



PARTNERSHIP LICENSING AGREEMENT

This agreement was entered in on _____ between _____ hereafter known as (Website Client) and Voice2Page.com, d.b.a. (doing business as), V2P Communications, Inc. a Nevada State Corporation, hereafter known as (Company).

Purpose of Agreement

This official agreement was created to establish and to define the terms of service for technology usage and licensing between the Website Client and the Company; and to clearly define the services provided to the Website Client by the Company. This agreement also defines the compensation paid to the Company for Record-by-Phone website audio services provided to the Website Client.

Special Services Rendered

The Company is providing the Website Client with special Record-by-Phone Internet Audio services for adding voice messages on the Website Client's member profile pages with a telephone. The Website Client's members will be able to use any telephone to record a 30-second voice message for his or her website profile page. The Website Client intends to enable its members with the ability opt-in and subscribe to billable monthly Record-by-Phone voice messaging profile features. Audio playback and recording features will be available from the Company 24hrs a day for the entire 30-day or monthly period of membership subscription services.

Recording Lines

The Company will provide the Website Client with non-toll free recording hotlines for member voice recordings. The Website Client will provide audio introduction voice prompts for their dedicated recording hotlines.

Acknowledgement:

The Website Client understands that the Company does not police or monitor the Website member's voice messages and audio recordings. Nevertheless, the Website Client will be provided with the tools for monitoring its member's audio recordings and voice messages.

Compensation

The Website Client agrees to pay the Company a 50% sales commission on all sales that are directly related to the Website's membership and Record-by-Phone audio recordings for voice messages on member profiles and other areas of the Website Client's website(s). The Website Client will only pay for usage and audio services that have been activated and used by its website membership base. As of today, the Website Client intends to charge its members \$3.00 a month for special Record-by-Phone services; of which \$1.50 (50% sales commission) will be paid to the Company at the beginning of each month for services rendered. Provisions have been made for changes in the pricing structure. Henceforth, to avoid confusion and misunderstandings; any changes to said pricing structure would require written consent of both involved parties

Term of Agreement

The term of this agreement shall be binding and shall not exceed a 24 months, from the execution of this agreement, unless otherwise stated in writing. Nevertheless, this contractual agreement will remain in full force until all payments have been collected for services rendered and all



respective services have been completed for the Website Client by the Company. This agreement may automatically extend by 30-days if necessary to complete the terms of this agreement by either party. The terms of this agreement can be extended or terminated provided both parties agree in writing to the modification of the terms stated above.

Termination Clause

Termination of this contractual agreement can only be done by written notice via mutual agreement executed by both parties. Neither party shall have the power to cancel or terminate this contract unilaterally.

Disclaimers

The Company makes no express or implied warranties or representations with respect to our website audio services. In addition, we make no representation that the operation of our services will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. The Website Client holds the Company harmless for any and all injury incurred, either financially or personally, as a result of failure of Internet audio services, downtime for upgrades in the recording system or its technology.

Refund Policy

The Company's Record-by-Phone Internet audio services are irrevocable and non-tangible goods. Once executed, services are considered rendered. Because of this, the Company does not issue full-refunds after Internet audio services have been executed.

Governing Law

This Agreement will be governed by the laws of the United States and the state of Nevada, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Las Vegas, NV and you irrevocably consent to the jurisdiction of such courts. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

Arbitration Clause

Should a dispute or disagreement arise regarding the contents of this agreement or its terms, both parties can agree to settle said matters through acts of arbitration or binding mediation. This agreement is governed by the laws of the State of Nevada, USA and the Nevada State Superior Courts.

Confidentiality Statement

Whereas, the Company and the Client Website acknowledges that certain confidential information may be disclosed between the Website Client, the Company and possibly each others affiliates, clients, consultants, employees and others, the parties identified herein agree that; transmitted information will be shared only on a "need-to-know" basis, if approved by both parties in writing. In addition, both parties agree not to disclose information regarding financial arrangements, service costs or discount services rates to outside parties.

Good Faith Statement

In addition, both parties agree to work together in good faith and not circumvent each others



business or sales relationships and to support the underline spirit of this agreement, within reason. The Company agrees not to intentionally interfere with the Websites business activities within the terms of this agreement. It is understood that, neither party shall disclose information regarding the other without expressed written consent.

Contractual Agreement Modification Clause

Additional provisions can be made to this document to include future services and/or extension of terms in the form of an attachment provided both parties agree. Otherwise a new contract will be written.

Verification

This document supersedes all prior commitments verbal or written. This document may be followed by a more formal contractual agreement that can be signed both parties, if both parties agree to do so.

I have read and agreed to the above terms and conditions of this agreement:

V2P Communications, Inc.

Name:

Title:

Date:

Company

Name:

Title:

Date: