

Franchise Agreement

ARTICLE 1 INTRODUCTION

1.1 Indian Potatoes Limited.

Indian Potatoes Limited has invested the investment of considerable time and money and developed a unique and distinctive system of high quality Food stuff retail (the "GINKGO MART") operating in association with HPMI (Horticulture Produce Management Institute ,the facilitator) .The GINKGO MART includes proprietary and distinctive products, product specifications, ingredients, menu items, recipes, techniques, training methods, production methods, operating methods, designs and decor, uniform apparel, color schemes, furnishings, marketing materials, promotional strategies, and customer service requirements (the "GINKGO MART STANDARDS"), all of which may be modified from time to time by Indian Potatoes Limited in a manner that will enhance the goodwill associated with the Ginkgo Mart.

1.2 FRANCHISEE'S desire to be part of the GINKGO MART.

FRANCHISEE desires to be part of the GINKGO MART and to establish, own and operate a GINKGO MART KIOSK or outlet at the pre-identified premises (owned/leased) , subject to and in accordance with all of the terms and conditions of this AGREEMENT, and in adherence and conformity to the GINKGO MART STANDARDS.

1.3 INDIAN POTATOES LIMITED desire to grant FRANCHISE.

Indian Potatoes limited desires to grant FRANCHISEE a franchise to establish and operate a GINKGO MART/WE GINKGO MART/MOBILE GINKGO MART/VILLAGE GINKGO MART at PREIDENTIFIED PREMISES or any other PREMISES, subject to the terms and conditions of this AGREEMENT, and conditioned upon FRANCHISEE'S continual adherence and conformity to the GINKGO MART STANDARDS.

1.4 Agreement of the Parties.

Consistent with these introductory Sections, and in consideration of the mutual promises and covenants contained in this AGREEMENT, Indian Potatoes Limited and FRANCHISEE agree to be bound by the terms of this AGREEMENT.

ARTICLE 2 CERTAIN DEFINITIONS

For the purposes of this AGREEMENT, the following terms shall have the following meanings:

2.1 Indian Potatoes Limited.

"Indian Potatoes limited" means a company which is engaged in agribusiness activities and has promoted GINKGO MART project for retail of high quality food stuff directly to consumers in association with HPMI to market the specially developed food stuff in GINKGO brand or other brands promoted by the GINKGO MART.

2.2 Ginkgo Marts.

"GINKGO MARTS" are the specially designed food stuff retail kiosks or outlets having four versions i.e. Ginkgo Mart, WE Ginkgo Mart, Mobile Ginkgo Mart & Village Ginkgo Mart means a retail outlet positioned at pre-identified locations to market the produce and products under a written franchise agreement granted by Indian Potatoes Limited.

2.3 Ginkgo.

"GINKGO" means the GINKGO MART name and trademarks, service marks, logos, trade dress, and other commercial symbols.

2.4 Notice.

"NOTICE" means a communication satisfying the requirements of legal procedure .

2.5 Kiosk.

"KIOSK" means the GINKGO MART KIOSK established and operated by FRANCHISEE under the terms of this AGREEMENT. For the purposes of determining compliance with the GINKGO MART STANDARDS, "KIOSK" also includes any facility, whether or not a part of the KIOSK PREMISES, where Indian Potatoes Limited permits FRANCHISEE to store, handle or display food, or other items, which are sold or used at the KIOSK. KIOSK term will be used for all kind of GINKGO MART ,irrespective it's version i.e. GINKGO MART,WE GINKGO MART,MOBILE GINKGO MART or VILLAGE GINKGO MART.

2.6 Home Delivery

"Home Delivery" means the produce or products demanded by customers on one day advance basis through Franchisee or through call center .The Indian Potatoes Limited will deliver to KIOSK and the KIOSK OPERATOR will deliver to the customer against payment. The Franchisee will have the delivery van as defined by Indian Potato Limited.

2.7 Delivery Vans

"Delivery Vans" any the commercial vehicle which are approved for delivery e.g. Maruti Cargo Van, Pick up, Small trucks, Three wheel auto riksha, battery operated cycle riksha etc.

ARTICLE 3 SITE SELECTION, KIOSK SUPPLY, AND EXCLUSIVE TERRITORY

The sites will always be provided or finalized by Indian Potatoes Limited and the details will be mentioned in specific Franchisee Agreement.

3.1 Site Selection Process; Designation Of Kiosk Premises.

If this AGREEMENT was issued in connection with a GINKGO MART(S) KIOSK, then the KIOSK PREMISES will be designated in the Franchisee Agreement even if this AGREEMENT was issued in connection with a SUCCESSIVE TERM FRANCHISE, then the KIOSK PREMISES .

3.2 Kiosk Design And Construction.

FRANCHISEE will adhere to Indian Potatoes Limited's procedures and requirements for the design and construction of the KIOSK, as more particularly described in the EXHIBIT B.

- (a) In the case of a GONKGO MART(S) KIOSK, FRANCHISE will diligently place the KIOSK at the pre-defined PREMISES, if and after Indian Potatoes Limited designates the KIOSK PREMISES in accordance with EXHIBIT A, time being of the essence.
- (b) FRANCHISEE shall not commence (or recommence) operations at the KIOSK unless and until Indian Potatoes Limited determines that the KIOSK reasonably conforms to the plans and specifications approved by Indian Potatoes Limited in accordance with EXHIBIT B.

3.3 Exclusive Territory.

The parties acknowledge and agree that the EXCLUSIVE TERRITORY, if any, will be determined by Indian Potatoes Limited in accordance with EXHIBIT C.

- (a) In the case of a GINKGO MART (S) KIOSK, Indian Potatoes Limited will provide FRANCHISEE with written information sufficient to determine the EXCLUSIVE TERRITORY, if any, using a document similar to EXHIBIT D, or some other form of written communication Indian Potatoes Limited considers appropriate, when Indian Potatoes Limited designates the KIOSK PREMISES in accordance with EXHIBIT A.
- (b) In the case of a SUCCESSIVE TERM FRANCHISE, information sufficient to determine the EXCLUSIVE TERRITORY, if any, is set forth on EXHIBIT D.

ARTICLE 4 GRANT

4.1 The "Franchise."

Subject to the provisions of this AGREEMENT, Indian Potatoes Limited hereby grants FRANCHISEE the personal, limited right and license (the "FRANCHISE") to, during the TERM, operate the KIOSK, at the KIOSK PREMISES, in association with the MARKS, and in compliance with the GINKGO MART STANDARDS.

