



Axiologix, Inc.

Supplemental Information

February 3, 2015

## ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Axiologix, Inc.'s ("AXLX") wholly owned subsidiary, Axiocomm, Inc. ("Sub") entered into a definitive Asset Acquisition Agreement on January 30, 2015 with International Money Management Inc., a Florida corporation ("IMM") (the "APA"), relating to the acquisition of all of the assets of IMM by Sub in exchange for Nine Million Five Hundred Thousand (9,500,000) shares of AXLX restricted common stock at Closing. However, notwithstanding the above, if the average closing selling price of the AXLX Common Stock is at or above three cents (\$0.03) per share over 20 days trading days prior to the Closing Date, then this initial issuance of 9,500,000 shares of Common Stock shall be decreased proportionately by the percentage increase in the average closing stock price over \$0.02. For example, if the average closing stock price is \$0.03 per share over 20 days trading days prior to the Closing Date, then the initial share issuance drops by 33% ( $3c-2c/3c$ ). Additionally, if the average closing stock price of the AXLX common stock over the forty five (45) trading days prior to the first annual anniversary date of the Closing (the "ACP") is less than five cents (\$0.05), then AXLX will issue on the first annual anniversary date of the Closing additional common stock equivalent to the difference between 19,000,000 shares and the amount of shares issued at Closing; if the ACP is at or above five cents (\$0.05) per share, but below ten cents (\$0.10) per share, then AXLX will issue additional common stock equivalent to the difference between 14,250,000 shares and the amount of shares issued at Closing. If the ACP is above ten cents (\$0.10) per share, then no further shares are issuable.

The APA is subject to certain closing conditions, including, among other things, (i) AXLX closing a third party financing of a minimum sum of \$500,000, (of which, Sub will receive 75% of the funds), (ii) the full execution of consulting agreements by and between Sub and the two key executives of IMM, and (iii) the unanimous approval of IMM's secured creditors and the consent of a majority of IMM's shareholders (the "Closing").

While the Agreements contemplate that Closing of the acquisition would take place during the first calendar quarter of 2015, the conditions precedent to Closing are such that there can be no assurance that the acquisition will be completed in that time or at all.

AXLX will incur no placement agent fees or expenses as part of this transaction. The foregoing description of the APA is qualified in its entirety by reference to the full text of the APA, which is attached hereto as an Exhibit, and is incorporated herein by reference.

Founded in 2008, IMM is incorporated in Florida and has offices located in California. IMM is an innovative marketing and branding company working to bring financial and lifestyle products and services to immigrants living in the United States. IMM provides fund sharing card programs, and banking and financial services to working immigrants and their families in the United States and internationally. It offers unbanked mobile workers with prepaid cards to deposit funds to the card and access those funds electronically through ATM transactions, point of sale, or fund sharing to an affiliated card.

In determining the amount of cash and number of our common shares to be issued to the IMM in the transaction, AXLX placed primary value on the combined companies' assets, IMM's business plan along with international banking relationships built on trust and confidence of the proven IMM affiliated card model, and relationships with customers and strategic distribution and technology partners that it has cultivated over many years. This combination should provide value in the expectation of a profitable ongoing business with meaningful revenues. Additional factors considered in the value determination included that this acquisition will open up a new market for AXLX and services for the group.

## UNREGISTERED SALES OF EQUITY SECURITIES

In connection with the asset acquisition as discussed above, and conditional upon its Closing, AXLX has agreed to issue up to a maximum potential total of 9,500,000 shares of Common Stock to IMM at Closing, with a potential true-up at the one year anniversary of the Closing in the form of additional common shares to be issued, up to a maximum combined potential total of 19,000,000 common shares.

We believe our offering and sale of the securities in the above transaction is exempt from registration under Section 4(2) of the Securities Act and Regulation D and Regulation S, promulgated thereunder.

EXHIBIT

**ASSET ACQUISITION AGREEMENT**

by and between

**AXIOCOMM, INC.**

**(“ACQUIROR”)**

**and**

**INTERNATIONAL MONEY MANAGEMENT, INC.**

**(“IMM”)**

**And**

**CERTAIN IMM SHAREHOLDERS**

**And**

**UCC-1 NOTE HOLDERS**

DATED JANUARY 30, 2015

## ASSET ACQUISITION AGREEMENT

THIS ASSET ACQUISITION AGREEMENT, dated as of January 30, 2015, is made and entered into by and between AxioComm, Inc., a Delaware company and a wholly owned subsidiary of Axiologix, Inc., a Nevada corporation (“Acquiror”), International Money Management, Inc., a Florida corporation (“IMM”), IMM’s secured lenders, as listed on the signature page hereto (the “UCC-1 Note Holders”) and certain shareholders of IMM, as listed on the signature page hereto (together, the “Majority Shareholders”).

### RECITALS:

WHEREAS, upon and subject to the terms and conditions set forth herein, IMM proposes to sell to Acquiror, and Acquiror proposes to purchase, substantially all of the assets used or held for use by IMM in the conduct of its business (the “Business”), and Acquiror proposes to assume certain of the liabilities and obligations of IMM as set forth herein, in exchange for the issuance of Nine Million Five Hundred Thousand (9,500,000) shares of Axiologix, Inc.’s common stock, with such number of shares to be increased and/or decreased based on terms and conditions set forth in Article III below;

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

### DEFINITIONS

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

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

“Agreement” means this Asset Acquisition Agreement, as amended from time to time.

“Applicable Benefit Laws” means all Laws applicable to any IMM Benefit Plan or ERISA Affiliate Plan, as the context so requires.

“Assumed Contracts” means those Contracts to which IMM is a party and which relate to the business of IMM; *provided, however*, that the Assumed Contracts shall not include any Contract which is an Excluded Asset.

“Business Day” means any day except Saturday, Sunday or any day on which banks are generally not open for business.

“Closing” means the consummation of the sale of the Assets, as set forth in 0 of this Agreement.

“Closing Date” means the date on which the Closing occurs.

“Closing Date Indebtedness” means any indebtedness of IMM with respect to (a) borrowed money, (b) notes payable, (c) capital leases, and (d) installment sale Contracts or other Contracts relating to the deferred and unpaid purchase price of property or services, including any interest accrued thereon and prepayment or similar penalties and expenses, as of the Closing Date.

“COBRA Coverage” means continuation coverage required under Section 4980B of the Code and Part 6 of Title I of ERISA and any applicable state Law.

“Code” means the United States Internal Revenue Code of 1986, as amended from time to time.

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

“Contract” means any contract, sub-contract, agreement, lease, sublease, license, commitment, sale and purchase order, note, loan agreement or any other instrument, arrangement, or understanding of any kind, whether written or oral, and whether express or implied.

“Control” means, when used with respect to any specified Person, the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise.

“Customer” means a customer of IMM that paid IMM more than \$1,000 in the aggregate during its most recently completed fiscal year or a customer that is expected to pay IMM more than \$1,000 in the aggregate during its current fiscal year.

