

## **AGREEMENT**

This Agreement is being entered into by and between XSKN, Inc ("XSKN"), a Delaware Corporation, Lajo Group Limited ("LGL"), a Hong Kong company, and Cyber Kiosk Solutions, Inc. ("CYBK"), a Florida Corporation, on this 31<sup>st</sup> day of December 2013 ("Agreement").

## **RECITALS**

WHEREAS, XSKN, LGL and CYBK agree on the following;

WHEREAS, Lajo Group Limited ("LGL") is a Hong Kong company that owns the XSKN brand and designs, manufactures and sells silicone, plastic, TPU, leather, paper, cloth and wood products, under the XSKN brand.

WHEREAS, LGL shall retain the right to market and sell products under the XSKN brand; LGL is granted the right to sell CYBK licensed products to all territories it desires, if territories are approved by an identified Licensor.

WHEREAS, XSKN creates and distributes marketing and promotional silicone products ("Products");

WHEREAS, CYBK has agreed to provide XSKN funding to launch XSKN's operations in the United States;

WHEREAS, XSKN and CYBK executed a Letter of Understanding and Intent ("Letter") on February 22, 2013 wherein XSKN and CYBK set forth a framework of understanding;

WHEREAS the XSKN, CYBK and LGL (collectively "Parties") hereby agree that this Agreement shall supersede and replace the Letter once this Agreement is executed by each of and all of the Parties;

WHEREAS, CYBK has agreed to provide XSKN with sufficient working capital based upon certain parameters defined within this Agreement;

WHEREAS, CYBK agrees to provide additional working capital, as CYBK deems necessary and as confirmed by XSKN, to support XSKN's operations in the United States;

WHEREAS, CYBK will obtain a non-dilutable thirty-five percent (35%) ownership of XSKN upon execution of this Agreement and issuance of 500,000 restricted CYBK shares;

WHEREAS, XSKN has ceased any and all negotiations and/or discussions with any and all persons and/or entities regarding any potential business and investment matters involving XSKN or the Products other than the continued launch of the Products;

WHEREAS, XSKN has agreed to take any and all actions necessary to approve, adopt, accept, authorize, effectuate and implement the terms of this Agreement, including, but not limited to, submitting information to CYBK auditors as requested, issuing the ownership stock and/or amending the Bylaws.

WHEREAS, the Parties have agreed to the terms, conditions and responsibilities as set forth below as well as in the recitals above.

## **TERMS, CONDITIONS & RESPONSIBILITIES**

### **Representations from Letter**

1. As agreed in the Letter, XSKN reaffirms, warrants and guaranties that it presented CYBK with the names and addresses of any and all existing owners of XSKN and/or the names of all persons/entities for whom which ownership interests in XSKN have been promised.
2. As agreed in the Letter, CYBK will obtain a non-dilutable thirty-five percent (35%) ownership of XSKN with the issuance of stock from XSKN to CYBK. XSKN will remit to CYBK the shares representing the non-dilutable 35% ownership by January 17, 2014.
3. All owners of XSKN shall have equity ownership and voting power in XSKN.
4. LGL gives XSKN the right to sell and promote LGL's XSKN products.
5. LGL will give XSKN a price point that is lower than what is offered to existing LGL distributors so that XSKN can develop and make a profit from its own distributors, resellers and sell direct to the public.
6. Any and all distributors developed by XSKN will be exclusive to XSKN once XSKN has ordered and paid for not less than US\$25,000.00 (Twenty Five Thousand) for that distributor within three (3) months of providing LGL said distributor's name and address in writing to LGL.
7. LGL will provide XSKN with the name and address of any and all distributors and resellers that are exclusive to LGL and its distributors.
8. All resellers developed by XSKN will be exclusive to XSKN once XSKN has ordered and paid for not less than US\$1,000.00 (One Thousand Dollars) for that reseller within three (3) months of providing LGL the resellers name and address in writing to LGL.
9. XSKN can submit its own product/s that it would like to be branded with LGL's XSKN brand. LGL will solely decide if such product(s) can carry LGL's XSKN brand. All XSKN products carrying LGL's XSKN brand must be manufactured under LGL supervision. XSKN will solely decide if LGL can sell XSKN products.
10. XSKN cannot transfer or assign any of these rights, terms conditions or privileges to any person or company. However, XSKN can work with other companies to use the LGL XSKN brand, but all such product(s) must order and be paid for by XSKN.
11. All communications with LGL and orders to LGL must go through Lajo Cymbalski and all communications and orders from XSKN must go through Lisa Rockel. Any orders that do not follow the above shall not be valid.
12. For the first year from the date of the execution of this Agreement, XSKN does not have any minimum orders imposed upon it. During year two (2) of this Agreement, XSKN