4.2 No Right To Relocate, Or Conduct Operations Away From The Kiosk.

This AGREEMENT does not grant FRANCHISEE any right to relocate the KIOSK. This AGREEMENT does not grant FRANCHISEE any right to sell any goods or services associated with the GINKGO MART, except on a retail basis from the KIOSK or home delivery through KIOSK. Without limiting the foregoing, this AGREEMENT does not grant FRANCHISEE any right to engage without the guidelines from Indian Potatoes Limited in wholesale sales, mail order sales, catalog sales, special events sales, catering, internet-based sales (e-Commerce). If Indian Potatoes Limited from time to time permits FRANCHISEE to engage in any sales away from the SHOP, then those sales shall not result in any enlargement of the EXCLUSIVE TERRITORY, and FRANCHISEE shall fully adhere to Indian Potatoes Limited's requirements and policies pertaining to those sales away from the KIOSK, which shall be deemed to be a part of the GINKGO MART STANDARDS to which FRANCHISEE shall adhere.

ARTICLE 5 COMMENCEMENT, TERM AND RENEWAL

5.1 The "TERM."

The term of the FRANCHISE (the "TERM") will commence on the "COMMENCEMENT DATE" determined under this Article 5, and will end on the EXPIRATION DATE determined under this Article 5; unless this AGREEMENT is sooner cancelled or terminated in accordance with its provisions.

5.2 Ginkgo Marts(S) Kiosk.

Each of the provisions of this Section 5.2 applies if, and only if, this AGREEMENT was entered into in contemplation of a GINKGO MART(S) KIOSK.

5.2.1 Commencement Date.

The COMMENCEMENT DATE will be the day the KIOSK first opens for business.

5.2.2 Commencement of Operations.

FRANCHISEE shall exert its best efforts to open the KIOSK on or before the day that is exactly 180 days from the date of this AGREEMENT (appearing on the top of the COVER SHEET) (the "OUTSIDE OPENING DATE").

5.2.3 Expiration Date.

The EXPIRATION DATE is the day immediately before the fifth anniversary of:

- (a) the COMMENCEMENT DATE; or
- (b) the OUTSIDE OPENING DATE; whichever is earlier.

5.2.4 Failure To Open By Outside Opening Date.

Irrespective of the cause of any delay, if FRANCHISEE fails to open the KIOSK for business by the OUTSIDE OPENING DATE, then, Indian Potatoes Limited shall have the absolute right to elect to:

- (a) Permit FRANCHISEE additional time to open KIOSK under this AGREEMENT, provided however that the EXPIRATION DATE shall remain the same; or
- (b) Require FRANCHISEE to enter into Indian Potatoes Limited's most current form of franchise agreement in replacement of this AGREEMENT, and permit FRANCHISEE additional time to open Shop, in which case Indian Potatoes Limited may at its election require that the EXPIRATION DATE remain the same, or may extend the

EXPIRATION DATE; or

- (c) Cancel this AGREEMENT and return the FRANCHISE FEE paid by FRANCHISEE under Article 7, less 20% of the Franchisee Fee, which Indian Potatoes Limited shall have an absolute right to retain, in which case Indian Potatoes Limited shall have no further obligations to FRANCHISEE under this AGREEMENT.

5.2.5 Renewal Opportunity.

FRANCHISEE shall have the opportunity to continue the operation of the KIOSK during a second five year term (the "RENEWAL TERM"), subject to and conditioned upon each and every one of the following provisions:

5.2.5.1 Written Request for Grant of RENEWAL TERM.

If FRANCHISEE desires to continue to operate the KIOSK for the RENEWAL TERM, then FRANCHISEE must in writing, at least 90 days before the EXPIRATION DATE, but no more than 120 days before the EXPIRATION DATE, request that Indian Potatoes Limited issue its then current standard form franchise agreement for renewal terms (a "RENEWAL AGREEMENT"), contemplating a single ten-year franchise term for the KIOSK, at the KIOSK PREMISES. FRANCHISEE acknowledges and agrees that terms of a RENEWAL AGREEMENT, including the amount of the ROYALTY payable during the RENEWAL TERM, may be substantially different from the terms of this AGREEMENT, and may be substantially different from the terms of the standard form franchise agreement that Indian Potatoes Limited is then issuing in connection with a new GINKGO MART (S) KIOSK.

5.2.5.2 OPERATION IN COMPLIANCE WITH INDIAN POTATOES LIMITED REQUIREMENTS.

Indian Potatoes Limited shall have no obligation to issue a RENEWAL AGREEMENT to FRANCHISEE, unless FRANCHISEE meets each and every one of the following conditions, each of which FRANCHISEE agrees is reasonable.

- (a) FRANCHISEE shall have continuously been, during the last 2 years of the TERM, current in its financial obligations to Indian Potatoes Limited, Indian Potatoes Limited's affiliates, and Indian Potatoes Limited's designated suppliers, under this AGREEMENT, and under any other agreement existing between Indian Potatoes Limited and FRANCHISEE.
- (b) FRANCHISEE shall have continuously, during the last 2 years of the TERM, operated the SHOP, as well as any other GINKGO MART KIOSK in which FRANCHISEE has an interest, in accordance with Indian Potatoes Limited's operational requirements; and, in particular, during such time period shall have received only passing scores during any operational audit or inspection, irrespective of whether a non-passing score resulted in a NOTICE of default, and irrespective of whether deficiencies identified were timely corrected.
- (c) FRANCHISEE shall have, during the last 2 years of the TERM, consistently operated the KIOSK in accordance with each of the terms of this AGREEMENT and the KIOSK OPERATIONS MANUAL, and, during such period, shall not have been declared to be in default of any of the terms of this AGREEMENT, or any other franchise agreement existing between Indian Potatoes Limited and FRANCHISEE.
- (d) FRANCHISEE shall have, during the last 2 years of the TERM, consistently participated in all marketing promotions conducted by Indian Potatoes Limited.
- (e) FRANCHISEE shall meet Indian Potatoes Limited's then current financial requirements for the grant of a RENEWAL TERM, which may require that FRANCHISEE demonstrate the financial ability to continue to operate the KIOSK, and to timely remodel the SHOP to the extent required by Indian Potatoes Limited under Section 5.2.5.2(g), or the RENEWAL AGREEMENT.
- (f) If required by Indian Potatoes Limited, then FRANCHISEE shall have, during the last year of the TERM, caused its DESIGNATED KIOSK MANAGER to attend Indian Potatoes Limited's training program, irrespective of any prior training and experience.
- (g) If required by Indian Potatoes Limited, then FRANCHISEE shall have, during the last year of the TERM, completely remodeled the KIOSK in accordance with Indian Potatoes Limited's procedures to bring the SHOP into conformity with Indian Potatoes Limited's then current design and operational requirements.

5.2.5.3 RENEWAL AGREEMENT Execution .

If Indian Potatoes Limited issues a RENEWAL AGREEMENT to FRANCHISEE, then FRANCHISEE must timely execute that RENEWAL AGREEMENT in accordance with Indian Potatoes Limited's then current requirements. FRANCHISEE will not be required to pay an initial franchise fee to enter into the RENEWAL AGREEMENT.

