

Advertising Marketer Agreement

This Advertising Marketer Agreement ("Agreement") is made on and with an effective date of January 27, 2014, by and between Dsmart Inc., (hereinafter "Network") and Cyber Kiosk Solutions Inc., (hereinafter "Marketer").

WHEREAS, Dsmart is a Corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Dsmart has its principal office and place of business at 756 Ridge Lake Blvd., Suite 215 Memphis, TN 38120. Dsmart is in the business of operating a POS register system with Digital Screen Network, POS System proprietary software and ancillary services developed and marketed by Dsmart known as the "POS Services" and in order to fully monetize its platform, Network desires to obtain the assistance and representation of Marketer.

WHEREAS, CYBK is a Corporation duly organized, validly existing and in good standing under the laws of the State of Florida. Marketer has its principal office and place of business at 7401 Wiles Rd, Suite 244C, Coral Springs, Florida 33067. CYBK is in the business of assisting and representing its clients with advertising matters, including the development of strategies to market advertising networks and the obtaining of contracts to sell space or time on digital screen networks. Marketer provides advertising services and is entitled to revenues generated by selling advertising time on the platform for Network, at the agreed upon rates between the two organizations, as stated in paragraph 6 below.

WHEREAS, Dsmart desires to engage CYBK to render, and CYBK desires to render to Dsmart, certain advertising marketing services, as set forth herein.

Products or Services to Be Advertised

The products or services that are to be advertised include the sale of advertising space on the Dsmart platform. All advertisements must adhere to standards set forth by Network and the locations in which its network of screens operate. Marketer agrees to send all advertising content to Network for approval, which should not be unreasonably withheld. If any advertising conflicts arise, they will be handle on a case by case basis.

Appointment of Marketer

Network agrees to retain and appoint Marketer to represent Network in carrying out Network's advertising program, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the Parties hereto agree as follows:

The above is true and correct and made a part of this Agreement for all purposes.

1. Marketer Services

Marketer agrees to act as Network's advertising representative and to perform, upon authorization by Network, any or all of the following services to the extent necessary to meet Network's needs:

- a. Study and analyze Network's digital screen network to develop a strategy to yield maximum revenues while maintaining the agreed upon standard of advertisers selected.
- b. Develop an advertising program designed to meet Network's needs and revenue targets.
- c. Determine and analyze the effect of the advertising used.
- d. Analyze all advertising media to determine those that are most suitable for use by Network.
- e. Make contracts with the advertising media for space or time on the advertising loop to effectuate the advertising program and obtain the most favorable terms and rates available.
- f. Check and follow up on all contracts with the various media for proper performance in the best interests of Network, including the appearance, accuracy, date, time, position, size, extent, site, workmanship, and mechanical reproduction, as appropriate to the advertisements used.
- g. Advise and bill Network for all remittances made by Marketer for Network's account, only after written authorization from Network, and maintain complete and accurate books and records in this regard.
- h. Insert the appropriate copyright notice on all advertising material prepared for any publication.

2. Products

Marketer's engagement shall relate to the following products and services of Network: Selling advertising space on Network's digital screen platform.

3. Prior Approval of Network

Marketer shall not incur any obligations or provide any services for Network's account without first obtaining written approval from Dsmart or any other person designated by Dsmart in writing. In order to obtain Dsmart's approval, Marketer shall submit written proposals to Dsmart containing full descriptions of the proposed advertisements and its related revenue and estimates of the cost of the obligations or services involved, including media costs, cost of preparation of the advertisements, costs of production, and any additional costs, such as travel, mailing, postage and similar items when applicable.

4. Exclusivity

Network and Marketer agree Network may engage the services of other sales channels within the United States or anywhere else in the world to further sell advertising space on Network's platform.

As part of this Agreement, Network grants Marketer full permission to sell up to three hundred (300) seconds of advertising time on its advertising loop.

5. HAS BEEN DELETED PER AGREEMENT OF THE PARTIES

6. Compensation Schedule and Reporting

Marketer agrees to pay Network, no later than (5) five business days after receiving payment from any and all advertising agreements secured by Marketer. All funds will be sent to Network via ACH unless otherwise agreed to in writing by both parties. Compensation will be calculated as follows: gross advertising revenue minus monthly charge coupon fees, minus advertising commissions to be paid to internal advertising agents of Marketer (not to exceed one hundred dollars (\$100.00) per screen total per month), minus fifteen percent (15%) paid to Dsmart to cover store commission fees per location (to be capped at a maximum of \$400.00 total per register per month) and minus advertising commission fees to third party advertising agencies/firms to equal net advertising revenue. Dsmart and CYBK will split the remaining net advertising revenue equally on a fifty-fifty (50/50) basis. Marketer agrees to provide reporting on a monthly basis to Network

detailing the advertisers brought onto Network and the length of their agreements.

