

**DATED**

**October 16<sup>th</sup> 2024**

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- (1) **JTG FRANCHISING LTD**
- (2) **SEMOLINA KITCHENS PVT LTD.**

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**INDIVIDUAL STORE FRANCHISE AGREEMENT**

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**THIS INDIVIDUAL STORE FRANCHISE AGREEMENT** (the “**Agreement**”) is dated October 16<sup>th</sup> 2024 (the “**Effective Date**”)

**AND IS ENTERED INTO BY AND BETWEEN:**

- (1) **JTG FRANCHISING LTD.**, a limited liability company duly organized and existing under the laws of the British Virgin Islands with company number 1894392, and having a registered address of Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands or its successors or assigns from time to time (the “**Franchisor**”); and
- (2) **SEMOLINA KITCHENS PRIVATE LIMITED** a private limited company duly organized and existing under the laws of Republic of India with company registration number 401030 and having its registered address at 504, Regus, Level-5, Caddie Commercial Tower, Hospitality District Aerocity, New Delhi, India, 110037 (the “**Franchisee**”).

## **BACKGROUND**

- (A) The Franchisor’s affiliate has developed and owns the System;
- (B) The Franchisor has been granted the right to use and license the System to third parties.
- (C) The Franchisor identifies the System by means of the Marks;
- (D) The Franchisee desires to operate a Franchised Business in the Approved Location and be granted the right to use the System and Marks, and has been approved by the Franchisor to do so, in accordance with the terms of this Agreement.
- (E) The Franchisee understands and acknowledges the importance of Franchisor’s high and uniform standards of quality, operations and service and the necessity of operating the Franchised Business in strict conformity with Franchisor’s System.

**NOW, THEREFORE**, the parties, in consideration of the undertakings and commitments of each party to the other set forth in this Agreement hereby agree as follows:

### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this Clause apply in this Agreement.

#### **Affiliate**

with respect to a particular person, any other person directly or indirectly Controlling, or Controlled by or under common Control with such person;

#### **Airport**

Chhatrapati Shivaji Maharaj International Airport, with IATA Code “BOM”, Mumbai, Maharashtra, Republic of India;

#### **Airport Authority**

Mumbai International Airport Limited (MIAL);

#### **Approved Architect**

the architect approved by the Franchisor to advise the Franchisee on the design of the Store at the Approved Location pursuant to the terms of the Design Services Agreement;

#### **Approved Location**

the premises in the Territory approved by the Franchisor, the address (or detailed description) of which is set out in Schedule 1;

#### **Approved Suppliers**

- (a) those suppliers of products and/or services for use in the Store (including but not limited to food and beverage items) that have been approved in advance in writing by the Franchisor; or
- (b) those suppliers of products and/or services for use in the Store (including but not limited to food and beverage items) proposed by the Franchisee Representative who demonstrates, to the reasonable satisfaction of the Franchisor, the ability to meet the

then-current standards and specifications for such items prescribed in the Manual or as otherwise prescribed by the Franchisor (in its sole discretion) and that have been approved in advance in writing by the Franchisor.

**Approved Supplies List**

has the meaning given to such term in Clause 5.1.5;

**Business Day**

a day other than a Saturday, Sunday or public holiday on which banks are open for commercial business in Dubai and Mumbai;

**Control**

the ability of one person to control the affairs of another, whether by voting, board control or otherwise and the terms "Controlling" and "Controlled" shall be construed accordingly;

**EBITDA**

the earnings before interest, taxes, depreciation and amortization of the Franchised Business;

**Exchange Rate**

the rate of exchange offered by HSBC;

**Express Store**

a Store categorized as a "Express Store" based on criteria as defined in Schedule 1 and Schedule 4 or as determined by Franchisor from time to time.;

**Design Services Agreement**

the design services agreement to be executed by the Franchisee and the Approved Architect on or around the date of this Agreement in respect of the provision of services associated with the preparation, approval, and other aspects associated with the development of the Approved Location and the associated Plans and Specifications;

**Designated Manager**

the individual designated by the Franchisee, from time to time, who has the primary responsibility for managing the day-to-day affairs of the Franchised Business. At the time of entering into this Agreement the Designated Manager is the named individual set out at Schedule 1;

**Fees**

the fees to be paid by the Franchisee to Franchisor under this Agreement, including the Franchise Fee, Royalty Fee, Relocation Fee and any other fees as may be agreed pursuant to this Agreement;

**Franchise Auditor**

any of those individuals appointed by the Franchisor, at its sole discretion, from time to time to perform audit duties on the Franchised Business;

**Franchised Business**

the operation of ONE luxury gourmet food and beverage retail business under the Marks at the Store;

**Franchise Fee**

the non-reimbursable fee to be paid by the Franchisee to the Franchisor in accordance with Clause 3, and as set out in Schedule 1;

**Franchisee Representative**

the individual designated by the Franchisee, from time to time, who has the primary responsibility for liaising with the Franchisor. At the time of entering into this Agreement the Franchisee Representative is the named individual set out at Schedule 1;

**Gross Revenues**

the aggregate of all revenue from the sale of products and services from all sources in connection with the Franchised Business, whether for check, cash, credit, barter exchange or otherwise including, without limitation, all proceeds from any business interruption insurance claim (if applicable), but excluding (a) all refunds made in good faith, complementary, or discounts given to the customers of the Franchised Business (b) any general sales tax and equivalent taxes that are collected by the Franchisee for or on behalf of any governmental taxing authority and paid thereto, (c) discounts or allowances actually given either to employees, airport staff, suppliers, distributors and/or manufacturers; (d) tips or gratuities to the employees at the Franchised Business operated Franchisee; and (e) sales of furniture, fixtures, equipment used, waste or scrap materials resulting from the operation of the Franchised Business by the Franchisee. Note that where the aforementioned discount(s) are offered on any sales transaction, only the non-discounted part will be included as part of the Gross Revenues;

**Group**

in relation to any company, that company, any holding company of that company and any subsidiary of either that company or any such holding company, in each case from time to time, and references to a Group Company shall be construed accordingly;

**Initial Term**

has the meaning given to such term at Clause 4.1;

**Intellectual Property**

the intellectual property relating to the Franchised Business, including, but not limited to the Marks and the branding guides, domain names and mailing lists;

**Jurisdiction**

means Republic of India;

**Key Employees**

respectively, the Designated Manager, the head chef, the bar manager and the retail manager of the Franchised Business or as otherwise determined by the Franchisor;

**Late Fees**

has the meaning given to such term at Schedule 1;

**Concession Agreement**

the concession agreement or other form of agreement entered into by the Franchisee in respect of the Approved Location or, subject to Clause 3.5 another location within the Territory;

**Manual**

the manuals and documents developed by the Franchisor specifying in greater detail aspects of the System, the standards and the image of Stores intended to be portrayed, as amended from time to time;

**Marks**

the trademarks, service marks, trade names, logos, designs and indicia of origin, whether registered or unregistered, including but not limited to those listed in Schedule 2, which the Franchisor has designated or may designate from time to time for use in connection with the System;

**Medium Store**

a Store categorized as a "Medium Store" based on criteria as defined in Schedule 1 and Schedule 4 or as determined by Franchisor from time to time;

**Menu Items**

such food and beverage items as the Franchisor may approve from time to time for use on menus of the Store;

**Minimum Marketing Spend**

has the meaning given to it in Clause 12.2;

**Opening**

the opening of the Store for commencement of operation of the Franchised Business, such opening to take place on the Opening Date subject to issuance of the Trading Certificate;

**POS System**

a computer-based point-of-sale system approved by the Franchisor and dedicated to the recording of sales at or from the Store which is fully compatible with any program or system which the Franchisor employs from time to time;

**Payment Terms**

the payment terms for the payment of the Fees by Franchisee to Franchisor as set out in Schedule 1;

**Persistent Breach**

in respect of any twelve (12) month period committing the same (or a similar) material breach on two (2) or more occasions or committing three (3) or more material breaches of the Agreement in either case regardless of whether or not any breach was subsequently remedied;

**Plans and Specifications**

the plans and specifications, designs, layouts, drawings, inventory lists décor and concept themes prepared for the construction, development, and/or remodelling and improvement of the Store as approved by the Franchisor from time to time;

**Relocation Fee**

the non-reimbursable fee to be paid by the Franchisee to the Franchisor pursuant to Clause 3, as set out in Schedule 1, in connection with any relocation of the Store pursuant to the terms of this Agreement;

**Renewal Fee**

the non-reimbursable fee to be paid by the Franchisee to the Franchisor pursuant to Clause 4.2, as set out in Schedule 1, in connection with any Subsequent Term of this Agreement pursuant to the terms of this Agreement;

**Retail Products**

local and imported retail (finished) products, beverages (soft and/or alcoholic), coffees and such other products in respect of which the Franchisee may obtain the written approval of the Franchisor for purposes of sale from the Store;

**Royalty Fee**

the fee set out in particular 7 at Schedule 1 payable by Franchisee to Franchisor, in accordance with Clause 3 and the Payment Terms;

**Social Media Channel**

personal blogs, common social networks like Facebook and Instagram, professional networks such as LinkedIn, live-blogging tools like Twitter, TripAdvisor, Google places, virtual worlds, file, audio and video-sharing sites like YouTube, and other similar social networking or media sites or tools;

**Social Media Plan**

has the meaning given to such term at Clause 12.6;

**Store**

one Express Store at the Approved Location;

**Store Social Media Account**

has the meaning given to such term at Clause 12.4.1;

**Subsequent Term**

has the meaning given to such term at Clause 4.2;

**System**

the distinctive format and system relating to the establishment and operation of the Store featuring, among other things, unique menu items, special recipes and preparation methods; distinctive exterior and interior designs, decor, colour schemes, signs, and furnishings; standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for management and inventory control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by Franchisor from time to time;

**Term**

the Initial Term and each Subsequent Term, until the expiry or earlier termination of this Agreement;

**Territory**

has the meaning given to such term at Schedule 1;

**Trade Secrets**

information in any form (including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, recipes, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in the Store that is not commonly known by or available to the public and that information: (a) derives economic value, actual or potential, from not being general known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and

**Trading Certificate**

the document confirming the Franchisor's approval for the Store at the Approved Location to open for business.

- 1.2 Clause and paragraph headings do not affect the interpretation of this Agreement.
- 1.3 A reference to a Clause or a Schedule is a reference to a Clause of, or a Schedule to, this Agreement.
- 1.4 Each Schedule to this Agreement shall have the same force and effect as if set out in the main body of this Agreement.
- 1.5 A "**person**" includes a natural person, a corporate or unincorporated body (whether or not having a separate legal personality).
- 1.6 A "**party**" means a party to this Agreement and the term "**parties**" shall be construed accordingly.
- 1.7 Unless the context otherwise requires, words incorporating the masculine gender includes the feminine and neuter genders and words incorporating the singular number includes the plural and vice versa.
- 1.8 The words "**include**", "**includes**", "**including**" and "**included**" will be construed without limitation unless inconsistent with the context.
- 1.9 Where reference is made to something being set out or detailed in the Manual, this shall be a reference to the latest version of the Manual.
- 1.10 References to any statute or statutory provisions will, unless the context otherwise requires, be construed as including references to any subsequent statute and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision which are in force as at the date of the Agreement or subsequently.