5.3 SUCCESSIVE TERM FRANCHISE.

Each of the provisions of this Section 5.3 applies if, and only if, this AGREEMENT is for a SUCCESSIVE TERM FRANCHISE.

5.3.1 COMMENCEMENT DATE.

The COMMENCEMENT DATE is set forth on the EXHIBIT D.

5.3.2 EXPIRATION DATE.

The EXPIRATION DATE is the day immediately before the fifth anniversary of the COMMENCEMENT DATE.

5.3.3 NO OPPORTUNITY TO RENEW.

FRANCHISEE acknowledges and agrees that this AGREEMENT confers no right to continuation, renewal, or a subsequent franchise agreement on or after the EXPIRATION DATE.

5.4 LIMITATION ON CONDITIONAL RENEWAL OPPORTUNITY.

FRANCHISEE understands and agrees that, except as set forth in Section 5.2.5, which Section applies solely in the case of a GINKGO MART (S) KIOSK, this AGREEMENT confers no right to continuation, renewal, or a subsequent franchise agreement on or after the EXPIRATION DATE, and Indian Potatoes Limited shall not have any obligation to continue its relationship with FRANCHISEE in connection with the KIOSK after the EXPIRATION DATE. If FRANCHISEE enters the LEASE for a tenancy extending beyond the TERM, or enters into an extension of the LEASE, a new lease for the KIOSK PREMISES, or any other commitment related to the KIOSK, for a period after the TERM, then FRANCHISEE shall be doing so at its own risk.

ARTICLE 6 INDIAN POTATOES LIMITED'S OBLIGATIONS

Except as explicitly set forth in this Article 6, or explicitly contemplated by a particular provision of this AGREEMENT, Indian Potatoes Limited has no obligations to FRANCHISEE under this AGREEMENT.

6.1 PLANS AND SPECIFICATIONS.

In connection with the initial delivery of operational KIOSK, Indian Potatoes Limited shall, at no charge, provide FRANCHISEE or FRANCHISEE'S architect with standard criteria for the design and configuration of a typical GINKGO MART KIOSK, including exterior and interior design and layout, fixtures, furnishings, equipment and signage, which FRANCHISEE shall, at FRANCHISEE'S expense, adapt to conform to the characteristics of the SHOP PREMISES in accordance with the terms of EXHIBIT B.

6.2 TRAINING.

Before the initial opening of the SHOP, SHOPPE COMPANY shall, at no charge to FRANCHISEE, provide initial one day training for the DESIGNATED KIOSK OPERATORS.

6.3 SHOP OPERATIONS MANUAL.

During the TERM, Indian Potatoes Limited shall at no charge loan one copy of the GINKGO MART OPERATIONS MANUAL to FRANCHISEE in accordance with Article 10.

6.4 Final Inspection.

At a mutually convenient time agreed upon sufficiently in advance of the initial opening of the KIOSK, Indian Potatoes Limited shall, at no charge to FRANCHISEE, inspect the KIOSK to determine that it reasonably conforms to the plans and specifications approved by Indian Potatoes Limited under the procedures described by EXHIBIT B.

6.5 Opening Assistance.

Before and in connection with the initial opening of the KIOSK, Indian Potatoes Limited shall, at no charge, provide FRANCHISEE with such pre-opening and opening assistance and guidance as Indian Potatoes Limited deems appropriate. If FRANCHISEE is a NEW FRANCHISEE, then the assistance provided by Indian Potatoes Limited under this Section 6.5 will include the physical presence of one or more Indian Potatoes Limited representatives for a total of at least two person-days before, during, and/or just after the KIOSK first opens for business.

6.6 Sourcing and supply chain management of FOOD MART PRODUCTS.

During the TERM, Indian Potatoes Limited will designate a pack house or source from which FRANCHISEE shall procure /purchase GINKGO MART PRODUCTS in connection with the operation of the KIOSK, as more particularly described under Section 11.7. The Indian Potatoes Limited will procure, process before supplying to GINKGO MART FRANCHISEE at their KIOSK as per the schedule and requirement raised in advance by the KIOSK OPERATOR. The Indian Potatoes Limited will supply the individual packing for respective buyer with a bill to be collected by the KIOSK OPERATOR from the buyer.

6.7 ONGOING ADVICE AND ASSISTANCE.

During the TERM, Indian Potatoes Limited shall, at no charge, from time to time provide FRANCHISEE with such advisory assistance, information, techniques, data, and instructional materials concerning the sale of items from the KIOSK, operation of the KIOSK, marketing programs applicable to the FOOD MART, local marketing of the KIOSK, and adherence to the GINKGO MART STANDARDS as Indian Potatoes Limited deems advisable.

ARTICLE 7 INITIAL FEES

7.1 The "FRANCHISE FEE."

FRANCHISEE shall pay an initial franchise fee (the "FRANCHISE FEE") to Indian Potatoes Limited, for the right to enter into this AGREEMENT and in consideration of the FRANCHISE, in an amount determined as follows:

- (a) If this AGREEMENT grants the Franchise to a New FRANCHISEE for a GINKGO MART/WE GINKGO MART/MOBILE GINKGO MART/VILLAGE GINKGO MART, then the full amount of the FRANCHISE FEE.
- (b) The FRANCHISEE is also required to provide a security deposit in the form of a FD of the amount equivalent to 10% of the project cost. respectively with the lien of Indian Potatoes Limited and if the timely payment is not made, this FD will be released in favour of Indian Potatoes Limited to recover it's dues.
- (c) If this AGREEMENT grants the another Franchise to an Existing GINKGO MART /WE GINKGO MART/MOBILE GINKGO MART/VILLAGE GINKGO MART FRANCHISEE for a New GINKGO MART KIOSK, then the full amount of the FRANCHISE FEE as mentioned in article 7.1.a is due in two installments. The first installment must be paid upon FRANCHISEE'S signing of this AGREEMENT. The second installment, in the amount of balance 50%, must be paid within 30 days following after the FRANCHISEE AGREEMENT.

7.2 FAILURE TO TIMELY PAY SECOND INSTALLMENT OF FRANCHISE FEE.

If FRANCHISEE fails to timely pay the second installment of the FRANCHISE FEE, if required under Section 7.1(a) or 7.1(b), then Indian Potatoes Limited shall have the absolute right to declare this AGREEMENT void, retain the first installment of the FRANCHISE FEE paid by FRANCHISEE, and shall otherwise have no remaining obligations to FRANCHISEE under this AGREEMENT.

7.3 FRANCHISE FEE IS NONREFUNDABLE.

The FRANCHISE FEE is nonrefundable except to the extent specifically described in Sections 5.2.4(c), and 7.4, and Sections 4.4(a) and Article 5 of EXHIBIT A.