“Employee Benefit Plan” means, with respect to any Person, each plan, fund, program, agreement, arrangement or scheme, including each plan, fund, program, agreement, arrangement or scheme maintained or required to be maintained under applicable Laws, that is at any time

sponsored or maintained or required to be sponsored or maintained by such Person or to which such Person makes or has made, or has or has had an obligation to make, contributions providing benefits to the current and former employees, directors, managers, officers, consultants, independent contractors, contingent workers or leased employees of such Person or the dependents of any of them (whether written or oral), or with respect to which such Person has any liability or obligation, including (a) each deferred compensation, bonus, incentive compensation, pension, retirement, employee stock ownership, stock purchase, stock option, profit sharing or deferred profit sharing, stock appreciation, phantom stock plan and other equity compensation plan, “welfare” plan (within the meaning of Section 3(1) of ERISA, determined without regard to whether such plan is subject to ERISA), (b) each “pension” plan (within the meaning of Section 3(2) of ERISA, determined without regard to whether such plan is either subject to ERISA or is tax-qualified under the Code), (c) each severance plan or agreement, and each other plan providing health, vacation, supplemental unemployment benefit, hospitalization insurance, medical, dental, disability, life insurance, death or survivor benefits, fringe benefits or legal benefits and (d) each other employee benefit plan, fund, program, agreement or arrangement.

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

“Environmental Laws” means all Laws and common law relating to pollution or protection of health, safety or the environment, including the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), Safe Drinking Water Act (42 U.S.C. §3000(f) et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) and other similar federal, state and local statutes.

“ERISA” means the United States Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any Person that together with AXLX would be deemed a “single employer” within the meaning of Section 414 of the Code.

“ERISA Affiliate Plan” means each Employee Benefit Plan sponsored or maintained or required to be sponsored or maintained at any time by any ERISA Affiliate, or to which such ERISA Affiliate makes or has made, or has or has had an obligation to make, contributions at any time, or with respect to which such ERISA Affiliate has any liability or obligation.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“IMM Ancillary Documents” means any certificate, agreement, document or other instrument, other than this Agreement, to be executed and delivered by AXLX in connection with the transactions contemplated hereby.

“IMM Benefit Plan” means any Employee Benefit Plan maintained by IMM or any of its Affiliates.

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

“IMM Financial Statements” means (a) the unaudited balance sheets of IMM as of December 31, 2013 and 2014, and (b) the unaudited balance sheet of IMM for the \_\_\_\_-month period ending as of the Closing Date.

“IMM Indemnified Parties” means IMM and its Affiliates, their respective officers, directors, employees, agents and representatives and the heirs, executors, successors and assigns of any of the foregoing.

“FMLA” means the United States Family and Medical Leave Act.

“GAAP” means United States generally accepted accounting principles.

“Governmental Entity” means any (a) nation, state, commonwealth, county, city, town, village, district, or other jurisdiction of any nature, (b) federal, state, local, municipal, foreign, or other government, (c) federal, state, local or foreign governmental or quasi-governmental authority of any nature (including any agency, branch, department, board, commission, court or tribunal), (d) multi-national or supra-national organization or body, (e) body exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power, including any court or arbitrator, (f) self-regulatory organization or (g) official of any of the foregoing.

“Hazardous Materials” means any pollutant, chemical, substance and any toxic, infectious, carcinogenic, reactive, corrosive, ignitable or flammable chemical, or chemical compound, or hazardous substance, material or waste, whether solid, liquid or gas, that is subject to regulation, control or remediation under any Environmental Laws, including any quantity of friable asbestos, urea formaldehyde, polychlorinated biphenyls, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products or by-products or derivatives.

“Indemnified Party” means an IMM Indemnified Party or an Acquiror Indemnified Party.

“Intellectual Property” means any or all of the following and all rights, arising out of or associated therewith: (a) all patents and applications therefor and all reissues, divisions,

renewals, extensions, provisionals, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, proprietary information, know-how, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (c) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (d) all industrial designs and any registrations and applications therefor; (e) all internet uniform resource locators, domain names, trade names, logos, slogans, designs, common law trademarks and service marks, trademark and service mark registrations and applications therefor; (f) all Software, databases and data collections and all rights therein; (g) all moral and economic rights of authors and inventors, however denominated; and (h) any similar or equivalent rights to any of the foregoing.

“Knowledge” means, (i) with respect to IMM, all facts known by any executive officer or director of IMM on the date hereof or on the Closing Date following reasonable inquiry and diligence with respect to the matters at hand and (ii) with respect to Acquiror, all facts known by any executive officer or director of Acquiror on the date hereof or on the Closing Date following reasonable inquiry and diligence with respect to the matters at hand.

“Labor Laws” means all Laws governing or concerning labor relations, unions and collective bargaining, conditions of employment, employee classification, employment discrimination and harassment, wages, hours or occupational safety and health, including ERISA, the United States Immigration Reform and Control Act of 1986, the United States National Labor Relations Act, the United States Civil Rights Acts of 1866 and 1964, the United States Equal Pay Act, the United States Americans with Disabilities Act, the United States Age Discrimination in Employment Act, FMLA, WARN, OSHA, the United States Davis Bacon Act, the United States Walsh-Healy Act, the United States Service Contract Act, United States Executive Order 11246, the United States Fair Labor Standards Act and the United States Rehabilitation Act of 1973.

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

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

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

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

“Losses” means any and all claims, liabilities, obligations, damages, losses, costs, expenses, penalties, fines and judgments (including amounts paid in settlement, costs of investigation and reasonable attorney’s fees and expenses), whenever arising or incurred, and



whether or not arising out of a third party claim. The Parties acknowledge and agree that “Losses” shall not include special, indirect, consequential, exemplary and punitive damages.

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

“NLRB” means the United States National Labor Relations Board.

“Non-Assignable Contracts” means Assumed Contracts that require third-party consents for assignment that have not been obtained by IMM as of the Closing.

“OSHA” means the United States Occupational Safety and Health Administration.

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

“Permitted Liens” means (a) Liens for Taxes not yet due and payable (excluding Liens arising under ERISA or Code Section 412), (b) Liens of carriers, warehousemen, mechanics, materialmen and repairmen incurred in the ordinary course of business consistent with past practice and not yet delinquent and (c) in the case of the Real Property, zoning, building, or other restrictions, variances, covenants, rights of way, encumbrances, easements and other minor irregularities in title, none of which, individually or in the aggregate, (i) interfere in any material respect with the present use of or occupancy of the affected parcel by IMM or Acquiror, as the context so requires, (ii) have more than an immaterial effect on the value thereof or its use or (iii) would impair the ability of such parcel to be sold for its present use.

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

“Real Property” means the Leased Real Property and the Owned Real Property.

“Receivables” means IMM’s accounts receivable, costs in excess of billings, notes receivable, retainages and other receivables as of the close of business on the Closing Date.

“Reference Balance Sheet” means the certified balance sheet of IMM as of the Closing Date.

“Release” means, with respect to any Hazardous Material, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into any surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, or the ambient air.

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

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

“Supplier” means any supplier of goods or services to which IMM paid more than \$10,000 in the aggregate during the most recently completed fiscal year or expects to pay more than \$10,000 in the aggregate during the current fiscal year.

“Taxes” means all taxes, assessments, charges, duties, fees, levies and other charges of a Governmental Entity, including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind (including taxes under Treasury Regulation Section 1.1502-6) for which IMM may have any liability imposed by any Governmental Entity, whether disputed or not, and any related charges, interest or penalties imposed by any Governmental Entity.

“Tax Return” means any report, return, declaration or other information, in whatever form or medium, required to be supplied to a Governmental Entity in connection with Taxes, including estimated returns and reports of every kind with respect to Taxes.

“IMM Indemnified Parties” means IMM and its respective officers, directors, employees, agents and representatives and the heirs, executors, successors and assigns of any of the foregoing.

“Termination Date” means the date prior to the Closing when this Agreement is terminated in accordance with 0.

“Transferred Employee” means an employee of IMM who accepts an offer of employment from Acquiror. Such employee shall be considered a “Transferred Employee” as of the time he or she first performs services for Acquiror on or after the Closing Date.