2. **GRANT OF RIGHTS**

2.1 The Franchisor hereby grants the Franchisee, and the Franchisee undertakes and accepts, on the terms and conditions of this Agreement, a revocable, non-exclusive sub-licence to use the System and the Marks to operate the Franchised Business at the Store in the Approved Location.

3. **FEES**

3.1 In consideration of the rights granted by the Franchisor to Franchisee in this Agreement the Franchisee shall pay the following fees, in accordance with the Payment Terms, in relation to the Franchised Business:

- 3.1.1 Franchise Fee;
- 3.1.2 Royalty Fee;
- 3.1.3 Relocation Fee (if any); and
- 3.1.4 any other fees which maybe agreed pursuant to, or in connection with, Agreement.

3.2 Subject to the approval of the Approved Location and authorization to open the Store by Franchisor, the Franchisee shall pay the Franchise Fee to the Franchisor in full within and not later than fifteen ("15") days of the execution of this Agreement upon receipt of invoice by the Franchisor. The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is non-refundable. The Franchise Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees.

3.3 On the seventh (7<sup>th</sup>) day of each month, the Franchisee shall provide a correct statement, signed by the Designated Manager, of the Gross Revenues for the Store for the preceding month, and annexed thereto shall be a printout from the POS System showing Gross Revenues for such month (the "**Gross Revenues Report**").

3.4 All payments of reconciled Royalty Fees shall be due and payable by the Franchisee to the Franchisor on or before the fifteenth (15<sup>th</sup>) day of each month upon receipt of invoice from the Franchisor for so long as this Agreement shall be in effect. The Franchisee shall pay the Royalty Fees to the Franchisor without offset, credit or deduction of any nature. Each monthly Royalty Fee shall accompany a Gross Revenues Report, as required by Clause 3.3, for the same period provided at all times that if the laws of the Jurisdiction allow for bank orders or standing orders to be put in place, the Franchisee agrees to transfer payment of the Royalty Fee on an ongoing basis by such method.

3.5 Subject to the approval of the Airport Authority and the terms of the Concession Agreement, Franchisee shall be entitled to relocate the Franchised Business to another part of the Territory without the payment of the Relocation Fee and the prior written consent of Franchisor which, in the event the landlord of the Store requests a relocation within the Territory, may not unreasonable be withheld or delayed. For the purpose of this Agreement, the landlord shall be deemed to be the Airport Authority. The Parties further agree that no relocation fee will be charged by the Franchisor in the specific event where the Store is being relocated within the same Territory of the Airport and such relocation will not result in any change in the store types and any design change whatsoever,. If the Concession agreement for the Approved Location expires or terminates without the fault of Franchisee or if the Franchised Business' premises is destroyed, condemned or otherwise rendered unusable, or as otherwise may be agreed upon in writing by Franchisor and Franchisee, Franchisor may, in its reasonable discretion, allow Franchisee to relocate the Franchised Business. Any such relocation shall be at Franchisee's sole expense and shall proceed in accordance with the requirements set forth in Clauses 3, 5 and 6 and such other requirements as deemed appropriate by the Franchisor at its sole discretion. The Franchisor has the absolute right to charge Franchisee the Relocation Fee in the event whereby the relocation of the Store is not within the same terminal of the Airport in which the Franchisee operates. Notwithstanding the foregoing, the Franchisor has no obligation to provide relocation assistance. If no relocation site meets with Franchisor's approval, this Agreement shall terminate as provided in Clause 21.1.1.



3.6 All payments payable to the Franchisor pursuant to the terms of this Agreement that are initially to be calculated in local currency shall then be converted to U.S. Dollars at the Exchange Rate.

3.7 All payments payable to the Franchisor pursuant to the terms of this Agreement shall be made by direct wire transfer to such bank designated by the Franchisor from time to time.

3.8 **Taxes**

All payments payable to the Franchisor pursuant to the terms of this Agreement shall be grossed up and paid by the Franchisee net of and exclusive of any taxes (including but not limited to any sales, VAT or goods and services taxes) or other charges imposed by any Governmental Authority. All such payments to be made by the Franchisee to the Franchisor under this Agreement shall be made free and clear of all deductions, withholdings and counterclaims or set-off of any kind. All taxes and charges attributable to any amounts payable under this Agreement (including without limitation any value added tax, any goods and services, sales consumption or turnover tax and/or any imposition or levy of a similar nature) shall be payable by the Franchisee in a timely manner, which will not cause any hold on, delay of, or withholding to be assessed against any amounts due and payable to the Franchisor.

3.9 **Late Fees**

All Fees not received by the Franchisor within fourteen (14) days after the due date shall incur Late Fees. In case Franchisee fails to make payment within 14 days of the due date, Franchisor may refer the dispute to Arbitration in accordance to Clause 31 of this Agreement, and all legal cost and administrative expenses shall be borne by the defaulting party, unless allocated otherwise by the arbitration tribunal in its award. This Clause shall not constitute an agreement by the Franchisor to accept any payments after the due date or a commitment by the Franchisor to extend credit to or otherwise finance the Franchisee.

3.10 **Application of Payments**

Notwithstanding any designation by the Franchisee, the Franchisor shall have the sole discretion to apply any payments by the Franchisee to any past due indebtedness of the Franchisee for Fees owed to Franchisor under this Agreement, in any proportion or priority.

4. **TERM AND RENEWAL**

4.1 Subject to Clause 4.2, this Agreement shall be effective for the initial term provided for at Schedule 1 from the Effective Date (the "**Initial Term**"), unless terminated earlier in accordance with this Agreement.

4.2 The Franchisee shall have the right to renew this Agreement before the expiration of the Initial Term for one (1) additional successive term for the period specified in Schedule 1 (a "**Subsequent Term**"), provided that the Franchisee has given the Franchisor written notice of its desire to renew at least six (6) months prior to the expiration of the Initial Term, has not experienced an event of default and all of the following conditions set forth in this Clause 4.2 have been satisfied prior to any such renewal:

4.2.1 the Franchisee has, during the entire term of this Agreement, complied with all of its obligations under this Agreement;

4.2.2 the Franchisee maintains possession of the premises of the Store and has brought the Franchised Business into full compliance with the specifications and standards then applicable for new or renewing Stores;

4.2.3 the Franchisee has given proper and timely written notice of renewal to the Franchisor in accordance with this Clause 4.2;

4.2.4 the Franchisee has executed, upon renewal, the Franchisor's then-current standard form of franchise agreement, confirmed by the Franchisor for use in accordance with the laws and customs in the Jurisdiction (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise and only for such renewal terms as are provided by this Agreement), which agreement shall supersede in all respects this Agreement, and the terms of which (including without limitation the key commercial terms) may differ from the terms of this Agreement;

- 4.2.5 the Franchisee has complied with the Franchisor's then-current qualification, documentation and training requirements for Franchisees;
- 4.2.6 the Franchisee has executed a general release, in a form prescribed by the Franchisor, of any and all claims against the Franchisor and its affiliates, if any, and their respective officers, directors, agents, shareholders, members, managers, and employees, for the period prior to the beginning of the renewal Subsequent Term; and
- 4.2.7 the Franchisee pays to the Franchisor the Renewal Fee.

5. **FRANCHISOR'S OBLIGATIONS**

- 5.1 In consideration of the payment by the Franchisee of the Fees, but subject at all times to the amending of such duties under the Manual from time to time, the Franchisor shall:
  - 5.1.1 license the Marks to the Franchisee in accordance with this Agreement;
  - 5.1.2 identify Approved Architects with the capacity to design the Store;
  - 5.1.3 identify approved technical service providers to ensure compliance of design and construction of Store in line with brand standards (as prescribed by the Manual);
  - 5.1.4 advise the Franchisee with respect to any Approved Suppliers appointed in the Jurisdiction from time to time;
  - 5.1.5 furnish to the Franchisee a list of approved inventory products from Approved Suppliers, fixtures, furniture, equipment, signs, stationery, supplies, and other items or services necessary to operate the Franchised Business ("**Approved Supplies List**"). Such list shall specify the inventory products, fixtures, furniture, equipment, signs, stationery, supplies and services which the Franchisor has approved to be carried or used in the System. The Franchisor may revise the Approved Supplies List from time to time as the Franchisor deems advisable and such list shall be furnished to the Franchisee as the Franchisor deems advisable;
  - 5.1.6 advise on the procurement of kitchen systems for the Store to ensure such kitchen systems accord with the requirements of the Manual;
  - 5.1.7 issue the Trading Certificate upon being satisfied that the Store is ready for opening and commencement of operations;
  - 5.1.8 advise on Store operating processes;
  - 5.1.9 provide approved Menu Items and retail prices for Retail Products;
  - 5.1.10 provide such promotional and marketing material in digital format (only) and in the English language (only) as it deems appropriate for use (or for adaptation by the Franchisee to be used) in the Territory by the Franchisee (at the cost of the Franchisee);
  - 5.1.11 procure and coordinate delivery on behalf of the Franchisee of certain purchases of its Retail Products;
  - 5.1.12 provide quality assurance auditing support and advisory support in relation to improving the Gross Revenues of the Store; and
  - 5.1.13 take commercially reasonable efforts to promote consistency of the look and feel of the Store (as compared to other "jones the grocer" stores), in coordination with the Franchisee Representative.

6. **FRANCHISEE'S OBLIGATIONS**

- 6.1 Franchisee shall not be entitled to sub-franchise the use of the System or Marks to any person or entity. Except as may be permitted pursuant to Clause 23, the Franchisee shall not grant any person or entity the right to perform any part of Franchisee's rights or obligations under this Agreement.
- 6.2 The Franchisee shall ensure and procure, as appropriate, that the Franchisee's obligations under the standards of quality and performance in Clause 16 are strictly complied with by the

Franchisee in order to ensure that the Store maintains the premium image and standards of quality associated with the “Jones the Grocer” brand.