7.4 PARTIAL REFUND UPON FAILURE TO SATISFY INITIAL TRAINING REQUIREMENT.

If the initial DESIGNATED SHOP MANAGER fails to complete training to the satisfaction of Indian Potatoes Limited, in accordance with Section 11.3.1, then Indian Potatoes Limited will give FRANCHISEE an opportunity to designate a different initial DESIGNATED KIOSK OPERATOR under Section 11.2, who must complete training to the satisfaction of Indian Potatoes Limited before the KIOSK first opens for business. If the second initial DESIGNATED KIOSK OPERATOR also fails to complete training to the satisfaction of Indian Potatoes Limited, or FRANCHISEE declines the opportunity to have a second initial DESIGNATED KIOSK OPERATOR attend Indian Potatoes Limited's training program, then Indian Potatoes Limited may cancel this AGREEMENT. If Indian Potatoes Limited cancels this AGREEMENT under this Section 7.4, then Indian Potatoes Limited shall refund the FRANCHISE FEE (to the extent already paid by FRANCHISEE), less 20%, which amount Indian Potatoes Limited shall have an absolute right to retain, and Indian Potatoes Limited shall have no further obligations to FRANCHISEE under this AGREEMENT.

ARTICLE 8 GRAND OPENING PROGRAM

8.1 Optional GRAND OPENING.

FRANCHISEE may, but shall have no obligation to, conduct a grand opening event (the "GRAND OPENING").

8.2 PARTICIPATION BY INDIAN POTATOES LIMITED.

If this AGREEMENT contemplates a GINKGO MART KIOSK , and the GRAND OPENING/BUSINESS PROMOTION satisfies each of the criteria set forth in Section 8.2.1, then COMPANY will financially participate in the GRAND OPENING/BUSINESS PROMOTION, by providing FRANCHISEE with goods, services, and/or money, as determined solely by Indian Potatoes Limited , having a combined monetary value equal to the GRAND OPENING / BUSINESS PROMOTION expenditures approved by Indian Potatoes Limited and actually made by FRANCHISEE, up to a maximum financial participation by Indian Potatoes Limited.

8.2.1 GRAND OPENING / BUSINESS PROMOTION CRITERIA.

In order for FRANCHISEE to become entitled to Indian Potatoes Limited's financial participation in connection with the GRAND OPENING, FRANCHISEE must:

- (a) at least 15 day prior to the GRAND OPENING, submit a proposed GRAND OPENING/BUSINESS PROMOTION plan to Indian Potatoes Limited , detailing the marketing elements being proposed by FRANCHISEE, and the anticipated expenditures for each;
- (b) within 90 days from the COMMENCEMENT DATE, conduct the GRAND OPENING over the course of no more than 3 consecutive days, during the SHOP'S normal business hours, consistent with the GRAND OPENING/BUSINESS PROMOTION plan approved by Indian Potatoes Limited; and
- (c) spend at least 50% toward GRAND OPENING/BUSINESS PROMOTION marketing expenditures approved by Indian Potatoes Ltd.

8.2.2 EXCLUDED ITEMS.

Unless Indian Potatoes Limited specifically commits otherwise, in writing, FRANCHISEE'S labor costs, food costs, other overhead costs, expenditures required by the respective KIOSK's activity , and discounts offered during the GRAND OPENING/BUSINESS PROMOTION will not be considered in determining whether FRANCHISEE met the threshold required by Section 8.2.1(b); or in determining Indian Potatoes Limited's financial participation commitment under Section 8.2; even if specifically identified by FRANCHISEE in the GRAND OPENING/BUSINESS PROMOTION plan approved by Indian Potatoes Limited.

ARTICLE 9 CONTINUING FEES

9.1 "GROSS SALES" DEFINED.

"GROSS SALES" means:

- (a) all revenue derived from the sale, at regular selling prices before any discounts or allowances, of any food, merchandise, and services, from the KIOSK;
- (b) all income of every kind and nature related to the KIOSK, FRANCHISE, and/or MARKS, even if derived from sales or activities not permitted by this AGREEMENT;
- (c) the fair value of any non-monetary consideration received by FRANCHISEE for any food, merchandise, and services, from the KIOSK, which are bartered, traded or otherwise exchanged by FRANCHISEE for valuable goods or services; and
- (d) all proceeds of any business interruption insurance policies related to the KIOSK or FRANCHISE. Specifically excluded from "GROSS SALES" are:
 - (x) sales taxes, excise taxes, or other taxes added to the selling price of any item or service, if actually collected from customers and transmitted to a governmental taxing authority; provided however any tax rebate, allowance, of discount shall be part of GROSS SALES to the extent received, taken, or realized by FRANCHISEE;
 - (y) any extraordinary sale of equipment or fixtures used in the KIOSK.

9.2 CHARGE SALES.

Each charge sale or credit sale shall be included in "GROSS SALES" at the time the sale is made, without regard to whether payment is actually collected.

9.3 SALES AWAY FROM THE SHOP.

This AGREEMENT does not permit FRANCHISEE to sell any food, merchandise or services away from the KIOSK except the home delivery . If FRANCHISEE is authorized by Indian Potatoes Limited, or without such authorization, sells food, merchandise or services associated with the MARKS away from the KIOSK, then the revenues from those sales will be part of FRANCHISEE'S GROSS SALES, and FRANCHISEE shall comply with the procedures established by Indian Potatoes Limited to ensure that any such GROSS SALES are properly captured by the POS SYSTEM, or otherwise reported to Indian Potatoes Limited under Section 9.4.

9.4 REPORTING GROSS SALES.

FRANCHISEE shall accurately report its GROSS SALES and such other information as Indian Potatoes Limited requires, on a weekly basis, using a form prescribed by Indian Potatoes Limited, supported by whatever documentation Indian Potatoes Limited reasonable requires. Unless Indian Potatoes Limited specifies otherwise, FRANCHISEE will report its GROSS SALES every Monday, reflecting sales for the preceding week. In lieu of requiring FRANCHISEE to report GROSS SALES, Indian Potatoes Limited may determine FRANCHISEE'S GROSS SALES based on data Indian Potatoes Limited obtains from the POS SYSTEM under Section 11.20.2.

9.5 ESTIMATING GROSS SALES.

If FRANCHISEE at any time fails to timely report its GROSS SALES, then in addition to any other remedies that Indian Potatoes Limited may have under this AGREEMENT, Indian Potatoes Limited will have the right to in good faith estimate FRANCHISEE'S GROSS SALES, multiply the good faith estimate of GROSS SALES by 125% to arrive at an adjusted estimate of GROSS SALES, and invoice and collect amounts due from FRANCHISEE on the basis of the adjusted estimate of GROSS SALES. If FRANCHISEE, within 30 days following Indian Potatoes Limited's invoicing or otherwise notifying FRANCHISEE that Indian Potatoes Limited has estimated FRANCHISEE'S GROSS SALES under this Section 9.5, reports its GROSS SALES for the period that had not been timely reported, then the

parties will reconcile any difference between the amount reported and the adjusted estimate of GROSS SALES; otherwise the adjusted estimate of GROSS SALES will become final and binding. FRANCHISEE agrees that this provision is reasonable, and that the adjusted estimate of GROSS SALES shall be deemed liquidated damages, and not a penalty, based on the difficulty of accurately estimating GROSS SALES based on prior reporting periods.