“Treasury Regulations” means the temporary and final income Tax regulations, promulgated under the Code.

“WARN” means the United States Worker Adjustment and Retraining Notification Act and similar state Laws.

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

## ACQUISITION OF ASSETS

Agreement to Purchase. Subject to the terms and conditions hereof, at the Closing, IMM shall sell, assign, transfer and deliver to Acquiror, and Acquiror shall accept such and acquire from IMM, all right, title and interest of IMM in and to, except for the Excluded Assets, all of its assets, properties and rights of every kind, nature, character and description, whether real, personal or mixed, whether tangible or intangible, and wherever situated, in existence on the date hereof and any additions thereto on or before the Closing Date (such assets, properties and rights, being referred to as the “Assets”), free and clear of all Liens, other than Permitted Liens. The Assets shall include IMM’s right, title and interest in and to the following assets, properties and rights, as set forth in Exhibit 2.1:

cash, cash equivalents and marketable securities and all rights to any bank accounts;

inventory, including finished goods, supplies, raw materials, work in progress, spare, replacement and component parts, and other inventory property located at, stored on behalf of or in transit to IMM;

deposits, advances, pre-paid expenses and credits;

fixed assets, vehicles, equipment, machinery, tools, furnishings, computer hardware and fixtures;

the Assumed Contracts;

the Leased Real Property and all licenses, permits, approvals, easements and other rights relating thereto;

the goodwill, patents, patent applications, copyrights, copyright applications, methods, know-how, Software, technical documentation, processes, procedures, inventions, trade secrets, trademarks, trade names, service marks, service names, registered user names, technology, research records, data, designs, plans, drawings, manufacturing know-how and formulas, whether patentable or unpatentable, and other intellectual or proprietary rights or property (and all rights thereto and applications therefor), including all IMM Intellectual Property;

the Receivables, the proceeds thereof, and any security therefor;

causes of action, lawsuits, judgments, claims and demands of any nature, whether arising by way of counterclaim or otherwise;

all express or implied guarantees, warranties, representations, covenants, indemnities and similar rights;

all Licenses;

insurance proceeds and insurance awards receivable with respect to any of the Assets which arise from or relate to events occurring prior to or on the Closing Date; and

information, files, correspondence, records, data, plans, reports, Contracts and recorded knowledge, including customer, supplier, price and mailing lists, and all accounting or other books and records of IMM in whatever media retained or stored, including computer programs and disks.

Excluded Assets. Notwithstanding anything to the contrary set forth herein, the Assets shall not include the following assets, properties and rights of IMM (collectively, the “Excluded Assets”):

the articles of incorporation and bylaws, minute books, and stock ledgers and stock records of IMM;

the Contracts set forth on Exhibit 2.2(b);

the rights that accrue to IMM hereunder;

rights to refunds of Taxes paid by IMM, whether paid directly by IMM or indirectly by a third party on IMM’s behalf, regardless of whether such rights have arisen or hereafter arise;

insurance policies (and any cash or surrender value thereon);

inventory that has been transferred or disposed of by IMM prior to Closing in the ordinary course of business, consistent with past practice, without violation of this Agreement; and

those items set forth on Exhibit 2.2(g).

Assumption of Assumed Liabilities. Effective as of the Closing, Acquiror shall assume the following liabilities and obligations of IMM (together with all other liabilities that are not specifically listed as Excluded Liabilities on Exhibit 2.4 or that relate to the operation of the current or former IMM Business) (collectively, the “Assumed Liabilities”):

the obligations of IMM under each Assumed Contract as listed on Exhibit 2.3(a), including to the extent such obligations are required to be performed on or prior to the

Closing Date, or accrue, relate to or arise out of the operation of IMM's business prior to the Closing Date;

the current liabilities of IMM as listed on Exhibit 2.3(b); and

the Required Payouts as listed on Exhibit 2.3(c); and

relating to any liability or obligation (including accounts payable) owed to any Affiliate of IMM (including accrued salary, wages, commissions or bonuses for the then-current payroll period)

for Taxes with respect to any period

relating to guarantees of any indebtedness of any Person

relating to, resulting from, or arising out of, (i) claims made in pending or future suits, actions, investigations or other legal, governmental or administrative proceedings or (ii) claims based on violations of Law (including any Environmental Law, workers' compensation, employment practices or health and safety matters), breach of Contract, or any other actual or alleged failure of IMM to perform any obligation (under any Law, License or Contract), in each case arising out of, or relating to, (w) acts or omissions that shall have occurred, (x) services performed or products sold, (y) the ownership or use of the Assets, or (z) the operation of IMM's business, prior to the Closing

relating to, resulting from, or arising out of, any former operation of IMM that has been discontinued or disposed of prior to the Closing

relating to the employment or termination of any current or former employee, director, manager, officer, consultant, independent contractor, contingent worker or leased employee; or

arising or incurred in connection with the negotiation, preparation and execution hereof and the transactions contemplated hereby and any fees and expenses of counsel, accountants, brokers, financial advisors or other experts of IMM

Specifically Excluded Liabilities. Acquiror shall not assume, in connection with the transactions contemplated hereby, the following liabilities and obligations of IMM as specifically listed on Exhibit 2.4, and IMM shall retain responsibility for all such listed liabilities and obligations. Specifically, the Assumed Liabilities shall not include, and in no event shall Acquiror assume, agree to pay, discharge or satisfy any liability or obligation hereunder or otherwise have any responsibility for any liability or obligation of IMM (the "Specifically Excluded Liabilities"):

The current liabilities of IMM as listed on Exhibit 2.4(a);

the Closing Date Indebtedness as listed on Exhibit 2.4(b);

pertaining to any Excluded Asset.

Such Specifically Excluded Liabilities shall include all claims, actions, litigation and proceedings relating to any or all of the foregoing and all costs and expenses in connection therewith.

## CONSIDERATION ISSUED UPON ACQUISITION

Consideration Issued Upon Acquisition. In exchange for the sale by IMM of the Assets to Acquiror, Axiologix, Inc. (AXLX) shall issue shares of its restricted common stock to IMM, as follows:

Nine Million Five Hundred Thousand (9,500,000) shares of AXLX restricted common stock at Closing. However, notwithstanding the above, if the average closing selling price of the AXLX Common Stock is at or above three cents (\$0.03) per share over 20 days trading days prior to the Closing Date, then this initial issuance of 9,500,000 shares of Common Stock shall be decreased proportionately by the percentage increase in the average closing stock price over \$0.02. For example, if the average closing stock price is \$0.03 per share over 20 days trading days prior to the Closing Date, then the initial share issuance drops by 33% (3c-2c/3c).

If the average closing stock price of the AXLX common stock over the forty five (45) trading days prior to the first annual anniversary date of the Closing (the "ACP") is less than five cents (\$0.05), then AXLX will issue on the first annual anniversary date of the Closing additional common stock equivalent to the difference between 19,000,000 shares and the amount of shares issued at Closing; if the ACP is at or above five cents (\$0.05) per share, but below ten cents (\$0.10) per share, then AXLX will issue additional common stock equivalent to the difference between 14,250,000 shares and the amount of shares issued at Closing.

In addition to the foregoing, as consideration for the sale, assignment, transfer and delivery of the Assets by IMM, Acquiror shall assume and discharge the Assumed Liabilities at Closing.

(d) Escrow. As soon as practicable after the Closing, and subject to and in accordance with the provisions of this Agreement and the Stock Escrow Agreement, attached hereto and incorporated herein as Exhibit 3.1(d), AXLX shall cause the AXLX shares to be issued to the person or institution selected by IMM and AXLX as escrow agent (the "Escrow Agent"), electronically in book entry form (the "Escrow Shares"). Such shares shall be beneficially owned by IMM at the Closing Date.