- 6.3 The Franchisee shall maintain the Store in a high degree of sanitation, repair, and condition, and in connection therewith make such repairs and replacements as may be reasonably required for that purpose, all in accordance with the terms of the Manual.
- 6.4 The Concession Agreement with the Airport Authority for the Approved Location shall, at a minimum, contain the following provisions. However, the Parties Agree all the below mentioned conditions are subject to the Airport Authority’s approval; and in the event the Airport Authority does not include or approve any or all of the conditions, the same shall not be considered by the Parties a breach of this Agreement by the Franchisee:
  - 6.4.1 the Franchisee shall be named as the concessionaire;
  - 6.4.2 that the brand name associated with the concession for the Approved Location shall at all times throughout the term of the concession be “Jones the Grocer” unless such other brand name is agreed to in advance in writing by Franchisor;
  - 6.4.3 a provision which allows the Franchisee to make temporary alterations to the premises as required by this Agreement as long as such alterations are done after the approval of the Airport Authority;
- 6.5 The Franchisee agrees with respect to the Store:
  - 6.5.1 to appoint or mandate the appointment of (with respect to the Store) the Franchisor’s nominated architect;
  - 6.5.2 to open the Store and begin operating the Franchised Business by the Opening Date;
  - 6.5.3 to notify the Franchisor by phone and email immediately if, for whatsoever reason, the Store cannot trade on any day on which it is scheduled to be open for trading;
  - 6.5.4 to at all times maintain in sufficient supply and to use/sell at all times only such menus and menu items, ingredients, food and beverage products, Retail Products, other products, materials, supplies and paper goods as to conform to the requirements of the Manual that will permit operation of the Franchised Business at maximum capacity;
  - 6.5.5 that it shall not, without the prior written consent of the Franchisor (acting at its sole discretion), list, sell and/or make available in any manner any products (including but not limited to Menu Items and Retail Products) of the Franchised Business on any E-commerce or home delivery service operated by a third party aggregator (including but not limited to Deliveroo, Foodpanda, GrabFood, Where Got Food, Oddle Eats and Pickup) or operated by the Franchisee (including its Affiliates);
  - 6.5.6 to ensure that it does not use the Store for any purpose other than for the operation of the Franchised Business in full compliance with this Agreement and the Manual, and to only prepare Menu Items in, and offer Menu Items for sale from, the Store;
  - 6.5.7 to promote consistency of the look and feel of Store with the premium image and standards associated with the “Jones the Grocer” brand, and to ensure that the Franchisee Representative consults with the Franchisor in respect of such efforts;
  - 6.5.8 to purchase all food items, ingredients, supplies, materials, and other products used or offered for sale at Stores strictly from Approved Suppliers and/or the Franchisee, provided that:
    - (a) the Franchisee may apply to seek the written consent of Franchisor with respect to locally-sourced ingredients and products for menu items and Franchisor agrees not to unreasonably withhold its written consent to such requests; and

- (b) all inventory, products and materials, and other items and supplies used in the operation of the Franchised Business which are not specifically required to be purchased in accordance with the Franchisor's Approved Supplies List or from the Franchisor or the Approved Suppliers, shall conform to the specifications and quality standards established by the Franchisor from time to time.
- 6.5.9 to purchase and install, at the Franchisee's expense, all fixtures, furnishings, equipment, décor and signs as the Manual (or the Franchisor in writing from time to time) shall specify, and to refrain from installing or permitting to be installed on or about the premises, any fixtures, furnishings, equipment, décor, signs, or other items not previously approved as meeting the standards and specifications set out in the Manual (or as the Franchisor may specify in writing from time to time);
- 6.5.10 to make no material alterations to the Store nor shall the Franchisee make material replacements, of or alterations to, the equipment, fixtures or signs of the Franchised Business without the prior written approval of the Franchisor;
- 6.5.11 to discharge its undertakings as set out in Schedule 6 of this Agreement;
- 6.5.12 to secure and maintain in force, and to procure the securing and maintaining in force of, all required licences, permits and certificates relating to the operation of the Franchised Business;
- 6.5.13 to hire and train the personnel necessary or required for the operation of the Franchised Business;
- 6.5.14 to obtain the Franchisor's prior written consent (not to be unreasonably withheld) in respect of the hiring of any Key Employees (prior to hiring them);
- 6.5.15 to grant discount to the Franchisor's nominated management personnel and their accompanying guests (limited to a maximum of six (6) guests per management personnel per visit) as per the policies of the Franchisee;
- 6.5.16 to record, and procure the recording of, all sales at or from the Store only on the POS System; and
- 6.5.17 to comply with all requirements of all national and local laws, rules, and regulations. If the Franchisee believes that the requirements of this Agreement are in conflict with any such laws, rules, or regulations, then:
  - (a) the Franchisee shall immediately provide written notice thereof to the Franchisor;
  - (b) the Franchisee shall comply with the said law, rule, or regulation to the extent it is inconsistent with this Agreement; and
  - (c) the parties shall make a good faith effort to amend this Agreement to be in compliance with the said laws, rules, or regulations.
- 6.6 The Franchisee shall be responsible for any necessary translations of documents and materials the Franchisor provides, or any additional document as may be requested in writing by the Franchisee, for use in connection with the Franchised Business.
- 6.7 The Franchisee confirms that it will appoint the Franchisee Representative within fifteen (15) days of the Effective Date and that the Franchisee Representative will serve as the Franchisor's point of contact with respect to:
  - 6.7.1 the Franchised Business;
  - 6.7.2 strategies for developing menus in line with the Manual in the Territory;
  - 6.7.3 confirming Franchisor approvals of Approved Suppliers; and
  - 6.7.4 such other matters as the Franchisor and the Franchisee may agree from time to time.

- 6.8 Promptly after obtaining possession of a site for the Store the Franchisee shall:
- 6.8.1 cause to be prepared and submit for approval by the Franchisor a site survey and any base build details required for the development of the Approved Location;
  - 6.8.2 provide reasonable assistance to the Approved Architect to allow it to perform its obligations under the Design Services Agreement;
  - 6.8.3 obtain all required zoning changes, building, utility, health, sanitation and sign permits and licenses and any other required permits and licenses;
  - 6.8.4 purchase or lease equipment, fixtures, furniture and signs as provided herein; and
  - 6.8.5 complete the construction and/or remodelling, equipment, fixtures, furniture and sign installation and decorating of the Franchised Business in full and strict compliance with the Plans and Specifications and all ordinances, building codes and permit requirements applicable in the Jurisdiction and the Territory.
- 6.9 All remodelling, modernization, or redecoration of the premises of the Franchised Business must be done in accordance with the standards and specifications as prescribed by the Franchisor from time to time and with the prior written approval of the Franchisor.
- 6.10 Franchisee at its own cost shall arrange any infrastructure required, to develop a mechanism for exchange of financial data between POS System of the Store and Franchisor's ERP system in the format required by and to the satisfaction of the Franchisor.
- 6.11 The Franchisee shall notify the Franchisor by phone and email immediately upon commencement and in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business, the Franchisor or the Marks.

**7. TRAINING AND ASSISTANCE**

Prior to the Franchisee's commencement of operations at the Store, the Franchisor shall procure that initial training is made available to the Franchisee and its employees in accordance with the terms of Schedule 3.

**8. MARKS**

- 8.1 With respect to the Franchisee's use of the Marks, the Franchisee agrees that the Franchisee shall use only the Marks set forth in Schedule 2 and those which may hereafter be designated jointly by the Franchisor and the Franchisee in writing for use in the Franchised Business.
- 8.2 The Franchisee acknowledges that the Franchisor is the owner of all rights, titles, and interests in and to the Marks and the goodwill associated with and symbolised by them within the Territory and the Franchised Business, and neither the Franchisee nor any of its Affiliates shall have any claim of any right, title or interest in and to the Marks (except the licence to use the Marks as set forth in this Agreement).
- 8.3 The Franchisee shall promptly notify the Franchisor of any suspected infringement of the Marks, any challenge to the validity of the Marks, or any challenge to the Franchisor's ownership of, or the right of the Franchisee to use, the Marks where the Franchisee is aware of such infringement or challenge.
- 8.4 Any unauthorized use of the Marks by the Franchisee shall be considered a breach of this Agreement and an infringement of the rights of the Franchisor in and to the Marks.
- 8.5 All provisions of this Agreement applicable to the Marks apply to any and all additional trademarks, service marks, and commercial symbols authorized for use by and licensed to the Franchisee by the Franchisor after the date of this Agreement.
- 8.6 The Franchisee agrees:
- 8.6.1 to execute, now or at any time in the future, any documents deemed necessary by the Franchisor to obtain protection for the Marks in the Jurisdiction and/or the Territory, at the Franchisor's cost and expense; and

8.6.2 not to apply, or cause any third party to apply, or assist, directly or indirectly, any third party to apply in the Jurisdiction and/or the Territory or any location, for registration of any trademark or service mark which is the same as, or of an inappropriately similar nature to, any of the Marks.

8.7 The Franchisee acknowledges that Franchisor (at the Franchisor's election) has the sole right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. The Franchisor shall prosecute any action necessary to prevent infringements by others of the Marks; however, if the Franchisor fails to prosecute an action against any third party infringer within sixty (60) days after its receipt of a written request from the Franchisee, then the Franchisee may prosecute such action at its own expense and retain all sums recovered in any such suits.

8.8 If it becomes advisable at any time, in the Franchisor's sole discretion, for the Franchisor to modify or discontinue use of any Mark, and/or use of one or more additional or substitute trade names, trademarks, service marks, or other commercial symbols, the Franchisee shall comply, at the Franchisee's sole cost and expense, with the Franchisor's directions within a reasonable time after notice to the Franchisee by the Franchisor; and the Franchisor shall have no liability or obligation whatsoever with respect to the Franchisee's modification, discontinuance, or substitution of any Mark.

## 9. WEBSITES

9.1 In order to promote the uniformity of the System, the Franchisee shall be required to facilitate the development and application of all websites, loyalty schemes and other technology-based applications (the "Website") as the Franchisor may reasonably request from time to time to promote the Franchised Business and the Franchisee shall exercise such control over and grant such access rights to such websites as the Franchisor deems appropriate in its sole discretion provided at all times that the Franchisee utilises the Marks in accordance with the Manual (or as otherwise directed in writing by the Franchisor). In this regard, as part of the grant of the rights under this Agreement, the Franchisor grants to the Franchisee a non-exclusive license to use the Marks on such websites, loyalty schemes and other technology-based applications to promote the Franchised Business.

9.2 In consideration of the Franchisor engaging a web developer to develop and manage on an ongoing basis: Store specific websites, loyalty schemes, mobile applications and other technology-based applications in the Jurisdiction and/or Territory, upon mutual agreement in writing, the Franchisee may be required to pay the Franchisor from the Minimum Marketing Spend (defined below):

9.2.1 a proportionate fee equal to the costs and expenses reasonably incurred by the Franchisor, plus a reasonable mark-up on such costs and expenses, associated with the development of each such website, loyalty scheme, mobile application and other technology-based applications; and

9.2.2 a proportionate fee equal to the out-of-pocket expenses reasonably incurred by the Franchisor in its facilitation of the ongoing management of the websites, loyalty schemes, mobile applications and other technology-based applications referred to in Clause 9.2.

## 10. CONFIDENTIAL INFORMATION

10.1 Each party shall maintain the absolute confidentiality of all such information which the other party designates as confidential during and after the Term and shall not disclose, sell or use any such information in any other business or in any manner not specifically authorised or approved in writing by the other party.