9.6 "FRANCHISEE'S SERVICE CHARGES."

FRANCHISEE shall be paid by the Indian Potatoes Limited a fixed business margin @ 12% of the sale value .In addition to the fixed business margin, FRANCHISEE will also be given Rs 2,500/-(Two thousand five hundred only) if the minimum monthly sales of Rs 7,25,000/-(Rupees seven lakh twenty five thousand) is achieved) .An additional and special incentive of Rs.10,000/- will be given to Franchisee if the sale crosses Rs 10 Lakh in the respective month. Franchisee will also be paid Rs 25/- on each home delivery as delivery charges for a minimum order of Rs 500/- each. The Franchisee will not be paid the delivery charges, if the order size is less than Rs 500/- each. The FRANCHISEE will be paid on the sales value excluding the tax/vat or any other applicable taxes.

9.6.1 REPORTING SERVICE CHARGES.

FRANCHISEE shall accurately report the total SERVICE CHARGES to be claimed from Indian Potatoes Limited through a detailed statement on every 1st of the respective month to Indian Potatoes Limited. In case of the delay in submitting the claim, the payment will be carried forwarded to the next month. The FRANCHISEE will also raise the service charges claim as per the applicable rules from the Indian Potatoes Limited and will deposit with the appropriate agency.

9.6.2 WHEN DUE.

The payment of SERVICE CHARGES will always be released on every 5th of respective month and in case of holiday, the due date will be on the next working day.

9.6.3 PAYMENT OF SERVICE CHARGES

Indian Potatoes will pay to FRANCHISEE the SERVICE CHARGES on sales and SERVICE CHARGES on account of delivery after deducting the service charges and TDS.

9.7 "GENERAL MARKETING CONTRIBUTION."

FRANCHISEE shall pay a continuing fee (the "GENERAL MARKETING CONTRIBUTION") to be used by Indian Potatoes Limited as more particularly described below.

9.7.1 AMOUNT OF CORPORATE SOCIAL RESPONSIBILITY (CSR) CONTRIBUTION.

For each year of the TERM, FRANCHISEE shall pay a CSR CONTRIBUTION @ 0.10% of the MES 0.15% of the actual gross sale whichever is higher and there will be paid by the FRANCHISEE to Indian Potatoes Limited and the pooled amount under CSR CONTRIBUTION will spend through a committee constituted by Indian Potatoes Limited.

9.7.2 WHEN DUE.

FRANCHISEE shall pay CSR CONTRIBUTIONS promptly, in accordance with the terms of invoices from Indian Potatoes Limited on or before 15th March of the respective year.

9.7.3 USE OF GENERAL MARKETING CONTRIBUTION.

The CSR CONTRIBUTION together with amounts collected from other franchisees, will be added to a fund (the "CSR & MARKETING FUND") used, as determined solely by Indian Potatoes Limited , for advertising, sales promotions, research and public relations related to the GINKGO MART . Indian Potatoes Limited may select advertising and promotional materials, programs, media, and advertising and other agencies for and to which expenditures from the CSR & MARKETING FUND are made. Expenditures or benefits derived by FRANCHISEE from the MARKETING FUND may not and need not be in proportion to FRANCHISEE'S contributions. Indian Potatoes Limited may compensate itself and/or its affiliates out of the CSR & MARKETING FUND for the reasonable expense of administering and promoting advertising and sales promotion programs through PR and CSR activities. Indian Potatoes Limited is not obligated to maintain the MARKETING FUND in a segregated financial account, shall not be

deemed a trustee of the MARKETING FUND, and shall not be deemed be a fiduciary by virtue of its control over the CSR & MARKETING FUND.

9.8 "LOCAL MARKETING CONTRIBUTION."

FRANCHISEE shall pay a continuing fee (the "LOCAL MARKETING CONTRIBUTION"), equal to 0.50 percent of GROSS SALES, to be used by Indian Potatoes Limited as more particularly described below.

9.9 NO RIGHTS OF SET-OFF.

FRANCHISEE may not reduce any payment required to be made to Indian Potatoes Limited under this Article 9, on account of any money Indian Potatoes Limited owes FRANCHISEE under this AGREEMENT, or otherwise.

9.10 LATE PAYMENT.

To compensate Indian Potatoes Limited (or its affiliates) for the loss of use of funds that FRANCHISEE must pay Indian Potatoes Limited (or its affiliates) under this AGREEMENT, the principal portion of any payment that FRANCHISEE does not make to Indian Potatoes Limited (or its affiliates), when due, shall bear interest from the due date until paid at, the lesser of eighteen percent (18%) per annum or the highest contract rate of interest allowed by the law of the state where the KIOSK is located. To compensate Indian Potatoes Limited (or its affiliates) for the administrative expenses incurred in connection with delinquent obligations (unless prohibited by law), Indian Potatoes Limited may also require FRANCHISEE to pay a late charge equal to ten percent (10%) of each payment that is late. Indian Potatoes Limited (and its affiliates) shall also be entitled to recover the costs and expenses, including reasonable attorneys' fees, incurred in collection of past due amounts. FRANCHISEE shall also be responsible for payment of any bank charges, late fees, penalties, or similar charges incurred by Indian Potatoes Limited (or its affiliates) as a result of any dishonored bank check, stop payment order, electronic funds debit rejection, or similar occurrence in connection with any amount payable under this AGREEMENT. Without limiting the foregoing, the provisions of this Section 9.11 will apply to FRANCHISEE'S purchase of GINKGO MART PRODUCTS from Indian Potatoes Limited or it's affiliates.

ARTICLE 10 CONFIDENTIAL MANUAL AND INFORMATION

10.1 "KIOSK OPERATIONS MANUAL" DEFINED.

The "KIOSK OPERATIONS MANUAL" is a copyrighted manual of procedures, business information, confidential and proprietary information, and trade secrets pertaining to the FOOD MART, and forming a substantial portion of the GINKGO MART STANDARDS.

