales

Reseller shall be responsible for promoting, marketing and selling those Services it offers for sale or distribution and it shall use its reasonable best efforts to do so;

3.2 Review and Approval of Marketing Uses

(a) Packetera shall have the right to review Reseller marketing promotions, marketing material and content of Services and reserves the right to approve or disapprove, in its absolute discretion, Reseller's use of it and if Packetera disapproves of Reseller's use of Material, Reseller shall not use the Material for such use.

(b) Reseller shall, at Packetera's request, provide to Packetera a copy of anything which Reseller is using or may use and which contains the Marketing Material;

(c) Reseller must adhere to Packetera's standards of use in respect to any of the Marketing Material. Among other things, Reseller will be required to indicate explicitly Packetera's ownership of the name or mark of Service by use of Packetera's trademarks, logos and brands.

3.3 Business Expenses

Reseller shall be responsible for all expenses it incurs from its business activities associated with the marketing, promotion, sale and support of the Services, including, but not limited to those expenses related to the activation of the Services to a Customer.

~~3.4 Target Commitments (waived by strike out of terms in this section)~~

~~Reseller Provider commits to achieve an average monthly sales target of at least five [5] new member subscriptions of any of the Npoints points sub-products.~~

~~In the event that Reseller fails to achieve the target as agreed, Packetera reserves the right to terminate the agreement~~

3.4 Pricing, fees

(a) Packetera shall, in its sole discretion, set the retail prices it charges for the Services the reseller sells or distributes and the manner, if any, in which it bundles or combines

them. Packetera may change any published prices, fees or other charges at its sole discretion.

(b) Reseller shall quote only the most recent prices and terms and conditions for the Packetera Services as are provided to Reseller by Packetera or as made available to Reseller through the Partner Portal. Reseller shall have no right, power or authority to represent that Packetera Services may be obtained on terms and conditions different than those communicated by Packetera pursuant to this Agreement. Reseller shall advise all customers that the provision of Packetera Services is subject to Packetera's standard terms and conditions for such Services.

(c) Reseller shall not charge to or receive from any Prospects or Clients any fees, start-up charges or minimums for any reason whatsoever, without the express prior written consent of Packetera. Reseller will not sponsor or participate in any pyramid or multi-level marketing system without the prior written consent of the Packetera.

3.5 Method of collecting fees

(a) Packetera shall provide methods of collecting fees from reseller customers through online merchant gateway accounts and or other online payment methods accepting payments through but not limited to credit card merchant processors such as Paypal or other 3rd party merchant processors.

(b) Reseller is granted the "option" of providing its own merchant gateway, or online payment processing methods whereas, all transactions are required to be processed through the Packetera shopping cart or platform functions provided by the Provider Platform

(a) Where the option as set forth herein Section 3.5(b), Reseller is required to provide a Payment Deposit for Network Services (Telco Carrier charges for minutes)

- i. Where the reseller is collecting revenues directly from the customer; Reseller is then required to maintain funds on deposit with Packetera (the "Prepayment Account") as are required to pay all charges payable by Reseller customers for Network Service charges (Long distance carrier charges) to Packetera as they are incurred. It is the Reseller's responsibility to monitor its running balance in the Prepayment Account in order to ensure sufficient funds are available to cover usage charges at all times.

3.6 Terms of Service

Reseller shall include those "EULA" End User License Agreement set out in Schedule "D" attached hereto, or their effective equivalent as published online upon the setup and deployment of reseller provisioning sites, as accepting end user license agreement terms of services between Packetera and Customers.

3.7 Customer Support

(a) Packetera shall be responsible to provide all direct Customer help and support functions;

3.8 Government Authorizations and Regulations

- (a) Reseller shall obtain and maintain in good standing all licenses, permits and other governmental approvals and authorizations required in connection with implementation of this Agreement and the sale of Services, including without limitation, business licenses, import licenses and foreign exchange permits;
- (b) Reseller shall use its best efforts to operate and conduct its affairs in such manner so as to at all times comply with all applicable government rules and regulations.

4. PACKETERA RESPONSABILITIES

4.1 Services and Endpoints

Subject to the terms and conditions of this Agreement, Packetera shall provide the Services to Reseller.

4.2 Access to Partner Admin Portal

Packetera shall establish an account for Reseller within the Partner Portal and, subject to the terms and conditions of this Agreement, shall provide Reseller with access thereto for the purpose of reporting, analysing customer and usage data.

4.3 APIs, Npoints-Framework

Packetera shall provide to Reseller:

- (a) Access to Packetera's Npoints-Framework APIs, which will allow Reseller's website to interact with the Provider Platform; and
- (b) Access to the Provider Platform and Network Services.

4.4 Tier 2 Support

Packetera shall provide "Tier 2" technical support to Reseller, which will include assistance with any technical issues related to the deployment, management or reporting of Services including technical support for API integrations.

4.5 Training (optional)

Packetera shall make available optional dedicated training for, but not limited to; API integration, Platform Admin Portal, Web site hosting and product configurations or other required or requested training; set forth in a subsequent consulting services agreement.

4.6 Consulting Services (optional)

Packetera will provide optional IT consulting services for, but not limited to; programming development, integration or customization services to reseller if requested. The optional consulting services are to be set forth in a subsequent consulting services agreement.

5. ENDPOINTS

5.1 Approved Endpoints

- (a) Packetera shall, at its sole discretion, determine the technical specifications and the brand and model of those Endpoints which it will approve and support ("Certify") for use with the Services;
- (b) Reseller shall purchase any hardware end-point products from Packetera to be used by it to enable the provisioning of the Services pursuant to this Agreement and Packetera shall be required to support only those Endpoints purchased from Packetera by Reseller;
- (c) Notwithstanding section 6.1(b), Reseller may request from Packetera that it Certify Endpoints other than Endpoints acquired by Reseller from Packetera, and Packetera shall not unreasonably refuse such request, though it may, at its sole discretion, charge Reseller a reasonable fee to do so; and
- (d) Packetera shall have the right, at its sole discretion, to change the Endpoints which it Certifies by discontinuing or adding new Endpoints and by changing manufacturers, brands, models or technical or software specifications of any of them.

6. SERVICES

6.1 Services

- (a) Packetera shall make the Provider Platform Services and those Network Services posted on the Partner Portal available to Reseller as of the Effective Date;
- (b) Packetera shall have the right, at its sole discretion, to change the Services by discontinuing or adding new Services and by changing its suppliers and partners in providing such Services.

6.2 Provision of Service

- (a) Upon Reseller's activation of a Customer account, Packetera shall, subject to the terms and conditions of this Agreement, make the requested Services available to Customers on behalf of Reseller;
- (b) Subject to section 11.2, if Reseller is in breach of any of the terms and conditions of this Agreement, Packetera shall have the right to suspend or terminate delivery of the Services, in whole or in part, to Reseller and its Customers.

6.3 Network Carrier Services

- (a) The prices charged by Packetera to the Customer for the Network telecommunication services shall be as set out in Schedule "E" attached hereto; which charges will be measured in one-minute increments subject to a one-minute minimum, which will be the minimum billing time for any attempt. Access time ending in a fraction of a minute will be rounded up to the next highest one-minute increment. Charges for Provider Platform access are payable when an incoming signal is received and acknowledged by the initial automated prompt to enter the Customer's PIN Number, regardless of whether the Customer is successful in accessing any Services or initiating or completing a call and Provider Platform charges are payable by Reseller regardless of the reason a

service cannot be successfully accessed or a call cannot be initiated or completed. By way of illustration only and not in limitation, charges for access to the Provider Platform are payable with regard to (i) calls which cannot be initiated because of an invalid PIN Number, because they are initiated where Reseller or its Customer is not authorized to provide telecommunication services, (or because Billed Number Screening prevents a call from being initiated) or (ii) calls which cannot be completed because the called number is not answered or is busy.

- (b) Packetera shall have the right, but not the obligation, to:
- (i.) during the term of this Agreement, adjust the prices charged for the Provider Platform services by an amount that is proportionate with any changes to Packetera's direct third party costs in providing such services;
 - (ii.) at the time of any renewal of this Agreement, adjust the Service Prices as it, in its absolute discretion, determines provided it has given written notice to Reseller of such price changes a minimum of 30 days in advance of the renewal;
 - (iii.) The prices charged by Packetera to Reseller Customers for Network Services and other Services, excluding the Provider Platform services, (the "Service Prices") shall be as posted on the Partner Portal;
 - (iv.) Packetera may, at its sole and absolute discretion, provide the Network Services through one or more termination partners. Packetera shall have the right, at its sole discretion, to route the communication traffic originating from Reseller or Customers between Packetera's different termination partners.
 - (v.) Reseller understands and agrees that the Network Service Prices are dependent on the cost to Packetera for such services and, therefore, such prices are variable and subject to change without notice.

6.5 911 Service

- (a) Packetera shall arrange with third parties for the provision of 911 emergency call response service, which services will be provided through Packetera as part of the Services;
- (b) For fixed line replacement services, Reseller shall bear all responsibility for providing to such person ("911 Provider") as is providing 911 emergency call response service ("911 Service") all of the necessary Customer account information in order for the 911 Provider to properly provide respond to any service request. Reseller shall provide complete and, to the best of its ability, accurate Customer information, including name, address and contact information, to the 911 Provider, as is required by the 911 Provider to provide 911 Services to those Customers whom it is required by applicable law to provide such service to or whom elect to receive such 911 Service;
- (c) The price charged to and paid by Reseller for 911 Services shall be the price charged by the 911 Provider.

6.5 Statements

Packetera shall make available to Reseller a weekly statement detailing Retailers account activity.

6.6 Commissions and Payment from Sales

Packetera shall pay Commissions to Reseller with regard to payments received from Customers in accordance with the provisions set out in Schedule "A" as attached hereto. Reseller acknowledges that such Commissions are the only remuneration it will receive from Packetera. Reseller will not be entitled to any Commissions for sales or amounts invoiced by Packetera to Customer for:

- (i) 411 and 911 service fees and other fees which are billed with only nominal mark-up by Packetera in order to pay third party fees;
- (ii) for which Packetera does not receive payment.
- (iii) Applicable taxes

b Payments to Reseller will be made set out in Schedule "A".

6.7 Method of Payment for Services

Where required, Reseller shall deposit funds to its Prepayment Account via wire transfer to such account as is designated by Packetera.

Wire Transfer details

Bank: HSBC
Address: Main Branch. 885 West Georgia Street, Vancouver, BC V6C 3G1
Branch: 020
Institution: 016
Account Name: Packetera Communications Inc
Account Number: 270-132376-001
SWIFT CODE: HKBC CATT

7. LIMITATION OF REMEDIES AND LIABILITY

The term "Packetera" as used in this section shall mean Packetera and its affiliates, employees, directors, officers, servants, agents and any other service provider that furnishes services, Endpoints or equipment to it in connection with this Agreement or the Service or the Endpoints.

7.1 No Warranty

Packetera makes no express or implied warranty regarding the Service or the installation of same and disclaims any implied warranty including any warranties of merchantability and or fitness for a particular purpose. Packetera does not warrant that the Service will function without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. The provisions of this section shall be applied to the fullest extent of the law, but if any portion or aspect of this section is determined to be unlawful, this section shall be construed to limit liability against Packetera to the fullest extent possible under the law.

7.2 Reseller's Exclusive Remedies

Reseller's sole and exclusive remedies concerning Packetera's performance or non-performance in any matter related to this Agreement or the provisioning of the Services are limited to those expressly stated in this Agreement.

7.3 Limitation of Packetera Liability

- (a) Packetera shall have no liability to Reseller, whether in contract, tort (including negligence), strict liability or otherwise, for any special, indirect or consequential damages or for lost profits, in any matter related to this Agreement, including but not limited to any delay or failure by Packetera to furnish, deliver or provide Services.
- (b) if Packetera is determined to have any liability in any matter related to Services, such liability shall be limited to the fee or fees paid by Reseller for the Service with respect to which the liability relates in the month or months in which the event giving rise to the liability occurred.

7.4 Liability Upon Termination of Agreement

Neither Party shall be liable to the other for any damages or compensation in connection with valid termination of this Agreement pursuant to the terms and conditions hereof including, without limitation, for loss of profits, loss of investment or expenditures made in reliance on this Agreement or loss of goodwill.

7.5 Force Majeure

Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control.

7.6 Reseller's Indemnity

Reseller agrees to indemnify Packetera and save it harmless from any claim made against it, directly or indirectly, by a Customer or resulting from: (i) any promise or commitment that Reseller may have made purportedly on Packetera's behalf in violation of this Agreement; or (ii) from any breach by Reseller or Reseller's employees with respect to Reseller's obligations under this Agreement.

7.7 Resellers Liability

Reseller represents and warrants that it shall bear all legal and regulatory responsibility and assume all risks in relation to its use and monitoring of the Services, including but not limited to any liability arising from any modification, suspension or discontinuance of the Service, and it shall not use these services for any improper or fraudulent means or purposes. This representation and warranty by the Reseller expressly includes the further duty to strictly monitor the Customer's own services in order to avoid the occurrence or event of suspension or termination of services due to the Customer's prepaid deposit being fully consumed, in which circumstance the Reseller bears all legal and regulatory responsibility.

7.8 Limitation of Privacy

The Services and Endpoints utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Packetera shall not be liable to

Reseller for any loss or damages caused by or related to a lack of privacy which may be experienced as a result of use of the Services and Endpoints.

8. USE OF NAME, LOGOS, TRADEMARKS AND LICENSED MATERIALS

8.1 News Releases

Neither Party will use the name of the other in any news release, public announcement, advertisement or other form of publicity, without the prior written consent of the other Party.

8.2 Ownership and Use of Packetera Trade Marks

- (a) Reseller acknowledges Packetera's exclusive ownership of the Packetera name and logo, Itokk, Npoints as well as certain other trademarks and trade names which Packetera uses in connection with the Services (the "Trademarked Material") and agrees that Reseller will not acquire any interest in any of the Trademarked Material by virtue of this Agreement or anything done pursuant to it;
- (b) Reseller will not adopt or use any of the Trademarked Material, in whole or in part, or any confusingly similar word or symbol, as part of Reseller's name or, to the extent Reseller has knowledge of such use and the power to prevent such use, allow others to use the Trademarked Material;
- (c) Nothing in this Agreement contains any transfer or license to Reseller of any Trademarked Material or other proprietary rights.

8.3 Review and Approval of Uses

- (a) Packetera shall have the right to review any use by Reseller of the Trademarked Material and to approve or disapprove, in its absolute discretion, Reseller's use of it and if Packetera disapproves of Reseller's use of Trademarked Material, Reseller shall not use the Trademarked Material for such use.
- (b) Reseller shall, at Packetera's request, provide to Packetera a copy of anything which Reseller is using or may use and which contains the Trademarked Material;
- (c) Reseller must adhere to Packetera's standards of use in respect to any of the Trademarked Material. Among other things, Reseller will be required to indicate explicitly Packetera's ownership of the name or mark.