In addition to the foregoing, AXLX shall deliver to the Acquiror at Closing seventy five percent (75%) of the new third party funding introduced at Closing. At Closing this cash payment will be deemed an inter-company transaction and is not a part of the Consideration. From fund raising proceeds IMM shall be provided cash proceeds to pay off the Required Payouts as listed in Exhibit 2.3(c), including legal, valuation services or any existing and unforeseen liabilities up to a

maximum of 10% of the funding raised. Up to \$38,000 is designated for legal expenses incurred leading up to the first Closing by The Yocca Law Firm.

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

"The securities represented hereby have not been registered under the Securities Act of 1933, as amended, and may not be offered, sold, transferred or otherwise disposed of unless registered with the Securities and Exchange Commission of the United States and the securities regulatory authorities of applicable states or unless an exemption from such registration is available."

"The securities represented by this certificate are subject to restrictions on transfer set forth in the Asset Acquisition Agreement dated January \_\_, 2015, a copy of which may be obtained from the Secretary of Axiologix, Inc. This restriction is independent of and in addition to the other restrictions on transfer noted hereon."

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

Additional Restrictions. Notwithstanding anything to the contrary contained herein and unless otherwise agreed to by the Acquiror, the number of shares of AXLX common stock that may be acquired and/or sold by IMM or the IMM Shareholders, as a group, shall be limited to the extent necessary to ensure that:

- a) No more than a total of \$50,000 worth of AXLX common shares shall be sold or traded by the IMM Shareholders as a group during any one calendar month.
- b) The IMM Shareholders as a group may sell on a weekly basis an amount of AXLX Common Stock not to exceed the daily average trading volume of AXLX Common Stock in the prior month, and at a price per share not less than 90% of the average closing price (ACP) of AXLX Common Stock over the ten trading days prior to the Shareholders' sale date(s).
- c) This restriction to be active for a period of twenty-four (24) months from the original issue date.
- d) Notwithstanding the restrictions in a) thru c) above, AXLX will allow a one-off sale of \$50,000 of common shares – once the shares have passed the mandatory hold period under

applicable SEC hold periods - held by IMM Inc. to defend any legal action should such an action be brought by IMM shareholders, and only in that event.

All of the AXLX share issuances and restrictions set forth above shall be calculated for each individual Shareholder on a pro rata basis, based on each Shareholder's percentage ownership of the Company as of the Closing Date.

Allocation of Certain Items. With respect to certain expenses incurred in the operations of IMM, the following allocations shall be made between IMM on the one hand and Acquiror on the other:

Taxes. Real and ad valorem property Taxes shall be apportioned at the Closing based upon the amounts set forth in the current tax bills therefor and the number of days in the taxable period prior to (and including) the Closing Date and in the taxable period following the Closing Date.

Utilities. Utilities, water and sewer charges shall be apportioned based upon the number of Business Days occurring prior to (and including) the Closing Date and following the Closing Date during the billing period for each such charge.

Appropriate cash payments by Acquiror or IMM, as the case may require, shall be made hereunder from time to time as soon as reasonably practicable after the facts giving rise to the obligation for such payments are known in the amounts necessary to give effect to the allocations provided for in this 3.

## REPRESENTATIONS AND WARRANTIES OF IMM & MAJORITY SHAREHOLDERS

IMM and the Majority Shareholders hereby, jointly and severally, represent and warrant to Acquiror as follows as of the date hereof and the Closing Date:

### Organization.

Organization and Good Standing. IMM is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida. IMM is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary, except where the failure to be so qualified or in good standing would not have a Material Adverse Effect. Copies of the Certificate of Incorporation and Bylaws of the Company, and all amendments thereto, heretofore delivered to the Company are accurate and complete as of the date hereof. Schedule 4.1 contains a true, correct and complete list of all jurisdictions in which the Company is qualified to do business as a foreign corporation.



IMM does not own, directly or indirectly, any capital stock or other equity, securities or interests in any other corporation or in any limited liability company, partnership, joint venture or other Person.

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

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

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

Real Property. IMM has no Owned Real Property. Schedule 4.5 sets forth a true, correct and complete legal description of each parcel of Leased Real Property. The leases with respect thereto are in full force and effect and are valid, binding and enforceable against the parties thereto in accordance with their respective terms.

Personal Property. All equipment and other items of tangible personal property and assets included in the Assets (a) are free of defects and in good operating condition and in a state of good maintenance and repair, ordinary wear and tear excepted and (b) were acquired and are usable in the regular and ordinary course of business. All of the tangible personal property and assets included in the Assets are located at the Leased Real Property. No Person other than IMM owns any equipment or other tangible personal property or asset that is necessary to the operation of IMM's business, except for the leased equipment, property or Assets listed on Schedule 4.6.

No Undisclosed Liabilities. There are no liabilities of IMM of any kind whatsoever, whether accrued, contingent, absolute or otherwise, and whether known or unknown, except for:

liabilities and obligations fully reflected or provided for in the Reference Balance Sheet of IMM;

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

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

Schedules 2.3 attached hereto sets forth a complete and accurate list of all the liabilities that Acquiror shall assume at the Closing. Schedule 2.4 attached hereto sets forth a complete and accurate list of all of the liabilities that Acquiror shall not assume and which shall be retained by IMM. To the extent any specific liability is not listed on any of the schedules identified in this Section 4.7, such liabilities shall be deemed to not be assumed by Acquiror.

Absence of Certain Changes. Since the date of the Reference Balance Sheet of IMM, there has not been (a) any Material Adverse Effect as to IMM, (b) any damage, destruction, loss or casualty to property or assets of IMM (including the Assets) with a value in excess of \$1,000, whether or not covered by insurance, (c) any sale, transfer or disposition of any properties or assets, other than sales of inventory in the ordinary course of business, consistent with past practice or (d) any action taken of the type described in 7.1, that, had such action occurred following the date hereof without Acquiror's prior approval, would be in violation of such 7.1.

Legal Proceedings. There is no suit, action, claim, arbitration, proceeding or investigation pending or, to the Knowledge of IMM, threatened against IMM, or the Assets before any Governmental Entity. No suit, action, claim, proceeding or investigation pending or, to the Knowledge of IMM, threatened against IMM or the Assets before any Governmental Entity, if finally determined adversely, is reasonably likely, individually or in the aggregate, to

have a Material Adverse Effect on IMM. IMM is not subject to any judgment, decree, injunction, rule or order of any court or arbitration panel.

Compliance with Law. IMM is and has been at all times in material compliance with all applicable Laws (including applicable Laws relating to zoning and the safety and health of employees). IMM (a) has not been charged with, and has not received any written notice that it is under investigation with respect to, and, to the Knowledge of IMM, is not otherwise now under investigation with respect to, a violation of any applicable Law, (b) is not a party to, or bound by, any order, judgment, decree, injunction, rule or award of any Governmental Entity and (c) has filed all reports and has all Licenses required to be filed with any Governmental Entity on or prior to the date hereof.

