<div align="center">**SOFTWARE DEVELOPMENT AGREEMENT**</div>

DATE: 10/4/11 (The "Effective Date")

PARTIES:

VoxPop Worldwide Inc. ("VOXPOP" or "CUSTOMER")
548 Main Street, Suite 1
Stroudsburg, PA 18360 USA

and

NET-VR ("NET-VR" or "DEVELOPER")
Neubruchstrasse 4 8127 Forch, Switzerland

BACKGROUND:

NET-VR has an established internet radio player that is marketed on the Android Marketplace under the name VRadio that CUSTOMER wishes to hire and pay in cash and equity to modify in a 2 phase program. Phase I will encompass rebranding the current VRadio application under the VOXPOP marks and with the VOXPOP services embedded; Phase II will be a more involved development program whereby the current VRadio will be modified and built out according to the VOXPOP specifications. It is contemplated that Phase I will be complete by 10/17/11 and Phase II will be engaged by engagement letter but under the rules of this Agreement by 1/17/12. This Agreement covers both Android and Apple iOS platforms (iOS as it is completed).

AGREEMENT:

1.   Definitions and Interpretation. In this Agreement:

> **"Acceptance Criteria"** means the following criteria:

>> (a)   the Software conforming in all material respects to requirements in Schedule 1;

>> (b)   the Software not exhibiting any Defects; and

>> (c)   the Software fully tested and ready for marketing.

> **"Acceptance Period"** means the period of 10 Business Days following the date of delivery of the Software to the CUSTOMER;

> "**CUSTOMER Works**" means:

>> (a)   the works and materials identified as such in Schedule 1; and

>> (b)   any other works and materials that:

>>> (i)   the parties agree in writing shall be incorporated into the Software; and

>>> (ii)   are provided to the DEVELOPER by the CUSTOMER, or by any third party acting for or on behalf of the CUSTOMER, for incorporation into the Software;

> "**Custom Software**" means those elements of the Software identified as such in Schedule 1 for Phase II all elements of the Software, excluding the Third Party Works and CUSTOMER Works, created by or on behalf of the DEVELOPER on or after the Effective Date in executable format only;

> "**Defect**" means a defect, error or bug having an adverse effect on the appearance, operation or functionality of the Software, but excluding any defect, error or bug caused by or arising as a result of:

(a)   an act or omission of the CUSTOMER, or an act or omission of one of the CUSTOMER's employees, officers, agents, suppliers or sub-contractors; or

(b)   an incompatibility between the Software and any other system, application, program or software not forming part of the Environment or otherwise specified as compatible in Schedule 1;

"**DEVELOPER Software**" means the Standard Software and the Custom Software including where the context permits any authorised derivatives of the DEVELOPER Software created by or on behalf of the CUSTOMER under this Agreement;

"**Effective Date**" means the date of execution of this Agreement;

"**Environment**" means the computer hardware and software environment for use in which the Software will be designed, the requirements for which are set out in Schedule 1;

"**Milestone**" means a specific milestone, achievement, notification, action or other event identified as a milestone in Schedule 2;

"**Source Code**" means the source code of the Standard Software / DEVELOPER Software, together with all other technical information reasonably required to enable the maintenance, updating and modification of the Standard Software / DEVELOPER Software, and including where the context permits any authorized derivatives of the source code;

"**Standard Software**" means those elements of the Software identified as such in Schedule 1 / the Software excluding the Custom Software, the CUSTOMER Works and the Third Party Works / all elements of the Software, excluding the Third Party Works and the CUSTOMER Works, created before the Effective Date in executable format only;

"**Target Delivery Date**" means the target date for delivery of the Software specified in Schedule 2;

"**Third Party Works**" means:

(a)   the works and materials identified as such in Schedule 1; and

(b)   any other works and materials that the parties agree in writing will be incorporated into the Software as Third Party Works; and

"**Term**" means the term of this Agreement.

2.   Term. This Agreement will come into force on the Effective Date and will continue in force until October 1, 2014, upon which it will terminate automatically, unless terminated earlier in accordance with the terms of this Agreement; or a new contract has been negotiated to take its place.

3.   Services Overview

3.1   The DEVELOPER will design and develop the Custom Software and integrate the Custom Software with the Standard Software, the Third Party Works and the CUSTOMER Works, in accordance with the terms of this Agreement.

3.2   The DEVELOPER may sub-contract the provision of any of the Services without obtaining the consent of the CUSTOMER.

4.   Development and Delivery. Subject to the CUSTOMER's compliance with the terms of this Agreement, the DEVELOPER will undertake all reasonable actions to attain each Milestone by the relevant date set out in the schedules hereto and complete the development of the Software and deliver the Software to the CUSTOMER on or before the Target Delivery Date.