10.2 The Franchisee acknowledges that Franchisor shall disclose Trade Secrets and other Confidential Information to Franchisee during the training program, through the Manual, and as a result of guidance furnished to Franchisee during the term of this Agreement. The Franchisee shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to use it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. The Franchisee acknowledges that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. The

Franchisee acknowledges that the Trade Secrets and other Confidential Information are proprietary and are disclosed to the Franchisee solely on the condition that the Franchisee (and all holders of a legal or beneficial interest in the Franchised Business and all officers, directors, executives, managers and members of the professional staff of the Franchisee):

- 10.2.1 shall not use the Trade Secrets or other Confidential Information in any other business or capacity;
- 10.2.2 shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement;
- 10.2.3 shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and
- 10.2.4 shall adopt and implement all reasonable procedures prescribed from time to time by Franchisor to prevent unauthorized use or disclosure of the Trade Secrets and other Confidential Information.

The Franchisee shall be liable to the Franchisor for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by its employees, agents and representatives.

- 10.3 The Franchisee shall divulge such Trade Secrets and Confidential Information only to the extent and only to such of its employees, advisors and/or other representative who need to know such information to assist the Franchisee, or act on its behalf, to exercise its rights or perform its obligations under this Agreement and in order to operate the Franchise Business.
- 10.4 Due to the special and unique nature of the Trade Secrets, confidential information, Marks and the Manual utilized in the System, the Franchisee hereby acknowledges that the Franchisor shall be entitled to immediate equitable remedies, including but not limited to, restraining orders and injunctive relief in order to safeguard such proprietary, confidential, unique, and special information and Marks of the Franchisor.

11. **MODIFICATION OF THE SYSTEM**

- 11.1 The Franchisee acknowledges that from time to time the Franchisor may change or modify the System presently identified by the Marks, including, without limitation, the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new menu items, new products, new equipment or new techniques.
- 11.2 The Franchisee shall accept, use and display for the purpose of this Agreement any such changes in the System, as if they were part of this Agreement at the time of execution hereof. The Franchisee shall make such expenditures, at the Franchisee's cost and expense, as are reasonably required by such changes or modifications in the System. The Franchisee shall not change, modify or alter in any way the System.

12. **ADVERTISING**

- 12.1 Recognizing the value of advertising and the importance of the standardization of advertising and promotion to the furtherance of the goodwill and the public image of Stores all promotional and advertising strategies and materials, including but not limited to, newspapers, radio and television advertising, specialty items and signs shall not be used by the Franchisee unless approved in writing by the Franchisor prior to their use or implementation.
- 12.2 The Franchisee shall continuously promote the Franchised Business. Every month, Franchisee shall spend at least zero-point five percent (0.50%) of the previous month's Gross Revenues ("**Minimum Marketing Spend**") on advertising, promotions and public relations within the immediate locality surrounding the Approved Location ("**Local Advertising**"). Such Local Advertising expenditures shall be made directly by Franchisee, subject to the prior approval and direction of the Franchisor. The Franchisor shall provide general guidelines to the Franchisee for conducting Local Advertising. Within thirty (30) days of the end of each quarter, the Franchisee shall furnish to the Franchisor an accurate accounting of the expenditures on Local Advertising for the preceding quarter. The Franchisee shall, at the Franchisor's request having given reasonable notice, attend meetings (to be held either physically or remotely and discuss the Franchisee's promotion of the Franchised Business by way of Local Advertising.

- 12.3 Upon mutual agreement, the Franchisee may engage a PR agency to manage promotion and marketing of the Stores.
- 12.4 The Franchisor will control and administrate the advertising of the Business in the Territory on the Social Media Channels by:
  - 12.4.1 setting up pages for each Store in the following Social Media Channels: Facebook, TripAdvisor and Google places (“**Stores Social Media Accounts**”);
  - 12.4.2 maintaining an account on Instagram and Twitter (“**Franchisor Social Media Accounts**”) for the purposes of advertising and promoting all Stores in the Territory; and
  - 12.4.3 reviewing the Social Media Plans and associated content as submitted by the Franchisee in accordance with this Clause 12.
- 12.5 The Franchisee may be responsible for developing content for the marketing, advertising campaigns and posts to be published in the Social Media Channels, in accordance with Clause 12.7.
- 12.6 The Franchisee shall submit for the Franchisor’s review from time to time marketing and promotion plan setting out the dates and contents of the posts to be published in the Social Media Channels (“**Social Media Plan**”). The Social Media Plan shall:
  - 12.6.1 provide for campaigns relating to food, retail products and cheese (the majority of the social media campaigns shall fall in this category), events such as master classes and celebrity chef appearances, and promotions about special menus or offers including pricing details, date availabilities, and people (customers and team members).
- 12.7 The Franchisee may create the contents and posts in the template provided by the Franchisor from time to time and may submit these to the Franchisor for review, prior to being posted by the Franchisee.
- 12.8 The Franchisee shall ensure that the contents and the posts to be uploaded in the Social Media Channels comply with the Manual setting out guidelines in relation to the tone of voice, language, image use, etc.
- 12.9 The Franchisor may at its discretion add branded pictures or any other materials or contents it sees fit to the posts or campaigns before uploading and publishing them in the Social Media Channels.
- 12.10 The Franchisee shall use best endeavours to address any complaints raised by customers in Social Media Channels in a prompt manner in accordance with the guidelines set out in the Manual.
- 12.11 The Franchisee shall not be entitled to, and undertakes not to, directly or indirectly create any social media account on any of the Social Media Channels listed in Clause 12.4.1. Any account creation requests can be submitted to Franchisor and Franchisor can action or deny such request at its sole discretion. Notwithstanding any acceptance by the Franchisor of the Franchisee’s request(s) under this Clause, any social media account created in connection with the Franchised Business shall be owned by the Franchisor, and Franchisor acting at its sole discretion may authorise the Franchisee to use or operate part or all of such social media account.

13. **OPERATING MANUAL**

- 13.1 The Franchisor and the Franchisee agree that it is in the best interests of the “jones the grocer” brand globally to ensure that:
  - 13.1.1 the Store; and
  - 13.1.2 the other “jones the grocer” stores operating outside of the Territory,
 all conform to the same standards and requirements with respect to each of the topics covered in the Manual.



- 13.2 In order to protect the reputation and goodwill of the System and to maintain high standards of operation under the Marks, the Franchisee shall, and is required to, at all times operate the Store strictly in accordance with the Manual.
- 13.3 The Franchisee acknowledges that the Franchisor shall have the right to add to, and otherwise modify, the Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by the Franchisor for the Store, and the Franchisee shall comply with such changes at all times.
- 13.4 The Manual contains proprietary information of the Franchisor, and its contents may, subject to Clause 10, be disclosed to managers, employees, advisors and/or other representatives of the Franchisee as is reasonably necessary to operate the Franchised Business. The Manual shall be kept confidential by the Franchisee, and the Franchisee shall procure that the Manual is kept confidential by all managers, employees, advisors and/or other representatives of the Franchisee to whom the contents of the Manual are disclosed pursuant to Clause 10, during the Term hereof and subsequent to the expiration and/or termination of this Agreement.
- 13.5 The Manual shall at all times remain the sole property of the Franchisor and any physical or electronic copies of any portions of the Manual provided to the Franchisee during the term of this Agreement shall be returned promptly to the Franchisor or destroyed as requested by the Franchisor upon the expiration or other termination of this Agreement.
14. **PRODUCTS & SERVICES**
- 14.1 The Franchisee is required to purchase the products and services designated in the Manual from the Approved Suppliers or as otherwise directed in the Manual and/or by the Franchisor in writing.
- 14.2 All products and services sold or offered in the Store must be pre-approved by the Franchisor prior to being purchased or offered for sale by the Franchisee.
15. **ACCOUNTING, RECORDS & NETTING OFF**
- 15.1 The Franchisee shall maintain during the Term, and shall preserve for at least seven (7) years or as required under the applicable law (whichever duration is greater in time), from the dates of their preparation, full, complete, and accurate books, records, and accounts in accordance with generally accepted accounting principles in the Jurisdiction and in the form and manner prescribed from time to time in the Manual or otherwise in writing by the Franchisor, as such books, records and accounts relate exclusively to the business of the Store. The Franchisee's annual audited financial statements shall be prepared by a reputable auditor and the Franchisee shall submit these annual audited financial statements to the Franchisor on yearly basis.
- 15.2 No later than ten (10) Business Days after the end of each month during the Term, the Franchisee shall submit to the Franchisor, in a format specified by the Franchisor (acting reasonably), a monthly and fiscal year-to-date revenue statement for the Store.
- 15.3 No later than ten (10) Business Days after the end of each quarter during the Term, the Franchisee shall submit to the Franchisor, in a format specified by the Franchisor (acting reasonably), quarterly management accounts in respect of the Store.
- 15.4 The Franchisor shall be entitled to net-off any amounts owed to it by the Franchisee (or any of its Affiliates) against any amounts it owes to the other party pursuant to the terms of this Agreement or any other agreement entered into by the parties subsequent to the Effective Date.
- 15.5 The Franchisor shall also have the right, at any time and on the provision of reasonable notice to have an independent audit made at its own cost and expense, of the revenue statement(s) of the Franchisee. If such audit should reveal that any payments due to the Franchisor have been understated in any report to the Franchisor, then the Franchisee shall immediately pay to the Franchisor the undisputed amount understated upon demand, plus interest from the date such amount was due until paid at the rate of 12% per annum (or the highest rate allowed by law in the jurisdiction where the Franchisee is located, whichever is lower),. If the audit or any other inspection discloses an underpayment of 3% or more of the amount due for any period covered by the audit, the Franchisee shall, in addition, reimburse the Franchisor for any and all costs and expenses connected with the audit (including, without limitation, travel

expenses and reasonable accounting and lawyers' fees). The foregoing remedies shall be in addition to any other remedies the Franchisor may have.

- 15.6 The Franchisee acknowledges that the Franchisor shall at their own cost, from time to time in extraordinary circumstances, have the right to request that the Franchisee promptly authorize and direct any third parties, including accounting and legal professionals, to release to the Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Revenues, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control. The Franchisee shall execute all documents necessary to facilitate the release of records referenced in this Clause 15.6 to the Franchisor as soon as practicable.
- 15.7 The Franchisee is required to and will purchase, install, maintain and use the POS system, as may be provided by the Airport authority, consisting of hardware and software at its own cost and shall ensure that all the Gross Revenues are recorded in the POS system.