10.2 OWNERSHIP. POSSESSION AND CONTROL OF KIOSK OPERATIONS MANUAL.

The KIOSK OPERATIONS MANUAL shall at all times remain the property of Indian Potatoes Limited. One copy of the KIOSK OPERATIONS MANUAL will be loaned to FRANCHISEE for use only in connection with the KIOSK. The KIOSK OPERATIONS MANUAL must be kept in a secure place in the KIOSK at all times. FRANCHISEE may not disclose the contents of the KIOSK OPERATIONS MANUAL, in whole or in part, to any person other than FRANCHISEE'S employees as may be necessary to discharge

FRANCHISEE'S obligations under this AGREEMENT. FRANCHISEE may not use the KIOSK OPERATIONS MANUAL or its contents, in whole or in part, for any purpose other than to discharge its obligations under this AGREEMENT. Except as expressly permitted by Indian Potatoes Limited, FRANCHISEE may not copy or disseminate the KIOSK OPERATIONS MANUAL, in whole or in part, and must implement reasonable security measures directed to accomplishing the requirements of this Section 10.2.

10.3 REVISIONS TO KIOSK OPERATIONS MANUAL.

Indian Potatoes Limited reserves the right to add to, revise or rescind various portions of the KIOSK OPERATIONS MANUAL periodically, and FRANCHISEE shall implement such changes when made, even if additional investment or expenditures are required. FRANCHISEE shall keep FRANCHISEE'S copy of the KIOSK OPERATIONS MANUAL current, and shall destroy superseded provisions of the KIOSK OPERATIONS MANUAL. If there is a conflict between

FRANCHISEE'S copy of the KIOSK OPERATIONS MANUAL and the master copy of the KIOSK OPERATIONS MANUAL maintained by Indian Potatoes Limited, then the master copy maintained by Indian Potatoes Limited shall control.

10.4 CONFIDENTIAL INFORMATION.

FRANCHISEE acknowledges that Indian Potatoes Limited will from time to time provide FRANCHISEE with information that is confidential in nature, and that if disclosed to third parties might adversely impact the ability of Indian Potatoes Limited or GINKGO MART franchisees to remain competitive. FRANCHISEE agrees that, unless otherwise determined by Indian Potatoes Limited, the marketing strategies and programs developed by Indian Potatoes Limited shall be treated as confidential until publicly disseminated in accordance with the instructions of Indian Potatoes Limited. FRANCHISEE shall not disclose any confidential information to any person other than FRANCHISEE'S employees as may be necessary to discharge FRANCHISEE'S obligations hereunder, and FRANCHISEE agrees not to use any such confidential information for any purpose other than to discharge its obligations under this AGREEMENT.

ARTICLE 11 GINKGO MART STANDARDS

FRANCHISEE shall, at all times during the TERM, continuously and faithfully operate the KIOSK in full compliance with the GINKGO MART STANDARDS.

11.1 KIOSK OPERATIONS MANUAL.

In order to protect and enhance the reputation and good will associated with the MARKS and the FOOD MART, and to maintain GINKGO MART uniformity and the GINKGO MART STANDARDS. FRANCHISEE shall at all times conduct the operations of the KIOSK in accordance with the SHOP OPERATIONS MANUAL.

11.2 DESIGNATED KIOSK OPERATOR.

FRANCHISEE shall at all times have a person designated as having primary responsibility for the day to day operation of the SHOP (the "DESIGNATED KIOSK OPERATOR") in accordance with this AGREEMENT and the GINKGO MART STANDARDS, who shall be reasonably acceptable to Indian Potatoes Limited (including, but not limited to, the requirement that such individual possess sufficient experience in the management of a retail business, as determined by Indian Potatoes Limited in its sole discretion), and who has successfully completed the Indian Potatoes Limited training program and continues to satisfy the training requirements under Section 11.3. Unless FRANCHISEE has more than one GINKGO MART KIOSK, or is a professional food service operator in the sole judgment of Indian Potatoes Limited, the DESIGNATED KIOSK OPERATOR must be an individual who, separately, or with others, is the FRANCHISEE under this AGREEMENT, or if the FRANCHISEE consists of no natural persons, then an officer, director, senior level employee of FRANCHISEE, or an individual who has personally guaranteed FRANCHISEE'S obligations under this AGREEMENT.

11.3 TRAINING.

In order to safeguard the GINKGO MART STANDARDS, FRANCHISEE shall at all times employ an adequately trained staff to properly operate the KIOSK in accordance with the GINKGO MART STANDARDS.

11.3.1 INITIAL TRAINING

Indian Potatoes Limited shall at the same time provide training for the first DESIGNATED KIOSK OPERATOR MANAGER and, if desired by FRANCHISEE, or necessary in order for FRANCHISEE to satisfy the best efforts requirements under Section 11.4, one other person selected by FRANCHISEE and reasonably acceptable to Indian Potatoes Limited, in the principal aspects of establishing and operating a GINKGO MART KIOSK, the handling of GINKGO MART PRODUCTS, and the preparation and sale of GINKGO MART KIOSK menu items. Specific training procedures and requirements are set forth in the KIOSK OPERATIONS MANUAL. This AGREEMENT is issued on the condition that the initial DESIGNATED KIOSK OPERATOR, and any person FRANCHISEE later desires to make the DESIGNATED KIOSK MANAGER, completes training to the satisfaction of Indian Potatoes Limited

11.3.2 SUCCESSIVE TERM FRANCHISE REFRESHER TRAINING.

In the case of a Successive Term FRANCHISE, this AGREEMENT is issued on the additional condition that, if required FRANCHISEE and acceptable to Indian Potatoes Limited shall successfully complete training by a date determined by, Indian Potatoes Limited notwithstanding any prior training and experience.

11.3.3 ONGOING TRAINING.

If required by Indian Potatoes Limited, then the DESIGNATED KIOSK OPERATOR shall attend and complete mid-TERM training, to the satisfaction of Indian Potatoes Limited, at a time after the fifth year of the TERM reasonably determined by Indian Potatoes Limited.

11.3.4 REMEDIAL TRAINING.

In lieu of declaring a default under this AGREEMENT, or terminating this AGREEMENT for material breach, or at the same time as declaring a default under this AGREEMENT, KIOSK OPERATOR shall have the absolute right to direct FRANCHISEE by NOTICE to have the DESIGNATED KIOSK OPERATOR attend training directed toward curing specific operational deficiencies. Indian Potatoes Limited shall have no obligation to offer training as an alternative to declaring a default or terminating this AGREEMENT. FRANCHISEE may be required to reimburse Indian Potatoes Limited for the reasonable costs of remedial training provided by Indian Potatoes Limited under this Section 11.3.4.

11.3.5 EXPENSES OF ATTENDANCE AT TRAINING.

FRANCHISEE is solely responsible for travel and living expenses in connection with any training provided by Indian Potatoes Limited under this AGREEMENT, as well as any wages and salaries payable to FRANCHISEE'S employees while attending training.

11.4 BEST EFFORTS.

The DESIGNATED KIOSK OPERATOR shall furnish personal full time and attention and best efforts to the day to day management and operation of the KIOSK in accordance with the requirements of this AGREEMENT. Without limiting the foregoing, the DESIGNATED KIOSK OPERATOR must maintain a physical presence at the KIOSK at least 40 hours each week during hours of operation, provided however that this requirement may be satisfied by the combined time spent at the SHOP during hours of operation by the DESIGNATED KIOSK OPERATOR and one or more other individuals, satisfactory to Indian Potatoes Limited, who have successfully completed Indian Potatoes Limited's training program.