Contracts. Each correspondingly lettered section of Schedule 4.11 sets forth a true, correct and complete list of the following Contracts currently in force to which IMM is a party or under which IMM has continuing liabilities and/or obligations (other than the insurance policies on Schedule 4.16):

bonds, debentures, notes, credit or loan agreements or loan commitments, mortgages, indentures, guarantees or other Contracts relating to the borrowing of money or the deferred purchase price of property or binding upon any properties or assets (real, personal or mixed, tangible or intangible) of IMM;

Contracts that were not entered into in the ordinary course of business, consistent with past practice;

leases relating to the Leased Real Property, leases of any personal property and all other Contracts involving any properties or assets (whether real, personal or mixed, tangible or intangible), involving an annual commitment or payment of or performance having a value of more than \$10,000 by IMM;

Contracts that (i) limit or restrict IMM or any officers, directors, employees, shareholders or other equity holders, agents or representatives of IMM (in their capacity as such) from engaging in any business or other activity in any jurisdiction, (ii) create or purport to create any exclusive or preferential relationship or arrangement, or (iii) otherwise restrict or limit IMM's ability to operate or expand its business, or (iv) impose, or purport to impose, any obligations or restrictions on Affiliates of IMM;

Contracts for capital expenditures or the acquisition or construction of fixed assets requiring the payment by IMM of an amount in excess of \$10,000;

Contracts that provide for any payment or benefit upon the execution hereof or the Closing or in connection with the transactions contemplated hereby, including accelerated vesting or other similar rights;

Contracts granting any Person a Lien on all or any part of any Assets;

Contracts for the cleanup, abatement or other actions in connection with any Hazardous Materials, the remediation of any existing environmental condition or relating to the performance of any environmental audit or study;

Contracts granting to any Person an option or a right of first refusal, first-offer or similar preferential right to purchase or acquire any assets of IMM;

Contracts with any agent, distributor or representative that is not terminable without penalty on thirty (30) days' or less notice;

Contracts for the granting or receiving of a license, sublicense or franchise or under which any Person is obligated to pay or has the right to receive a royalty, license fee, franchise fee or similar payment;

Contracts (i) with respect to IMM Intellectual Property licensed or transferred to any third party (other than end user Licenses in the ordinary course of business) or (ii) pursuant to which a third party has licensed or transferred any IMM Intellectual Property to IMM;

Contracts providing for the indemnification or holding harmless of any officer, director, employee or other Person;

joint venture or partnership Contracts or Contracts entitling any Person to any profits, revenues or cash flows of IMM or requiring payments or other distributions based on such profits, revenues or cash flows;

Contracts with Customers or Suppliers;

outstanding powers of attorney empowering any Person to act on behalf of IMM;

Contracts relating to any co-operative organization, franchise organization or similar organization;

Contracts with any Governmental Entity;

Employment Agreements;

Contracts with any independent contractor or consultant; and

Contracts (other than those described in subsections (a) through (t) of this section) to which IMM is a party or by which its properties or assets are bound (i) involving an annual commitment or annual payment to or from IMM of more than \$10,000 individually or (ii) that are material to IMM, individually or in the aggregate.

True, correct and complete copies of all Assumed Contracts have been provided to Acquiror. The Assumed Contracts are legal, valid, binding and enforceable in accordance with their respective terms with respect to IMM and, to the Knowledge of IMM, each other party thereto.

There is no existing default or breach of IMM under any Assumed Contract (or event or condition that, with notice or lapse of time or both could constitute a default or breach) and, to the Knowledge of IMM, there is no such default (or event or condition that, with notice or lapse of time or both, could constitute a default or breach) with respect to any third party to any Assumed Contract. There is no term, obligation, understanding or agreement that would modify any term of an Assumed Contract or any right or obligation of a party thereunder which is not reflected on the face of such Assumed Contract. No Assumed Contract is a contract or agreement in which, in IMM's best estimate, the direct labor cost, direct materials cost and applied overhead (calculated on a basis consistent with past practice) incurred or to be incurred in connection therewith (but excluding selling, general and administrative expenses) exceed the revenues derived or to be derived therefrom. IMM is not participating in any discussions or negotiations regarding termination or modification of or amendment to any Assumed Contract or entry in any new Contract.

Tax Returns; Taxes.

All Tax Returns due to have been filed by IMM through the date hereof in accordance with all applicable Laws (pursuant to an extension of time or otherwise) have been duly filed and are true, correct and complete in all respects.

All Taxes, deposits and other payments for which IMM has liability (whether or not shown on any Tax Return) have been paid in full or are accrued as liabilities for Taxes on the books and records of IMM.

The amounts so paid, together with all amounts accrued as liabilities for Taxes (including Taxes accrued as currently payable but excluding any accrual to reflect timing differences between book and Tax income) on the books of IMM, shall be adequate based on the tax rates and applicable Laws in effect to satisfy all liabilities for Taxes of IMM in any jurisdiction through the Closing Date, including Taxes accruable upon income earned through the Closing Date.

There are not now any extensions of time in effect with respect to the dates on which any Tax Returns were or are due to be filed by IMM.

All Tax deficiencies asserted as a result of any examination by a Governmental Entity of a Tax Return of IMM have been paid in full, accrued on the books of IMM or finally settled, and no issue has been raised in any such examination that, by application of the same or similar principles, reasonably could be expected to result in a proposed Tax deficiency for any other period not so examined.

No claims have been asserted and no proposals or deficiencies for any Taxes of IMM are being asserted, proposed or, to the Knowledge of IMM, threatened, and no audit or investigation of any Tax Return of IMM has occurred or is currently underway, pending or threatened.

There are no outstanding waivers or agreements between any Governmental Entity and IMM for the extension of time for the assessment of any Taxes or deficiency thereof, nor are there any requests for rulings, outstanding subpoenas or requests for information, notice of proposed reassessment of any property owned or leased by IMM or any other matter pending between IMM and any Governmental Entity.

There are no Liens for Taxes with respect to IMM or the assets or properties of IMM, nor is there any such Lien that is pending or, to the Knowledge of IMM, threatened.

IMM is not a party to or bound by any Tax allocation or sharing agreement.

IMM has not been a member of an “affiliated group” of corporations (within the meaning of Code § 1504) filing a consolidated federal income tax return.

ALX does not have any liability for the Taxes of any Person (other than for itself) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise.

Officers, Employees and Independent Contractors. Schedule 4.13 contains a true, correct and complete list of (a) all of the officers of IMM, specifying their position, annual rate of compensation, date of hire, work location, length of service, hours of service, and employee benefit coverages selected, (b) all of the employees (whether full-time, part-time or otherwise) of IMM as of the date hereof, specifying their position, annual salary and other compensation, hourly wages, date of hire, work location, length of service, hours of service and employee benefit coverages selected, and (c) all of the independent contractors currently used by IMM, specifying the name of the independent contractor, type of labor, fees paid to such independent contractor for calendar year 2014, work location and address. None of the current or former independent contractors of IMM could be reclassified as an employee and no employee classified as “exempt” from overtime requirements could be reclassified as non-exempt. No such Person is eligible to participate in any IMM Benefit Plan or would be eligible to participate if IMM’s classification of such Person as an independent contractor is subsequently determined to be incorrect. Each independent contractor listed on Schedule 4.13 has the requisite License required to provide the services such independent contractor provides IMM, as applicable. IMM has not received a claim from any Governmental Entity to the effect that IMM has improperly classified any Person as an independent contractor, nor to the Knowledge of IMM has any such claim been threatened. IMM has not made any verbal commitments to any officer, employee, former employee, consultant or independent contractor of IMM with respect to compensation, promotion, retention, termination, severance or similar matters in connection with the transactions contemplated hereby or otherwise.

Benefit Plans. All of IMM’s Employee Benefit Plans are listed on Schedule 4.14 and are being acquired or assumed by Acquiror.