**16. STANDARDS OF QUALITY AND PERFORMANCE**

- 16.1 The Franchisee shall commence operation of the Store in accordance with this Agreement or as otherwise required or approved in writing by the Franchisor. Prior to such opening, the Franchisee shall have procured all necessary licenses, permits, and approvals, including, but not limited to, those in connection with construction, hired and trained personnel, and all improvements and alterations to the Store premises.
- 16.2 Prior to the opening of the Store, the Franchisee shall purchase from the Franchisor or Approved Suppliers, and stock initial inventory of ingredients, food and beverage products, Retail Products, other products, materials and supplies, that are in keeping with the inventory requirements for the Store and that will permit operation of the Store at maximum capacity, in accordance with this Agreement.
- 16.3 The Franchisee acknowledges that it will be required to purchase the Retail Products through the Franchisor or the Approved Suppliers and to sell such Retail Products in accordance with the Manual from the Store. The Franchisor shall supply the Retail Products and ingredients, food and beverage products, other products, materials and supplies for the operation of the Franchised Business as may be agreed from time to time to the Franchisee.
- 16.4 The Franchisee shall offer for sale and sell at the Store all types of Menu Items and other categories of food and beverage products that the Franchisor from time to time authorizes, unless precluded from doing so by law, and shall not offer for sale or sell at any of the Store any other category or type of products or unapproved products or ingredients or use the Store for any purpose other than the operation of the Franchised Business in full compliance with this Agreement and the Manual.
- 16.5 In order to ensure that all Menu Items produced by the Franchisee meet the Franchisor's standards and in order to protect the Franchisor's goodwill and Marks, all Menu Items and other food products shall be prepared only by properly trained personnel strictly in accordance with the Franchisor's recipes, cooking techniques and processes, and the Manual, and shall be sold only to customers in conformity with the Manual.
- 16.6 The Franchisee shall in the operation of the Franchised Business use only displays, trays, boxes, bags, cups, napkins, straws, wrapping paper, labels, forms and other paper and plastic products imprinted with the Marks and colours as prescribed from time to time by the Franchisor.
- 16.7 The Franchisee agrees that at no time shall the Store be used to produce any form of consumable item other than the Menu Items.
- 16.8 The Store shall at all times be under the direct, on-premises supervision of a trained and competent employee acting as full-time manager. In addition to the Designated Manager, the Franchisee shall keep the Franchisor informed at all times of the identity of any employee(s) acting as manager(s) of the Store, and the Franchisee shall promptly furnish the Franchisor, upon the Franchisor's written request, a list of employees for the Store.

- 16.9 The Franchisee shall ensure and procure, as appropriate, that the Store shall utilise the Manual and the System for purposes of training employees in order to ensure that the Store maintains the premium image and standards of quality associated with the “Jones the Grocer” brand.
- 16.10 The Franchisee shall ensure that all its employees at the Franchised Business are appropriately attired at all times, in uniforms or other dress conforming in colour and design as the Franchisor may, from time to time, require in order to ensure compliance with the Manual (or as the Franchisor may specify in writing from time to time).
- 16.11 The Franchisee shall maintain the condition and appearance of the Store to assure conformance with the System, the Plans and Specifications and the Franchisor’s quality controls and standards. The Franchisee shall effect such reasonable maintenance of the Franchised Business as is from time to time required to maintain or improve the appearance and efficient operation of the Franchised Business, including, but not limited to, replacement of worn-out or obsolete fixtures and signs, repair of the exterior and interior of the Store, and the purchase and installation of new or modified equipment, including any computer hardware and software which may be required by the Franchisor
- 16.12 The Franchisor may at its own discretion organise in relation to the Store:
- 16.12.1 a brand audit twice per year following the format as communicated by the Franchisor from time to time (“Brand Audit”). The Brand Audit will be carried out by suitably qualified and experienced personnel appointed by the Franchisor. Results will be shared promptly by the Franchisor with the Franchisee; any costs incurred conducting the brand audit will be met by the Franchisor, save in respect of any occurrence where results of such audit establish that the Franchisee has failed to adhere to the System as prescribed in the manual shared by the Franchisor with the Franchisee, in which case the Franchisee shall reimburse the Franchisor for the cost but not exceeding US\$1,500 of such audit for a failed occurrence; and
- 16.12.2 a mystery dinner audit on a monthly basis following the format as communicated by the Franchisor from time to time (“**Mystery Dinner Audit**”), with the costs of these mystery dinner audits will be met by the Franchisor, save in respect of any occurrence where results of such audit establish that the Franchisee has failed to adhere to the System as prescribed in the manual, in which case the Franchisee shall reimburse the Franchisor for the cost but not exceeding US\$150 for a failed occurrence identified in the mystery dinner audit report as attributable to the Franchisee.
17. **INSURANCE**
- 17.1 The Franchisee shall maintain at its own expense, in form, amounts and with insurers satisfactory to the Franchisor, insurance policies covering such risks as are customarily insured against by persons carrying on activities in the Jurisdiction similar to the Franchised Business in relation to the Store.
- 17.2 All insurance shall contain a provision obligating all insurers to provide a written notice to the Franchisee of any cancellation or modification of coverage at least thirty (30) days prior to the effective date of said modification or cancellation. All coverage to be provided for insurance policies described in this Agreement may be adapted to the specific laws and customs of the Jurisdiction.
- 17.3 In the event the Franchisee, for any reason, does not procure and maintain such insurance coverage as required by this Agreement, the Franchisor shall have the right and authority (without, however, any obligation to do so) immediately to procure such insurance coverage and to charge same to the Franchisee, which charges, together with a reasonable fee for expenses incurred by the Franchisor in connection with such procurement, shall be payable by the Franchisee immediately upon notice and may be deducted by the Franchisor pursuant to Clause 15.4.

18. **REPRESENTATIONS AND WARRANTIES**

18.1 Each of the Franchisor and the Franchisee represent and warrant that:

- 18.1.1 it is a corporation duly organized and validly existing in good standing under the laws of its jurisdiction of incorporation;
- 18.1.2 all actions required to be taken to authorize the execution of this Agreement have been taken;
- 18.1.3 this Agreement has been duly executed and delivered by its authorized signatories and is valid and binding obligation enforceable in accordance with its terms; and
- 18.1.4 the execution, delivery and performance of this Agreement by it will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement to which it is a party.

18.2 The Franchisor additionally represents and warrants that:

- 18.2.1 it has been granted the right to use and licence the Marks;
- 18.2.2 it has the right to grant a license in connection with the Marks to the Franchisee; and
- 18.2.3 it has taken and will take, in a timely manner, all steps reasonably necessary to preserve and protect its ownership in, and the validity of, the Marks.

18.3 The Franchisee additionally represents and warrants that it has the requisite skill and financial resources necessary to operate the Franchised Business.

19. **COVENANTS**

19.1 The Franchisee specifically acknowledges that, pursuant to this Agreement, the Franchisee will receive valuable, specialized training and confidential information, including, without limitation, information regarding the training, operational, marketing, and promotional methods and techniques of the Franchisor and the System. The Franchisee covenants that during the Term, the Franchisee shall not, either directly or indirectly, for itself, or through on behalf of, or in conjunction with any person or legal entity:

- 19.1.1 divert or attempt to divert any present or prospective business or customer of any Store to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System;
- 19.1.2 employ or seek to employ any person who is at that time employed by the Franchisor, the Franchisor's affiliates, or by any other franchisee or multi-Store developer under the System, or otherwise directly or indirectly induce such person to leave his or her employment.

19.2 The Franchisee covenants that it shall not, whether during the Term or otherwise, attempt to register any of the Marks or any Intellectual Property without the prior written consent of the Franchisor.

19.3 The Franchisee acknowledges that a violation of any covenant in this Clause 19 will cause irreparable damage to the Franchisor, the exact amount of which may not be subject to reasonable or accurate ascertainment, and therefore, the Franchisee does hereby concede that in the event of such violation, the Franchisor shall, as a matter of right, be entitled to injunctive relief to restrain the Franchisee, or anyone acting for or on behalf of the Franchisee, from violating said covenants, or any of them. Such remedies, however, shall be cumulative and in addition to any other remedies to which the Franchisor may then be entitled.

20. **FORCE MAJEURE**

Neither party will be liable for loss or damage or be deemed to be in breach of this Agreement if the failure to perform each party's obligations results from acts of God; fires, strikes, riots or lockouts not caused by the claiming party; or, embargoes, war, natural disasters, political upheaval (an "**Event of Force Majeure**") so long as the party claiming that an Event of Force Majeure has occurred gives the other party written notice of the basis for the Event of Force

Majeure within ten (10) days of the commencement of the Event of Force Majeure. Any delay resulting from an Event of Force Majeure up to twelve (12) months will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, so long as the party claiming the occurrence of an Event of Force Majeure has provided written notice of the occurrence of the Force Majeure to the other party required by this Clause. No Event of Force Majeure will excuse payments of amounts owed at the time of such occurrence or Fees and all other amounts due to Franchisor and its Affiliates thereafter.

21. **DEFAULT AND TERMINATION**

21.1 Each of the following events shall constitute an event of default by the Franchisee under this Agreement for which the Franchisor shall not afford the Franchisee any opportunity to cure such default:

- 21.1.1 if the Franchisee fails to establish and equip the Franchised Business pursuant to Clause 6.5;
- 21.1.2 if the Franchisee relocates the Franchised Business without the written consent of the Franchisor;
- 21.1.3 if the Franchisee fails to open the Franchised Business within two (2) months from the Opening Date, except where the Airport Authority does not approve the foregoing Opening Date for any reasons, the Franchisee shall promptly provide to the Franchisor a copy of the Airport Authority's decision about the same. Notwithstanding the Airport Authority's non-approval of the Opening Date as above, if the Franchisee fails to open the Franchised Business within four (4) months from the Opening Date, it shall constitute an event of default by the Franchisee under Clause 21.1;
- 21.1.4 the Franchisee's assignment for the benefit of creditors or a similar disposition of the assets of the Franchised Business;
- 21.1.5 any threat or danger to public health or safety results from the construction, maintenance, or operation of the Franchised Business;
- 21.1.6 if the Franchisee is adjudicated as bankrupt, becomes insolvent, commits any affirmative act of insolvency, or files any action or petition of insolvency, if a receiver of its property or any part thereof is appointed by a court, if it makes a general assignment for the benefit of its creditors, if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless *supersedeas* bond is filed), if execution is levied against the Franchisee's business or property, or if a suit to foreclose any lien or mortgage against its Approved Location or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed;
- 21.1.7 any purported assignment or transfer of this Agreement, any direct or indirect interest in the Franchisee or substantially all of the assets of the Franchised Business is made to any third party without prior written intimation to the Franchisor prior to such assignment or transfer, contrary to the terms of Clause 23 hereof;
- 21.1.8 the Franchisee's voluntary abandonment or discontinuation of the operation of the Franchised Business for a period of more than three (3) days without the Franchisor's prior written consent (which consent will not to be unreasonably withheld), unless due to an Event of Force Majeure herein;
- 21.1.9 the Franchisee's direct or indirect violation of any of the covenants against competition in Clause 19;
- 21.1.10 if, contrary to the terms of Clauses 10 and 13 hereof, the Franchisee discloses or divulges the contents of the Manual or other confidential information provided to the Franchisee by the Franchisor;
- 21.1.11 if the Franchisee knowingly maintains false books or records, or submits any false records to the Franchisor;

