

VERIFICATION SYSTEM CONTRACT

MADE AND ENTERED INTO ON THIS ____ TH DAY OF _____, 2010

BY AND BETWEEN: VCCS., a corporation duly constituted under the laws of Quebec, having a place of business located at 3575 Boul. St-Laurent, Montreal province of Quebec, H2X-2T7, represented by Matthew Martin is duly authorized representative as he declares, hereinafter referred to as VCCS.

AND: _____, a corporation duly constituted under the laws of _____, d.b.a. "_____", having its head office located at _____
_____ represented by _____, its duly authorized representatives as they so declares, hereinafter referred to as the

CLIENT

PREAMBLE

WHEREAS VCCS. is in the business of recording and storing verbal Contract recordings,

WHEREAS CLIENT desires to record Verbal Contracts on VCCS. equipment,

NOW, THEREFORE, THE PARTIES HERETO WITNESSETH THEIR COVENANT AS FOLLOWS:

1. PREAMBLE

1.1 The Preamble to the present Agreement shall form part of the Agreement itself as if it were enumerated at length herein.

2. PURPOSE OF THE AGREEMENT

2.1 CLIENT agrees to use VCCS. equipment and VCCS. agrees to Allow CLIENT to record Verbal Contracts on VCCS. equipment.

3. VCCS.' OBLIGATIONS

- 3.1 VCCS. agrees to allow CLIENT to dial 1-514-448-1097 anytime, 24 hours a day, to record or play back Verbal Contracts of up to 10 mins. in length.
- 3.2 VCCS. equipment will assign a separate Verbal Contract number for each verbal Contract recorded.
- 3.3 VCCS. will maintain this Verbal Contract on-line so CLIENT can play said Verbal Contract back anytime 24 hours a day for up to 120 days after the date on which the Verbal Contract was recorded.
- 3.4 Upon Client's request, VCCS. will provide CLIENT with a CD/DVD containing all the Verbal Contracts recorded the previous 30 days and archive recordings for 36 months after the creation date.

4. CLIENT'S OBLIGATIONS

- 4.1 CLIENT agrees to pay VCCS. a fee of 0.50 cents for each Verbal Contract that CLIENT records on VCCS. equipment.
- 4.2 CLIENT agrees to pay the fees for recording and storing the Verbal Contracts described above by means of:
 - Paypal
 - EFT (Electronic Funds Transfer) Please provide a voided check to be faxed back with the signed contract. (In the event of a returned submittal a \$25.00 NSF fee will be charged to the client.) Valid only for Canadian bank accounts.
- 4.3 CLIENT understand and agrees that only the person signing the present agreement on its behalf, or any other person designated by CLIENT in writing to VCCS., shall have the authority to deal with VCCS. concerning operational matters, including, but without limiting the generality of the preceding, modifications to telephone lines, automated verification scripts.

5. PAYMENT AND RECOGNITION OF OWNERSHIP

- 5.1 CLIENT hereby authorizes VCCS. to invoice CLIENT for all fees payable to VCCS. on the 2nd of each month for the balance due. If CLIENT has elected to pay by credit card, as per section 4.2. above, CLIENT hereby authorizes VCCS. to charge the amount owed to the said credit card.
- 5.2 In the event that CLIENT fails to pay VCCS. within 10 days after invoice date, or if CLIENT credit card account has insufficient funds to cover debit, or if CLIENT credit card above has been closed, VCCS. is authorized by

CLIENT to discontinue service to CLIENT immediately until all Verbal Contracts fees have been paid in full.

5.3 CLIENT agrees that It is owner of the following account(s):

Acct# _____

PIN1# _____ (Listen/Record/Web)

PIN2# _____ (Record Only)

and will be fully responsible for the balance of these accounts according to this service agreement.

6. DURATION OF THE AGREEMENT AND RIGHT OF TERMINATION

6.1 This Agreement shall be for an undetermined period.

6.2 VCCS. shall have the right to terminate the present agreement, with a thirty (30) days prior written notice.

6.3 Notwithstanding the preceding, in the event of documented material breach of the present agreement, which breach has not been resolved within FORTY EIGHT (48) hours from notice, or in the event that one of the parties is the object of legal proceedings related to deceptive marketing and/or unfair trade practices, the other party shall have the right to terminate the present agreement without prior notice.