8.4 No Removal of Logos, Trademarks & Notices

Reseller will not remove or alter any patent numbers, trade names, trademarks, copyright or other proprietary notices, serial numbers, labels, tags or other identifying marks, symbols or legends affixed to or included with any Endpoint provided to Reseller by Packetera without the prior written consent of Packetera.

- (a) Packetera reserves the right to approve prominence of the Packetera brands, trademarks and logos included in Reseller branding and promotions of Packetera

Services, such as but not limited to the example of `` Reseller brand, powered by ITOKK``

9. TERM AND TERMINATION

9.1 Term of the Agreement

The initial term of this Agreement will be for one (1) year(s) commencing on the Effective Date. Thereafter, this agreement will renew automatically from year to year unless cancelled in writing by either Party giving the other written notice of such cancellation a minimum of 60 days before the end of the then current term.

9.2 Termination for Default

Subject to section 11.2, either Party may terminate this Agreement, effective immediately, if the other commits a material breach of it, commits any material fraudulent act in performing any of its obligations or makes any material misrepresentation to the other or commits an act of malfeasance or misfeasance in the performance of its or his duties or is unable or unwilling to perform its obligations and duties under this Agreement which circumstances will include, but not be limited to:

- (a) If a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any of its assets; or
- (b) If it files for relief under any applicable bankruptcy laws.

9.3 Obligations Upon Termination

Upon expiration or termination of this Agreement:

- (a) Reseller shall immediately:
 - (i.) stop representing itself as a provider or seller of the Services and marketing and selling the Services;
 - (ii.) discontinue using the Trademarked Materials; and
 - (iii.) return to Packetera all Packetera sales and technical materials and other Packetera literature; and
- (b) all amounts due from each party to the other shall become immediately due and payable.

10. CONFIDENTIALITY

10.1 Confidential Information

Each of the Parties acknowledges that in the course of their relationship pursuant to this Agreement, each (the "Receiving Party") will have access to or come into possession of Confidential Information of the other Party (the "Disclosing Party"), and that the disclosure of such Confidential Information to third parties or to the general public would be detrimental to the best interests and business of the Disclosing Party.

10.2 Exceptions to Confidential Information

Notwithstanding the definition of Confidential Information and the provisions of section 11.1, "Confidential Information" does not include information or data, which the Receiving Party can prove, is:

- (a) publicly known at the time of disclosure;
- (b) already known by the Receiving Party at the time it receives the information;
- (c) provided to the Receiving Party by a third party that is not under obligation to keep such information confidential; or
- (d) independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party.

10.3 Limitations on Use

The Receiving Party will not, during the term of this Agreement or at any time thereafter:

- (a) disclose any Confidential Information to any person;
- (b) use or exploit, directly or indirectly, the Confidential Information for any purpose other than the proper purposes of the Disclosing Party; or
- (c) disclose for any purpose, other than those of the Disclosing Party, the private affairs of the Disclosing Party or any other information which the Receiving Party may acquire during the term of the Agreement with respect to the business and affairs of the Disclosing Party,

whether acquired in the course of carrying out the Agreement or incidentally.

10.4 Required Disclosure

Notwithstanding the foregoing, the Receiving Party will be entitled to disclose Confidential Information if required by law provided that the Receiving Party will promptly notify the Disclosing Party, consult with the Disclosing Party and cooperate with the Disclosing Party in any attempt to enjoin, to resist or narrow such disclosure or to obtain an order or other assurance that such information will be accorded confidential treatment.

10.5 Survival of Confidentiality

All covenants of confidentiality herein shall survive the Term of this agreement by three (3) additional years counting from the date of termination of this Agreement.

11. MISCELLANEOUS

11.1 No Waiver

The failure by either Party to enforce or take advantage of any of the provisions of this Agreement shall not constitute nor be construed as a waiver of such provisions or of the right subsequently to enforce or take advantage of each and every such provision.

11.2 Default

If either of the Parties should be in default (the "Defaulting Party") of any obligation or requirement under this Agreement, the Party affected may give written notice to the Defaulting Party specifying the default and, upon doing so, will give the Defaulting Party

a grace period of 30 days (the "Grace Period") to cure such default or to take such reasonable steps to cure without undue delay such default prior to seeking any remedy it may have on account of such default. The Defaulting Party shall lose no rights under this Agreement if it cures the stated default within the Grace Period.

11.3 Notices

Any formal notice between the Parties hereto will be in writing and may be delivered by any method, including email, provided receipt is acknowledge by the receiving party or it may be either personally delivered or sent by facsimile or by registered mail to the appropriate party at the address noted for that party on the first page of this Agreement, or such other address as may be designated by a party in a written notice sent to the other party in accordance with this paragraph. Any notice or other communication sent by registered mail will be effective seven calendar days from the day that it was sent, or if by any other method in accordance with this paragraph, the day following its receipt.

11.4 Assignment

Neither party may assign this Agreement without the prior written consent of the other. However, Reseller agrees that Packetera may assign this entire Agreement to an affiliate or sell, transfer or assign any account receivable under it to a financing institution to enforce the Packetera's rights to receive payment from Reseller. This Agreement will be binding upon any authorized assignee or successor of Reseller or Packetera.

11.5 Compliance with Law

Each of the Parties agrees to comply with all applicable laws, rules and regulations of the jurisdictions in which it operates and to do nothing to cause the other to violate the law, rules and regulations of those jurisdictions. If this Agreement or the performance hereof, is determined to be contrary of the laws, rules or regulations of the Territory or of Canada, this Agreement will automatically terminate subject the terms of Termination outlined in this Agreement.

12. GENERAL

12.1 Entire Agreement

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral, express or implied, statutory or otherwise.

12.2 Amendment

No amendment, supplement, restatement or termination of any provision of this Agreement is binding upon the Parties hereto unless it is in writing and signed by an authorized representative of each Party to this Agreement at the time of the amendment, supplement, restatement or termination.

12.3 Severability

If any provision or any portion of any provision of this Agreement shall be held unlawful or unenforceable, the balance of such provision and all other provisions hereof shall

nonetheless in all respects remain binding and effective and shall be construed in full force and effect to the extent lawfully permissible.

12.5 Time of Essence

Time is of the essence in the performance of the terms and conditions of this Agreement.

12.6 Enurement

This Agreement enures to the benefit of and binds the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

12.7 Counterpart Signature and Facsimile Delivery

This Agreement may be executed in two or more counterparts and may be delivered by facsimile, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the Effective Date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:

PACKETERA COMMUNICATIONS INC.

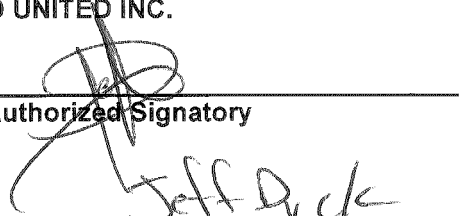
ONE WORLD UNITED INC.

Per:



Kevin Penstock

Per:



Authorized Signatory
(Print name)

Title:


~~President~~ CEO

Title:

President

Signature
Date:

May 22, 2009



Signature
Date:

May 20 09

OneWorldUnited - Schedule "A"
REVENUE SHARE TERMS AND CONDITIONS

DATE: Aug 10, 2009

A) REVENUE DEFINITIONS:

1. **Internet Service Revenues;** Consist of Registration or Setup or Subscription or Activation fees or any online service and charges upon the registration or activation of a product.
 - a. *Terms: Revenue share calculated on GROSS SALES Revenues net of taxes and merchant processing service charges*
2. **Carrier Services Revenues;** Consists of Origination/Termination and Long Distance Revenues; generated from the use of carrier communications services, long distance, talk time and other fees associated with the use of a PIN account
 - a. *Terms: Commissions calculated on NET MARGIN net of provider costs, taxes and merchant processing service charges*
3. **Product Revenues;** the sales of physical devices or downloadable software products such as SIP Softphones, Wifi phones, USB memory sticks or physical calling cards
 - a. *Terms: Commissions calculated on NET MARGIN net of device costs, codec royalties, taxes and merchant processing service charges*
4. **Additional web design, integration or custom development Revenues;** consist of additional referral services for web design, integration or other custom development
 - a. *Terms: Commissions calculated on NET MARGIN net of provider costs, taxes and merchant processing service charges*

B) COMMISSIONS

1. ITOKK WIRELESS (see sales forecast herein)

- (a) New Client Accounts
 - i. eight percent (8%) paid up to 100 activations per calendar month
 - ii. ten percent (10%) paid on activations over 100 activations per calendar month
- (b) All Renewals ten percent (8%)

2. ITOKK CLICKTOCALL

- a. API integration method (carrier service revenues only)
 - i. New Client Accounts
 - eight percent (8%) paid up to 100 activations per calendar month
 - ten percent (10%) paid on activations over 100 activations per calendar month
 - ii. All Renewals ten percent (8%)
- b. Upgrade Accounts (Subscription Fee)
 - i. New Upgrade Accounts: **twenty percent (20%)**
 - ii. Maintain quota (_100_ sales) two months consecutive: **Thirty percent (30%)**
 - iii. All Renewals Fifteen percent (15%)

C) APPLIES TO THE FOLLOWING PRODUCTS AND SERVICES

Npoints-Framework products and services restricted to the following products and services as demonstrated at;

1. Web Callback, www.itokkclicktocall.com
2. iTokk wireless, www.itokkwireless.com
3. iTokk gadgets, www.itokkgadgets.com

D) TERRITORY EXCLUSIVITY TERMS;

1. **Industry + Territory vertical exclusivity**

Industries within CANADA and the USA		
Charities		
Gaming		
Home based Internet Marketing	Such as www.callgateway.com	

E) DISTRIBUTION OF PROCEEDS FROM SALES "COMMISSION"

1. Packetera and Distributor shall distribute "commissions" of revenues as per the terms herein with regard to payments received from Customers in accordance with the provisions set out herein. Distributor acknowledges that such Commissions are the only remuneration it will receive from Packetera. Distributor will not be entitled to any Commissions for sales or amounts invoiced by Packetera to Customer for:
 - (i) for which Packetera does not receive payment.
 - (ii) Applicable taxes
2. Payments to Distributor will be made on the 15th of each month for the prior months sales activities of the Term or any Renewal Term if applicable. Each such payment shall include Commission payable with regard to each invoice rendered by Packetera to Subscriber for which full payment or the balance due has been received in that month.
3. Packetera shall not be responsible for compensating Distributor for Client orders that are cancelled or delayed due to provisioning problems or errors of Packetera.
4. The entitlement of Distributor to any and all Commissions, including any one-time payment or ongoing commissions payable, shall cease as of the date of termination or expiration of this Agreement and Packetera shall be under no obligation whatsoever to pay any Commissions, damages, costs or expenses of any kind or nature to the Distributor, nor any Commissions which, if this Agreement had not been terminated, would otherwise become due and payable.
5. **Method of Payment for "Services"**

Where required, Distributor shall deposit funds to its Prepayment Account via wire transfer to such account as is designated by Packetera.

Wire Transfer details; Bank: HSBC
Address: Main Branch. 885 West Georgia Street, Vancouver, BC V6C 3G1
Company: Goa Strategies Corp.
Transit: 10270
Bank#: 016
Account#: 020-109539-001
Swift: HKBC CATT

iTokk Sales forecast
YR1: REVENUE PROFORMA **ONE WORLD UNITED**

Assumptions

Average No. Subscribers per Agent/Dist	5,000
Conversion rate (one time registration)	50%
Conversion to active subscriber	40%
Conversion to device sales	20%

REVENUE SOURCES	Retail	Cost	GPM/Unit/month
iTokk ClicktoCall	\$ 300.00	\$ 150.00	\$ 150.00
iTokk Wireless	\$ 25.00	\$ 12.50	\$ 12.50
Softphones/Calling cards	\$ 12.00	\$ 6.00	\$ 6.00
Device sales	\$ 100.00	\$ 80.00	\$ 20.00
LD Revenue (average 475min/mon)	\$ 393.00	\$ 157.20	\$ 235.80
APPU (average revenue per use)	\$ 830.00	\$ 424.30	

	Month 0	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
	1	0.2	0.3	0.4	0.5	0.6	0.7
Gross Revenue							
New Agents	5,000	6,000	7,500	9,500	12,000	15,000	18,500
Total Market Base via Agents	2,500	3,000	3,750	4,750	6,000	7,500	9,250
Total downloads and registrations	1,000	1,200	1,500	1,900	2,400	3,000	3,700
Total active subscribers	337,000	67,400	101,100	134,800	168,500	202,200	235,900
Conversion (one time registration revenue)	\$ 20,000	\$ 4,000	\$ 6,000	\$ 8,000	\$ 10,000	\$ 12,000	\$ 14,000
Device sales	\$ 32,750	\$ 32,750	\$ 38,300	\$ 49,125	\$ 62,225	\$ 78,600	\$ 98,250
Recurring LD revenue	\$ 389,750	\$ 104,150	\$ 146,400	\$ 191,925	\$ 240,725	\$ 282,600	\$ 348,150
Total Revenue	\$ 441,750	\$ 140,850	\$ 191,650	\$ 249,050	\$ 322,950	\$ 363,200	\$ 454,450
Cost of Sales							
Agents commissions	\$ 168,500	\$ 33,700	\$ 50,550	\$ 67,400	\$ 84,250	\$ 101,100	\$ 117,950
Device costs	\$ 16,000	\$ 3,200	\$ 4,800	\$ 6,400	\$ 8,000	\$ 9,800	\$ 11,200
LD per minute costs	\$ 13,100	\$ 15,720	\$ 19,850	\$ 24,890	\$ 31,440	\$ 39,300	\$ 48,470
Total Cost	\$ 197,600	\$ 52,620	\$ 75,000	\$ 98,690	\$ 123,690	\$ 150,000	\$ 177,620
Gross Profit	\$ 244,150	\$ 88,230	\$ 116,650	\$ 150,360	\$ 199,260	\$ 213,200	\$ 276,830

	Month 7	Month 8	Month 9	Month 10	Month 11	Total
	0.8	0.8	0.8	0.9	1	6
Gross Revenue						
No. of New Community Sales	22,500	28,500	30,500	35,000	40,000	40,000
Total Market Base via Agents	11,250	13,250	15,250	17,500	20,000	20,000
Total downloads and registrations	4,500	5,300	6,100	7,000	8,000	8,000
Total active subscribers	289,600	289,600	289,600	303,300	337,000	\$ 2,696,000
Conversion (one time registration revenue)	\$ 16,000	\$ 16,000	\$ 16,000	\$ 18,000	\$ 20,000	\$ 160,000
Device sales	\$ 121,175	\$ 147,375	\$ 173,575	\$ 199,775	\$ 229,250	\$ 1,264,150
Recurring LD revenue	\$ 406,775	\$ 432,975	\$ 458,175	\$ 521,075	\$ 586,250	\$ 4,126,150
Total Revenue	\$ 544,150	\$ 606,950	\$ 637,850	\$ 716,850	\$ 795,500	\$ 5,176,450
Cost of Sales						
Agents commissions	\$ 134,800	\$ 134,800	\$ 134,800	\$ 151,650	\$ 168,500	\$ 1,348,000
Device costs	\$ 12,800	\$ 12,800	\$ 12,800	\$ 14,400	\$ 16,000	\$ 128,000
LD per minute costs	\$ 58,950	\$ 69,430	\$ 79,810	\$ 91,700	\$ 104,900	\$ 597,360
Total Cost	\$ 206,550	\$ 217,030	\$ 227,410	\$ 257,750	\$ 289,300	\$ 2,073,360
Gross Profit	\$ 337,600	\$ 389,920	\$ 410,440	\$ 459,100	\$ 506,200	\$ 3,103,090

Reseller Platform Agreement

This Agreement is made and entered into as of date of final signature (the "**Effective Date**")

BETWEEN:

Packetera Communications Inc., having a principal office at 200 – 375 Water Street, Vancouver, British Columbia, V6B1B6

("Packetera")

AND:

ISOURCE COMMUNICATIONS INC., having a principal office at 3352, 11215 Jasper Ave, Edmonton AB T6K 2H5

("Reseller")

WHEREAS:

- A. Packetera is a wholesale provider of Voice over Internet Protocol ("**Voip**") telephony services and can provide the services of a platform system (the "**Provider Platform**"), that provides certain specialized telecommunications services to Voip telephony service marketing companies;
- B. Reseller is a provider of VOIP, telephony and related services and products to its clients ("**Customers**") and it desires to utilize the Provider Platform and the associated products and services and domestic and international long distance network and facilities (the "**Network Services**") for the purpose of providing such services;
- C. Packetera wishes to provide to Reseller and Reseller wishes to acquire from Packetera VOIP related telephony services and products from time to time for the purpose of providing them to Reseller's existing and future clients.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties covenant and agree with each other as follows:

1. DEFINITONS AND INTERPRETATION

1.1 Definitions

In this agreement unless the context otherwise requires:

"**Agreement**" means this agreement;

“Confidential Information” means all information which one of the Parties will have access to or come into possession of which is confidential and proprietary to the other Party and which is either declared to be confidential or which the receiving Party should know, acting reasonably, is confidential or proprietary in nature and includes, but is not limited to, the terms and pricing for the Products and Services, any information disclosed by any third party which the third party is obligated to treat as confidential or proprietary to one of the Parties hereto, trade secrets, know-how, processes, standards, product specifications, marketing plans and techniques, cost and financial pricing figures, all client or customer information (including without limitation their names, financial information, address or telephone number), all systems software applications, all software/systems source and object code, data, documentation, program files, flow charts, and all operational procedures;

“Effective Date” means the date of commencement of this Agreement which shall be the date upon which the last of the Parties shall affix its signature to this Agreement;

“Force Majeure” shall include but not be limited to an Act of God, strike, lockout, labour dispute, act of a public enemy, war whether declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, lightning, fire storms, flood, or other natural calamities, explosion, governmental restraint or restrictions, laws, regulations, orders, proclamations of any governmental entities, judgement or orders of any court of law, embargoes, unavailability of equipment and any other cause (other than a shortage or unavailability of funds) which is not reasonably within the control of the Party whose performance under this Agreement is affected by the cause;

“Provider Platform and Framework” shall mean the Npoints-Framework, sub-products and or any provisioning system provided by Packetera to deploy, configure or administrate the products and services sold by Reseller

“API” means Application Programming Interface; also referred as the Npoints-Framework API

“Partner Admin Portal” means Packetera’s web based, management and business administration system;

“End Point” means a communications related endpoint, user agent device or web to voice service which may be either hardware, software or Internet service, such as, but not limited to an IP phone, Analog Telephone Adapter, click to call service, mobile VoIP Endpoints, soft clients, and videophones;

“Network Telecommunications Services” shall mean domestic and international long distance network and facilities provided to Reseller Customers from one or more long distance providers; Tier 1 carriers or VoIP aggregators selected by Packetera and made available to Reseller Customers.

“Services” means the prepaid telecommunications services that are offered to the Reseller’s Customers through the proprietary technology of the Provider Platform and the Network Services.;

“Party” means either Packetera or Reseller as is appropriate in context and **“Parties”** means both or either of Packetera and Reseller as is appropriate in context;

"Consumer or Customer" means a client or customer of Reseller who is a consumer of the Services;

1.2 Currency

All references to currency, unless otherwise specified, are to lawful money of the United States of America and all payments contemplated herein, unless stated otherwise, shall be in United States currency.

1.3 Headings

The division of this Agreement into articles, sections, and/or subsections and the provision of headings for all or any of them are for convenience of reference only and shall not affect the interpretation of this Agreement.

1.4 Schedules

(a) The following schedules are attached to and form part of this Agreement:

Schedule "A"	Commissions and Payment Schedule
Schedule "B"	API documents
Schedule "C"	Project Scope
Schedule "D"	End User License Agreement. EULA
Schedule "E"	Network Carrier LCR (Least Cost Routing) Rates

(b) Whenever any provision of any schedule to this Agreement conflicts with any provision in the body of this Agreement, the provision in the body of this Agreement shall prevail. References herein to a schedule shall mean a schedule of this Agreement. Reference in any schedule of this Agreement to an agreement shall mean this Agreement.

1.5 Usage

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) words importing the singular shall include the plural and vice versa; and
- (b) words importing gender shall include masculine, feminine and neuter genders.

1.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, excluding its conflict-of-laws rules. The parties expressly disclaim the application of the United Nations' Uniform Convention for the Sale of Goods to this Agreement.

2. RELATIONSHIP OF THE PARTIES

2.1 (INDUSTRY and TERRITORY) Exclusive Reseller

Subject to the terms and conditions of this Agreement, Packetera hereby appoints Reseller as a **CONDITIONAL** exclusive authorized reseller of the Services restricted within the geographic territory or industry or category defined herein as;

- i. Geographic territory: USA and CANADA
- ii. Industry Vertical: Charities, Gaming, and
 - i. Home based business Affiliate Marketing: To further define this vertical as internet based business where the customer signs up and is provided an instant setup of website with built-in clickto call product with the intention of signing new customers to sell again. Also known as Direct marketing, affiliate marketing and is similar to an MLM but is not an MLM.
- iii. Consumers, SME or Corporate: N/A

Reseller acknowledges that Packetera currently solicits prospective Clients through a variety of distribution channels throughout the world, including other Reseller and in-house sales and marketing staff, and that these distribution channels are subject to some exposure via the Internet or word of mouth across territories. There may be circumstances from time to time where customers within the territory or industry purchase products and services from distribution channels in other territories and industries. In the event of a larger market exposure with the agreed territory, please see section 2.2 Non Circumvention agreement

2.2 Non Circumvention

Packetera and distributors will however refrain from soliciting business and contracts from sources which have been made available to Packetera through this Agreement, without the express written permission of the party who made the original introduction, for the term of this agreement. In addition, all Parties to this Agreement, including Signatories, Affiliates, Subsidiaries, Partners, and Agents will maintain complete confidentiality regarding Business Sources, and will only disclose such business sources under mutual agreement, and only after written permission has been received from the originator of the source.

Reseller will be responsible to provide Packetera with such sources through means of written notice or email, in a format supplied by Packetera. In the event Packetera is directly approached by potential clients, where such clients are on the source list supplied by Reseller, Packetera will refer the potential client back to Reseller.

2.2 Not a Partnership

This Agreement does not and shall not be construed to create a partnership, joint venture, agency or any other business relationship which would authorize either Party to act on behalf of the other or to have any authority to create any liability or obligations on behalf of or in the name of the other. Each of the Parties is and will remain completely independent of the other.

3. RESELLER RIGHTS AND OBLIGATIONS

Reseller agrees to use its best efforts to promote Packetera products and services and to actively and diligently solicit customers in accordance with the terms and conditions of this Agreement and as Packetera may direct from time to time.

3.1 Marketing and Sales

Reseller shall be responsible for promoting, marketing and selling those Services it offers for sale or distribution and it shall use its reasonable best efforts to do so;

3.2 Review and Approval of Marketing Uses

(a) Packetera shall have the right to review Reseller marketing promotions, marketing material and content of Services and reserves the right to approve or disapprove, in its absolute discretion, Reseller's use of it and if Packetera disapproves of Reseller's use of Material, Reseller shall not use the Material for such use.

(b) Reseller shall, at Packetera's request, provide to Packetera a copy of anything which Reseller is using or may use and which contains the Marketing Material;

(c) Reseller must adhere to Packetera's standards of use in respect to any of the Marketing Material. Among other things, Reseller will be required to indicate explicitly Packetera's ownership of the name or mark of Service by use of Packetera's trademarks, logos and brands.

3.3 Business Expenses

Reseller shall be responsible for all expenses it incurs from its business activities associated with the marketing, promotion, sale and support of the Services, including, but not limited to those expenses related to the activation of the Services to a Customer.

3.4 Target Commitments

Reseller Provider commits to achieve an average monthly sales target of at least _____ **(See sales projections Schedule A)** _____ for new member subscriptions of any of the Npoints-points sub-products.

In the event that Reseller fails to achieve the target as agreed; Packetera reserves the right to terminate the agreement

3.4 Pricing, fees

(a) Packetera shall, in its sole discretion, set the retail prices it charges for the Services the reseller sells or distributes and the manner, if any, in which it bundles or combines them. Packetera may change any published prices, fees or other charges at its sole discretion.

(b) Reseller shall quote only the most recent prices and terms and conditions for the Packetera Services as are provided to Reseller by Packetera or as made available to Reseller through the Partner Portal. Reseller shall have no right, power or authority to represent that Packetera Services may be obtained on terms and conditions different than those communicated by Packetera pursuant to this Agreement. Reseller shall

advise all customers that the provision of Packetera Services is subject to Packetera's standard terms and conditions for such Services.

(c) Reseller shall not charge to or receive from any Prospects or Clients any fees, start-up charges or minimums for any reason whatsoever, without the express prior written consent of Packetera. Reseller will not sponsor or participate in any pyramid or multi-level marketing system without the prior written consent of the Packetera.

3.5 Method of collecting fees

(a) Packetera shall provide methods of collecting fees from reseller customers through online merchant gateway accounts and or other online payment methods accepting payments through but not limited to credit card merchant processors such as Paypal or other 3rd party merchant processors.

(b) Reseller is granted the "option" of providing its own merchant gateway, or online payment processing methods whereas, all transactions are required to be processed through the Packetera shopping cart or platform functions provided by the Provider Platform

(a) Where the option as set forth herein Section 3.5(b), Reseller is required to provide a Payment Deposit for Network Services (Telco Carrier charges for minutes)

- iv. Where the reseller is collecting revenues directly from the customer; Reseller is then required to maintain funds on deposit with Packetera (the "Prepayment Account") as are required to pay all charges payable by Reseller customers for Network Service charges (Long distance carrier charges) to Packetera as they are incurred. It is the Reseller's responsibility to monitor its running balance in the Prepayment Account in order to ensure sufficient funds are available to cover usage charges at all times.

3.6 Terms of Service

Reseller shall include those "EULA" End User License Agreement set out in Schedule "D" attached hereto, or their effective equivalent as published online upon the setup and deployment of reseller provisioning sites, as accepting end user license agreement terms of services between Packetera and Customers.

3.7 Customer Support

(a) Packetera shall be responsible to provide all direct Customer help and support functions;

3.8 Government Authorizations and Regulations

(a) Reseller shall obtain and maintain in good standing all licenses, permits and other governmental approvals and authorizations required in connection with implementation of this Agreement and the sale of Services, including without limitation, business licenses, import licenses and foreign exchange permits;

(b) Reseller shall use its best efforts to operate and conduct its affairs in such manner so as to at all times comply with all applicable government rules and regulations.

4. **PACKETERA RESPONSABILITIES**

4.1 **Services and Endpoints**

Subject to the terms and conditions of this Agreement, Packetera shall provide the Services to Reseller.

4.2 **Access to Partner Admin Portal**

Packetera shall establish an account for Reseller within the Partner Portal and, subject to the terms and conditions of this Agreement, shall provide Reseller with access thereto for the purpose of reporting, analysing customer and usage data.

4.3 **APIs, Npoints-Framework**

Packetera shall provide to Reseller:

- (a) Access to Packetera's Npoints-Framework APIs, which will allow Reseller's website to interact with the Provider Platform; and
- (b) Access to the Provider Platform and Network Services.

4.4 **Tier 2 Support**

Packetera shall provide "Tier 2" technical support to Reseller, which will include assistance with any technical issues related to the deployment, management or reporting of Services including technical support for API integrations.

4.5 **Training**

Packetera shall make available optional dedicated training for, but not limited to; API integration, Platform Admin Portal, Web site hosting and product configurations or other required or requested training; set forth in a subsequent consulting services agreement.

4.6 **Consulting Services (optional)**

Packetera will provide optional IT consulting services for, but not limited to; programming development, integration or customization services to reseller if requested. The optional consulting services are to be set forth in a subsequent consulting services agreement.

5. **ENDPOINTS**

5.1 **Approved Endpoints**

- (a) Packetera shall, at its sole discretion, determine the technical specifications and the brand and model of those Endpoints which it will approve and support ("**Certify**") for use with the Services;
- (b) Reseller shall purchase any hardware end-point products from Packetera to be used by it to enable the provisioning of the Services pursuant to this Agreement and Packetera shall be required to support only those Endpoints purchased from Packetera by Reseller;
- (c) Notwithstanding section 6.1(b), Reseller may request from Packetera that it Certify Endpoints other than Endpoints acquired by Reseller from Packetera, and

Packetera shall not unreasonably refuse such request, though it may, at its sole discretion, charge Reseller a reasonable fee to do so; and

- (d) Packetera shall have the right, at its sole discretion, to change the Endpoints which it Certifies by discontinuing or adding new Endpoints and by changing manufacturers, brands, models or technical or software specifications of any of them.

6. SERVICES

6.1 Services

- (a) Packetera shall make the Provider Platform Services and those Network Services posted on the Partner Portal available to Reseller as of the Effective Date;
- (b) Packetera shall have the right, at its sole discretion, to change the Services by discontinuing or adding new Services and by changing its suppliers and partners in providing such Services.