- 21.1.12 if the Franchisee fails on or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee or amounts due for purchases from the Franchisor, or any other payments when due to the Franchisor and/or its Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;
  - 21.1.13 if the Franchisee misuses or makes any unauthorized use of the Marks or any other identifying characteristics of the System, or otherwise materially impairs the goodwill associated therewith or the Franchisor's rights therein;
  - 21.1.14 if the Franchisee refuses to permit the Franchisor to inspect the Franchised Business premises, or the books, records, or accounts of the Franchisee upon demand;
  - 21.1.15 if the Franchisee experiences a change of Control without prior written intimation to the Franchisor as regards the change of Control;
  - 21.1.16 if the Franchisee or the Transferee fails to comply with the non-exhaustive conditions under Clause 23.4;
  - 21.1.17 if the Franchisee, upon receiving a Notice of Default under Clause 21.2 hereof, fails to initiate immediately a remedy to cure such default; or
  - 21.1.18 if the Franchisee, after curing a default pursuant to Clause 21.2 hereof, commits the same default again or if Franchisee commits a Persistent Breach.
- 21.2 Each of the following events shall be deemed an event of default under the terms of this Agreement if not cured within thirty (30) days after receipt of written "**Notice of Default**" from the Franchisor:
- 21.2.1 the Franchisee's failure, refusal or neglect to pay, when due, any monies owed to the Franchisor or its Affiliates, or to submit the financial or other information required by the Franchisor from the Franchisee when due;
  - 21.2.2 the Franchisee's failure to utilize the Minimum Marketing Spend or to obtain the written approval by the Franchisor of its marketing plan prior to utilizing the Minimum Marketing Spend;
  - 21.2.3 the Franchisee's failure to maintain the strict quality controls required by this Agreement and reasonably required by the Franchisor;
  - 21.2.4 the Franchisee's failure to maintain properly trained managers in the operation of the Franchised Business;
  - 21.2.5 the Franchisee's Gross Revenues for any period has been understated by 3% or more;
  - 21.2.6 Non-conformity with the instructions of the Approved Architect in relation to the design of the Store at the Approved Location; and
  - 21.2.7 the Franchisee's material breach of any of its obligations under this Agreement.
- 21.3 In addition to any other termination rights of the Franchisor set out in this Agreement, in the event of default under Clause 21.1 and 21.2 the Franchisor may terminate this Agreement by written notice of 30 days to the Franchisee. Any termination notice delivered by the Franchisor in accordance with this Agreement shall be effective upon receipt of such notice by the Franchisee or deemed delivery of such notice in accordance with Clause 27, whichever occurs first. Upon termination, the Franchisor may exercise any and all of its other rights and remedies contained herein, and all rights and remedies afforded by applicable law.
- 21.4 At any time during the term of this Agreement, the Franchisee shall have a right to terminate this Agreement subject to a prior written notice of 30 (thirty) days to the Franchisor, without assigning any reason therefor.

**22. RIGHTS AND DUTIES OF PARTIES UPON EXPIRATION OR TERMINATION**

- 22.1 Upon termination (regardless of the cause thereof) or expiration of this Agreement:
- 22.1.1 this Agreement and all rights granted hereunder to the Franchisee shall, except as otherwise set out in this Clause 22, forthwith terminate, and the Franchisee shall immediately cease operation of the Franchised Business;
  - 22.1.2 the Franchisee shall promptly pay all sums owing to the Franchisor due under this Agreement, together with all costs and expenses, including reasonable attorneys' fees and disbursements incurred by the Franchisor in enforcing its rights under this Agreement or in collecting sums due hereunder;
  - 22.1.3 the Franchisee shall immediately deliver to the Franchisor all manuals, including the Manual, customer lists, records, files, instructions, brochures, agreements, disclosure statements, recipes, formulas, specifications, training materials, printed forms, and any and all materials relating to the operation of the Franchised Business in the Franchisee's possession, and all copies thereof (all of which are acknowledged to be the Franchisor's property) and all other records containing trade secrets or confidential information of the Franchisor;
  - 22.1.4 Each Party shall, use commercially reasonable efforts, and in a timely manner to cooperate with the other Party in any subsequent interaction between the Parties for up to six (6) months following termination or expiration of this Agreement;
  - 22.1.5 the Franchisee shall immediately thereafter cease to use, by advertising or in any manner whatsoever, the Marks or any colourable imitations thereof, or any forms, manuals, slogans, signs, marks, symbols, or devices used in connection with the operation of the Franchised Business or the System. Neither Party shall represent or advertise without the prior written consent of the Party (which may be reasonably denied) that it was formerly a party to this Agreement and Marks thereunder.
  - 22.1.6 the following Clauses shall survive termination (regardless of the cause thereof) or expiration of this Agreement:
    - (a) Clause 1 (*Definitions and Interpretation*);
    - (b) Clause 10 (*Confidential Information*);
    - (c) Clause 19 (*Covenants*);
    - (d) Clause 22 (*Rights and Duties of Parties Upon Expiration or Termination*);
    - (e) Clause 27 (*Notices*);
    - (f) Clause 28 (*Miscellaneous*); and
    - (g) Clause 31 (*Governing Law and Dispute Resolution*).
- 22.2 The Franchisee agrees and undertakes to execute such documents as the Franchisor deems necessary and as reasonable in order to implement Clause 22.1.

**23. TRANSFERABILITY OF INTEREST**

- 23.1 The Franchisor shall have the right to transfer, assign or novate this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of the Franchisor shall become solely responsible for all obligations of the Franchisor under this Agreement from the date of such transfer, assignment or novation without any requirement to obtain the written approval or consent of the Franchisee, provided that for purposes of prudent record keeping (only), the Franchisee agrees to execute on demand such documents acknowledging such transfer, assignment or novation as required by the Franchisor.
- 23.2 The Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to the Franchisee, and that the Franchisor has granted this Agreement in reliance on the Franchisee's principals and members' business skill and financial capacity. Accordingly, the Franchisee may, subject to providing the Franchisor prior written

intimation may sell, assign, transfer, convey, pledge, encumber or merge (collectively for the purposes of Clause 23.4, “**transfer**”) any direct or indirect interest in this Agreement, or in all or substantially all of the assets of the Franchised Business provided that the Transferee is not a person or company on any sanctions or prohibited list of the United States of America, European Union, United Nations and or the United Arab Emirates.

23.3 In no event shall the Franchisor be obliged to purchase the Franchised Business from the Franchisee.

23.4 In case of a Transfer, the Franchisor has the right to require that the Franchisee and the Transferee satisfy the following non-exhaustive list of conditions within and not exceeding thirty (30) days from the date of the written intimation under Clause 23.2 in relation thereto:

23.4.1 that all of the Franchisee’s accrued monetary obligations and all other outstanding obligations to the Franchisor and its affiliates have been satisfied;

23.4.2 that the Franchisee are not in default of any provision of this Agreement;

23.4.3 that the Franchisee and the transferee shall have executed a general release, in a form satisfactory to the Franchisor, of any and all claims against each other and their affiliates, and their respective officers, directors, shareholders, agents, members, managers, and employees, excluding only such claims relating to any provision or covenant of this Agreement which, expressly or by its nature imposes obligations beyond the expiration of this Agreement;

23.4.4 that the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as the Franchisor may request) enter into a written assignment, in a form satisfactory to the Franchisor, assuming and agreeing to discharge all of the Franchisee’s obligations under this Agreement;

23.4.5 that the transferee demonstrates to the Franchisor’s satisfaction that it meets the Franchisor’s educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the Franchised Business (as may be evidenced by prior related business experience or otherwise), and has adequate financial resources and capital to operate the Franchised Business;

23.4.6 that the transferee executes, for a term ending on the expiration date of this Agreement and with such renewal terms as may be provided by this Agreement, the then-current form of individual non-exclusive franchise agreement and other ancillary agreements as the Franchisor may require for the Franchised Business, which agreements shall supersede this Agreement in all respects, except that the transferee shall not be required to pay any initial Franchise Fee, and the Royalty Fee payable to the Franchisor hereunder shall remain the same;

23.4.7 that the transferee, at its expense, refurbishes the Store premises to conform to the Franchisor’s then-current standards and specifications, and complete the refurbishing and other requirements within the time specified by the Franchisor;

23.4.8 that the Franchisee remains liable for all of the obligations to the Franchisor in connection with the Franchised Business which arose prior to the effective date of the transfer and execute any and all instruments reasonably requested by the Franchisor to evidence such liability;

23.4.9 that, at the transferee’s expense, the transferee and the transferee’s manager completes any training programs then in effect for franchisees and managers upon such terms and conditions as the Franchisor may reasonably require;

23.4.10 that the Franchisee pays a transfer fee equal to that amount listed in Schedule 1 under the heading “**Transfer Fee**” provided that the Franchisee transfers, assigns, or novates this Agreement to any party that is not an Affiliate or a Group Company of the Franchisee; and

23.4.11 that the Franchisee reimburses the Franchisor for its reasonable costs and expenses associated with reviewing the application to transfer, including, without limitation, legal and accounting fees, provided that the Franchisee transfers,



assigns, or novates this Agreement to an Affiliate or a Group Company of the Franchisee.

23.5 The Franchisee shall not grant a security interest in the Franchised Business or in any of the assets of the Franchised Business unless the secured party agrees that in the event of any default by the Franchisee under any documents related to the security interest, the Franchisor shall have the right and option (but not the obligation) to be substituted as obligor to the secured party and to cure any default of the Franchisee, and, in the event the Franchisor exercises such option, any acceleration of indebtedness due to the Franchisee's default shall be void.

23.6 The Franchisor's acknowledgement of a transfer of any interest in this Agreement, in the Franchisee, or in all or substantially all of the assets of the Franchised Business shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of the Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

**24. INDEPENDENT CONTRACTOR AND INDEMNIFICATION**

24.1 This Agreement does not constitute the Franchisee as an agent, legal representative, joint venture partner, partner, employee, or servant of the Franchisor for any purpose whatsoever.

24.2 The Franchisee shall defend at its own cost and indemnify and hold harmless the Franchisor, its shareholders, directors, officers, employees and agents from and against any and all loss, costs, expenses (including attorneys' fees), damages and liabilities, however caused (except as described below), resulting directly or indirectly from or pertaining to the use, condition, or construction, equipping, decorating, maintenance or operation of the Franchised Business, including the sale of any food products, service or merchandise sold from the Franchised Business, unless caused by the negligence or misconduct of the Franchisor or any of its agents or employees.

24.3 The Franchisor shall defend at its own cost and indemnify and hold harmless the Franchisee and any of their shareholders, directors, officers, employees, and agents from and against any and all losses, costs, expenses (including reasonable attorneys' fees), damages, and liabilities, however caused, resulting directly from a claim by a third party that the use of the Marks by the Franchisee, in accordance with the terms of this Agreement, infringes the intellectual property rights of any third party.