11.5 KIOSK EMPLOYEES.

The KIOSK shall be staffed with qualified, competent employees trained by the DESIGNATED KIOSK OPERATOR, and who are employed solely by FRANCHISEE and not by Indian Potatoes Limited. FRANCHISEE is solely responsible for hiring and discharging employees of the SHOP, and setting their wages and terms of employment as per the guidelines given in the KIOSK OPERATING MANUAL . FRANCHISEE shall comply with all applicable laws and regulations, including, but not limited to, workers' compensation laws. FRANCHISEE shall require employees to wear such uniforms or attire as Indian Potatoes Limited prescribes periodically, and otherwise comply with the ongoing GINKGO MART STANDARDS. All employment related documents, including, without limitation, employment applications, schedules, job descriptions, and pay checks, must clearly identify FRANCHISEE, and not Indian Potatoes Limited, as the employer, and shall not contain any of the MARKS.

11.6 OPERATIONS AND PRODUCT STANDARDS.

Unless Indian Potatoes Limited specifically permits otherwise, in writing, FRANCHISEE shall offer for sale from the KIOSK the entire menu prescribed periodically by Indian Potatoes Limited for the GINKGO MART. FRANCHISEE may prepare and sell from the KIOSK only the products and services that Indian Potatoes Limited approves periodically for sale by GINKGO MART franchisees, and no other products, services, or business may be offered or conducted at or from the KIOSK. FRANCHISEE will at all times maintain an inventory of food and drink products and other supplies adequate to satisfy customer demand for products and services required to be sold at the KIOSK. FRANCHISEE will employ only such supplies, ingredients, recipes, formulas and products, and shall offer products for sale only in such portions, appearance and packaging, as Indian Potatoes Limited periodically designates. FRANCHISEE will adhere to the requirements for food storage, handling, preparation, merchandising,

presentation, display and sale, and daily KIOSK operations, described in the KIOSK OPERATIONS MANUAL or otherwise communicated by Indian Potatoes Limited. If FRANCHISEE fails to conduct its business in accordance with the requirements of this Section 11.6, then, without limiting the rights of Indian Potatoes Limited under this AGREEMENT. Indian Potatoes Limited may, without terminating this AGREEMENT, temporarily suspend FRANCHISEE'S right to operate under this AGREEMENT, or temporarily or permanently suspend FRANCHISEE'S right to sell certain products under this AGREEMENT, so long as such suspension is reasonably related to FRANCHISEE'S failure to comply with the requirements of this Section 11.6, bringing FRANCHISEE into compliance with this Section 11.6, or the health or safety of the public.

11.7 SOURCES OF SUPPLY.

In order to safeguard the integrity of the GINKGO MART, and to maintain the uniformity and quality of items associated with the GINKGO MART, FRANCHISEE shall only purchase food, supplies, fixtures, equipment, furnishing, signs and other items for use in the KIOSK in accordance with the following provisions.

11.7.1 GINKO MART PRODUCTS.

FRANCHISEE acknowledges that the GINKGO MART PRODUCTS used in, and offered and sold from the KIOSK, as authorized by Indian Potatoes Limited from time to time, are manufactured using proprietary recipes and processes, and are an inseparable and essential element of the FRANCHISE. In order to protect the interests of Indian Potatoes Limited, the owner of the GINKGO MART and their respective licensees, and to ensure the quality, uniformity, and distinctiveness of the GINKGO MART PRODUCTS, FRANCHISEE agrees to purchase its entire requirements of GINKGO MART PRODUCTS, from Indian Potatoes Limited, or the supplier designated by Indian Potatoes Limited, at prices, determined by Indian Potatoes Limited or its designated supplier, and which may result in revenues and profits, directly or indirectly, to Indian Potatoes Limited, the designated supplier, and the owner of the GINKGO, all of whom FRANCHISEE agrees are entitled to receive such revenues and profits.

11.7.2 OTHER FOOD AND BEVERAGE PRODUCTS.

FRANCHISEE shall only procure if authorized in writing only food and beverage products (other than the GINKGO MART PRODUCTS purchased in accordance with Section 11.7.1) that have been approved in advance by Indian Potatoes Limited, in writing, in the KIOSK OPERATIONS MANUAL or otherwise, originating from sources that have demonstrated to the reasonable continuing satisfaction Indian Potatoes Limited that they are able to manufacture the products to the standards and specifications of Indian Potatoes Limited. Unless Indian Potatoes Limited requires FRANCHISEE to purchase any approved product from a particular distributor, FRANCHISEE may purchase approved products from any reputable distributor.

11.7.3 SUPPLIES AND EQUIPMENT.

FRANCHISEE shall only purchase paper goods, packaging, fixtures, equipment, signs, uniforms, and other supplies for use in the KIOSK that have been approved in advance by Indian Potatoes Limited, from sources that have been approved in advance by Indian Potatoes Limited. Indian Potatoes Limited will, when appropriate, as determined solely by Indian Potatoes Limited grant a manufacturer of certain approved items a license to print specified text and the MARKS on those items, in the manner and format established periodically by Indian Potatoes Limited . FRANCHISEE shall not use paper goods, packaging, fixtures, equipment, signs, uniforms, and other supplies at the KIOSK which do not bear the text and the MARKS required by Indian Potatoes Limited, in the manner and format required and approved in advance by Indian Potatoes Limited.

11.7.4 PROCEDURES FOR SEEKING APPROVAL OF SUPPLIERS AND PRODUCTS.

Other than with respect to the GINKGO MART PRODUCTS, and any other branded food and beverage items sold or used in the SHOP, if FRANCHISEE desires to purchase a product that is not approved, but which FRANCHISEE believes to conform to Indian Potatoes Limited 's specifications, then FRANCHISEE shall submit a written request for approval to Indian Potatoes Limited with any documentation that Indian Potatoes Limited may reasonably require to determine conformity to the relevant specifications. Indian Potatoes Limited shall have the right to require that its representatives be permitted to inspect the proposed supplier's facilities, and that samples from the supplier be delivered to Indian Potatoes Limited or its designee for evaluation and testing. The reasonable costs of evaluation and testing shall be paid by FRANCHISEE. Within 90 days after receipt of the request, and the

completion of any evaluation and testing required by Indian Potatoes Limited, Indian Potatoes limited will notify FRANCHISEE of its decision in writing. Approval shall not be unreasonably withheld, but Indian Potatoes Limited may withhold its approval for any good reason, including that, in the opinion of Indian Potatoes Limited, a sufficient number of products conforming to the same specification have already been approved.