5.   CUSTOMER Acceptance Testing

5.1   During the Acceptance Period, the CUSTOMER will carry out tests to determine whether the Software meets the Acceptance Criteria; and the DEVELOPER hereby grants to the CUSTOMER a temporary license to use the DEVELOPER Software for the sole purpose of carrying out such tests during the Acceptance Period.

5.2   If the tests referred to in Clause 5.1 indicate that the Software meets the Acceptance Criteria, the CUSTOMER will send to the DEVELOPER a written notice of acceptance of the Software, such notice to be issued not more than 10 Business Days following the end of the Acceptance Period.

5.3   If the tests referred to in Clause 5.1 indicate that the Software does not meet the Acceptance Criteria:

(a)   the CUSTOMER will send to the DEVELOPER a written notice setting out in detail the respects in which the Software does not meet the Acceptance Criteria, such notice to be issued not more than 10 Business Days following the end of the Acceptance Period; and

(b)   the CUSTOMER will within 10 Business Days following receipt of a written request from the DEVELOPER re-perform the tests indicating that the Software does not meet the Acceptance Criteria in the presence of representatives of the DEVELOPER.

6.   Payment

6.1   Payment shall be provided in accordance with the previously agreed upon arrangement according to the Phase of the project as follows:

(a)   Phase I - CUSTOMER will pay to DEVELOPER a cash fee of US$500.00 plus 265,000 shares of its restricted common stock (stock to be delivered within 45 days) ("Stock"); and

(b)   Phase II - CUSTOMER will pay to DEVELOPER only upon Engagement Letter using this Agreement as the rules a cash fee of $7,500 per month on retainer against software developed plus 735,000 shares of Stock vesting over 35-months in 21,000 share increments.

6.2   All cash payments will be made via wire transfer on the 5th day of the month and Stock will be accrued onto one certificate with exception of the initial 265,000 shares.

7.   License. The DEVELOPER hereby grants to the CUSTOMER from the date of acceptance of the Software by the CUSTOMER a non-exclusive, worldwide license to on Phase I software and an exclusive, worldwide license on Phase II software: (i) install the DEVELOPER Software; (ii) use the DEVELOPER Software in accordance with its documentation; (iii) back-up the DEVELOPER Software; and/or (iv) alter the DEVELOPER Software (including patching and upgrading the DEVELOPER Software, and creating new versions of the DEVELOPER Software).

8.   Intellectual Property Rights

8.1   The Third Party Works will be either as agreed between the parties acting reasonably:

(a)   supplied in accordance with the relevant licensor's standard licensing terms and conditions; and/or

(b)   supplied on license terms notified by the DEVELOPER to the CUSTOMER;

(c)   to include source code files of Phase II and further projects.

8.2   The DEVELOPER may include the statement "Powered by VR Technology" in the Software in a position and in a form to be agreed by the parties in Phase I software only. The CUSTOMER will retain any such credit and link in any adapted version of the Software, and the CUSTOMER will and will only remove any such credit and link from the Software at the DEVELOPER's request.

9. Warranties. The CUSTOMER acknowledges that:

9.1 complex software is never wholly free from defects, errors and bugs, and the DEVELOPER gives no warranty or representation that the Software will be wholly free from such defects, errors and bugs;

9.2 the DEVELOPER has designed the Software to work in the Environment, and the DEVELOPER does not warrant or represent that the Software will work in any other hardware or software environment;

9.3 the DEVELOPER does not warrant or represent that the Software will be compatible with any application, program or software not specifically identified as compatible in Schedule 1; and

9.4 the DEVELOPER will not and does not purport to provide any legal, taxation or accountancy advice under this Agreement or in relation to the Software and (except to the extent expressly provided otherwise) the DEVELOPER does not warrant or represent that the Software will not give rise to any civil or criminal legal liability on the part of the CUSTOMER or any other person.

10. Termination.

10.1 Either party may terminate this Agreement without cause upon 90 days' prior written notice, provided that such notice may not be given prior to the end of Phase I.

10.2 In addition to any other rights and/or remedies that VOXPOP may have under the circumstances, all of which are expressly reserved, VOXPOP may suspend performance and/or terminate this Agreement immediately upon written notice at any time if:

(a) NET-VR is in material breach of this Agreement and fails to cure that breach within 10 days after written notice thereof; or

(b) NET-VR makes any assignment for the benefit of creditors; or has a trustee or receiver appointed for its business or assets or any part thereof.