6.2 Provision of Service

- (a) Upon Reseller's activation of a Customer account, Packetera shall, subject to the terms and conditions of this Agreement, make the requested Services available to Customers on behalf of Reseller;
- (b) Subject to section 11.2, if Reseller is in breach of any of the terms and conditions of this Agreement, Packetera shall have the right to suspend or terminate delivery of the Services, in whole or in part, to Reseller and its Customers.

6.3 Network Carrier Services

- (a) The prices charged by Packetera to the Customer for the Network telecommunication services shall be as set out in Schedule "E" attached hereto; which charges will be measured in one-minute increments subject to a one-minute minimum, which will be the minimum billing time for any attempt. Access time ending in a fraction of a minute will be rounded up to the next highest one-minute increment. Charges for Provider Platform access are payable when an incoming signal is received and acknowledged by the initial automated prompt to enter the Customer's PIN Number, regardless of whether the Customer is successful in accessing any Services or initiating or completing a call and Provider Platform charges are payable by Reseller regardless of the reason a service cannot be successfully accessed or a call cannot be initiated or completed. By way of illustration only and not in limitation, charges for access to the Provider Platform are payable with regard to (i) calls which cannot be initiated because of an invalid PIN Number, because they are initiated where Reseller or its Customer is not authorized to provide telecommunication services, (or because Billed Number Screening prevents a call from being initiated) or (ii) calls which cannot be completed because the called number is not answered or is busy.
- (b) Packetera shall have the right, but not the obligation, to:

- (i.) during the term of this Agreement, adjust the prices charged for the Provider Platform services by an amount that is proportionate with any changes to Packetera's direct third party costs in providing such services;
- (ii.) at the time of any renewal of this Agreement, adjust the Service Prices as it, in its absolute discretion, determines provided it has given written notice to Reseller of such price changes a minimum of 30 days in advance of the renewal;
- (iii.) The prices charged by Packetera to Reseller Customers for Network Services and other Services, excluding the Provider Platform services, (the "Service Prices") shall be as posted on the Partner Portal;
- (iv.) Packetera may, at its sole and absolute discretion, provide the Network Services through one or more termination partners. Packetera shall have the right, at its sole discretion, to route the communication traffic originating from Reseller or Customers between Packetera's different termination partners.
- (v.) Reseller understands and agrees that the Network Service Prices are dependent on the cost to Packetera for such services and, therefore, such prices are variable and subject to change without notice.

6.5 911 Service

- (a) Packetera shall arrange with third parties for the provision of 911 emergency call response service, which services will be provided through Packetera as part of the Services;
- (b) For fixed line replacement services, Reseller shall bear all responsibility for providing to such person ("911 Provider") as is providing 911 emergency call response service ("911 Service") all of the necessary Customer account information in order for the 911 Provider to properly provide respond to any service request. Reseller shall provide complete and, to the best of its ability, accurate Customer information, including name, address and contact information, to the 911 Provider, as is required by the 911 Provider to provide 911 Services to those Customers whom it is required by applicable law to provide such service to or whom elect to receive such 911 Service;
- (c) The price charged to and paid by Reseller for 911 Services shall be the price charged by the 911 Provider.

6.5 Statements

Packetera shall make available to Reseller a weekly statement detailing Retailers account activity.

6.6 Commissions and Payment from Sales

Packetera shall pay Commissions to Reseller with regard to payments received from Customers in accordance with the provisions set out in Schedule "A" as attached hereto. Reseller acknowledges that such Commissions are the only remuneration it will receive from Packetera. Reseller will not be entitled to any Commissions for sales or amounts invoiced by Packetera to Customer for:

- (i) 411 and 911 service fees and other fees which are billed with only nominal mark-up by Packetera in order to pay third party fees;
 - (ii) for which Packetera does not receive payment.
 - (iii) Applicable taxes
- b Payments to Reseller will be made set out in Schedule "A".

6.7 Method of Payment for Services

Where required, Reseller shall deposit funds to its Prepayment Account via wire transfer to such account as is designated by Packetera.

Wire Transfer details

Bank: HSBC
Address: Main Branch, 885 West Georgia Street, Vancouver, BC V6C 3G1
Company: Goa Strategies Corp.
Transit: 10270
Bank#: 016
Account#: 020-109539-001
Swift: HKBC CATT

7. LIMITATION OF REMEDIES AND LIABILITY

The term "Packetera" as used in this section shall mean Packetera and its affiliates, employees, directors, officers, servants, agents and any other service provider that furnishes services, Endpoints or equipment to it in connection with this Agreement or the Service or the Endpoints.

7.1 No Warranty

Packetera makes no express or implied warranty regarding the Service or the installation of same and disclaims any implied warranty including any warranties of merchantability and or fitness for a particular purpose. Packetera does not warrant that the Service will function without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. The provisions of this section shall be applied to the fullest extent of the law, but if any portion or aspect of this section is determined to be unlawful, this section shall be construed to limit liability against Packetera to the fullest extent possible under the law.

7.2 Reseller's Exclusive Remedies

Reseller's sole and exclusive remedies concerning Packetera's performance or non-performance in any matter related to this Agreement or the provisioning of the Services are limited to those expressly stated in this Agreement.

7.3 Limitation of Packetera Liability

- (a) Packetera shall have no liability to Reseller, whether in contract, tort (including negligence), strict liability or otherwise, for any special, indirect or consequential

damages or for lost profits, in any matter related to this Agreement, including but not limited to any delay or failure by Packetera to furnish, deliver or provide Services.

- (b) if Packetera is determined to have any liability in any matter related to Services, such liability shall be limited to the fee or fees paid by Reseller for the Service with respect to which the liability relates in the month or months in which the event giving rise to the liability occurred.

7.4 Liability Upon Termination of Agreement

Neither Party shall be liable to the other for any damages or compensation in connection with valid termination of this Agreement pursuant to the terms and conditions hereof including, without limitation, for loss of profits, loss of investment or expenditures made in reliance on this Agreement or loss of goodwill.

7.5 Force Majeure

Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control.

7.6 Reseller's Indemnity

Reseller agrees to indemnify Packetera and save it harmless from any claim made against it, directly or indirectly, by a Customer or resulting from: (i) any promise or commitment that Reseller may have made purportedly on Packetera's behalf in violation of this Agreement; or (ii) from any breach by Reseller or Reseller's employees with respect to Reseller's obligations under this Agreement.

7.7 Resellers Liability

Reseller represents and warrants that it shall bear all legal and regulatory responsibility and assume all risks in relation to its use and monitoring of the Services, including but not limited to any liability arising from any modification, suspension or discontinuance of the Service, and it shall not use these services for any improper or fraudulent means or purposes. This representation and warranty by the Reseller expressly includes the further duty to strictly monitor the Customer's own services in order to avoid the occurrence or event of suspension or termination of services due to the Customer's prepaid deposit being fully consumed, in which circumstance the Reseller bears all legal and regulatory responsibility.

7.8 Limitation of Privacy

The Services and Endpoints utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications. Packetera shall not be liable to Reseller for any loss or damages caused by or related to a lack of privacy which may be experienced as a result of use of the Services and Endpoints.

8. USE OF NAME, LOGOS, TRADEMARKS AND LICENSED MATERIALS

8.1 News Releases

Neither Party will use the name of the other in any news release, public announcement, advertisement or other form of publicity, without the prior written consent of the other Party.

8.2 Ownership and Use of Packetera Trade Marks

- (a) Reseller acknowledges Packetera's exclusive ownership of the Packetera name and logo, Itokk, Npoints as well as certain other trademarks and trade names which Packetera uses in connection with the Services (the "Trademarked Material") and agrees that Reseller will not acquire any interest in any of the Trademarked Material by virtue of this Agreement or anything done pursuant to it;
- (b) Reseller will not adopt or use any of the Trademarked Material, in whole or in part, or any confusingly similar word or symbol, as part of Reseller's name or, to the extent Reseller has knowledge of such use and the power to prevent such use, allow others to use the Trademarked Material;
- (c) Nothing in this Agreement contains any transfer or license to Reseller of any Trademarked Material or other proprietary rights.

8.3 Review and Approval of Uses

- (a) Packetera shall have the right to review any use by Reseller of the Trademarked Material and to approve or disapprove, in its absolute discretion, Reseller's use of it and if Packetera disapproves of Reseller's use of Trademarked Material, Reseller shall not use the Trademarked Material for such use.
- (b) Reseller shall, at Packetera's request, provide to Packetera a copy of anything which Reseller is using or may use and which contains the Trademarked Material;
- (c) Reseller must adhere to Packetera's standards of use in respect to any of the Trademarked Material. Among other things, Reseller will be required to indicate explicitly Packetera's ownership of the name or mark.

8.4 No Removal of Logos, Trademarks & Notices

Reseller will not remove or alter any patent numbers, trade names, trademarks, copyright or other proprietary notices, serial numbers, labels, tags or other identifying marks, symbols or legends affixed to or included with any Endpoint provided to Reseller by Packetera without the prior written consent of Packetera.

- (a) Packetera reserves the right to approve prominence of the Packetera brands, trademarks and logos included in Reseller branding and promotions of Packetera Services, such as but not limited to the example of `` Reseller brand, powered by ITOKK``

9. TERM AND TERMINATION

9.1 Term of the Agreement

The initial term of this Agreement will be for one (1) year(s) commencing on the Effective Date. Thereafter, this agreement will renew automatically from year to year unless cancelled in writing by either Party giving the other written notice of such cancellation a minimum of 60 days before the end of the then current term.

9.2 Termination for Default

Subject to section 11.2, either Party may terminate this Agreement, effective immediately, if the other commits a material breach of it, commits any material fraudulent act in performing any of its obligations or makes any material misrepresentation to the other or commits an act of malfeasance or misfeasance in the performance of its or his duties or is unable or unwilling to perform its obligations and duties under this Agreement which circumstances will include, but not be limited to:

- (a) If a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any of its assets; or
- (b) If it files for relief under any applicable bankruptcy laws.

9.3 Obligations Upon Termination

Upon expiration or termination of this Agreement:

- (a) Reseller shall immediately:
 - (i) stop representing itself as a provider or seller of the Services and marketing and selling the Services;
 - (ii) discontinue using the Trademarked Materials; and
 - (iii) return to Packetera all Packetera sales and technical materials and other Packetera literature; and
- (b) all amounts due from each party to the other shall become immediately due and payable.

10. CONFIDENTIALITY

10.1 Confidential Information

Each of the Parties acknowledges that in the course of their relationship pursuant to this Agreement, each (the "**Receiving Party**") will have access to or come into possession of Confidential Information of the other Party (the "**Disclosing Party**"), and that the disclosure of such Confidential Information to third parties or to the general public would be detrimental to the best interests and business of the Disclosing Party.

10.2 Exceptions to Confidential Information

Notwithstanding the definition of Confidential Information and the provisions of section 11.1, "Confidential Information" does not include information or data, which the Receiving Party can prove, is:

- (a) publicly known at the time of disclosure;
- (b) already known by the Receiving Party at the time it receives the information;

- (c) provided to the Receiving Party by a third party that is not under obligation to keep such information confidential; or
- (d) independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party.

10.3 Limitations on Use

The Receiving Party will not, during the term of this Agreement or at any time thereafter:

- (a) disclose any Confidential Information to any person;
- (b) use or exploit, directly or indirectly, the Confidential Information for any purpose other than the proper purposes of the Disclosing Party; or
- (c) disclose for any purpose, other than those of the Disclosing Party, the private affairs of the Disclosing Party or any other information which the Receiving Party may acquire during the term of the Agreement with respect to the business and affairs of the Disclosing Party,

whether acquired in the course of carrying out the Agreement or incidentally.

10.4 Required Disclosure

Notwithstanding the foregoing, the Receiving Party will be entitled to disclose Confidential Information if required by law provided that the Receiving Party will promptly notify the Disclosing Party, consult with the Disclosing Party and cooperate with the Disclosing Party in any attempt to enjoin, to resist or narrow such disclosure or to obtain an order or other assurance that such information will be accorded confidential treatment.

10.5 Survival of Confidentiality

All covenants of confidentiality herein shall survive the Term of this agreement by three (3) additional years counting from the date of termination of this Agreement.

11. MISCELLANEOUS

11.1 No Waiver

The failure by either Party to enforce or take advantage of any of the provisions of this Agreement shall not constitute nor be construed as a waiver of such provisions or of the right subsequently to enforce or take advantage of each and every such provision.

11.2 Default

If either of the Parties should be in default (the "Defaulting Party") of any obligation or requirement under this Agreement, the Party affected may give written notice to the Defaulting Party specifying the default and, upon doing so, will give the Defaulting Party a grace period of 30 days (the "Grace Period") to cure such default or to take such reasonable steps to cure without undue delay such default prior to seeking any remedy it may have on account of such default. The Defaulting Party shall lose no rights under this Agreement if it cures the stated default within the Grace Period.

11.3 Notices

Any formal notice between the Parties hereto will be in writing and may be delivered by any method, including email, provided receipt is acknowledged by the receiving party or it may be either personally delivered or sent by facsimile or by registered mail to the appropriate party at the address noted for that party on the first page of this Agreement, or such other address as may be designated by a party in a written notice sent to the other party in accordance with this paragraph. Any notice or other communication sent by registered mail will be effective seven calendar days from the day that it was sent, or if by any other method in accordance with this paragraph, the day following its receipt.

11.4 **Assignment**

Neither party may assign this Agreement without the prior written consent of the other. However, Reseller agrees that Packetera may assign this entire Agreement to an affiliate or sell, transfer or assign any account receivable under it to a financing institution to enforce the Packetera's rights to receive payment from Reseller. This Agreement will be binding upon any authorized assignee or successor of Reseller or Packetera.

11.5 **Compliance with Law**

Each of the Parties agrees to comply with all applicable laws, rules and regulations of the jurisdictions in which it operates and to do nothing to cause the other to violate the law, rules and regulations of those jurisdictions. If this Agreement or the performance hereof, is determined to be contrary of the laws, rules or regulations of the Territory or of Canada, this Agreement will automatically terminate subject the terms of Termination outlined in this Agreement.

12. **GENERAL**

12.1 **Entire Agreement**

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral, express or implied, statutory or otherwise.

12.2 **Amendment**

No amendment, supplement, restatement or termination of any provision of this Agreement is binding upon the Parties hereto unless it is in writing and signed by an authorized representative of each Party to this Agreement at the time of the amendment, supplement, restatement or termination.

12.3 **Severability**

If any provision or any portion of any provision of this Agreement shall be held unlawful or unenforceable, the balance of such provision and all other provisions hereof shall nonetheless in all respects remain binding and effective and shall be construed in full force and effect to the extent lawfully permissible.

12.5 **Time of Essence**

Time is of the essence in the performance of the terms and conditions of this Agreement.

12.6 Enurement

This Agreement enures to the benefit of and binds the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

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12.7 Counterpart Signature and Facsimile Delivery

This Agreement may be executed in two or more counterparts and may be delivered by facsimile, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the Effective Date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives:


PACKETERA COMMUNICATIONS INC.

Per:


Kevin Penstock

RESELLER NAME

Per:


Authorized Signatory

Bruce York
(Print name)

Title:

FOUNDER, CEO

Title:

CEO

Signature
Date:

Sep 1, 2009

Signature
Date:

26/08/09

SCHEDULES and APPENDIX

EL *GA*

ISOURCE COMMUNICATIONS INC - Schedule "A"
REVENUE SHARE TERMS AND CONDITIONS

DATE: Aug 10, 2009

A) REVENUE DEFINITIONS:

1. **Internet Service Revenues;** Consist of Registration or Setup or Subscription or Activation fees or any online service and charges upon the registration or activation of a product.
 - a. *Terms: Revenue share calculated on GROSS SALES Revenues net of taxes and merchant processing service charges*
2. **Carrier Services Revenues;** Consists of Origination/Termination and Long Distance Revenues; generated from the use of carrier communications services, long distance, talk time and other fees associated with the use of a PIN account
 - a. *Terms: Commissions calculated on NET MARGIN net of provider costs, taxes and merchant processing service charges*
3. **Product Revenues;** the sales of physical devices or downloadable software products such as SIP Softphones, Wifi phones, USB memory sticks or physical calling cards
 - a. *Terms: Commissions calculated on NET MARGIN net of device costs, codec royalties, taxes and merchant processing service charges*
4. **Additional web design, integration or custom development Revenues;** consist of additional referral services for web design, integration or other custom development
 - a. *Terms: Commissions calculated on NET MARGIN net of provider costs, taxes and merchant processing service charges*

B) COMMISSIONS

1. ITOKK WIRELESS (see sales forecast herein)

- (a) New Client Accounts
 - i. eight percent (8%) paid up to 100 activations per calendar month
 - ii. ten percent (10%) paid on activations over 100 activations per calendar month
- (b) All Renewals ten percent (8%)

2. ITOKK CLICKTOCALL

- a. API integration method (carrier service revenues only)
 - i. New Client Accounts
 - eight percent (8%) paid up to 100 activations per calendar month
 - ten percent (10%) paid on activations over 100 activations per calendar month
 - ii. All Renewals ten percent (8%)
- b. Upgrade Accounts (Subscription Fee)
 - i. New Upgrade Accounts: **twenty percent (20%)**
 - ii. Maintain quota (_100_ sales) two months consecutive: **Thirty percent (30%)**
 - iii. All Renewals Fifteen percent (15%)

ITokk Sales forecast

YR1: REVENUE PROFORMA ISOURCE COMMUNICATIONS

Assumptions

Average No. Subscribers per Agent/Dist	5,000
Conversion rate (one time registration)	20%
Conversion to active subscriber	30%
Conversion to device sales	20%

REVENUE SOURCES	Retail	Cost	GP/Unit/month
ITokk Click/Call	\$ 300.00	\$ 150.00	\$ 150.00
ITokk Wireless	\$ 25.00	\$ 12.50	\$ 12.50
Softphones/Calling cards	\$ 12.00	\$ 6.00	\$ 6.00
Device sales	\$ 100.00	\$ 80.00	\$ 20.00
LD Revenue (average 475min/month)	\$ 393.00	\$ 157.20	\$ 235.80
ARPU (average revenue per user)	\$ 830.00		\$ 424.30

Gross Revenue

	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10
Total Market Base via Agents	500	1,500	4,000	6,500	11,500	21,500	31,500
Total downloads and registrations	100	300	800	1,300	2,300	4,300	6,300
Total active subscribers	30	90	240	390	690	1,290	1,890
Conversion (one time registration revenue)	\$ 10,110	\$ 20,220	\$ 50,550	\$ 50,550	\$ 101,100	\$ 202,200	\$ 202,200
Device sales	\$ 600	\$ 1,200	\$ 3,000	\$ 3,000	\$ 6,000	\$ 12,000	\$ 12,000
Recurring LD revenue	\$ 983	\$ 983	\$ 2,948	\$ 7,860	\$ 12,773	\$ 22,596	\$ 42,249
Total Revenue	\$ 11,693	\$ 22,403	\$ 56,498	\$ 61,410	\$ 119,873	\$ 236,798	\$ 256,448

Cost of Sales

Agents commissions	\$ 5,055	\$ 10,110	\$ 25,275	\$ 25,275	\$ 50,550	\$ 101,100	\$ 101,100
Device costs	\$ 480	\$ 960	\$ 2,400	\$ 2,400	\$ 4,800	\$ 9,600	\$ 9,600
LD per minute costs	\$ 393	\$ 1,179	\$ 3,144	\$ 5,109	\$ 9,039	\$ 16,899	\$ 24,759
Total Cost	\$ 5,928	\$ 12,249	\$ 30,819	\$ 32,784	\$ 64,389	\$ 127,599	\$ 135,459

Gross Profit

	\$ 5,765	\$ 10,154	\$ 25,679	\$ 28,626	\$ 55,484	\$ 109,199	\$ 120,989
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Gross Revenue

	Month 7	Month 8	Month 9	Month 10	Month 11	Total
No. of New Community Sales	2	3	4	5	6	26
Total Market Base via Agents	41,500	56,500	76,500	101,500	131,500	131,500
Total downloads and registrations	8,300	11,300	15,300	20,300	26,300	26,300
Total active subscribers	2,490	3,390	4,590	6,090	7,890	7,890
Conversion (one time registration revenue)	\$ 292,200	\$ 303,300	\$ 404,400	\$ 505,500	\$ 606,600	\$ 2,658,930
Device sales	\$ 12,000	\$ 18,000	\$ 24,000	\$ 30,000	\$ 36,000	\$ 157,800
Recurring LD revenue	\$ 61,898	\$ 81,548	\$ 111,023	\$ 150,323	\$ 199,448	\$ 694,628
Total Revenue	\$ 276,098	\$ 402,848	\$ 539,423	\$ 685,823	\$ 842,048	\$ 3,511,358

Cost of Sales

Agents commissions	\$ 101,100	\$ 151,650	\$ 202,200	\$ 252,750	\$ 303,300	\$ 1,329,465
Device costs	\$ 9,600	\$ 14,400	\$ 19,200	\$ 24,000	\$ 28,800	\$ 126,240
LD per minute costs	\$ 32,819	\$ 44,409	\$ 60,129	\$ 79,779	\$ 103,589	\$ 380,817
Total Cost	\$ 143,519	\$ 210,459	\$ 281,529	\$ 356,529	\$ 435,459	\$ 1,836,522

Gross Profit

	\$ 132,779	\$ 192,389	\$ 257,894	\$ 329,294	\$ 406,589	\$ 1,674,836
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C) APPLIES TO THE FOLLOWING PRODUCTS AND SERVICES

Npoints-Framework products and services restricted to the following products and services as demonstrated at;

1. Web Callback, www.itokkclicktocall.com
2. iTokk wireless, www.itokkwireless.com
3. iTokk gadgets, www.itokkgadgets.com

D) TERRITORY EXCLUSIVITY TERMS;

1. Industry + Territory vertical exclusivity

Industries within CANADA and the USA		
Charities		
Gaming		
Home based Internet Marketing	Such as www.callgateway.com , www.xtremerep.com and www.voiceoption.com	

E) DISTRIBUTION OF PROCEEDS FROM SALES "COMMISSION"

1. Packetera and Distributor shall distribute "commissions" of revenues as per the terms herein with regard to payments received from Customers in accordance with the provisions set out herein. Distributor acknowledges that such Commissions are the only remuneration it will receive from Packetera. Distributor will not be entitled to any Commissions for sales or amounts invoiced by Packetera to Customer for:
 - (i) for which Packetera does not receive payment.
 - (ii) Applicable taxes
2. Payments to Distributor will be made on the 15th of each month for the prior months sales activities of the Term or any Renewal Term if applicable. Each such payment shall include Commission payable with regard to each invoice rendered by Packetera to Subscriber for which full payment or the balance due has been received in that month.
3. Packetera shall not be responsible for compensating Distributor for Client orders that are cancelled or delayed due to provisioning problems or errors of Packetera.
4. The entitlement of Distributor to any and all Commissions, including any one-time payment or ongoing commissions payable, shall cease as of the date of termination or expiration of this Agreement and Packetera shall be under no obligation whatsoever to pay any Commissions, damages, costs or expenses of any kind or nature to the Distributor, nor any Commissions which, if this Agreement had not been terminated, would otherwise become due and payable.

Amendment to Schedule "A"

Reference to Reseller Platform Agreement dated and signed: 08-10-09

1. The parties agree to market and sell the Click-to-Call button in the following bundles and price levels as follows;
 - a. Basic Retail Bundled price with Website template and Click-to-Call button:
 - b. Comes with basic rep site with 6-7 pages, ability to edit pages, a click-to-call button with 50 free minutes N.America
 - i. Setup fee: \$24.95 (basic rep website with click-to-call)
 1. Parties agree to distribute revenues as follows
 - Less royalty to Packetera for Click-to-Call: \$8
 - Less royalty to Packetera for Website: \$8
 - Balance to Isource: \$8.95
 - ii. Monthly recurring fee: \$16.95
 - Parties agree to distribute revenues as follows
 - Less royalty to Packetera for Click-to-Call: \$1.75
 - Less royalty to Packetera for Website: \$1.75
 - Balance to Isource: \$13.50
 - iii. Parties to allocate 5% of revenues to support and maintenance
 - c. Second option for customer to Pay in advance \$194.45 and get 1 Month FREE

1st OPTION

Monthly subscription Plan

Allocation of revenue
for monthly
subscription

	Setup fee	\$	24.95	Less Support	5%	Net
Isource		\$	8.95	\$	0.45	\$ 8.50
Packetera		\$	8.00	\$	0.40	\$ 7.60
Pack/Joomla		\$	8.00	\$	0.40	\$ 7.60

	Monthly (recurring)	\$	17.00	Less Support	Net	
Isource		\$	5.96	\$	0.30	\$ 5.66
Packetera		\$	5.52	\$	0.27	\$ 5.25
Pack/Joomla		\$	5.52	\$	0.27	\$ 5.25

Customer terms: They will be redirected to paypal where they will make one payment of \$24.95 and sign up for a subscription of \$17 per month for 11 months. They can cancel the contract at anytime.

2nd OPTION**Pay in advance, get one month free.**Allocation of revenue
for advance payment

	Advance fee	\$	194.95	Less Support 5%	Net
Isource	\$	- 8.95	\$	- 0.45	\$ 8.50
Packetera	\$	- 8.00	\$	- 0.40	\$ 7.60
Pack/Joomla	\$	- 8.00	\$	- 0.40	\$ 7.60
Sub total			\$	1.25	\$ 23.70

	Advance fee net of sign up allocation	\$	170.00	Less Support	Net
Isource	\$	59.50	\$	2.97	\$ 56.53
Packetera	\$	55.25	\$	2.76	\$ 52.49
Pack/Joomla	\$	55.25	\$	2.76	\$ 52.49

Total one time payment to:

Isource	\$65.03
Packetera	\$120.18
Packetera Support	\$9.74
Total	\$194.95

Customer terms: They will be redirected to paypal where they will make one advance payment of \$194.45. This will activate their account for 1 year..

Paypal fees: There will be paypal fees, so the amounts to be distributed will be net of paypal fees. We can prorate the allocations above to subtract the paypal fees.

3. Upgrades to websites, click-to-call and recharges to Click-to-call

- ii. Upgrade to websites with more features. To be explained in subsequent document and agreement
- iii. Upgrade to Click-to-Call as published on _____
- iv. Recharges to Click-to-call: revenues to be as agreed in Section 4 below

4. Collection and distribution of funds

- a. Packetera to host online payment and collect setup fees
- b. Packetera to host online payment and collect monthly recurring fees
- c. Packetera to settle revenue share to ISOURCE weekly via Wire Transfer or online payment transfer as per revenue share terms in section 2.(b)
- d. Packetera to host online payment and collect minute recharge purchases

- e. Packetera to settle recharge commissions weekly via Wire Transfer or online payment transfer as per revenue share terms in Section 4.
- 5. Commissions will be paid to Agent at the end of each month with regard to each invoice rendered by Packetera to Client for which full payment or the balance due for the invoice has been received in that month.
- 6. The entitlement of Agent to Commissions, other than for those already due and payable, shall cease as of the date of termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this amendment to the Agreement to be executed by their duly authorized representatives:

PACKETERA COMMUNICATIONS INC.

Per:



 Kevin Penstock

Title:

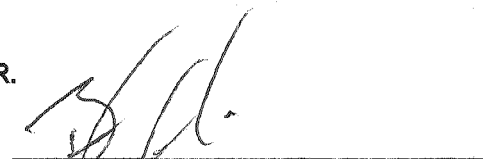
President

Signature
 Date:

Sep 1, 2009

RESELLER.

Per:



 Authorized Signatory

BRUCE YOUNG

 (Print name)

Title:

CEO

Signature
 Date:

26/08/09

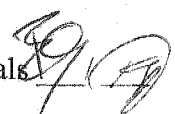


Exhibit 4

Articles of Incorporation

Bylaws

SECRETARY OF STATE



CORPORATE CHARTER

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that **SHADOW MARKETING INC.** did on **September 19, 2003** file in this office the original Articles of Incorporation; that said Articles are now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said Articles contain all the provisions required by the law of said State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on **September 19, 2003**.



DEAN HELLER
Secretary of State

By

Certification Clerk

Articles of Incorporation

Of

Shadow Marketing Inc.

C 22860-03

FILED # _____

SEP 19 2003

IN THE OFFICE OF
Don Hill
DEAN HILLER SECRETARY OF STATE

First. The name of the corporation is Shadow Marketing Inc.

Second. The registered office of the corporation in the State of Nevada is located at 1802 N. Carson Street, Suite 212, Carson City, Nevada 89701. The corporation may maintain an office, or offices, in such other places within or without the State of Nevada as may be from time to time designated by the Board of Directors or the By-Laws of the corporation. The corporation may conduct all corporation business of every kind and nature outside the State of Nevada as well as within the State of Nevada.