must order a total of not less than US\$50,000.00 (Fifty Thousand Dollars) from LGL within the first six (6) months of the beginning of second year signing this Agreement and must order not less than US\$200,000.00 (Two Hundred Thousand Dollars) in the following six (6) months. For years three through five (3-5) of the Agreement, the annual orders must increase by at least five (5%) per year. Failing to follow the above stated minimum orders set forth in years two through five (2-5) shall allow LGL the option to terminate this Agreement. After the end of the fifth year (5<sup>th</sup> year) there will be no minimum orders imposed upon XSKN.

13. Lajo Cymbalski's ownership rights in XSKN will be non-voting and Lajo Cymbalski will not be informed of any decisions XSKN makes. If at any point this Agreement is no longer deemed to be at arms-length, then Lajo Cymbalski shares will be transferred to Lisa Rockel for consideration of US\$10.00 (Ten Dollars).

**Payment by CYBK ("Funds").** XSKN will commence operations upon CYBK giving XSKN 500,000 shares of restricted stock in CYBK ("Stock"). These 500,000 shares of restricted Stock shall be delivered to XSKN on or before January 17, 2104 and will be restricted for (1) one year from the date of this Agreement. In addition, CYBK shall invest up to \$300,000.00 in XSKN within one hundred twenty (120) days from the date this Agreement is fully executed.

**Use of Funds.** The Funds (as defined above) may be used by XSKN for the following:

- a. Public relations.
- b. Advertising.
- c. Product liability insurance.
- d. Director and Officer Liability insurance.
- e. Legal fees incurred by XSKN including, but not limited to, those for Intellectual Property applications including Copyright, Trademark and Patent Protection.
- f. Travel expenses for business development.
- g. Entertainment.
- h. Production of Products.
- i. Rent for warehouse and office space.
- j. Telephone and internet.
- k. Any salaries determined by the Parties to be necessary.

**Return of Unrestricted Stock.** CYBK had previously delivered 5,000,000 shares of Restricted Stock to XSKN, which will be returned to CYBK to be canceled on or before the date of execution of this Agreement.

**Effective Date.** The Effective Date of this Agreement is the date on which the last of the Parties signs this Agreement. All time periods expressed as days will be computed in calendar days (unless stated otherwise). If a deadline falls on a non-business day, i.e. Saturday, Sunday and days on which the majority of banks are closed, performance will be due the next business day. All time periods will end at 5:00 p.m. local time Florida.

**XSKN Board of Directors and Officers.**

It is agreed, accepted and acknowledged by each and all of the Parties hereto that CYBK shall select a Director to be added to the Board of Directors of XSKN in compliance with the Bylaws of XSKN. The current Board of Directors of XSKN shall adopt this Agreement and shall take

any and all action necessary to add the selected Director from CYBK to the Board of Directors. CYBK shall also select a C-Level Officer to be added to XSKN. The XSKN Board of Directors resolution approving this Agreement in whole shall be furnished to CYBK at the time of the execution of this Agreement. The Board of Directors shall further approve XSKN to comply with all requests made by CYBK's auditors.

**Notices.** All notices will be made to the parties by personal delivery or recognized overnight courier (such as FedEx) or messenger delivery service to the addresses set forth below:

<u>XSKN:</u>	XSKN, Inc.
Lisa Rockel:	7000 W. Camino Real, Suite 240
Richard A. McCullum, Sr:	Boca Raton, FL 33433
Matthew Lobene:	
Lajo Cymbalski:	
 <u>LGL:</u>	 Lajo Group Limited
Lajo Cymbalski	23-25A Cameron Road
	Cameron Plaza, 6th floor, Suite C
	TST, Hong Kong
 <u>CYBK:</u>	 Cyber Kiosk Solutions, Inc.
Christopher J Clarke	7401 Wiles Road, Suite 318
Oren Manelis	Coral Springs, FL 33067
 With Copies to:	 Jason S. Weiss, Esq.
	12515 W. Atlantic Boulevard
	Coral Springs, Florida 33071
	jason@jswlawyer.com

### **Representations and Warranties.**

(a) XSKN represents and warrants that it has the full right, power and authority to enter into this Agreement. XSKN further represents and warrants that it has the financial wherewithal to enter into this Agreement.

(b) CYBK represents and warrants that it has the full right, power and authority to enter into this Agreement. CYBK further represents and warrants that it has the financial wherewithal to enter into this Agreement.

