

VOTING AGREEMENT

This voting agreement is dated the 4th day of February, 2014 (the "**Agreement**") and is made

BETWEEN:

UFPB VOODOOVOX LLC
C/O User Friendly Phone Book LLC
10200 Grogan's Mill Road
The Woodlands, Texas
U.S.A. 77380

(hereinafter "**User Friendly**");

AND:

STABLEVIEW ASSET MANAGEMENT INC.
1200 Bay Street, Suite 403
Toronto, ON
M5R 2A5

(hereinafter the "**Shareholder**").

WHEREAS on the date hereof, VoodooVox Inc. (the "**Company**") and User Friendly entered into a securities purchase agreement (the "**Securities Purchase Agreement**") pursuant to which User Friendly purchased 67,500,000 common shares of the Company;

AND WHEREAS as of the date hereof, the Company consummated an offering of common shares of the Company concurrently with the closing of the Securities Purchase Agreement (the "**Concurrent Offering**");

AND WHEREAS after giving effect to the Concurrent Offering, the Shareholder has control or direction over, directly or indirectly, 21,800,000 fully paid and non-assessable common shares of the Company, of which (i) 12,500,000 of such common shares of the Company that the Shareholder has control or discretion over, directly or indirectly, immediately after giving effect to the Concurrent Offering are subject to this Agreement (the "**Shares**") and (ii) 9,300,000 of such common shares of the Company that the Shareholder has control or discretion over, directly or indirectly, immediately after giving effect to the Concurrent Offering are excluded from this Agreement (the "**Excluded Shares**");



AND WHEREAS the Shareholder and User Friendly wish to agree on the exercise from time to time of the voting rights in (i) the Shares and (ii) any other Acquired Company Securities (as defined below) beneficially owned, directly or indirectly, by the Shareholder or over which the Shareholder has control or direction, directly or indirectly (together with the Shares, the "Subject Shares"), in respect of certain particular matters, as set forth in this Agreement. For the purposes of this Agreement the "Subject Shares" shall include all shares, rights or other securities issued in exchange for, replacement of or otherwise pursuant to, the Subject Shares in connection with any subdivision, consolidation, change, classification, reclassification, conversion or exchange of the Subject Shares or any amalgamation or other form of merger or reorganization of the Company with another entity. The term "Acquired Company Securities" means any common shares of the Company, or securities convertible into or exercisable for common shares of the Company, that are hereafter acquired directly from the Company by the Shareholder or any of its affiliates or their respective clients as a result of an issuance from treasury of the Company after the consummation of the Concurrent Offering (and, for the avoidance of doubt, Acquired Company Securities specifically exclude (i) open market (secondary market) purchases of common shares of the Company by the Shareholder or any of its affiliates or any of their respective clients) and (ii) the Excluded Shares.

NOW THEREFORE, in consideration of the premises, which form an integral part of this Agreement, the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto covenant and agree with each other as follows:

1. REPRESENTATIONS, WARRANTIES, ACKNOWLEDGEMENTS AND COVENANTS

1.1 The Shareholder represents and warrants that:

- (1) has control or direction over, directly or indirectly, the Subject Shares, free and clear of all liens, claims and encumbrances;
- (2) it has all requisite power and authority to enter into and perform its obligations under this Agreement;
- (3) the execution, delivery and performance by the Shareholder of this Agreement and the consummation of the transactions contemplated hereby do not and will not, to the Shareholder's knowledge, (i) violate any applicable law, rule, regulation, judgment, injunction, order or decree, (ii) require any consent or other action by any person or entity under, constitute a default under, conflict with, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit to which the Shareholder is entitled under any provision of any agreement or other instrument binding on the Shareholder, or (iii) result in the imposition of any lien on any Subject Shares or any assets of the Shareholder; and
- (4) after giving effect to the Concurrent Offering, the Shareholder shall have control or direction over, directly or indirectly, 21,800,000 common shares of the Company.