7. Indemnification

Network shall indemnify and hold Marketer harmless from and against any and all claims, liabilities, or damages arising from the preparation or presentations of any advertising covered by this Agreement including the costs of litigation and counsel fees. Marketer shall indemnify and hold Network harmless from and against any and all claims, liabilities, or damages arising from the preparation or presentations of any advertising covered by this Agreement including the costs of litigation and counsel fees.

8. Term and Termination

The term of this Agreement shall commence on January 27, 2014 and shall continue in full force and effect for a period of three (3) years and will automatically renew for two (2) additional one (1) year terms unless terminated by either party upon at least ninety (90) days prior written notice to the Agreement expiring. Either party may terminate this Agreement at any time with ninety (90) days written notice to the non-terminating party. The rights, duties and obligations of the Parties shall continue in full force during or following the period of the termination notice until termination, including the ordering and billing of advertising in media whose closing dates follow then such period. On receipt of notice of termination, Marketer shall not commence work on any new advertisements, but it shall complete and place all advertisements previously approved by Network. All other rights and duties of the parties shall continue during the notice period and Network shall be responsible to Marketer for the payment of any contract obligation incurred with third parties during this period and Marketer shall be responsible to pay Network compensation as outlined in paragraph 6 for any remaining advertising placed during this period

In the event Network or Marketer desires to terminate all work in progress on advertisements commenced before receipt of notice of termination, it may be so agreed upon the Parties' mutual consent and determination of the compensation to be received by Marketer and Network for partially completed work.

9. Assignment of Contracts

Marketer shall assign to Network all of its rights in contracts, agreements, arrangements, or other transactions made with third parties for Network's account, effective on the date of termination or on such other date as may be agreed upon by the Parties. Network shall assume all obligations and hold Marketer harmless from all liability thereunder. In the event any such contract is non-assignable and consent to assignment is refused, or Marketer cannot obtain a release from its obligations, Marketer shall continue performance thereof, and Network shall meet its obligations to Marketer as though this Agreement had not been terminated.

Network agrees to honor any advertising agreement placed by Marketer on Network's advertising network as per the Agreement in the event the Agreement between the Parties hereto is terminated for any reason whatsoever.

10. Approval of Advertising Content and Fees

Marketer will send all advertising content and revenue fees to Network upon reaching any agreements with any third parties for advertisements. A proposed fee schedule is attached hereto and made a part hereof for all purposes as Exhibit "A". Marketer and Network agree that any advertisement that is truly a conflict will be removed and not allowed to run. Marketer and Network shall be required to articulate to one another the nature of any purported conflict to ensure that a conflict does in fact exist. It is acknowledged and accepted by the Parties that not all of the advertisements will be related to convenience store or food and beverage products.

11. Competitors

During the term of this Agreement, Marketer may accept employment from, render services to, represent or otherwise be affiliated with any person, firm, corporation or entity in connection with any product or service directly or indirectly competitive with or similar to any product or service of Network with respect to which Marketer is providing any service pursuant to this Agreement. During the term of this Agreement, Network may accept employment from, render services to, represent or otherwise be affiliated with any person, firm, corporation or entity in connection with any product or service directly or indirectly competitive with or similar to any product or service of Marketer with respect to which Network is utilizing any digital advertising service pursuant to this Agreement.

12. Confidential Information and Non Circumvention

Confidential Information as used in this Agreement does not include any information which (i) is already known to the receiving Party at the time it is disclosed to the receiving Party, provided that such prior knowledge was obtained properly and through no breach by any Party or third party of any obligation of confidentiality, and which can be substantiated by written records and documents or (ii) is or has become generally known to the public through no wrongful act of the receiving Party, or (iii) is obtained by the receiving Party from a third party who has the right, to the best of the receiving Party's knowledge, to disclose the information, or (iv) is or has been approved for release by a written authorization by the disclosing Party, or (v) is independently developed by the receiving Party without use directly or indirectly of the Confidential Information received from the disclosing Party provided that such independent development can be substantiated by written records and documents.

Confidential Information may be disclosed solely to Authorized Recipients (as defined below) of the receiving Party, who shall agree to maintain, and who shall maintain, the confidentiality of Confidential Information, and, in particular, shall not disclose such Confidential Information to anyone who is not an Authorized Recipient of the receiving Party. With respect to the Parties, their "Authorized Recipients" are their outside counsel and in-house counsel, and two persons employed by each of the Parties who have been informed of the confidentiality restrictions and agree to comply therewith.

In the event that the receiving Party is legally required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process or; in the opinion of counsel for such Party, by federal or state securities or other statutes, regulations or laws) to disclose any Confidential Information, such Party shall promptly notify the disclosing Party of such request or requirement prior to disclosure so that the other Party may seek an appropriate protective order and/or waive compliance with the terms of this Agreement.