Third. The objects for which this corporation is formed are to engage in any lawful activity, including, but not limited to the following:

- a) Shall have such rights, privileges and powers as may be conferred upon corporations by any existing law.
- b) May at any time exercise such rights, privileges and powers, when not inconsistent with the purposes and objects for which this corporation is organized.
- c) Shall have power to have succession by its corporate name for the period limited in its certificate or articles of incorporation, and when no period is limited, perpetually, or until dissolved and its affairs wound up according to law.
- d) Shall have power to sue and be sued in any court of law or equity.
- e) Shall have power to make contracts.
- f) Shall have power to hold, purchase and convey real and personal estate and to mortgage or lease any such real and personal estate with its franchises. The power to hold real and personal estate shall include the power to take the same by devise or bequest in the State of Nevada, or in any other state, territory or country.
- g) Shall have power to appoint such officers and agents as the affairs of the corporation shall require, and to allow them suitable compensation.
- h) Shall have power to make By-Laws not inconsistent with the constitution or laws of the United States, or of the State of Nevada, for the management, regulation and government of its affairs and property, the transfer of its stock, the transaction of its business, and the calling and holding of meetings of its stockholders.
- i) Shall have power to wind up and dissolve itself, or be wound up or dissolved.
- j) Shall have power to adopt and use a common seal or stamp, and alter the same at pleasure. The use of a seal or stamp by the corporation on any corporate documents is not necessary. The corporation may use a seal or stamp, if it desires, but such use or nonuse shall not in any way affect the legality of the document.
- k) Shall have the power to borrow money and contract debts when necessary for the transaction of its business, or for the exercise of its corporate rights, privileges or franchises, or for any other lawful purpose of its incorporation; to issue bonds, promissory notes, bills of exchange, debentures, and other obligations and evidences

of indebtedness, payable at a specified time or times, or payable upon the happening of a specified event or events, whether secured by mortgage, pledge or otherwise, or unsecured, for money borrowed, or in payment for property purchased, or acquired, or for any other lawful object.

- l) Shall have power to guarantee, purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of the shares of the capital stock of, or any bonds, securities or evidences of the indebtedness created by, any other corporation or corporations of the State of Nevada, or any other state or government, and, while owners of such stock, bonds, securities or evidences of indebtedness, to exercise all rights, powers and privileges of ownership, including the right to vote, if any.
- m) Shall have power to purchase, hold, sell and transfer shares of its own capital stock, and use therefore its capital, capital surplus, surplus, or other property to fund.
- n) Shall have power to conduct business, have one or more offices, and conduct any legal activity in the State of Nevada, and in any of the several states, territories, possessions and dependencies of the United States, the District of Columbia, and any foreign countries.
- o) Shall have power to do all and everything necessary and proper for the accomplishment of the objects enumerated in its certificate or articles of incorporation, or any amendment thereof, or necessary or incidental to the protection and benefit of the corporation, and, in general, to carry on any lawful business necessary or incidental to the attainment of the objects of the corporation, whether or not such business is similar in nature to the objects set forth in the certificate or articles of incorporation of the corporation, or any amendments thereof.
- p) Shall have power to make donations for the public welfare or for charitable, scientific or educational purposes.
- q) Shall have power to enter into partnerships, general or limited, or joint ventures, in connection with any lawful activities, as may be allowed by law.

Fourth. That the total number of common stock authorized that may be issued by the Corporation is Seventy-Five Million (75,000,000) shares of stock with a par value of One-Tenth of One Cent (\$0.001) per share and no other class of stock shall be authorized. Said shares may be issued by the corporation from time to time for such considerations as may be fixed by the Board of Directors.

Fifth. The governing board of the corporation shall be known as directors, and the number of directors may from time to time be increased or decreased in such manner as shall be provided by the By-Laws of this corporation, providing that the number of directors shall not be reduced to fewer than one (1).

The first Board of Directors shall be one (1) in number and the name and post office address of the Director shall be listed as follows:

Daniel A. Kramer
1802 N. Carson St., Ste. 212, Carson City, NV 89701

Sixth. The capital stock, after the amount of the subscription price, or par value, has been paid in, shall not be subject to assessment to pay the debts of the corporation.

Seventh. The name and post office address of the Incorporator signing the Articles of Incorporation is as follows:

Daniel A. Kramer
1802 N. Carson St., Ste. 212, Carson City, NV 89701

Eighth. The Resident Agent for this corporation shall be VAL-U-CORP SERVICES, INC. The address of the Resident Agent, and, the registered or statutory address of this corporation in the State of Nevada, shall be: 1802 N. Carson Street, Suite 212, Carson City, Nevada 89701.

Ninth. The corporation is to have perpetual existence.

Tenth. In furtherance and not in limitation of the powers conferred by the statute, the Board of Directors is expressly authorized:

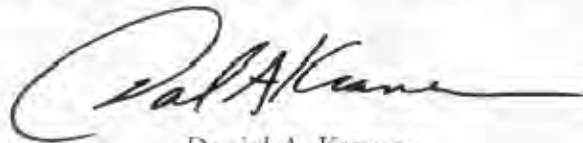
- a) Subject to the By-Laws, if any, adopted by the Stockholders, to make, alter or amend the By-Laws of the corporation.
- b) To fix the amount to be reserved as working capital over and above its capital stock paid in; to authorize and cause to be executed, mortgages and liens upon the real and personal property of this corporation.
- c) By resolution passed by a majority of the whole Board, to designate one (1) or more committees, each committee to consist of one or more of the Directors of the corporation, which, to the extent provided in the resolution, or in the By-Laws of the corporation, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation. Such committee, or committees, shall have such name, or names as may be stated in the By-Laws of the corporation, or as may be determined from time to time by resolution adopted by the Board of Directors.
- d) When and as authorized by the affirmative vote of the Stockholders holding stock entitling them to exercise at least a majority of the voting power given at a Stockholders meeting called for that purpose, or when authorized by the written consent of the holders of at least a majority of the voting stock issued and outstanding, the Board of Directors shall have power and authority at any meeting to sell, lease or exchange all of the property and assets of the corporation, including its good will and its corporate franchises, upon such terms and conditions as its Board of Directors deems expedient and for the best interests of the corporation.

Eleventh. No shareholder shall be entitled as a matter of right to subscribe for or receive additional shares of any class of stock of the corporation, whether now or hereafter authorized, or any bonds, debentures or securities convertible into stock, but such additional shares of stock or other securities convertible into stock may be issued or disposed of by the Board of Directors to such persons and on such terms as in its discretion it shall deem advisable.

Twelfth. No Director or Officer of the corporation shall be personally liable to the corporation or any of its stockholders for damages for breach of fiduciary duty as a Director or Officer involving any act or omission of any such Director or Officer; provided, however, that the foregoing provision shall not eliminate or limit the liability of a Director or Officer (i) for acts or omissions which involve intentional misconduct, fraud or a knowing violation of the law, or (ii) the payment of dividends in violation of Section 78.300 of the Nevada Revised Statutes. Any repeal or modification of this Article by the Stockholders of the corporation shall be prospective only, and shall not adversely affect any limitations on the personal liability of a Director or Officer of the corporation for acts or omissions prior to such repeal or modification.

Thirteenth. This corporation reserves the right to amend, alter, change or repeal any provision contained in the Articles of Incorporation, in the manner now or hereafter prescribed by statute, or by the Articles of Incorporation, and all rights conferred upon Stockholders herein are granted subject to this reservation.

I, the undersigned, being the Incorporator hereinbefore named for the purpose of forming a corporation pursuant to General Corporation Law of the State of Nevada, do make and file these Articles of Incorporation, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set my hand this September 10, 2003.



Daniel A. Kramer
Incorporator

**Certificate of Acceptance
By Resident Agent**

I, Val-U-Corp Services, Inc., hereby accept appointment as Resident Agent for the previously named corporation this September 10, 2003.

Val-U-Corp Services, Inc.



By: Daniel A. Kramer
As President

BANK AND SIGNING OFFICERS

BE IT RESOLVED THAT the Bank of Montreal be appointed the banker of the Company, and that the Company do adopt as its banking resolutions the form of banking resolutions prescribed by the Company's bankers and that the Secretary be and he is hereby authorized to execute as an act of the Company such banking documents under the corporate seal of the Company where required.

I, the undersigned, being the sole director of the Company, hereby consent to the foregoing resolutions.

DATED as of this 19th day of September, 2003.


Greg Fedun

090201
090201



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

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 20100312349-45 Filing Date and Time 05/06/2010 8:00 AM Entity Number C22860-2003
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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:

iTokk, Inc.

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

The corporations aggregate number of authorized shares shall increase from 201,000,000 with par value 0.001 to 3,000,000,000 shares with a par value 0.0001. Which will include one (1) million Series A Preferred stock with special rights and privileges, fifty nine (59) million Series B Preferred stock with special rights and privileges, forty (40) million Preferred Series C stock with special rights and privileges. Remaining two billion nine hundred million (2,900,000,000) common shares. Please see Exhibit A for rights and privileges.

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: 75%

4. Effective date of filing: (optional)

(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: 3-6-09

150101



ROSS MILLER
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Certificate of Designation
(PURSUANT TO NRS 78.1955)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 20100312351-88 Filing Date and Time 05/06/2010 8:00 AM Entity Number C22860-2003
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Certificate of Designation For
Nevada Profit Corporations
(Pursuant to NRS 78.1955)

1. Name of corporation:

ITOKK, Inc.

2. By resolution of the board of directors pursuant to a provision in the articles of incorporation this certificate establishes the following regarding the voting powers, designations, preferences, limitations, restrictions and relative rights of the following class or series of stock.

See Attached Exhibit A for a list of voting powers, designations, preferences, limitations, restrictions and relative rights and privileges of the Series A Preferred, Series B Preferred, Series C Preferred.

NUMBER OF SHARES DESIGNATED:

- Series A: 1,000,000
- Series B: 59,000,000
- Series C: 40,000,000

3. Effective date of filing: (optional)

(must not be later than 90 days after the certificate is filed)

4. Signature: (required)

X

Signature of Officer

Filing Fee: \$175.00

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.

BYLAWS
of
SHADOW MARKETING INC.
(the "Corporation")

ARTICLE I: MEETINGS OF SHAREHOLDERS

Section 1 - Annual Meetings

The annual meeting of the shareholders of the Corporation shall be held at the time fixed, from time to time, by the Board of Directors.

Section 2 - Special Meetings

Special meetings of the shareholders may be called by the Board of Directors or such person or persons authorized by the Board of Directors.

Section 3 - Place of Meetings

Meetings of shareholders shall be held at the registered office of the Corporation, or at such other places, within or without the State of Nevada as the Board of Directors may from time to time fix.

Section 4 - Notice of Meetings

A notice convening an annual or special meeting which specifies the place, day, and hour of the meeting, and the general nature of the business of the meeting, must be faxed, personally delivered or mailed postage prepaid to each shareholder of the Corporation entitled to vote at the meeting at the address of the shareholder as it appears on the stock transfer ledger of the Corporation, at least ten (10) days prior to the meeting. Accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, a shareholder will not invalidate the proceedings at that meeting.

Section 5 - Action Without a Meeting

Unless otherwise provided by law, any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting, without prior notice and without a vote if written consents are signed by shareholders representing a majority of the shares entitled to vote at such a meeting, except however, if a different proportion of voting power is required by law, the Articles of Incorporation or these Bylaws, than that proportion of written consents is required. Such written consents must be filed with the minutes of the proceedings of the shareholders of the Corporation.

Section 6 - Quorum

- a) No business, other than the election of the chairman or the adjournment of the meeting, will be transacted at an annual or special meeting unless a quorum of shareholders, entitled to attend and vote, is present at the commencement of the meeting, but the quorum need not be present throughout the meeting.
- b) Except as otherwise provided in these Bylaws, a quorum is two persons present and being, or representing by proxy, shareholders of the Corporation.
- c) If within half an hour from the time appointed for an annual or special meeting a quorum is not present, the meeting shall stand adjourned to a day, time and place as determined by the chairman of the meeting.

Section 7 - Voting

Subject to a special voting rights or restrictions attached to a class of shares, each shareholder shall be entitled to one vote for each share of stock in his or her own name on the books of the corporation, whether represented in person or by proxy.

Section 8 - Motions

No motion proposed at an annual or special meeting need be seconded.

Section 9 - Equality of Votes

In the case of an equality of votes, the chairman of the meeting at which the vote takes place is not entitled to have a casting vote in addition to the vote or votes to which he may be entitled as a shareholder or proxyholder.

Section 10 - Dispute as to Entitlement to Vote

In a dispute as to the admission or rejection of a vote at an annual or special meeting, the decision of the chairman made in good faith is conclusive.

Section 11 - Proxy

- a) Each shareholder entitled to vote at an annual or special meeting may do so either in person or by proxy. A form of proxy must be in writing under the hand of the appointor or of his or her attorney duly authorized in writing, or, if the appointor is a corporation, either under the seal of the corporation or under the hand of a duly authorized officer or attorney. A proxyholder need not be a shareholder of the Corporation.
- b) A form of proxy and the power of attorney or other authority, if any, under which it is signed or a facsimiled copy thereof must be deposited at the registered office of the Corporation or at such other place as is specified for that purpose in the notice convening the meeting. In addition to any other method of depositing proxies provided for in these Bylaws, the Directors may from time to time by resolution make regulations relating to the depositing of proxies at a

place or places and fixing the time or times for depositing the proxies not exceeding 48 hours (excluding Saturdays, Sundays and holidays) preceding the meeting or adjourned meeting specified in the notice calling a meeting of shareholders.

ARTICLE II: BOARD OF DIRECTORS

Section 1 - Number, Term, Election and Qualifications

- a) The first Board of Directors of the Corporation, and all subsequent Boards of the Corporation, shall consist of not less than one (1) and not more than nine (9) directors. The number of Directors may be fixed and changed from time to time by ordinary resolution of the shareholders of the Corporation.
- b) The first Board of Directors shall hold office until the first annual meeting of shareholders and until their successors have been duly elected and qualified or until there is a decrease in the number of directors. Thereinafter, Directors will be elected at the annual meeting of shareholders and shall hold office until the annual meeting of the shareholders next succeeding his or her election, or until his or her prior death, resignation or removal. Any Director may resign at any time upon written notice of such resignation to the Corporation.
- c) A casual vacancy occurring in the Board may be filled by the remaining Directors.
- d) Between successive annual meetings, the Directors have the power to appoint one or more additional Directors but not more than 1/2 of the number of Directors fixed at the last shareholder meeting at which Directors were elected. A Director so appointed holds office only until the next following annual meeting of the Corporation, but is eligible for election at that meeting. So long as he or she is an additional Director, the number of Directors will be increased accordingly.
- e) A Director is not required to hold a share in the capital of the Corporation as qualification for his or her office.

Section 2 - Duties, Powers and Remuneration

- a) The Board of Directors shall be responsible for the control and management of the business and affairs, property and interests of the Corporation, and may exercise all powers of the Corporation, except for those powers conferred upon or reserved for the shareholders or any other persons as required under Nevada state law, the Corporation's Articles of Incorporation or by these Bylaws.
- b) The remuneration of the Directors may from time to time be determined by the Directors or, if the Directors decide, by the shareholders.