6.4 For the purpose of the present, material breach by VCCS. is defined as violation of sections 3.1, 3.2 and 3.3 of the present Agreement while material breach by CLIENT is defined as violation of sections 4.1, 4.2, 4.3, 5.1, 5.2 and 5.3.

7. AGENCY, JOINT VENTURE, PARTNERSHIP

7.1 The Parties agree that no agency, joint venture, or partnership is created by this Agreement, and that neither Party shall incur any obligation in the name of the other without the other's prior written consent.

8. LIMITATION OF WARRANTY

8.1 **VCCS. MAKES NO WARRANTY TO CLIENT WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER TO CLIENT BY VCCS. ("SERVICES"), AND CLIENT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF USUABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The sole and exclusive obligation of VCCS. shall be to repair or replace the defective Services. VCCS. shall not be liable for incidental, special or consequential damages VCCS. employees or representatives, ORAL OR OTHER WRITTEN

STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by CLIENT, and are not a part of the present Agreement.

9. WAIVER

- 9.1 No waiver by either party of a breach or a default hereunder shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature;
- 9.2 Resort by one party to any remedies referred to in this Agreement or arising by reason of a breach of this Agreement by the other party shall not be construed as a waiver by the first party of its right to resort to any and all other legal and equitable remedies available to it.

10. FORCE MAJEURE/ACT OF GOD

- 10.1 Neither VCCS. nor CLIENT shall be liable to each other or be deemed in breach or default of any obligations contained in this Agreement, for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to delay due to the elements, acts of government, acts of God, fires, floods, epidemics, embargoes, riots, strikes, computers viruses, acts of hackers, any of the foregoing events being referred to as a "Force Majeure" condition. In such event, dates for performance shall be extended for the period of delay resulting from the Force Majeure condition. The party affected by a Force Majeure condition shall, as soon as practicable, notify the other party of the nature and extent of such condition.

11. NOTICE

- 11.1 All notices, approvals, consents, requests, demands or other communications to be given to either party in writing may be effected by personal delivery or by prepaid registered mail, return receipt requested or by telefax. Such communication shall be addressed to CLIENT and VCCS. at their respective addresses as set forth in the preamble above (or to such other address as may have been transmitted in writing by the party concerned to the other party) and shall be effective upon actual delivery to that address.

12. GOVERNING LAW AND EXCLUSIVE VENUE

- 12.1 This Agreement is to be interpreted and construed in accordance with the laws of Quebec, Canada. For the purpose of the present, the parties elect domicile in the judicial district of Montreal and the exclusive venue for any legal proceeding resulting from the present shall be the courts of the judicial district of Montreal, Canada.

13. ENTIRE AGREEMENT

13.1 This Agreement contains the entire understanding of the parties and there are no representations, warranties, promises, or undertakings other than those contained herein. This Agreement supersedes and cancels all previous agreements between the parties hereto.

14. BINDING EFFECT

14.1 This Agreement shall be binding on the parties, and they each warrant that the undersigned are authorized to execute this Agreement on behalf of their respective parties.

15. SURVIVAL OF THE RIGHTS

15.1 Notwithstanding anything to the contrary contained herein, such obligations which remain executory after expiration of the term of this Agreement or upon its early termination shall remain in full force and effect until discharged by performance and such rights as pertain thereto shall remain in force until their expiration.

16. SEVERABILITY

16.1 In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

17. CAPTIONS

17.1 The captions used in connection with the paragraphs and subparagraphs of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect.

18. ASSIGNMENT

18.1 It is agreed that VCCS. shall have the right to assign the present agreement with the prior approval of Client, whose approval shall not be withheld unreasonably.

19. LANGUAGE CLAUSE

19.1 The parties acknowledge that they have specifically requested and consented that this Agreement be drawn up in the English Language. Les parties reconnaissent qu'elles ont spécifiquement exigé, requis et consenti à ce que la présente entente, soit rédigée en anglais

IN WITNESS WHEREOF, THE PARTIES HERETO AGREE THAT THIS AGREEMENT SHALL TAKE EFFECT AS OF THE DATE AND YEAR FIRST WRITTEN ABOVE.

VCCS.

Per: _____
Matthew Martin, President

Date: _____

CLIENT

Per: _____

Date: _____