

assign to the Licensor in writing and to the full extent possible any and all Intellectual Property Rights in such designs, drawings or plans. Any and all goodwill generated as a result of use by the Licensor of the Licensor Intellectual Property will enure to the benefit of the Licensor. The Operator acknowledges that it does not, by virtue of this Agreement, obtain or claim any right, title or interest in or to the Licensor Intellectual Property except the rights of use specifically granted under this Agreement. The Operator shall not grant, or purport to grant, any right or licence to use the Licensor Intellectual Property to any third party.

12. Operator Financial Obligations

12.1 In consideration of the rights granted and the services to be provided by the Licensor pursuant to this Agreement, the Operator agrees the following:

12.1.1 to pay to the Licensor a non-refundable, non-recoupable, one-time fee for each Concept to be operated by the Operator (each a **Development Fee**). Subject to Clause 12.1.2, the relevant Development Fee for each Concept shall be payable on the date the relevant Restaurant is opened or the end of the Quarter Period in which it is due to be opened pursuant to the Roll Out Plan (whichever is the earlier). The Development Fee shall be:

- (a) US\$40,000 for the first Restaurant that is opened;
- (b) US\$40,000 for the second Restaurant that is opened;
- (c) US\$30,000 for the third Restaurant that is opened;
- (d) US\$30,000 for the fourth Restaurant that is opened;
- (e) US\$30,000 for the fifth Restaurant that is opened; and
- (f) US\$30,000 for the sixth Restaurant that is opened.

If the Operator opens further Restaurants under any of the Concepts during the Term (in accordance with the provisions of the this Agreement and as may be agreed by the Licensor at its absolute discretion) in addition to the initial six (6) Restaurants, the Operator shall pay to the Licensor a fee of US\$22,000 upon the opening of each such additional Restaurant.

12.1.2 in relation to the third, fourth, fifth and sixth Restaurants, in circumstances of Reasonable Delay, the due date for payment of the applicable Development Fee shall be extended until the actual opening dates of the third, fourth, fifth and sixth Restaurants respectively;

12.1.3 to collect the Gross Revenue from each Restaurant and to keep full and proper records with respect to all Gross Revenue received;

12.1.4 to pay to the Licensor a fee equal to 6% (inclusive of the 1% contribution towards marketing spend as referred to in Clause 4.4) of Net Receipts of each Restaurant in each Year (each a **Royalty Payment**). Within ten (10) Business Days of the end of each Quarter Period (**Calculation Date**) the Operator shall account to the Licensor and provide statements of each Royalty Payment, and the Operator shall make payment to the Licensor of any balance of Royalty Payments due to the Licensor within ten (10) Business Days of the relevant Calculation Date, subject to receipt of valid invoice(s);

12.1.5 time shall be of the essence with respect to all accounting and payment obligations of the Operator; and

12.1.6 all payments to the Licensor under this Clause 12 or otherwise in connection with this Agreement, shall be paid subject to and after the deduction for local withholding tax required by law which shall be deducted from such fees and paid to the tax authorities by the Operator. The Operator shall provide the Licensor with all details and documents relating to such withholding made and submitted to the appropriate tax authority including a withholding tax certificate in the name of the Licensor (to the extent applicable).

12.2 **No Set-Off**

All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law pursuant to Clause 12.1.5 above).

12.3 **Interest**

12.3.1 If any Party fails to make any payment due to the other under this Agreement by the due date for payment, then, without limiting the other Party's remedies under Clause 15, the defaulting Party shall pay interest on the overdue amount at the rate of 2% per annum above Barclays' base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting Party shall pay the interest together with the overdue amount.

12.3.2 In relation to payments disputed in good faith, interest under this Clause is payable only after the dispute is resolved, on sums found or agreed to be due, from five (5) Business Days after the dispute is resolved until payment.

13. **Expenses**

The Operator shall reimburse the Licensor upon presentation of an invoice for the following:

- (a) with respect to any visits of GR or any of the Licensor's employees, consultants or sub-contractors agreed with the Operator, First Class air travel and five star accommodation for GR (if applicable), two named travel companions (security personnel and personal assistant) for GR (if applicable), Business Class air travel and five star accommodation with respect to two named senior management of the Licensor), Coach Class flights and four star accommodation or serviced apartment accommodation for other members of the Licensor's team, and such other reasonable expenses which are notified by the Licensor to the Operator; and
- (b) any and all out of pocket recruitment and training expenses incurred by the Licensor in connection with recruiting (or assisting with the recruitment of) or training (or assisting with the training of) the Key Staff specified in Clause 6.2.3(c).

14. **Accounts / Audit**

14.1 The Operator shall:

14.1.1 at the end of each week submit to the Licensor via an automated system or via email (the details of which shall be agreed by the Licensor and the Operator) a report of that week's sales (including all sales of food and beverage whether consumed in the