Section 3 - Meetings of Directors

- a) The President of the Corporation shall preside as chairman at every meeting of the Directors, or if the President is not present or is willing to act as chairman, the Directors present shall choose one of their number to be chairman of the meeting.

- b) The Directors may meet together for the dispatch of business, and adjourn and otherwise regulate their meetings as they think fit. Questions arising at a meeting must be decided by a majority of votes. In case of an equality of votes the chairman does not have a second or casting vote. Meetings of the Board held at regular intervals may be held at the place and time upon the notice (if any) as the Board may by resolution from time to time determine.
- c) A Director may participate in a meeting of the Board or of a committee of the Directors using conference telephones or other communications facilities by which all Directors participating in the meeting can hear each other and provided that all such Directors agree to such participation. A Director participating in a meeting in accordance with this Bylaw is deemed to be present at the meeting and to have so agreed. Such Director will be counted in the quorum and entitled to speak and vote at the meeting.
- d) A Director may, and the Secretary on request of a Director shall, call a meeting of the Board. Reasonable notice of the meeting specifying the place, day and hour of the meeting must be given by mail, postage prepaid, addressed to each of the Directors and alternate Directors at his or her address as it appears on the books of the Corporation or by leaving it at his or her usual business or residential address or by telephone, facsimile or other method of transmitting legibly recorded messages. It is not necessary to give notice of a meeting of Directors to a Director immediately following a shareholder meeting at which the Director has been elected, or is the meeting of Directors at which the Director is appointed.
- e) A Director of the Corporation may file with the Secretary a document executed by him waiving notice of a past, present or future meeting or meetings of the Directors being, or required to have been, sent to him and may at any time withdraw the waiver with respect to meetings held thereafter. After filing such waiver with respect to future meetings and until the waiver is withdrawn no notice of a meeting of Directors need be given to the Director. All meetings of the Directors so held will be deemed not to be improperly called or constituted by reason of notice not having been given to the Director.
- f) The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and if not so fixed is a majority of the Directors or, if the number of Directors is fixed at one, is one Director.
- g) The continuing Directors may act notwithstanding a vacancy in their body but, if and so long as their number is reduced below the number fixed pursuant to these Bylaws as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, or of summoning a shareholder meeting of the Corporation, but for no other purpose.
- h) All acts done by a meeting of the Directors, a committee of Directors, or a person acting as a Director, will, notwithstanding that it be afterwards discovered that there was some defect in the qualification, election or appointment of the Directors, shareholders of the committee or person acting as a Director, or that any of them were disqualified, be as valid as if the person had been duly elected or appointed and was qualified to be a Director.

- i) A resolution consented to in writing, whether by facsimile or other method of transmitting legibly recorded messages, by all of the Directors is as valid as if it had been passed at a meeting of the Directors duly called and held. A resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution must be filed with the minutes of the proceedings of the directors and is effective on the date stated on it or on the latest date stated on a counterpart.
- j) All Directors of the Corporation shall have equal voting power.

Section 4 - Removal

One or more or all the Directors of the Corporation may be removed with or without cause at any time by a vote of two-thirds of the shareholders entitled to vote thereon, at a special meeting of the shareholders called for that purpose.

Section 5 - Committees

- a) The Directors may from time to time by resolution designate from among its members one or more committees, and alternate members thereof, as they deem desirable, each consisting of one or more members, with such powers and authority (to the extent permitted by law and these Bylaws) as may be provided in such resolution. Each such committee shall serve at the pleasure of the Board of Directors and unless otherwise stated by law, the Certificate of Incorporation of the Corporation or these Bylaws, shall be governed by the rules and regulations stated herein regarding the Board of Directors.
- b) Each Committee shall keep regular minutes of its transactions, shall cause them to be recorded in the books kept for that purpose, and shall report them to the Board at such times as the Board may from time to time require. The Board has the power at any time to revoke or override the authority given to or acts done by any Committee.

ARTICLE III: OFFICERS

Section 1 - Number, Qualification, Election and Term of Office

- a) The Corporation's officers shall have such titles and duties as shall be stated in these Bylaws or in a resolution of the Board of Directors which is not inconsistent with these Bylaws. The officers of the Corporation shall consist of a president, secretary, treasurer, and also may have one or more vice presidents, assistant secretaries and assistant treasurers and such other officers as the Board of Directors may from time to time deem advisable. Any officer may hold two or more offices in the Corporation, and may or may not also act as a Director.
- b) The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.
- c) Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his or her election, and until his or her successor shall have been duly elected and qualified, subject to earlier termination by his or her death, resignation or removal.

Section 2 - Resignation

Any officer may resign at any time by giving written notice of such resignation to the Corporation.

Section 3 - Removal

Any officer appointed by the Board of Directors may be removed by a majority vote of the Board, either with or without cause, and a successor appointed by the Board at any time, and any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer.

Section 4 - Remuneration

The remuneration of the Officers of the Corporation may from time to time be determined by the Directors or, if the Directors decide, by the shareholders.

Section 5 - Conflict of Interest

Each officer of the Corporation who holds another office or possesses property whereby, whether directly or indirectly, duties or interests might be created in conflict with his or her duties or interests as an officer of the Corporation shall, in writing, disclose to the President the fact and the nature, character and extent of the conflict and abstain from voting with respect to any resolution in which the officer has a personal interest.

ARTICLE V: SHARES OF STOCK

Section 1 - Certificate of Stock

- a) The shares of the Corporation shall be represented by certificates or shall be uncertificated shares.
- b) Certificated shares of the Corporation shall be signed, either manually or by facsimile, by officers or agents designated by the Corporation for such purposes, and shall certify the number of shares owned by the shareholder in the Corporation. Whenever any certificate is countersigned or otherwise authenticated by a transfer agent or transfer clerk, and by a registrar, then a facsimile of the signatures of the officers or agents, the transfer agent or transfer clerk or the registrar of the Corporation may be printed or lithographed upon the certificate in lieu of the actual signatures. If the Corporation uses facsimile signatures of its officers and agents on its stock certificates, it cannot act as registrar of its own stock, but its transfer agent and registrar may be identical if the institution acting in those dual capacities countersigns or otherwise authenticates any stock certificates in both capacities. If any officer who has signed or whose facsimile signature has been placed upon such certificate, shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.
- c) If the Corporation issued uncertificated shares as provided for in these Bylaws, within a reasonable time after the issuance or transfer of such uncertificated shares, and at least annually thereafter, the Corporation shall send the shareholder a written statement certifying the number of shares owned by such shareholder in the Corporation.

- d) Except as otherwise provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.
- e) If a share certificate:
 - (i) is worn out or defaced, the Directors shall, upon production to them of the certificate and upon such other terms, if any, as they may think fit, order the certificate to be cancelled and issue a new certificate;
 - (ii) is lost, stolen or destroyed, then upon proof being given to the satisfaction of the Directors and upon and indemnity, if any being given, as the Directors think adequate, the Directors shall issue a new certificate; or
 - (iii) represents more than one share and the registered owner surrenders it to the Corporation with a written request that the Corporation issue in his or her name two or more certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the certificate so surrendered, the Corporation shall cancel the certificate so surrendered and issue new certificates in accordance with such request.

Section 2 - Transfers of Shares

- a) Transfers or registration of transfers of shares of the Corporation shall be made on the stock transfer books of the Corporation by the registered holder thereof, or by his or her attorney duly authorized by a written power of attorney; and in the case of shares represented by certificates, only after the surrender to the Corporation of the certificates representing such shares with such shares properly endorsed, with such evidence of the authenticity of such endorsement, transfer, authorization and other matters as the Corporation may reasonably require, and the payment of all stock transfer taxes due thereon.
- b) The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

Section 3 - Record Date

- a) The Directors may fix in advance a date, which must not be more than 60 days permitted by the preceding the date of a meeting of shareholders or a class of shareholders, or of the payment of a dividend or of the proposed taking of any other proper action requiring the determination of shareholders as the record date for the determination of the shareholders entitled to notice of, or to attend and vote at, a meeting and an adjournment of the meeting, or entitled to receive payment of a dividend or for any other proper purpose and, in such case, notwithstanding anything in these Bylaws, only shareholders of records on the date so fixed will be deemed to be the shareholders for the purposes of this Bylaw.

- b) Where no record date is so fixed for the determination of shareholders as provided in the preceding Bylaw, the date on which the notice is mailed or on which the resolution declaring the dividend is adopted, as the case may be, is the record date for such determination.

Section 4 - Fractional Shares

Notwithstanding anything else in these Bylaws, the Corporation, if the Directors so resolve, will not be required to issue fractional shares in connection with an amalgamation, consolidation, exchange or conversion. At the discretion of the Directors, fractional interests in shares may be rounded to the nearest whole number, with fractions of 1/2 being rounded to the next highest whole number, or may be purchased for cancellation by the Corporation for such consideration as the Directors determine. The Directors may determine the manner in which fractional interests in shares are to be transferred and delivered to the Corporation in exchange for consideration and a determination so made is binding upon all shareholders of the Corporation. In case shareholders having fractional interests in shares fail to deliver them to the Corporation in accordance with a determination made by the Directors, the Corporation may deposit with the Corporation's Registrar and Transfer Agent a sum sufficient to pay the consideration payable by the Corporation for the fractional interests in shares, such deposit to be set aside in trust for such shareholders. Such setting aside is deemed to be payment to such shareholders for the fractional interests in shares not so delivered which will thereupon not be considered as outstanding and such shareholders will not be considered to be shareholders of the Corporation with respect thereto and will have no right except to receive payment of the money so set aside and deposited upon delivery of the certificates for the shares held prior to the amalgamation, consolidation, exchange or conversion which result in fractional interests in shares.

ARTICLE VI: DIVIDENDS

- a) Dividends may be declared and paid out of any funds available therefor, as often, in such amounts, and at such time or times as the Board of Directors may determine and shares may be issued pro rata and without consideration to the Corporation's shareholders or to the shareholders of one or more classes or series.
- b) Shares of one class or series may not be issued as a share dividend to shareholders of another class or series unless such issuance is in accordance with the Articles of Incorporation and:
 - (i) a majority of the current shareholders of the class or series to be issued approve the issue; or
 - (ii) there are no outstanding shares of the class or series of shares that are authorized to be issued as a dividend.

ARTICLE VII: BORROWING POWERS

- a) The Directors may from time to time on behalf of the Corporation:
 - (i) borrow money in such manner and amount, on such security, from such sources and upon such terms and conditions as they think fit,

- (ii) issue bonds, debentures and other debt obligations either outright or as security for liability or obligation of the Corporation or another person, and
- (iii) mortgage, charge, whether by way of specific or floating charge, and give other security on the undertaking, or on the whole or a part of the property and assets of the Corporation (both present and future).

b) A bond, debenture or other debt obligation of the Corporation may be issued at a discount, premium or otherwise, and with a special privilege as to redemption, surrender, drawing, allotment of or conversion into or exchange for shares or other securities, attending and voting at shareholder meetings of the Corporation, appointment of Directors or otherwise, and may by its terms be assignable free from equities between the Corporation and the person to whom it was issued or a subsequent holder thereof, all as the Directors may determine.

ARTICLE VIII: FISCAL YEAR

The fiscal year end of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors from time to time, subject to applicable law.

ARTICLE IX: CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be prescribed and altered, from time to time, by the Board of Directors. The use of a seal or stamp by the Corporation on corporate documents is not necessary and the lack thereof shall not in any way affect the legality of a corporate document.

ARTICLE X: AMENDMENTS

Section 1 - By Shareholders

All Bylaws of the Corporation shall be subject to alteration or repeal, and new Bylaws may be made by a majority vote of the shareholders at any annual meeting or special meeting called for that purpose.

Section 2 - By Directors

The Board of Directors shall have the power to make, adopt, alter, amend and repeal, from time to time, Bylaws of the Corporation.

ARTICLE XI: DISCLOSURE OF INTEREST OF DIRECTORS

a) A Director who is, in any way, directly or indirectly interested in an existing or proposed contract or transaction with the Corporation or who holds an office or possesses property whereby, directly or indirectly, a duty or interest might be created to conflict with his or her duty or interest as a Director, shall declare the nature and extent of his or her interest in such contract or transaction or of the conflict with his or her duty and interest as a Director, as the case may be.

b) A Director shall not vote in respect of a contract or transaction with the Corporation in which he is interested and if he does so his or her vote will not be counted, but he will be counted in the quorum present at the meeting at which the vote is taken. The foregoing prohibitions do not apply to:

- (i) a contract or transaction relating to a loan to the Corporation, which a Director or a specified corporation or a specified firm in which he has an interest has guaranteed or joined in guaranteeing the repayment of the loan or part of the loan;
- (ii) a contract or transaction made or to be made with or for the benefit of a holding corporation or a subsidiary corporation of which a Director is a director or officer;
- (iii) a contract by a Director to subscribe for or underwrite shares or debentures to be issued by the Corporation or a subsidiary of the Corporation, or a contract, arrangement or transaction in which a Director is directly or indirectly interested if all the other Directors are also directly or indirectly interested in the contract, arrangement or transaction;
- (iv) determining the remuneration of the Directors;
- (v) purchasing and maintaining insurance to cover Directors against liability incurred by them as Directors; or
- (vi) the indemnification of a Director by the Corporation.

c) A Director may hold an office or place of profit with the Corporation (other than the office of Auditor of the Corporation) in conjunction with his or her office of Director for the period and on the terms (as to remuneration or otherwise) as the Directors may determine. No Director or intended Director will be disqualified by his or her office from contracting with the Corporation either with regard to the tenure of any such other office or place of profit, or as vendor, purchaser or otherwise, and, no contract or transaction entered into by or on behalf of the Corporation in which a Director is interested is liable to be voided by reason thereof.

d) A Director or his or her firm may act in a professional capacity for the Corporation (except as Auditor of the Corporation), and he or his or her firm is entitled to remuneration for professional services as if he were not a Director.

e) A Director may be or become a director or other officer or employee of, or otherwise interested in, a corporation or firm in which the Corporation may be interested as a shareholder or otherwise, and the Director is not accountable to the Corporation for remuneration or other benefits received by him as director, officer or employee of, or from his or her interest in, the other corporation or firm, unless the shareholders otherwise direct.

ARTICLE XII: ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT

The Corporation shall, within sixty days after the filing of its Articles of Incorporation with the Secretary of State, and annually thereafter on or before the last day of the month in which the anniversary date of incorporation occurs each year, file with the Secretary of State a list of its president, secretary and treasurer and all of its Directors, along with the post office box or street address, either residence or business, and a designation of its resident agent in the state of Nevada. Such list shall be certified by an officer of the Corporation.