## Intellectual Property.

Schedule 4.15(a) contains a true, correct and complete list of all IMM Intellectual Property. IMM owns, or is licensed or otherwise has the right to use, free and clear of any Liens, all Intellectual Property used in connection with the operation and conduct of its business. The licensing by IMM of any IMM Intellectual Property has been subject to commercially reasonable quality control and Schedule 4.15(a) sets forth a true, correct and complete list of all such licensing. Except as otherwise disclosed in Schedule 4.15(a), there are no agreements or arrangements between IMM and any third party which have any effect upon IMM's title to or other rights respecting the Intellectual Property, including the right to transfer the same as contemplated by this Agreement. To the extent that any IMM Intellectual Property has been developed or created by a third party for IMM, IMM has a written agreement with such third party with respect thereto and IMM thereby either (i) has obtained ownership of and is the exclusive owner of, or (ii) has obtained a license (sufficient for the conduct of its business as currently conducted) to, all of such third party's Intellectual Property in such work, material or invention by operation of law or by valid assignment.

Neither IMM nor any of its products or services has infringed upon or otherwise violated, or is infringing upon or otherwise violating, the Intellectual Property of any third party. To the Knowledge of IMM, no Person has infringed upon or violated, or is infringing upon or violating, any IMM Intellectual Property.

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

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

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

## SECURITY REPRESENTATIONS

IMM and each UCC-1 Note Holder hereby represents and warrants to AXLX and Acquiror as follows as of the date hereof and the Closing Date:

Investment Representations. IMM and each UCC-1 Note Holder is acquiring the Acquiror Securities for their own account, for investment and not with a view to the distribution thereof within the meaning of the Securities Act. IMM and each UCC-1 Note Holder understand that (i) the Acquiror Securities have not been registered under the Securities Act or any state securities laws, by reason of their issuance by Acquiror in a transaction exempt from the registration requirements thereof and (ii) the Acquiror Securities may not be sold unless such disposition is registered under the Securities Act and applicable state securities laws or is exempt from registration thereunder. IMM and each UCC-1 Note Holder further understand that the exemption from registration afforded by Rule 144 (the provisions of which are known to IMM and each UCC-1 Note Holder) promulgated under the Securities Act depends on the satisfaction of various conditions, and that, if applicable, Rule 144 may afford the basis for sales only in limited amounts. IMM and the UCC-1 Note Holders are “accredited investors” (as defined in Rule 501(a) under the Securities Act). IMM and each UCC-1 Note Holder have been provided the opportunity at reasonable times prior to the date hereof to discuss the business with directors, officers and management of Acquiror and AXLX, and to review its operations. IMM and each UCC-1 Note Holder have also had the opportunity to ask questions and receive answers regarding the terms and conditions of the offering of the Acquiror Securities.

#### REPRESENTATIONS AND WARRANTIES OF ACQUIROR AND AXLX

Acquiror and AXLX hereby represents and warrants to IMM and the Majority Shareholders as follows as of the date hereof and the Closing Date:

Organization.

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

The authorized capital stock of Acquiror consists of 1,000 shares of common stock, \$0.001 par value per share, of which 1,000 shares are issued and outstanding. There are no outstanding stock options, warrants, conversion rights, subscriptions or other rights entitling any Person to acquire or receive, or requiring Acquiror to issue, any shares of its capital stock or securities convertible into, or exchangeable for, such shares of capital stock.



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

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

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

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

## CERTAIN COVENANTS AND AGREEMENTS

7.1     Inspection and Access to Information. During the period commencing on the date hereof and ending on the Closing Date, each Party shall (and shall cause its officers, directors, employees, auditors and agents to) provide the other Parties and their accountants, investment bankers, counsel, consultants and other authorized representatives full access, during reasonable hours and under reasonable circumstances, to any and all of its premises, employees (including executive officers), properties, contracts, commitments, books, records and other information (including Tax Returns filed and those in preparation) and shall cause its officers to furnish to the other Parties and their authorized representatives, promptly upon request therefor, any and all financial, technical and operating data and other information pertaining to itself and its business and otherwise fully cooperate with the conduct of due diligence by the other Parties and their representatives.

7.2     Reasonable Efforts; Further Assurances; Cooperation. Subject to the other provisions hereof, each Party shall use its reasonable, good faith efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable Law to cause the transactions contemplated herein to be effected as soon as practicable, but in any event on or prior to the Expiration Date, in accordance with the terms hereof and shall cooperate fully with each other Party and its officers, directors, employees, agents, counsel, accountants and other designees in connection with any step required to be taken as a part of its obligations hereunder, including the following:

7.2.1     Each Party shall promptly make its filings and submissions and shall take all actions necessary, proper or advisable under applicable Laws to obtain any required approval of any Governmental Entity with jurisdiction over the transactions contemplated hereby. Each Party shall furnish to the other Parties all information required for any application or other filing to be made by such Parties pursuant to any applicable Law in connection with the transactions contemplated hereby;

7.2.2     Each Party shall promptly notify the other Parties of (and provide written copies of) any communications from or with any Governmental Entity in connection with the transactions contemplated hereby;

7.2.3     In the event any claim, action, suit, investigation or other proceeding by any Governmental Entity or other Person is commenced that questions the validity or legality of the transactions contemplated hereby or seeks damages in connection therewith, the Parties shall (i) cooperate and use all reasonable efforts to defend against such claim, action, suit, investigation or other proceeding, (ii) in the event an injunction or other order is issued in any such action, suit or other proceeding, use all reasonable efforts to have such injunction or other order lifted, and (iii) cooperate reasonably regarding any

other impediment to the consummation of the transactions contemplated hereby; and

7.2.4 Each Party shall give all notices to third parties and use its reasonable efforts (in consultation with the other Parties) to obtain all third-party consents (i) necessary, proper or advisable to consummate the transactions contemplated hereby, (ii) required to be given or obtained, including the Required Consents or (iii) required to prevent a Material Adverse Effect, whether prior to, on or following the Closing Date.

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

7.4 Consents. IMM shall, during the remaining term of each Non-Assignable Contract, use commercially reasonable efforts to (a) obtain the consent of the third parties required thereunder, (b) make the benefit of such Non-Assignable Contract available to Acquiror so long as Acquiror promptly reimburses IMM for all payments made by IMM in connection therewith and (c) enforce, at the sole expense and for the account of Acquiror, any right of IMM arising from such Non-Assignable Contract against the other party or parties thereto (including the right to elect or terminate any such Non-Assignable Contract in accordance with the terms thereof). IMM shall not take any action or suffer any omission that could limit, restrict or terminate in any material respect the benefits to Acquiror of such Non-Assignable Contract unless, in good faith and after consultation with and prior written notice to Acquiror, IMM is (i) ordered to do so by a Governmental Entity of competent jurisdiction or (ii) otherwise required to do so by Law. With respect to any such Non-Assignable Contract as to which the necessary approval or consent for the assignment or transfer to Acquiror is obtained following the Closing, IMM shall transfer such Non-Assignable Contract to Acquiror by execution and delivery of an instrument of conveyance reasonably satisfactory to Acquiror within five (5) Business Days following receipt of such approval or consent.

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

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

7.7 Accounts and Notes Receivable. Other than those which shall constitute Assumed Liabilities, IMM shall cause all notes and accounts receivable and payable of IMM owing by or to any shareholder or any director, officer, employee or Affiliate of IMM (each, an “Affiliate Loan”) to be paid in full

7.8 Key Consulting Agreements. Simultaneous with Closing, the Acquiror shall enter into service agreements with Mr. Gil Figueroa and FSC Company, in the form attached hereto as Exhibit 7.8.