All Confidential Information (including tangible copies and computerized or electronic versions thereof) shall remain the property of the disclosing Party. Within fourteen (14) calendar days following the receipt of a written request from either of the Parties disclosing Confidential Information hereunder, the receiving

Party shall either deliver to the disclosing Party all tangible materials containing or embodying the Confidential Information received from the disclosing Party, or shall certify to the disclosing Party that all such Confidential Information had been destroyed. Any portion of Confidential Information that has been incorporated into analyses, compilation, comparisons, studies or other documents prepared by the receiving Party or its Representatives shall be destroyed.

The receiving Party shall maintain the other Party's Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the receiving party applies to its own confidential information which the receiving party warrants as providing adequate protection against unauthorized disclosure, copying or use. The receiving Party shall ensure that disclosure of such Confidential Information is restricted to those employees or directors of the receiving party having the need to know the same for the Purpose and that information comprised within Confidential Information is used only in respect of the Purpose.

Copies or reproductions of Confidential Information shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the disclosing party. All Confidential Information and copies thereof shall be returned to the disclosing Party within thirty (30) days of receipt of a written request from the disclosing Party.

Network agrees that if during the term of this Agreement or if this Agreement is terminated for any reason, Network shall not enter into any direct relationship with any advertiser, marketing firm or agent of an advertiser or marketing firm that Marketer has contracted for on behalf of Network during the term of this Agreement or for a period of two (2) years from the last day the advertisement has run on the Network. If a direct relationship occurs within the aforementioned period of time (two (2) years) Marketer shall be entitled to the compensation set forth in Paragraph 6 above. This Paragraph 12 (and the relevant portions of Paragraph 6) shall survive any termination of this Agreement for any reason except for a material, non-curable breach by Marketer.

At any time prior to the expiration of two (2) years from the date of this Agreement, it is expressly agreed that the Parties shall not provide to anyone other than a Party to this Agreement the identities of any individual or entity and any other third parties (including, without limitation, advertisers, agencies, financial sources, and consultants) discussed and made available by the disclosing Party and any related business opportunity shall constitute Confidential Information and the

Recipient or any Group company or associated entity or individual shall not (without the prior written consent of, or having entered into a commission agreement with, the disclosing Party):

(a) directly initiate, solicit contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the disclosing Party; or

(b) seek to by-pass, compete, avoid or circumvent the disclosing Party from any business opportunity relating to Network's advertising loop per this Agreement by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

13. Audit Rights.

Marketer agrees that following reasonable, prior written notice, any and all contracts, agreements, correspondence, books, accounts, and other information relating to Network's business or this Agreement shall be available for inspection by Network and Network's outside accountants, at Network's sole expense.

14. Ownership and Use

Marketer shall insure, to the fullest extent possible under law, that Network shall own any and all right, title and interest in and to, including copyrights, trade secret, patent, and other intellectual property rights, with respect to any copy, photograph, advertisement, music, lyrics, or other work or thing created by Marketer or at Marketer's direction for Network pursuant to this Agreement and utilized by Network.

15. Default

In the event of any default of any material obligation by or owed by a Party pursuant to this Agreement, then the non-defaulting Party may provide written notice of such default and if such default is not cured within thirty (30) days from the receipt of written notice, then the non-defaulting Party may terminate this Agreement.

16. Force Majeure

If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either Party's reasonable

control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

17. Arbitration

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The Parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each Party will select an arbitrator and the two (2) arbitrators in turn shall select a third arbitrator, all three (3) of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each Party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to participate in and go to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

18. Final Agreement

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties. This Agreement was negotiated and prepared jointly by the Parties hereto and their respective legal counsel. The provisions of this Agreement shall be construed according to their fair meaning and neither for nor against any party hereto irrespective of which Party caused such provisions to be drafted. The headings in this Agreement are only for convenience and cannot be used in interpretation.

19. Legal Construction

In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

20. Parties Bound

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Agreement. This Agreement may be executed in counterparts, with each counterpart being of equal dignity. This Agreement or any facsimile or e-mailed transmission thereof, when signed by all Parties, will create and constitute an original, legally binding and enforceable document.

21. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of Florida.

22. Attorneys' Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Advertising Marketer Agreement.

DSMART



Digitally signed by Jacob Moskowitz
DN: cn=Jacob Moskowitz, o=DSMART Industries,
inc., ou, email=jacob.moskowitz@dsmartinc.com,
c=US
Date: 2014.01.27 10:01:13 -0600

By Jacob Moskowitz, Its Chief Executive Officer

1/27/14

Date

CYBK



By Oren Manelis, Its Chief Operations Officer

1/27/14

Date