(c) LGL represents and warrants that it has the full right, power and authority to enter into this Agreement.

(d) The representations and warranties herein shall survive any termination of this Agreement.

**Licenses.** XSKN is aware that CYBK is in the process of acquiring certain licenses for the sole benefit of CYBK. CYBK will permit XSKN and LGL to use select (and limited as CYBK deems appropriate) licenses for certain products that CYBK deems acceptable and for which the



Licensor grants permission. CYBK expects to grant exclusive rights for all silicone printed products to XSKN and LGL once approved by Licensor, but cannot guarantee said conditions and terms of said rights (if any are granted). CYBK has no obligation to allow XSKN to use any license and said decision will be at the sole discretion of CYBK and Licensor. XSKN and LGL specifically acknowledge that either or both of them have absolutely no rights in or rights to use these licenses without written approval from CYBK.

**Use of Trade Name.** The Parties acknowledge and agree that LGL and/or XSKN manufacture, market and distribute products under the XSKN name that are wholly unrelated to this Agreement ("Unrelated Products") that are distributed and/or marketed in territories that are wholly unrelated to this Agreement, which includes, but is not limited to China ("Unrelated Territories"). The Parties acknowledge and agree that nothing in this Agreement shall limit XSKN's rights and ability to utilize the XSKN name in relation to Unrelated Products or Unrelated Territories.

**LGL.** The Parties hereby agree that LGL shall be allowed to sell the XSKN products to its customers, when approved by CYBK and Licensor (when applicable). LGL agrees to extend exclusive licensing rights to CYBK and XSKN to use the XSKN brand for the purpose of marketing and sales with no territorial limits.

**Indemnification and Hold Harmless.** XSKN and LGL agree to indemnify and hold CYBK harmless from any and all lawsuits, claims, liabilities, fines, causes of action, penalties and sanctions imposed by any governmental agency, local authority, taxing authority or any other governmental entity as it relates to this Agreement. XSKN, and LGL shall indemnify, defend and hold CYBK and each respective partner, officer, director, employee, advisor and related entity, harmless from and against all liabilities, losses, and damages, together with all reasonable costs and expenses related thereto (including, without limitation, reasonable legal and accounting fees and expenses), which would not have been incurred by CYBK if not for the actions (or inactions) of XSKN, and/or LGL, including but not limited to intentional acts, recklessness and negligence.

**Confidentiality.** This Agreement and its contents will remain confidential, subject to the legal duties of the Parties. All of the Parties further agree to keep all pricing and details of this proposed transaction confidential, only disclosing such information to their accountants, attorneys, business partners, agents and/or representatives on a need to know basis and on the condition that they also agree to keep the information contained herein confidential.

**Non-Disclosure of Trade Secrets and Corporate Information.** During the term of this Agreement and continuing after the expiration of this Agreement, XSKN, and LGL promise to hold in confidence and treat all information used in and/or by CYBK's business as secret, and not to disclose directly or indirectly, trade secrets and confidential information of CYBK obtained from CYBK during the course of this Agreement. Such trade secrets and confidential information shall include, but not be limited to, company data, numerical or otherwise; marketing, development, and research plans; novel techniques and procedures; customer lists; company policies and procedures; discoveries and inventions; and company information concerning marketing, finances, pricing policies and/or price lists. CYBK treats all of the above information as trade secrets and XSKN and LGL agree to preserve the trade secret status of this information.



**Non-Waiver.** No term or condition of this Agreement will be deemed to have been waived or amended unless expressed in writing, and the waiver of any condition or the breach of any term will not be a waiver of any subsequent breach of the same or any other term or condition. This Agreement constitutes the entire Agreement of the Parties and supersedes all prior written or oral understandings. This Agreement shall be binding upon the Parties, their heirs, successors or assigns.

**Force Majeure.** If any Party is prevented or delayed from timely completing its obligations under this Agreement due to accidents, riots, strikes, epidemics, Acts of God, acts of war or terrorism, or any other conditions beyond a party's control (each, a "Force Majeure Event"), the Party affected will notify the other Parties in writing as soon as practicable following the commencement of such Force Majeure Event, but no later than five (5) business days after commencement of such Force Majeure Event. The Parties shall attempt in good faith during the five (5) business days following the date the notice is received to agree upon a mutually acceptable time during which a party's obligations under this Agreement will be completed, and in the event the Parties do not reach an understanding within such time period, the Parties may elect to terminate this Agreement.