**25. NON-WAIVER**

25.1 No failure of the Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by the Franchisee with any obligation or condition hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of the Franchisor's right to demand exact compliance with the terms hereof.

25.2 Waiver by the Franchisor of any particular default by the Franchisee shall not be binding unless in writing signed by the Franchisor and executed by the party sought to be charged and shall not affect or impair the Franchisor's right with respect to any subsequent default of the same or of a different nature; nor shall any delay, waiver, forbearance, or omission of the Franchisor to exercise any power or rights arising out of any breach or default by the Franchisee of any of the terms, provisions, or covenants hereof, affect or impair the Franchisor's rights nor shall such constitute a waiver by the Franchisor of any right hereunder or of the right to declare any subsequent breach or default.

**26. LIMITATION OF LIABILITY**

26.1 In any claim or action brought by the Franchisee against the Franchisor in connection with this Agreement, the liability of the Franchisor under this Agreement shall not exceed and shall be limited to the sum of the Franchise Fee and any Royalty Fees received by the Franchisor during the preceding twelve months.

26.2 In any claim or action brought by Franchisor against the Franchisee in connection with this Agreement, the liability of Franchisee under this agreement shall not exceed and shall be limited to the sum of the Franchise Fee and any Royalty Fees received by the Franchisor during the preceding twelve months. However, this limitation of liability shall not apply in cases of wilful default or gross negligence, breach of intellectual property rights, breach of

confidentiality, breach of any legal, regulatory or statutory obligations that may result in loss or damage, penalties, fines, class action, defamation suit or other consequences to the Franchisor, or any claim relating to death or personal injury arising from the negligence of the Franchisee. Furthermore, this limitation of liability shall not apply in any instance where the Franchisor is required to enforce or protect its brand, Intellectual property, or the System.

27. **NOTICES**

27.1 Any and all notices required or permitted under this Agreement shall be in writing, and shall be delivered by any means which affords the sender evidence of delivery or of attempted delivery, to the respective parties at the following addresses, unless and until a different address has been designated by written notice to another party:

- 27.1.1 Notices to the Franchisor: JTG Franchising Limited  
P.O. Box 454 670  
Dubai, United Arab Emirates  
Attn: Mr. Yunib Siddiqui – CEO  
Email: [yunib@jonesthegrocer.com](mailto:yunib@jonesthegrocer.com)
- 27.1.2 Notices to the Franchisee: Semolina Kitchens Private Limited.  
504, Regus, Level-5, Caddie Commercial Tower, Hospitality District Aerocity, New Delhi, India, 110037  
Attn: Akshay Sharma - Sr. Vice President  
Email: [akshay.sharma@semolinakitchens.com](mailto:akshay.sharma@semolinakitchens.com)

27.2 All notices given in connection with or pursuant to this Agreement shall be deemed to have been given at the date and time of delivery or of attempted delivery.

28. **MISCELLANEOUS**

28.1 **Entire Agreement**

This Agreement constitutes the entire, full and complete agreement between the Franchisor and the Franchisee concerning the subject matter hereof and supersedes all prior agreements.

28.2 **Variations**

No amendment, change or variance to this Agreement shall be binding on either party unless executed in writing by both parties.

28.3 **Severability**

28.3.1 Each provision of this Agreement is severable and distinct from the others. If at any time any provision of this Agreement is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this Agreement but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this Agreement shall not be affected in any way.

28.3.2 If any provision of this Agreement is found to be unlawful, invalid or unenforceable in accordance with Clause 28.3.1 but would be lawful, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it lawful, valid or enforceable.

28.4 **Third Party Rights**

No provision of this Agreement is intended to benefit or be enforceable by any third party except as expressly set out herein.

28.5 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original. All the counterparts shall together constitute one and the same Agreement, which shall be deemed executed when counterparts executed by

all of the parties to this Agreement are delivered. The parties agree that for the purposes of execution of this Agreement an electronic signature (including DocuSign) shall be accepted by each party in lieu of a wet-ink signature.

## 28.6 **Language**

28.6.1 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language text shall prevail.

28.6.2 Any notice given under or in connection with this Agreement shall be in the English language. All other reports, invoices, documents, and communications provided hereunder shall be given or provided by one party to the other shall be in the English language. If such documents are translated into any other language, the English language text shall prevail.

## 29. **ANTI-BRIBERY AND ANTI-CORRUPTION**

### 29.1 **Anti-Bribery and Corruption**

29.1.1 Each Party agrees that it shall, and shall procure that its employees, subsidiaries, agents, sub-contractors, consultants and any other person acting on its behalf in connection with this Agreement shall: (a) comply with applicable anti-bribery and corruption laws (including the UK Bribery Act 2010) (“Anti-Bribery Laws”), and in particular, shall not, either directly or indirectly, offer, promise, give, authorise the payment of, or transfer, a financial or other advantage (i) to any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or required by written law to be influenced by the offer, promise or gift; or (ii) to any other person with the intention of inducing or rewarding the improper performance of a function or activity, (b) maintain adequate policies and procedures designed to prevent any activity, practice or conduct relating to this Agreement that would constitute an offence under any applicable Anti-Bribery Laws, (c) not engage in any activity, practice or conduct which would constitute tax evasion or the facilitation of tax evasion and comply with all applicable laws, statutes, regulations, and codes in force from time to time relating to tax evasion or the facilitation of tax evasion; and (d) disclose to the other party in writing immediately on it becoming aware of the same, full details of any fact, matter, event or circumstance which does or might constitute a breach of this condition.

- (a) The Parties shall ensure that its personnel and any other persons who are engaged in connection with the supply of any of the goods and services who are “associated” with the other Party shall at all times during the term of the Agreement comply with all applicable anti-bribery and corruption laws and regulations or any other applicable laws in the performance or purported performance of the Agreement and, in particular, shall not, either directly or indirectly, offer, promise, give, authorise the payment of or transfer a financial or other advantage to: (i) any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or required by written law to be influenced by the offer, promise or gift; or (ii) any other person with the intention of inducing or rewarding the improper performance of a function or activity.
- (b) The Parties shall implement and at all times maintain suitable policies and procedures designed to prevent any activity, practice or conduct relating to the Agreement that would constitute an offence under any applicable laws and shall procure that all of its associates shall at all times comply with all such policies and procedures.
- (c) The Parties shall provide the other Party with all reasonable assistance to enable the other Party comply with all applicable laws, including informing the other Party of any request by a third party for payment of a bribe in connection with the goods or services.

- (d) The Parties shall disclose to other Party in writing, immediately on it becoming aware of the same, full details of any fact, matter, event or circumstance which does or might constitute a breach of this Clause. Any failure by either Party to perform its obligations under, or procure compliance with this Clause shall be deemed to be a material breach of the Agreement by the other Party, such breach being incapable of remedy and giving the other Party the right to terminate the Agreement.
- (e) Modern Slavery.

The Parties shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force. In performing its obligations under this Agreement, the parties shall take reasonable steps to ensure that slavery, servitude, human trafficking, forced or compulsory labour, and/or child labour do not take place in its supply chains or in any part of its business (including making all necessary enquiries with its supplies and, to the extent reasonable, other parties in the supply chain).

**29.2 Business Ethics and Code of Conduct**

The Franchisor and the Franchisee shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“**Relevant Requirements**”).

- 29.3 The parties agree that they will comply with each of the Franchisor’s and the Franchisee’s anti-bribery and corruption policies as the Franchisee and the Franchisor may develop and update from time to time (“**Relevant Policies**”).
- 29.4 Each party shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Relevant Requirements and the Relevant Policies and will enforce them where appropriate.
- 29.5 The Franchisee shall ensure that any person associated with the Franchisee who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms.

**30. ANTI-TAX EVASION**

- 30.1 Each party shall, and shall procure that their employees, agents and contractors and any other person providing goods or services on their behalf in connection with this Agreement shall:
  - 30.1.1 comply with all applicable laws and regulations in force from time to time relating to tax evasion, tax evasion facilitation, foreign tax evasion and foreign tax evasion facilitation (each a “**Tax Evasion Offence**”) and the prevention of Tax Evasion Offences;
  - 30.1.2 not engage in any activity, practice or conduct which would constitute a Tax Evasion Offence;
  - 30.1.3 promptly report to the other party any request or demand from a third party to facilitate any Tax Evasion Offence, in connection with the performance of this Agreement; and
  - 30.1.4 at the request of the other party, within 30 days of the date of this Agreement and annually thereafter, certify to the other party in writing signed by an officer, compliance with this Clause together with such supporting evidence of compliance as the other party may reasonably request.

**31. GOVERNING LAW AND DISPUTE RESOLUTION**

- 31.1 This Agreement shall be governed by and construed in accordance with English law.
- 31.2 In the event of any dispute between the parties in respect to the application of any of the provisions of this Agreement, senior representatives of the parties, namely the CEO of the Franchisor and the Franchisee shall endeavour to settle such dispute directly within a period of thirty (30) days, failing which, the provisions of Clause 31.3 shall apply.
- 31.3 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre (which Rules are

deemed to be incorporated by reference into this Clause. The number of arbitrators shall be three. Unless the Parties agree otherwise, each of the two Parties shall nominate an arbitrator, and the third arbitrator, who shall act as the chairman of the tribunal, shall be chosen by the two arbitrators appointed on behalf of the Parties. In the event the co-arbitrators fail to agree upon a third arbitrator within 10 days from the date of notification of the Arbitration Court's decision of appointment of the last co-arbitrator or any additional time as may be exceptionally granted by the Centre, the Arbitration Court shall appoint the chairperson. The seat of arbitration shall be Dubai International Arbitration Centre in Dubai, United Arab Emirates. The language to be used in the arbitration shall be English.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Agreement as of the Effective Date.

***[schedules and signature page follow]***

**SCHEDULE 1**  
**KEY COMMERCIAL TERMS**

1.	<b>Initial Term:</b>	A period of time commencing on the Effective Date and expiring on either (a) the expiry date of the term of the relevant Concession Agreement; or (b) the date falling ten (10) years from the Opening Date, whichever occurs first.
2.	<b>Subsequent Term:</b>	One period of six (6) years, beginning on the date immediately following the last day of the Initial Term.
3.	<b>Territory:</b>	Terminal 2, Chhatrapati Shivaji Maharaj International Airport, Republic of India.
4.	<b>Approved Location:</b>	As shown on the plan attached at Schedule 5.
5.	<b>Store Type:</b>	Express Store.
6.	<b>Franchise Fee:</b>	US\$ 30,000 to be paid in full upon execution of this Agreement by the Franchisee.
7.	<b>Royalty Fee:</b>	A monthly fee equal to four-point ninety five percent (4.95%) of the Gross Revenues.
8.	<b>Renewal Fee:</b>	US\$ 15,000.
9.	<b>Transfer Fee:</b>	US\$ 5,000.
10.	<b>Relocation Fee:</b>	US\$ 10,000.  The relocation fee will not be chargeable in case the relocation of the Store is within the same terminal of the Airport.
11.	<b>Late Fees:</b>	One percent (1%) per month on all outstanding amounts owed by the Franchisee to the Franchisor.
12.	<b>Designated Managers</b>	Soni Viswanathan a national of Republic of India Email: <a href="mailto:soni.viswanathan@travelfoodservices.com">soni.viswanathan@travelfoodservices.com</a>
13.	<b>Franchisee Representative</b>	Akshay Sharma a national of Republic of India Email: <a href="mailto:akshay.sharma@semolinakitchens.com">akshay.sharma@semolinakitchens.com</a>
14.	<b>Opening Date</b>	180 days from the Effective Date, subject to approval from the Airport authorities.