7.9 Post-Closing Obligations. Concurrently with the execution and delivery hereof, IMM’s Board of Directors, IMM’s secured creditors and a majority of IMM’s shareholders, along with Gil Figueroa and James Marcellino as the key executives of IMM, agreed to sell the Assets of IMM in exchange for IMM’s receipt of shares of AXLX’s stock and other consideration as set forth pursuant to this Agreement. Mr. Figueroa and Mr. Marcellino, as the key executives of the Company (the “Key Executives”) acknowledge and agree that they have technical expertise associated with the Business and are well known in the industry. In addition, the Key Executives have valuable business contacts with clients and potential clients of the Business and with professionals in the industry. Since the Key Executives have the ability to compete with AXLX, the Acquiror or an Affiliate in the operation of the Business, AXLX and Acquiror therefore desire that the Key Executives agree to this Section of this Agreement. But for the Key Executives’ agreement to these Sections of this Agreement, AXLX and the Acquiror would not have entered into this Agreement. The Key Executives, in exchange for the consideration to be paid under this Agreement, are willing to agree to the non-compete and non-solicitation terms as set forth in their respective service agreements, attached hereto and incorporated herein as Exhibit 7.8. In addition, the Key Executives will, from and after the Closing Date:

Cooperate with AXLX to preserve intact Acquiror’s key personnel and to keep available the services of all of its employees, agents, independent contractors, and consultants commensurate with the Company’s Business; and

(b) Cooperate with AXLX to preserve intact the customers of Acquiror and the goodwill of all customers and others with respect to the Business.

7.10 Post-Closing Obligations: Distribution of Escrow Shares by IMM. IMM will sell enough AXLX stock to payoff, firstly, any existing secured notes, secondly any business expense arising from the management of the Escrow Shares, and finally any and all of the outstanding unsecured promissory notes. The remainder of the unsold Escrow Shares will then be distributed proportionately to all of the IMM registered shareholders and the IMM Company will be then dissolved. A more detailed priority distribution list is attached as Exhibit 7.10.

## CONDITIONS TO CLOSING

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

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

Consents. All Required Consents shall have been obtained or made on terms and conditions reasonably satisfactory to Acquiror, including, but not limited to, the approval of at least seventy five percent (75%) of the IMM Shareholders and the unsecured lenders. By the process of a Written Consent, IMM will attempt to gain approval from at least 75% of the IMM stockholders to accept this Agreement. If IMM is not successful in procuring a minimum of 75% of required approval, then the offer of 9,500,000 AXLX restricted common stock shall be considered null and void.

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

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

Ancillary Documents. IMM, Majority Shareholders and the UCC-1 Note Holders shall have delivered, or caused to be delivered, to Acquiror all of the Ancillary Documents.

Consulting Agreements. Mr. Gil Figueroa and FSC Company shall each have fully executed their Consulting Service Agreement.

(g) Third Party Financing. AXLX shall have consummated a financing transaction with one or more third parties for a minimum sum of five hundred thousand dollars (\$500,000) in cash proceeds.

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

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

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

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

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

Ancillary Documents. Acquiror shall have delivered, or caused to be delivered, to IMM all of the Ancillary Documents.

## CLOSING

Closing. Subject to the satisfaction or waiver of the conditions set forth in 0, the Closing shall occur on or before February 28, 2015- or such other date as the Parties may agree. The Closing shall take place at the offices of IMM, or at such other place as the Parties may agree.

IMM Closing Deliveries. At the Closing, IMM and the Majority Shareholders, as applicable, shall deliver to Acquiror the following:

a certificate or certificates executed by a duly authorized officer of IMM as to compliance with the conditions set forth in 00, and 0 hereof;

executed bills of sale, instruments of assignment, certificates of title documents, deeds and other conveyance documents, dated as of the Closing Date, transferring to

Acquiror all of IMM's right, title and interest in and to the Assets, together with possession of the Assets, including a third party written appraisal of the Fair Market Value of the Assets substantially in the form of Exhibit 9.2(b) (the "Appraisal Report");

a certificate of non-foreign status that complies with Treasury Regulation Section 1.1445-2(b)(2);

a certificate by the Secretary or any Assistant Secretary of IMM, dated the Closing Date, as to (1) the good standing of IMM in its jurisdiction of incorporation and in each other jurisdiction where it is qualified to do business, (2) the completeness of IMM's articles of incorporation and bylaws (3) the effectiveness of the resolutions of the board of directors of IMM authorizing the execution, delivery and performance hereof by IMM passed in connection herewith and the transactions contemplated hereby, and (4) the effectiveness of the written consent of IMM's Shareholders; and

all other documents required to be entered into by IMM, the UCC-1 Note Holders and/or the Majority Shareholders pursuant hereto or reasonably requested by Acquiror to convey the Assets to Acquiror or to otherwise consummate the transactions contemplated hereby.

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

a certificate representing the AXLX Securities to be issued at Closing and held in trust for the benefit of IMM (to be issued electronically in book entry form to DART Business Services, LLC as Trustee on behalf of IMM) in exchange for the purchase of the Assets pursuant to this Agreement;

a certificate of an authorized officer as to compliance with the conditions set forth in 0 and 0; and

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

## TERMINATION

Termination. This Agreement may be terminated:

in writing by mutual consent of IMM and Acquiror;

by written notice from IMM to AXLX, in the event AXLX (i) fails to perform in any material respect any of its agreements contained herein required to be performed by it at or prior to the Closing or (ii) materially breaches any of its representations and warranties contained herein, which failure or breach is not cured within ten (10) days following IMM having notified AXLX of its intent to terminate this Agreement pursuant to this 0;

by written notice from AXLX to IMM, in the event IMM or the Shareholders (i) fails to perform in any material respect any of their agreements contained herein required to be performed by it at or prior to the Closing, including, but not limited to, a claim against IMM relating to this Agreement brought by an IMM shareholder or debt holder, or (ii) materially breaches any of their representations and warranties contained herein, which failure or breach is not cured within ten (10) days following AXLX having notified IMM of its intent to terminate this Agreement pursuant to this 0; or

by written notice by IMM to AXLX or AXLX to IMM, as the case may be, in the event the Closing has not occurred on or prior to \_\_\_\_\_, 2015 (the “Expiration Date”) for any reason other than delay or nonperformance of the Party seeking such termination.

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

Effect of Termination. In the event of termination of this Agreement pursuant to this Article X, this Agreement shall forthwith become void and there shall be no liability on the part of any Party or its partners, officers, directors or stockholders, except for obligations under (Public Announcements), 0 (Specific Performance and Other Remedies), 0 (Notices), 0 (Controlling Law), 0 (Severability), 0 (Enforcement of Certain Rights), 0 (Waiver; Amendment) and 0 (Transaction Costs) and this 0, all of which shall survive the Termination Date. Notwithstanding the foregoing, nothing contained herein shall relieve any Party from liability for any breach hereof; *provided, however*, that (i) if any Party terminates this Agreement under Section 10.1(b) or 10.1(c) on the basis that the other Party breached any agreement or covenant or (ii) a Party refuses to close notwithstanding the conditions precedent to such Party’s obligation to close having been fulfilled, then, the Party who breached the covenant (as to clause (i)) or the Party who refused to close (as to clause (ii)) shall be required to pay all costs and expenses of the other Party, including reasonable attorneys’ and accountants’ fees and expenses incurred in connection with the transactions described herein.