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1.2 The Shareholder acknowledges and covenants that during the term of this Agreement, except in accordance with this Agreement, the Shareholder may not (A) cause the Subject Shares to be (i) transferred, sold, assigned, exchanged, given away, donated or otherwise disposed of, where possession, legal title, beneficial ownership or the economic risk or return associated with such Subject Shares would pass directly or indirectly to another, whether or not for value, and however occurring, or (ii) mortgaged, pledged, charged, or otherwise encumbered, or (B) enter into any agreement, undertaking or commitment to effect any of clauses (i) or (ii) of this subsection 1.2 (the occurrence of any of the items specified in clauses (A) or (B) of this subsection 1.2 is referred to as a "Transfer");

2. AGREEMENT TO VOTE SHARES

2.1 During the term of this Agreement, the Shareholder irrevocably and unconditionally agrees to exercise, or cause to be exercised, the voting rights attaching to the Subject Shares at any annual general meeting or special meeting of the shareholders of the Company, held during the term of this Agreement ("Company Meetings"), or pursuant to any written consent of the shareholders of the Company in lieu of a Company Meeting, in favor of the following matters:

- (1) the election of the members of the board of directors of the Company nominated at any Company Meeting (or pursuant to any written consent of the shareholders of the Company in lieu of a Company Meeting) in accordance with and pursuant to Section 4.7 of the Securities Purchase Agreement, a relevant extract of which is attached as Schedule A hereto; and

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■ [Redacted]

■ [Redacted]

2.2 For greater certainty, the Shareholder will not vote any Subject Shares (or execute any written consent with respect to any Subject Shares) in a manner inconsistent with subsection 2.1(1)

[Redacted]

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[REDACTED]

2.3 In the event that, for whatever reason, the Shareholder by its duly appointed representative or proxy shall be unable or unwilling to attend any Company Meeting (or to execute any written consent of shareholders of the Company in lieu of a Company Meeting to vote in favor of the items set forth in Section 2.1 above), the Shareholder hereby irrevocably agrees to grant to and appoint User Friendly to exercise, or cause to be exercised, the voting rights attaching to all the Subject Shares in respect of the matters set forth in Section 2.1, as the Shareholder's sole and exclusive proxy in respect of the Subject Shares (with full power of substitution), for and in the Shareholder's name, place and stead, at such Company Meeting (or with respect to such written consent). The Shareholder will promptly execute all such documents and instruments and take all such further steps as may be required to give effect to the appointment of User Friendly as its proxy pursuant to this Section 2.3 and permit User Friendly to exercise the voting rights attached to the Subject Shares in accordance with the terms of this Agreement at any such Company Meeting.

2.4 User Friendly shall have no obligations in respect of the Subject Shares other than those specifically set forth herein. User Friendly, acting, or refraining from acting, in good faith, shall not be liable for any mistake of fact or error of judgment by it or for any acts or omissions by it of any kind, unless caused by its wilful misconduct or gross negligence, and shall be entitled to rely, and shall be protected in doing so, upon (a) any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so, and (b) the advice of counsel (which may be of User Friendly's own choosing). User Friendly shall have no responsibility for the contents of any writing submitted to it under this Agreement and shall be entitled to rely without any liability upon the contents hereof.

2.5 The Shareholder shall have no obligations to User Friendly in respect of the Subject Shares other than those specifically set forth in this Agreement.

3. TERMINATION

This Agreement shall be terminated on the first to occur of the following events (a) the Company is dissolved, wound-up or liquidated, (b) User Friendly becomes the beneficial owner of at least 51% or less than 15% of the issued and outstanding common shares of the Company, (c) all the Parties shall execute an instrument in writing so declaring, or (d) four years from the date hereof.

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4. TRANSFERS TO THIRD PARTIES; [REDACTED] STANDSTILL

4.1 The Shareholder shall not cause to be Transferred any Subject Shares except as expressly permitted by this Agreement.

[REDACTED]

[REDACTED]

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[Redacted: Commercially Sensitive Information]

■ [Redacted]

■ [Redacted]

[Redacted]

■ [Redacted]

■ [Redacted]

■ [Redacted]

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■ [Redacted]

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[Redacted]

4.5 Standstill

During the term of this Agreement, the Shareholder may not, on its own behalf or on behalf of its affiliates or its or their respective clients,:

- (1) without the prior written consent of User Friendly (such consent not to be unreasonably withheld), acquire or agree to acquire, or make any proposal or offer to acquire, directly or indirectly or in any manner, any securities of the Company, or direct or indirect rights or options to acquire securities or assets of the Company or any of its subsidiaries, except for open market (secondary market) purchases of common shares of the Company on behalf of its clients in accordance with their written instructions;
- (2) without the prior written consent of User Friendly, solicit proxies from shareholders or other securityholders of the Company with respect to the voting of any of the Company's voting securities for the purpose of effecting any take-over bid, tender or exchange offer, amalgamation, merger, arrangement or other business combination involving the Company; or
- (3) without the prior written consent of User Friendly, solicit, initiate or engage in any discussions or negotiations, or enter into any agreement, commitment, or understanding, or otherwise act jointly or in concert with any person in order to propose or effect any take-over bid, tender or exchange offer, amalgamation, merger, arrangement or other business combination involving the Company.