**SCHEDULE 2  
THE MARKS**

<b>Mark</b>	<b>Country</b>	<b>Registration/ Application Nos</b>	<b>Filing Registration Date</b>	<b>Status</b>
 Class 35	INDIA	2343814	06-June-2012	Registered
 Class 29	INDIA	2343815	06-June-2012	Registered
 Class 30	INDIA	2343816	06-June-2012	Registered
 Class 43	INDIA	2343817	06-June-2012	Registered

**SCHEDULE 3**  
**TRAINING AND ASSISTANCE**

**1. INITIAL TRAINING**

Franchisor shall make an initial training program available to the Franchisee and the Key Employees and any designated attendees that the Franchisor may suggest attending such initial training program. Prior to the opening of the Franchised Business, the Key Employees and any designated attendees must attend and successfully complete, to Franchisor's satisfaction, an initial training program consisting of approximately twenty eight (28) days of on-the-job instruction pertaining to operation and administration of the Franchised Business including, but not limited to, sales and marketing methods; financial controls; maintenance of quality standards; customer service techniques; record keeping; and reporting procedures and other operational issues. Franchisor shall conduct the initial training program through remote/digital learning tools or at a designated location of its choice in the Emirate of Dubai or Abu Dhabi, United Arab Emirates. Franchisor will provide this training free of cost while the Franchisee will be responsible for all travel, local bed, board and transport costs of the Franchisee's employees required to travel to attend the training. Franchisee shall be responsible for onward training of its management and other employees.

**2. ON-SITE TRAINING AND OPENING ASSISTANCE**

2.1 Franchisor shall provide an on-site training program which shall be conducted at the Franchised Business immediately prior to the opening of the Franchised Business followed by opening assistance. The Franchisor shall allocate up to Two (2) representatives, who have experience with the System, to perform on-site training and opening assistance for the purpose of providing general training and guidance in connection with the opening and operation of the Franchised Business.

2.2 The on-site training and opening assistance, commencing around the opening of the Store, will be for fourteen (14) days after which the Franchisor will decide (in its sole discretion) whether the Franchisee's staff is ready and fit to operate the Franchised Business in accordance with the System and the Franchisor's standards of performance. In the event the Franchisor (in its sole discretion) does not deem the Franchisee to be sufficiently fit to operate the Franchised Business following such fourteen (14) days period of training (or in the event the Franchisee provides a written request to the Franchisor to continue the training following the fourteen (14) days period), the Franchisor will extend the on-site training and opening assistance by its representatives on a day to day basis for up to seven(7) days.

2.3 Subject to the provisions of paragraph 2.2 above, the Franchisee shall be responsible for the cost of travel (both international and regional), local bed, board (to a minimum standard of 4 stars), meals and transport costs of the Franchisor's representative sent for the on-site training program.

**3. ONGOING TRAINING**

The Franchisee shall be responsible for ongoing training of its management and other employees pertaining to operation and administration of the Franchised Business including, but not limited to, adaption to latest system and operations manual, sales and marketing methods; financial controls; maintenance of quality standards; customer service techniques; record keeping; and reporting procedures and other operational issues. Franchisee may send its key employees with prior consent of Franchisor to the Franchisor and the Franchisor shall conduct a refresher training program at its headquarters, through remote/digital learning tools or at another designated location of its choice. Franchisor will provide this training free of cost while the Franchisee will be responsible for all travel, local bed, board and transport costs.

**4. SECONDMENT OPTION**

If Franchisee wishes to second into the Franchised Business at any point following completion of the on-site training and opening assistance, it may provide a written request to the Franchisor to request the secondment of a Franchisor representative with sufficient expertise of the System. Following receipt of such written request from the Franchisee, the Franchisor may (but will not be required) to second such representative, provided that Franchisee pays Franchisor a daily fee for each such representative equivalent to one hundred and fifteen percent (115%) of each such representative's daily rate of pay (calculated by dividing each



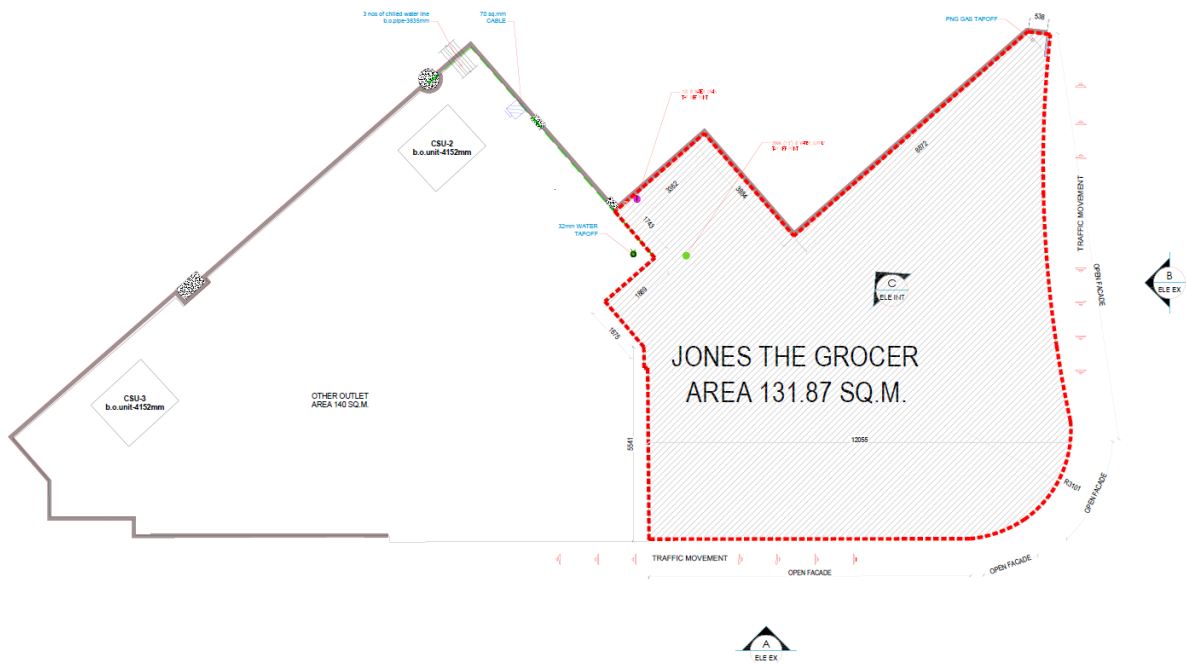
such representative's monthly salary by 30), plus the reasonable cost of any travel outside the ordinary course of such representative's duties. The Franchisor will retain the right to withdraw its representatives from any such secondment at any time on the provision of ten (10) days' notice to the Franchisee.

**SCHEDULE 4  
STORE TYPE**

<b>Store Type</b>	<b>Express Store</b>	<b>Medium Store</b>
<b>Bakery</b>	Outsourced or Off Site	Outsourced or Off Site
<b>Patisserie</b>	Outsourced or Off Site	Outsourced or Off Site
<b>Kitchen to execute café menu</b>	No	Yes
<b>Prep kitchen (including merry chef)</b>	Yes	N/a
<b>Retail display capability</b>	upto 50 Stock Keeping Units (SKU's)	upto 200 Stock Keeping Units (SKU's)
<b>Coffee theatre</b>	Limited	Yes
<b>Cheese room / wall</b>	No	Possible
<b>Charcuterie / deli</b>	No	Possible
<b>Wood fired oven</b>	No	Possible
<b>Grab &amp; go fridge</b>	Yes	Yes
<b>Grab &amp; go freezer</b>	Limited	Yes

### SCHEDULE 5 APPROVED LOCATION

Unit Number 3002 A  
Terminal 2, International Departures  
Chhatrapati Shivaji Maharaj International Airport  
Mumbai, Maharashtra, India  
As marked in red in the plan below



**SCHEDULE 6**  
**FRANCHISEE DESIGN AND FIT OUT UNDERTAKINGS**

The Franchisee undertakes to fulfil the following non-exhaustive list of duties in a timely and professional manner:

- (1) Provide all necessary existing base building and existing tenancy drawings, including but not limited to, CAD plans, CAD surveys, calculations, schedules, etc. which will be required by the Approved Architect to commence the design concept stage, or provide CAD measured surveys etc. where 'as-builts' are not available;
- (2) Following provision to the Franchisee of the concept and schematic layouts for the Approved Location review and comment on the layouts, such review and comments to be made in a timely and professional manner;
- (3) After the design documentation has been finalized by the Approved Architect, present this documentation to such contractor having suitable experience in interior food and beverage fit out works of a similar size, scope, complexity and cost;
- (4) Provide unobstructed and continuous access wherever it is required to allow the performance at the Approved Location of the Design Services;
- (5) Assist with import, export and customs clearance of goods required for the performance of the Design Services;
- (6) Attendance at key design meetings / discussions if required;
- (7) Ensure that comments of the Franchisor and/or the Approved Architect relating to the drawings for the Approved Location are accurately incorporated into the constructed works by the Franchisee's contractor; and
- (8) At completion of the fitout of the Franchised Business, provide the Franchisor all as-built drawings (stamped soft copy only), operations manuals (2 hard copies and soft copy), certificates (hard and soft copy), guarantees (hard and soft copy) and the like, for the newly fitted out Franchised Business.

The Franchisee acknowledges that the Approved Architect shall only obligated to procure the Design Services and that any other additional design services required to design the Franchised Business, including but not limited to structural engineering, environmental planning, traffic consultancy, etc. are excluded from the scope of the Design Services. The Franchisor may in its sole discretion recommend to the Franchisee miscellaneous consultants to perform such additional services which will be provided with such costs to be borne solely by the Franchisee.

**SIGNATORIES**

Signed by Yunib Siddiqui  
for and on behalf of  
**JTG FRANCHISING LIMITED**

*Yunib Siddiqui*  
.....  
CEO

Signed by Akshay Sharma  
for and on behalf of  
**SEMOLINA KITCHENS PRIVATE LIMITED**

*Akshay Sharma*  
.....  
Sr. Vice President, Sale & Business  
Operations