10.3 In addition to any other rights and/or remedies that NET-VR may have under the circumstances, all of which are expressly reserved, NET-VR may suspend performance and/or terminate this Agreement immediately upon written notice at any time if:

(a) VOXPOP is in material breach of this agreement and fails to cure that breach within 10 days after written notice thereof; or

(b) VOXPOP makes any assignment for the benefit of creditors; or has a trustee or receiver appointed for its business or assets or any part thereof.

10.4 In the event of termination or expiration of this Agreement for any reason, any provisions intended to survive thereafter shall survive termination. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

10.5 If NET-VR is in material breach of this Agreement, then, in addition to any other remedies which VOXPOP may have under the circumstances, VOXPOP will have the right to withhold payment of amounts otherwise owed by VOXPOP to NET-VR pursuant to this Agreement; provided, however, that VOXPOP shall give NET-VR not less than 10 days to cure such breach prior withholding any such payments.

11. Confidentiality.

11.1 The parties hereby agree that the terms and any and all aspects of this Agreement, unless otherwise agreed to herein, of or relating to this Agreement, shall be treated as confidential.

11.2   Without having first sought and obtained VOXPOP's written approval (which VOXPOP may withhold in its sole and absolute discretion), NET-VR shall not, directly or indirectly, trade upon this transaction or any aspect of NET-VR's relationship with VOXPOP.

11.3   Neither party will issue any press release or make any public announcement(s) relating in any way whatsoever to this Agreement or the relationship established by this Agreement without the express prior written consent of the other party. However, the parties acknowledge that this Agreement, or portions thereof, may be required under applicable law to be disclosed, as part of or an exhibit to a party's required public disclosure documents. If either party is advised by its legal counsel that such disclosure is required, it will notify the other in writing and the parties will jointly seek confidential treatment of this Agreement to the maximum extent reasonably possible, in documents approved by both parties and filed with the applicable governmental or regulatory authorities. Notwithstanding the foregoing, VOXPOP and NET-VR will cooperate to create a mutually approved joint press release regarding the non-confidential aspects of this Agreement, which press release shall be issued by each party on the Launch Date; *provided, however*, that the precise timing of such press release shall be subject to the approval of VOXPOP (in its sole and absolute discretion).

12.   Representations.

12.1   Each party warrants and represents that it has the full power to enter into this Agreement and to grant the rights set forth herein, and it has not previously and will not grant any rights to any third party that are inconsistent with this Agreement.

12.2   The DEVELOPER acknowledges that, unless they have been advised by VOXPOP that a current registration statement is in effect covering the resale of the Stock, because the Stock has not been registered under the Securities Act of 1933, as amended (the "Act"), the Stock must be held by the DEVELOPER indefinitely unless subsequently registered under the Act or an exemption from such registration is available. The DEVELOPER is aware of the provision of Rule 144 promulgated under the Act that permits the limited resale of shares subject to the satisfaction of certain conditions, including, among other things, the satisfaction of having held the Stock for a certain duration of time, the availability of certain current public information about VOXPOP, the sale being through a "broker's transaction" (as provided by Rule 144(f)), and the volume of shares sold not exceeding specified limitations (unless the sale is within the requirements of Rule 144(k)).

12.3   The DEVELOPER is: (i) an accredited investor as defined in Rule 501(a) of Regulation D of the SEC; (ii)(A) either alone or with the DEVELOPER' professional advisor or advisors, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of acquiring the Stock, (B) either alone by reason of the DEVELOPER' business or financial experience or together with the DEVELOPER' professional advisor or advisors, has the capacity to protect the DEVELOPER' interests in connection with acquisition of the Stock; and (iii) able to bear the economic risk of the investment in the Stock, including a complete loss of the investment. The DEVELOPER is not relying on VOXPOP with respect to tax and other economic considerations involved in the acquisition of the Stock.

12.4   The DEVELOPER acknowledges that the Stock is being acquired as an investment and not with a view to the unlawful distribution thereof and understands that the certificates representing the Stock shall bear one or more of the following restrictive legends:

(i)   "THESE SECURITIES HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR THE SECURITIES LAWS OF ANY STATE. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER THE ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY TO THE EFFECT THAT SUCH REGISTRATION AND QUALIFICATION UNDER THE ACT AND SUCH LAWS IS NOT REQUIRED"; and

(ii)   Any legend required by applicable state law.