## INDEMNIFICATION

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



- (a) any breach or inaccuracy of any representation or warranty made by IMM or Majority Shareholders in this Agreement or in any Ancillary Document, whether such representation or warranty is made as of the date hereof or as of the Closing Date; or
- (b) any breach of any covenant, agreement or undertaking made by IMM or Majority Shareholders in this Agreement or in any Ancillary Document; or
- (c) any claim brought by any IMM Shareholder or IMM creditor not a party to the this Agreement.

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

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

- (a) any breach or inaccuracy of any representation or warranty made by the Acquiror in this Agreement or in any Acquiror Ancillary Document, whether such representation or warranty is made as of the date hereof or as of the Closing Date; or
- (b) any breach of any covenant, agreement or undertaking made by the Acquiror in this Agreement or in any ancillary document.

The Losses of the IMM Indemnified Parties described in this Section as to which the IMM Indemnified Parties are entitled to indemnification are collectively referred to as “IMM Losses.”

10.3 Survival Period. The representations and warranties of the Parties contained herein shall not be extinguished by the Closing, but shall survive the Closing for, and all claims for indemnification in connection therewith shall be asserted not later than, eighteen months following the Closing Date; provided, however, that (a) each of the representations and warranties contained in Section 5.1 (Organization), Section 5.4 (Authorization), Section 6.1 (Organization), Section 6.2 (Authorization) shall survive the Closing without limitation as to time, and the period during which a claim for indemnification may be asserted in connection therewith shall continue indefinitely, and (b) each of the representations and warranties contained in Section 5.5 (Tax Returns; Taxes), Section 6.7 (Tax Returns; Taxes), Section 6.6 (IMM Benefit Plans) and Section 6.14 (Labor Relations) shall survive the Closing until, and all claims for indemnification in connection therewith shall be asserted not later than sixty (60) days following, the expiration of any statute of limitations applicable to the rights of any Person to bring any claim with respect to such matters. The covenants and agreements of the Parties hereunder shall survive without limitation as to time, and the period during which a claim for indemnification may be asserted in connection therewith shall continue indefinitely. Notwithstanding the foregoing, if, prior to the close of business on the last day a claim for indemnification may be asserted hereunder, an Indemnifying Party shall have been properly notified of a claim for indemnity hereunder and such claim shall not have been finally resolved or disposed of

at such date, such claim shall continue to survive and shall remain a basis for indemnity hereunder until such claim is finally resolved or disposed of in accordance with the terms hereof.

#### 10.4 Procedure; Set-Off Rights.

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

(b) Conduct of Indemnification Proceedings. Any person entitled to indemnification under this Section 10.1 or 10.2 will (i) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification (but omission of such notice shall not relieve the indemnifying party from liability hereunder except to the extent such indemnifying party is actually prejudiced by such failure to give notice), and (ii) unless in such indemnified party's reasonable judgment a conflict of interest may exist between the indemnified and indemnifying parties with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If the indemnifying party so assumes the defense of such claim, after notice from the indemnifying party to the indemnified party of its election to so assume the defense thereof, the indemnifying party will not be liable to the indemnified party for any legal or other expenses Subsequently incurred by the indemnified party in connection with the defense of such claim. If such defense is not assumed by the indemnifying party, the indemnifying party will not be Subject to any liability for any settlement made without its consent (but such consent will not be unreasonably withheld). No indemnifying party will consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of an unconditional release of all indemnified parties from all liability with respect to such claim or litigation. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim (i) will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, and (ii) shall be entitled to participate in (at its own cost and expense), but not control, the defense of such claim.

(c) Set Off Rights. AXLX may withhold from IMM any and all shares of AXLX's common stock due to IMM under this Agreement for the indemnification obligations of IMM and/or the Majority Shareholders under Article X hereof, including, but not limited to, shareholder dissenter's rights or creditor claims. The Set Off Rights against IMM shall not limit any other rights, including without limitation rights of contribution which any such party may have under statute or common law.

(d) Value of IMM Shares. In calculating the amount of AXLX Shares which AXLX may withhold and set off against under Section 10.4(c) hereof, (i) the value of one AXLX Share shall be deemed to be equal to the average price per share (as determined by the closing sales price for AXLX's Common Stock, or, if no sales are reported, the average of the closing bid and ask prices) that AXLX's Common Stock is traded on any established stock exchange, automated

quotation system or bulletin board, for at least twenty of the thirty consecutive market trading days ending on the date on which the Claim Notice is delivered (the "Average Trading Price").

(e) Contribution. If the indemnification provided for in Section 10 is unavailable or insufficient to hold harmless each of the indemnified parties against any losses, claims, damages, liabilities and expenses (or actions in respect thereof) referred to therein, then the indemnifying party shall, in lieu of indemnifying each party entitled to indemnification hereunder, contribute to the amount paid or payable by such party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified parties on the other in connection with the statements or omissions or alleged statements or omissions that resulted in such losses, claims, damages, liabilities or expenses. The relative fault of such persons shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact, or omission or alleged omission to state a material fact, relates to information supplied by or concerning the indemnifying party on the one hand, or by such indemnified person on the other, and such person's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 10.4(e) were determined by pro rata allocation or by any other allocation that does not take into account the equitable considerations referred to in this Section. No person guilty of fraudulent misrepresentation within the meaning of the Securities Act shall be entitled to contribution from any person that is not guilty of such fraudulent misrepresentation.

#### MISCELLANEOUS PROVISIONS

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

To IMM:  
4533 MacArthur Blvd. Ste 248  
  
Newport Beach, CA 92660

with a copy to:

The Yocca Law Firm,  
19900 MacArthur Blvd, Suite 650  
Irvine, CA 92612

To Acquiror:  
Axiologix, Inc.

400 Perimeter Center Terrace NE, Suite 900  
Atlanta, GA 30346

To Majority Shareholders or UCC-1 Note Holders:  
See addresses listed on the Signature Page

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

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

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

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

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

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

Counterparts; Facsimile. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such counterparts. This Agreement and any document executed and delivered in connection with this Agreement, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or as an attachment to an electronic mail message in "pdf" or similar format, shall be treated in all manner and respects as an original agreement or instrument and shall be considered

to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party to any such agreement or instrument, each other Party hereto or thereto shall re-execute original forms thereof and deliver them to all other Parties. No Party to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail attachment in “pdf” or similar format to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or as an attachment to an electronic mail message as a defense to the formation of a contract and each such Party forever waives any such defense. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a Party’s execution of this Agreement, without necessity of further proof. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

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

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

Integration. This Agreement and the documents executed pursuant hereto supersede all negotiations, agreements and understandings among the Parties with respect to the subject matter hereof (except for any Confidentiality Agreement by and between the Parties which shall remain in effect until termination or expiration pursuant to its terms) and constitute the entire agreement among the Parties with respect thereto.

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

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

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

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

\* \* \*

*Signature Pages to Follow*

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

**IMM:**

**INTERNATIONAL MONEY MANAGEMENT, INC.**

By: /s/ Gilbert Figueroa

Name: Gilbert Figueroa

Title: Chief Executive Officer

**MAJORITY SHAREHOLDERS:**

Gilbert Figueroa

By: /s/ Gilbert Figueroa

Grant Bettingen, Shareholders' Representative

By: \_\_\_\_\_

Grant Bettingen

James Marcellino

By: /s/ James Marcellino

James Martin

By: \_\_\_\_\_

Maurice J. DeWald

By: \_\_\_\_\_

**ACQUIROR:**

**AXIOCOMM, INC.**

By: /s/ Vincent Browne

Name: Vincent Browne

Title: Chief Executive Officer

**PARENT COMPANY:**

**AXIOLOGIX, INC.**

By: /s/ Vincent Browne

Name: Vincent Browne

Title: Chief Executive Officer