**Entire Agreement.** This Agreement is the entire agreement between CYBK and XSKN and LGL. Modifications of this Agreement will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Agreement, counterparts and written modifications communicated electronically, facsimile or on paper will be acceptable for all purposes, including delivery, and will be binding. No oral statement of any person whatsoever shall in any manner or degree modify or otherwise affect the terms and provisions of this Agreement.

**Negotiation and Drafting of Agreement.** The Parties have had the right and opportunity to negotiate the terms of this Agreement and agree that this Agreement shall not be construed as drafted solely by any particular party hereto. Rather, this Agreement shall be construed as mutually agreed upon terms which were the product of good faith and arms-length negotiations between equal parties. The Parties confirm that this Agreement is not unconscionable, unfair, the product of unfair bargaining power or a contract of adhesion.

**No Third Party Beneficiaries.** There are no individuals or entities not a party to this Agreement that are intended to be third party beneficiaries of the terms hereof.

**Severability.** This Agreement and each of its parts shall be severable and, if any provision is determined to be void, invalid or unenforceable, the remainder of this Agreement shall be fully enforced without such term(s).

**Additional Documents.** The Parties agree to execute any documents and to take any other actions reasonably necessary to implement the terms or intent of this Agreement.

**Captions.** The captions and headings contained in this Agreement are for convenience of reference only and shall not be construed as limiting or defining in any way the provisions of this Agreement.

**Governing Law.** The Parties agree that this Agreement shall be governed by the laws of the State of Florida or the laws of Hong Kong, as applicable. The Parties agree that any disputes against LGL, arising out of or under the Agreement, shall be brought in and resolved within the jurisdiction of Hong Kong. The Parties also agree that any disputes against CYBK or XSKN, arising out of or under the Agreement, shall be brought in and resolved within the jurisdiction of Florida.

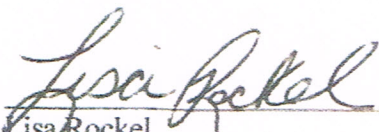
**XSKN as a Corporate Entity.** Currently XSKN exists as a Delaware Corporation. If the Parties agree that it will be in the best interests of the Parties, then the form of the entity can be converted. XSKN, Inc. will remit to CYBK the shares representing the non-dilutable 35% ownership by January 17, 2014.

**Fees Expenses Associated with Drafting and Negotiating this Agreement.** Each of the Parties agrees to pay its own costs and expenses, including fees of attorneys, accountants and other advisors/investment bankers incurred in connection with the proposed transaction.

**Counterparts; Facsimile Signatures.** This Agreement may be signed in counterparts. A facsimile or email copy of a signature shall be deemed an original for all purposes.

**Attorneys' fees and costs.** In the event of litigation arising out of the terms and conditions of this Agreement, the prevailing Party (or Parties) in such litigation shall recover from the non-prevailing Party (or Parties) reasonable attorney's fees and court costs incurred as a result of such litigation.

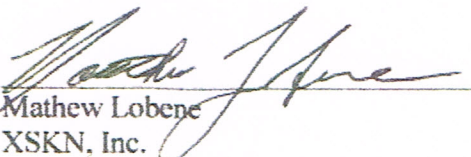
IN WITNESS WHEREOF, the Parties have caused this instrument to be executed and sealed this 31<sup>st</sup> day of December, 2013.



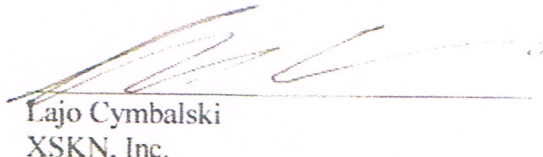
Lisa Rockel  
XSKN, INC.  
CEO



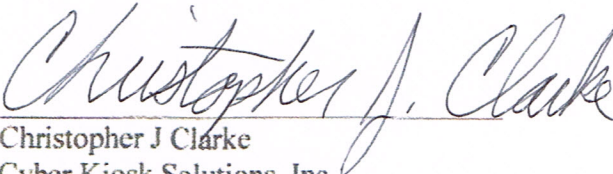
Richard A. McCullum, Sr.  
XSKN, Inc.



Mathew Lobene  
XSKN, Inc.



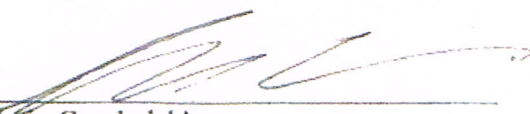
Lajo Cymbalski  
XSKN, Inc.



Christopher J. Clarke  
Cyber Kiosk Solutions, Inc.  
CEO



Oren Manelis  
Cyber Kiosk Solutions, Inc.  
COO



Lajo Cymbalski  
Lajo Group Limited