12.5 DEVELOPER shall not, at any time prior to the second anniversary of each Stock issuance under this Agreement (the "Restricted Period"), directly or indirectly, without the consent of the COMPANY (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any of the Stock or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the Stock ("Transfer"). The restrictions on Transfers set forth herein shall not apply to a Transfer pursuant to Rule 144 or an effective registration statement provided, (i) during the period commencing one year after the Effective Date and ending 90 days thereafter such Transfer shall not exceed 20% of the number of shares of Stock owned by Developer, (ii) during the period commencing 18 months after the Effective Date and ending 90 days thereafter shall not exceed 20% of the number of shares of Stock owned by Developer, and (iii) during the period commencing two years and ending 90 days thereafter such Transfers shall not exceed 25% of the number of shares of Stock owned by Developer. The numerical limitations above shall be absolute for each period.

13. General

13.1 Neither party shall represent itself as the agent or legal representative of the other for any purpose whatsoever, and neither party shall have the right to create or assume for the other any obligation of any kind. This Agreement shall not create or be deemed to create an agency, partnership, franchise, employment relationship or joint venture between the parties. Each party's employees who perform services related to this Agreement shall remain under the exclusive direction and control of their respective employer and shall receive such salaries, compensation and benefits as their respective employer may from time to time determines. Each party shall have full and sole responsibility for its employees who perform any service related to this Agreement with regard to compliance with all applicable laws, rules and regulations governing such party relating to employment, labor, wages, benefits, taxes and other matters affecting its employees.

13.2 All notices to be given hereunder must be in writing and shall be delivered by commercial overnight courier which permits the verification of delivery (i.e. FedEx, UPS) and shall be sent to the addresses set forth in the opening paragraph of this Agreement, or at such other address as a party my hereafter designate by written notice. Notices shall be deemed given 3 business days after validly deposited with the commercial overnight courier during the courier's pick-up hours.

13.3 This Agreement shall be construed, enforced, performed and in all respects governed by and in accordance with the laws in the State of Pennsylvania. In any action or suit to enforce any right or remedy under this Agreement the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

13.4 It is the goal of the parties to maintain, at all times, a constructive and positive relationship on the matters described in this Agreement. However, should a dispute arise between the parties, the parties believe that a prompt and fair resolution is in the interests of all concerned. To this end, if any controversy or claim arises out of or relating to this Agreement in connection with the above described or any other matters, both parties waive any right to bring a court action or have a jury trial and agree that the dispute shall be submitted to binding arbitration to be conducted in the City of Stroudsburg, County of Monroe, State of Pennsylvania before the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules of the AAA.

13.5 In the event any provision of this Agreement is rendered null, void or otherwise ineffective in any given country or any political subdivision in a given country, then (i) the parties agree to negotiate in good faith an acceptable alternative provision which reflects as closely as possible the intent of the unenforceable provision and which shall apply only with respect to that portion of the Territory in which the original provision is rendered null, void or otherwise ineffective and (ii) notwithstanding, and regardless of whether the parties reach agreement after the good faith negotiations described in clause (i) immediately above, the validity, legality and enforceability of the remaining provisions of this Agreement with respect to such portion of the Territory (and of all of the provisions of this Agreement with respect to the balance of the Territory) shall not in any way be affected or impaired thereby and shall remain in full force and effect. Section and all other headings used herein are provided for convenience only and are not to be given any legal effect or considered in

interpreting any provision of this Agreement. No provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

13.6   Neither party may transfer, assign or sublicense this Agreement, or any rights or obligations hereunder, whether by contract or by operation of law, except with the express written consent of the other party, and any attempted transfer, assignment or sublicense by a party in violation of this Section shall be void. Neither party will unreasonably withhold or delay its consent to a requested transfer, assignment or sublicense. Subject to the provisions of this Section, this Agreement shall be binding upon and inure to the benefit of each party and their respective successors and assigns.

13.7   All rights and obligations of the parties hereunder are personal to them. Except as otherwise specifically stated herein, this Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party.

13.8   Each party shall be responsible for compliance with all applicable laws, rules and regulations, if any, related to the performance of its obligations under this Agreement.

13.9   No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof or thereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

13.10 This Agreement and the schedules contain the entire agreement of the parties with respect to the premises, and may not be modified or amended except by a written instrument executed by the party sought to be charged or bound thereby.

VOXPOP WORLDWIDE, INC.   **NET-VR AG**

By: _____   By: _____
Name: L. Joshua Eikov   Name: _____
Title: CEO   Title: _____

SCHEDULE 1

See attached Phase II Ver 2 Specifications PDF, which is incorporated in its entirety herein by this reference.

SCHEDULE 2

To be developed between the parties within 60 days after completion of Schedule 1 requirements.