5. GENERAL

5.1 This Agreement between the Shareholder and User Friendly contains the entire agreement between the parties in respect of the subject matters hereof and there are no warranties, representations, terms, conditions or collateral agreements, express, implied or statutory, other than as expressly set forth herein.

5.2 All representations, warranties, agreements and covenants made by the Shareholder and User Friendly herein will survive the execution, delivery and performance of this Agreement.

5.3 The Shareholder agrees that irreparable damage would occur in the event any provision of this Agreement is not performed in accordance with the terms hereof and that User Friendly shall be entitled to specific performance of the terms hereof in addition to any other remedy to which it is entitled at law or in equity.

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5.4 If any part of any provision of this Agreement or any other agreement, documents or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining part of said provision or the remaining provisions of this Agreement.

5.5 All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the Province of Ontario, without regard to the principles of conflicts of law thereof. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement shall be commenced exclusively in the courts sitting in the Province of Ontario. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the courts of the Province of Ontario for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of this Agreement), and hereby irrevocably waives, and agrees not to assert in any proceeding, any claim that it is not personally subject to the jurisdiction of any such court or that such proceeding is improper. Each party hereto hereby irrevocably waives personal service of process and consents to process being served in any such proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

5.6 The parties hereto agree to execute such further documents and do or cause to be done all other acts or things reasonably necessary to implement and carry into effect this Agreement in accordance with its intent.

5.7 Any notice to be given by any party to another under this Agreement must be in writing and will be deemed to be properly given when delivered by hand, or if possible, communicated by telecopier, on any business day, to the following addresses for the notice of the intended recipient:

- (a) in the case of notice to User Friendly:

c/o User Friendly Phone Book LLC
10200 Grogan's Mill Road
The Woodlands, Texas
U.S.A. 77380
Attention: [REDACTED] [Redacted: Personal Information]

- (b) in the case of notice to the Shareholder:

Stableview Asset Management Inc.
1200 Bay Street, Suite 403



Toronto, ON

M5R 2A5

Attention: [REDACTED]

[Redacted: Personal Information]

and a party may give notice to another party to change its address for notice to some other address, and a party will change its address for notice to an address that is suitable whenever its existing address for notice is not appropriate for delivery by hand.

5.8 Time is of the essence of this Agreement.

5.9 This Agreement will become effective on the date hereof.

5.10 This Agreement will inure to the benefit of and be binding upon the parties hereto and upon their respective successors, permitted assigns and other legal representatives.

5.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

UFPB VOODOOVOX LLC

[Redacted]

[Redacted]

[Redacted: Signatures]

STABLEVIEW ASSET MANAGEMENT INC.

[Redacted]

[Redacted: Signatures]

Per: _____

Name: [Redacted] *Colin Fisher*
Title: [Redacted] *President & Portfolio Manager*

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SCHEDULE A

Extract

The Company shall provide each shareholder entitled to vote at a special meeting of shareholders of the Company (the "**Shareholder Meeting**") a proxy statement soliciting each such shareholder's affirmative vote at the Shareholder Meeting for approval of resolutions ("**Shareholder Resolutions**") providing for the following:

(a) the election of five (5) members of the Board of Directors of the Company as follows (the "**Board Nomination Rights**"):

(A) two (2) members nominated by the Purchaser (i.e. User Friendly);

(B) two (2) members nominated by a majority of the members of the Board of Directors not nominated by the Purchaser; and

(C) one (1) independent member of the Board of Directors (the "**Independent Board Member**") nominated by mutual agreement of (y) the Purchaser and (z) a majority of the members of the Board not nominated by the Purchaser; and

(b) any other matters relating thereto to be approved by the shareholders of the Company (including the ratification by the shareholders of the By-laws Amendment).

The term "**By-laws Amendment**" means the amendment to the by-laws of the Company to remove the provision that the Chairman of any meeting the Board of Directors casts the deciding vote in the event of a tie and any other provision indicated in writing by the Purchaser prior to the closing of the Securities Purchase Agreement.

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