ARTICLE XIII: INDEMNITY OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

a) The Directors shall cause the Corporation to indemnify a Director or former Director of the Corporation and the Directors may cause the Corporation to indemnify a director or former director of a corporation of which the Corporation is or was a shareholder and the heirs and personal representatives of any such person against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, actually and reasonably incurred by him or them including an amount paid to settle an action or satisfy a judgment inactive criminal or administrative action or proceeding to which he is or they are made a party by reason of his or her being or having been a Director of the Corporation or a director of such corporation, including an action brought by the Corporation or corporation. Each Director of the Corporation on being elected or appointed is deemed to have contracted with the Corporation on the terms of the foregoing indemnity.

b) The Directors may cause the Corporation to indemnify an officer, employee or agent of the Corporation or of a corporation of which the Corporation is or was a shareholder (notwithstanding that he is also a Director), and his or her heirs and personal representatives against all costs, charges and expenses incurred by him or them and resulting from his or her acting as an officer, employee or agent of the Corporation or corporation. In addition the Corporation shall indemnify the Secretary or an Assistance Secretary of the Corporation (if he is not a full time employee of the Corporation and notwithstanding that he is also a Director), and his or her respective heirs and legal representatives against all costs, charges and expenses incurred by him or them and arising out of the functions assigned to the Secretary by the Corporation Act or these Articles and each such Secretary and Assistant Secretary, on being appointed is deemed to have contracted with the Corporation on the terms of the foregoing indemnity.

c) The Directors may cause the Corporation to purchase and maintain insurance for the benefit of a person who is or was serving as a Director, officer, employee or agent of the Corporation or as a director, officer, employee or agent of a corporation of which the Corporation is or was a shareholder and his or her heirs or personal representatives against a liability incurred by him as a Director, officer, employee or agent.

CERTIFIED TO BE THE BYLAWS OF:

SHADOW MARKETING INC.

per:

Christopher Paterson, Secretary

Copy

**EXHIBIT A
AMENDMENT TO THE
BYLAWS OF
iTokk, Inc.**

Pursuant to Article VI of the Bylaws, and DCA 8-141(f),(i) the following action is taken and approved by the Board of Directors of iTOKK, Inc. by unanimous written consent as if a meeting had been properly called and held and all the directors were present at the meeting and voted in favor of such action:

All of the Directors of iTOKK, Inc., have unanimously approved the following amendment to the Bylaws of this corporation:

ARTICLE V., SECTION 10. is amended as follows, and **ARTICLE V., SECTIONS 11. and 12.** are added as follows:

ARTICLE V., SECTION 10.

CERTIFICATE OF DESIGNATION, SERIES A PREFERRED STOCK

10.1 DESIGNATION. This class of stock of this corporation shall be named and designated "Series A Preferred Stock". It shall have 1,000,000 shares authorized at \$0.0001 par value per share.

10.2 CONVERSION RIGHTS.

a. If at least one share of Series A Preferred Stock is issued and outstanding, then the total aggregate issued shares of Series A Preferred Stock at any given time, regardless of their number, shall be convertible into the number of shares of Common Stock which equals four times the sum of: i) the total number of shares of Common Stock which are issued and outstanding at the time of conversion, plus ii) the total number of shares of Series B and Series C Preferred Stocks which are issued and outstanding at the time of conversion.

b. Each individual share of Series A Preferred Stock shall be convertible into the number of shares of Common Stock equal to:

[four times the sum of: {all shares of Common Stock issued and outstanding at time of conversion + all shares of Series B and Series C Preferred Stocks issued and outstanding at time of conversion}]

divided by:

[the number of shares of Series A Preferred Stock issued and outstanding at the time of conversion]

10.3 ISSUANCE. Shares of Preferred Stock may only be issued in exchange for the partial or full retirement of debt held by Management, employees or consultants, or as directed by a majority vote of the Board of Directors. The number of Shares of Preferred Stock to be issued to each qualified person (member of Management, employee or consultant) holding a Note shall be determined by the following formula:

For retirement of debt:

$$\sum_{i=1}^n x_i = \text{number of shares of Series A Preferred Stock to be issued}$$

where $x_1 + x_2 + x_3 \dots + x_n$ represent the discrete notes and other obligations owed the lender (holder), which are being retired.

10.4 VOTING RIGHTS.

a. If at least one share of Series A Preferred Stock is issued and outstanding, then the total aggregate issued shares of Series A Preferred Stock at any given time, regardless of their number, shall have voting rights equal to four times the sum of: i) the total number of shares of Common Stock which are issued and outstanding at the time of voting, plus ii) the total number of shares of Series B and Series C Preferred Stocks which are issued and outstanding at the time of voting.

b. Each individual share of Series A Preferred Stock shall have the voting rights equal to:

[four times the sum of: {all shares of Common Stock issued and outstanding at time of voting + all shares of Series B and Series C Preferred Stocks issued and outstanding at time of voting}]

divided by:

[the number of shares of Series A Preferred Stock issued and outstanding at the time of voting]

ARTICLE V., SECTION 11.

CERTIFICATE OF DESIGNATIONS, PREFERENCES, RIGHTS AND LIMITATIONS OF SERIES B PREFERRED STOCK

11.1. DESIGNATION AND NUMBER OF SHARES. 59,000,000 shares of Series B Preferred Stock, par value \$0.0001 per share (the "Preferred Stock"), are authorized pursuant to Article IV of the Corporation's Amended Certificate of Incorporation (the "Series B Preferred Stock" or "Series B Preferred Shares").

11.2. DIVIDENDS. The holders of Series B Preferred Stock shall be entitled to receive dividends when, as and if declared by the Board of Directors, in its sole discretion.

11.3. LIQUIDATION RIGHTS. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any stock ranking junior to the Series B Preferred Stock, the holders of the Series B Preferred Stock shall be entitled to be paid out of the assets of the Corporation an amount equal to \$1.00 per share or, in the event of an aggregate subscription by a single subscriber for Series B Preferred Stock in excess of \$100,000, \$0.997 per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) (the "Preference Value"), plus all declared but unpaid dividends, for each share of Series B Preferred Stock held by them. After the payment of the full applicable Preference Value of each share of the Series B Preferred Stock as set forth herein, the remaining assets of the Corporation legally available for distribution, if any, shall be distributed ratably to the holders of the Corporation's Common Stock.

11.4. CONVERSION AND ANTI-DILUTION.

(a) Each share of Series B Preferred Stock shall be convertible, at any time, and/or from time to time, into the number of shares of the Corporation's common stock, par value \$0.0001 per share (the "Common Stock") equal to the price of the Series B Preferred Stock as stated in 11.6 of the Bylaws, divided by the par value of the Common Stock, subject to adjustment as may be determined by the Board of Directors from time to time (the "Conversion Rate"). For example, assuming a \$2.50 price per share of Series B Preferred Stock, and a par value of \$0.0001 per share for Common Stock, each share of Series B Preferred Stock would be convertible into 25,000 shares of Common Stock. Such conversion shall be deemed to be effective on the business day (the "Conversion Date") following the receipt by the Corporation of written notice from the holder of the Series B Preferred Stock of the holder's intention to convert the shares of Series B Stock, together with the holder's stock certificate or certificates evidencing the Series B Preferred Stock to be converted.

(b) Promptly after the Conversion Date, the Corporation shall issue and deliver to such holder a certificate or certificates for the number of full shares of Common Stock issuable to the holder pursuant to the holder's conversion of Series B Preferred Shares in accordance with the provisions of this Section. The stock certificate(s) evidencing the Common Stock shall be issued with a restrictive legend indicating that it was issued in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and that it cannot be transferred unless it is so registered, or an exemption from registration is available, in the opinion of counsel to the Corporation. The Common Stock shall be issued in the same name as the person who is the holder of the Series B Preferred Stock unless, in the opinion of counsel to the Corporation, such transfer can be made in compliance with applicable securities laws. The person in whose name the certificate(s) of Common Stock are so registered shall be treated as a holder of shares of Common Stock of the Corporation on the date the Common Stock certificate(s) are so issued.

All shares of Common Stock delivered upon conversion of the Series B Preferred Shares as provided herein shall be duly and validly issued and fully paid and non-assessable. Effective as of the Conversion Date, such converted Series B Preferred Shares shall no longer be deemed to be outstanding and all rights of the holder with respect to such shares shall immediately terminate except the right to receive the shares of Common Stock issuable upon such conversion.

(c) The Corporation covenants that, within 30 days of receipt of a conversion notice from any holder of shares of Series B Preferred Stock wherein which such conversion would create more shares of Common Stock than are authorized, the Corporation will increase the authorized number of shares of Common Stock sufficient to satisfy such holder of shares of Series B submitting such conversion notice.

(d) Shares of Series B Preferred Stock are anti-dilutive to reverse splits, and therefore in the case of a reverse split, are convertible to the number of Common Shares after the reverse split as would have been equal to the ratio established in Section 11.4(a) prior to the reverse split. The conversion rate of shares of Series B Preferred Stock, however, would increase proportionately in the case of forward splits, and may not be diluted by a reverse split following a forward split.

11.5 VOTING RIGHTS. Each share of Series B Preferred Stock shall have ten votes for any election or other vote placed before the shareholders of the Company.

11.6 PRICE.

(a) The initial price of each share of Series B Preferred Stock shall be \$2.50.

(b) The price of each share of Series B Preferred Stock may be changed either through a majority vote of the Board of Directors through a resolution at a meeting of the Board, or through a resolution passed at an Action Without Meeting of the unanimous Board, until such time as a listed secondary and/or listed public market develops for the shares.

11.7 LOCK-UP RESTRICTIONS ON CONVERSION. Shares of Series B Preferred Stock may not be converted into shares of Common Stock for a period of: a) six (6) months after purchase, if the Company voluntarily or involuntarily files public reports pursuant to Section 12 or 15 of the Securities Exchange Act of 1934; or b) twelve (12) months if the Company does not file such public reports.

ARTICLE V., SECTION 12.

CERTIFICATE OF DESIGNATIONS, PREFERENCES, RIGHTS AND LIMITATIONS OF SERIES C PREFERRED STOCK

12.1. DESIGNATION AND NUMBER OF SHARES. 40,000,000 shares of Series C Preferred Stock, par value \$0.0001 per share (the "Preferred Stock"), are authorized pursuant to Article IV of the Corporation's Amended Certificate of Incorporation (the "Series C Preferred Stock" or "Series C Preferred Shares").

12.1.1 ISSUANCE. Shares of Series C Preferred Stock may be issued to holders of debt of the company, as determined by a majority vote of the Board of Directors, or others, as determined by a majority vote of the Board of Directors.

12.2. DIVIDENDS. The holders of Series C Preferred Stock shall be entitled to receive dividends when, as and if declared by the Board of Directors, in its sole discretion.

12.3. LIQUIDATION RIGHTS. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, before any distribution or payment shall be made to the holders of any stock ranking junior to the Series C Preferred Stock, the holders of the Series C Preferred Stock shall be entitled to be paid out of the assets of the Corporation an amount equal to \$1.00 per share or, in the event of an aggregate subscription by a single subscriber for Series C Preferred Stock in excess of \$100,000, \$0.997 per share (as adjusted for any stock dividends, combinations, splits, recapitalizations and the like with respect to such shares) (the "Preference Value"), plus all declared but unpaid dividends, for each share of Series C Preferred Stock held by them. After the payment of the full applicable Preference Value of each share of the Series C Preferred Stock as set forth herein, the remaining assets of the Corporation legally available for distribution, if any, shall be distributed ratably to the holders of the Corporation's Common Stock.

12.4. CONVERSION AND ANTI-DILUTION.

(a) Each share of Series C Preferred Stock shall be convertible, at any time, and/or from time to time, into 500 shares of the Corporation's common stock, par value \$0.0001 per share (the "Common Stock"). Such conversion shall be deemed to be effective on the business day (the "Conversion Date") following the receipt by the Corporation of written notice from the holder of the Series C Preferred Stock of the holder's intention to convert the shares of Series C Stock, together with the holder's stock certificate or certificates evidencing the Series C Preferred Stock to be converted.

(b) Promptly after the Conversion Date, the Corporation shall issue and deliver to such holder a certificate or certificates for the number of full shares of Common Stock issuable to the holder pursuant to the holder's conversion of Series C Preferred Shares in accordance with the provisions of this Section. The stock certificate(s) evidencing the Common Stock shall be issued with a restrictive legend indicating that it was issued in a transaction exempt from registration under the Securities Act of 1933, as amended (the "Securities Act"), and that it cannot be transferred unless it is so registered, or an exemption from registration is available, in the opinion of counsel to the Corporation. The Common Stock shall be issued in the same name as the person who is the holder of the Series C Preferred Stock unless, in the opinion of counsel to the Corporation, such transfer can be made in compliance with applicable securities laws. The person in whose name the certificate(s) of Common Stock are so registered shall be treated as a holder of shares of Common Stock of the Corporation on the date the Common Stock certificate(s) are so issued.

All shares of Common Stock delivered upon conversion of the Series C Preferred Shares as provided herein shall be duly and validly issued and fully paid and non-assessable. Effective as of the Conversion Date, such converted Series C Preferred Shares shall no longer be deemed to be outstanding and all rights of the holder with respect to such shares shall immediately terminate except the right to receive the shares of Common Stock issuable upon such conversion.

(c) The Corporation covenants that, within 30 days of receipt of a conversion notice from any holder of shares of Series C Preferred Stock wherein which such conversion would create more shares of Common Stock than are authorized, the Corporation will increase the authorized number of shares of Common Stock sufficient to satisfy such holder of shares of Series C submitting such conversion notice.

(d) Shares of Series C Preferred Stock are anti-dilutive to reverse splits, and therefore in the case of a reverse split, are convertible to the number of Common Shares after the reverse split as would have been equal to the ratio established in Section 12.4(a) prior to the reverse split. The conversion rate for shares of Series C Preferred Stock, however, would increase proportionately in the case of forward splits, and may not be diluted by a reverse split following a forward split.

12.5 VOTING RIGHTS. Each share of Series C Preferred Stock shall have one vote for any election or other vote placed before the shareholders of the Company.

12.6 PRICE.

(a) The initial price of each share of Series C Preferred Stock shall be \$2.00.

(b) The price of each share of Series C Preferred Stock may be changed either through a majority vote of the Board of Directors through a resolution at a meeting of the Board, or through a resolution passed at an Action Without Meeting of the unanimous Board, until such time as a listed secondary and/or listed public market develops for the shares.

12.7 LOCK-UP RESTRICTIONS ON CONVERSION. Shares of Series C Preferred Stock may not be converted into shares of Common Stock for a period of: a) six (6) months after purchase, if the Company voluntarily or involuntarily files public reports pursuant to Section 12 or 15 of the Securities Exchange Act of 1934; or b) twelve (12) months if the Company does not file such public reports.

Adopted this 4 day of May, 2010


Kevin Penstock, CEO