11.8 MANDATORY PARTICIPATION IN MARKETING PROGRAMS.

FRANCHISEE acknowledges that FRANCHISEE'S participation in promotions and marketing programs established by Indian Potatoes Limited is important to enhance the value, recognition, and reputation of the GINKGO MART. FRANCHISEE covenants and agrees that FRANCHISEE shall participate in those promotions and marketing programs established from time to time by Indian Potatoes Limited that are appropriate to the KIOSK, as determined by Indian Potatoes Limited, provided however that FRANCHISEE shall have the right and obligation to decline to participate in all or any part of any promotion or marketing program, which, due to the laws applicable to the KIOSK, would render FRANCHISEE'S participation unlawful.

11.9 COMPLIANCE WITH LAWS. HEALTH & SAFETY REQUIREMENTS.

FRANCHISEE shall fully, strictly and faithfully comply with all laws (including, but not limited to, statutes, ordinances, regulations, and governmental orders) affecting FRANCHISEE'S operation of the KIOSK; in particular, FRANCHISEE shall operate and maintain the KIOSK and its premises in strict compliance with all applicable health, sanitation, fire and safety codes and requirements. If any law affecting FRANCHISEE'S operation of the KIOSK sets a standard that is different than the GINKGO MART STANDARDS, then FRANCHISEE shall satisfy the higher standard; if FRANCHISEE perceives any law affecting FRANCHISEE'S operation of the SHOP to conflict with the GINKGO MART STANDARDS, then FRANCHISEE shall notify Indian Potatoes Limited in writing, identifying the specific law and GINKGO MART STANDARDS requirement, so that Indian Potatoes Limited may determine how to resolve the perceived conflict.

11.10 REMEDYING FOOD SAFETY CONCERNS.

If any food item dispensed at the KIOSK is adulterated, or does not comply with applicable law or regulations, or fails to be maintained in accordance with the requirements described in this AGREEMENT or in the KIOSK OPERATIONS MANUAL, then, FRANCHISEE shall immediately close and suspend operations at the KIOSK, destroy all contaminated or adulterated products and eliminate the source of contamination, remedy all unsanitary conditions at the KIOSK, and reopen for business only after an inspection by Indian Potatoes Limited and laboratory analysis from samples obtained for that purpose by Indian Potatoes limited evidence compliance with all applicable governmental requirements and the GINKGO MART STANDARDS. This remedy is in addition to, and not in lieu of, other rights or remedies that Indian Potatoes Limited has for FRANCHISEE'S breach of this AGREEMENT.

11.11 KIOSK INSPECTIONS.

In order to safeguard the MARKS and determine compliance with the GINKGO MART STANDARDS, Indian Potatoes Limited representatives shall have the absolute right to enter, remain in, and inspect the KIOSK whenever KIOSK deems it appropriate. Indian Potatoes Limited representatives may, without prior notice to FRANCHISEE, interview FRANCHISEE'S employees and customers, take photographs, video, and similar recordings, examine, evaluate and take representative sample of the foods, beverages, and other products stored, sold or used at the KIOSK. Indian Potatoes Limited shall have the right to use all interviews, photographs, video, and other recordings for any reason Indian Potatoes Limited deems appropriate, including in advertising, marketing and other promotional materials. FRANCHISEE will not be entitled to, and hereby expressly waives, any right that it might otherwise have to be compensated for the use of interviews, photographs, video, and other recordings by Indian Potatoes Limited , its advertising agencies, or other GINKGO MART franchisees.

11.12 CORRECTING DEFICIENCIES.

FRANCHISEE shall at its own expense promptly, and within any period reasonably specified by Indian Potatoes Limited, correct any violation of the GINKGO MART STANDARDS. If, during an inspection, COMPANY identifies a violation of the GINKGO MART STANDARDS that:

- (a) is a reoccurrence of a previously identified violation of the GINKGO MART Standards, occurring at the kiosk within the preceding 7 days ; or
- (b) is a continuation of a previously identified violation of the GINKGO MART Standards, which FRANCHISEE failed to correct within the period specified by Indian Potatoes Limited; or
- (c) is the same as a violation of the GINKGO MART Standards that, within the preceding 30 days, was identified by Indian Potatoes Limited at another KIOSK in which FRANCHISEE has an interest, and in relation to which the corrective period specified by INDIAN POTATOES LIMITED ended before the inspection of the Shop; then INDIAN POTATOES LIMITED may require FRANCHISEE to reimburse INDIAN POTATOES LIMITED for the costs of a subsequent inspection of the KIOSK, conducted to determine whether the reoccurring or continuing violation of the GINKGO MART STANDARDS has been cured, at the rate of Rs 5000/- as fine to cover the expenses and cost of Indian Potatoes Limited's representative. This remedy is in addition to, and not in lieu of, other rights or remedies that Indian Potatoes Limited has for FRANCHISEE'S breach of this AGREEMENT.

11.13 IMMEDIATE REMOVAL OF NON-CONFORMING ITEMS.

Indian Potatoes Limited shall have the absolute right to direct the immediate removal of any item present in the KIOSK that does not conform to the GINKGO MART STANDARDS. Without compensating FRANCHISEE, Indian Potatoes Limited shall have the absolute right to confiscate, discard, or destroy any food, beverages, equipment, supplies, advertising, marketing, point of sale materials, signage, and any other items that do not conform to the GINKGO MART STANDARDS. This remedy is in addition to, and not in lieu of, other rights or remedies that Indian Potatoes Limited has for FRANCHISEE'S breach of this AGREEMENT.

11.14 REPAIR AND RENOVATION.

FRANCHISEE shall repair, rehabilitate, refurbish, modernize, renovate and upgrade the KIOSK periodically to maintain it in a clean, attractive and orderly condition, to provide efficient, high-quality service to the public, and to conform to ongoing GINKGO MART STANDARDS and specifications applicable generally to KIOSKS as periodically revised by Indian Potatoes Limited. FRANCHISEE must obtain the prior written approval of Indian Potatoes Limited, if any efforts to be taken under this Section

11.14 will result in a temporary halt of operations, or will at any time result in a change to the equipment layout, finish materials, or any other aspect of the design of the KIOSK. FRANCHISEE shall be solely responsible to repair any improper condition of the KIOSK, or the equipment or furnishings in the KIOSK, within 3 days after first being identified by FRANCHISEE or Indian Potatoes Limited.

11.15 REMODELING.

In addition to the continuing obligations identified in Section 11.14, if required by Indian Potatoes Limited, then FRANCHISEE shall completely remodel the KIOSK so as to bring it into substantial compliance with the then current design and other operational requirements of Indian Potatoes Limited, in accordance with EXHIBIT B, provided however that Indian Potatoes Limited will not require FRANCHISEE to remodel the KIOSK more than once during any 3-year period.

11.16 EQUIPMENT AND TECHNOLOGY UPGRADES.

During the TERM, FRANCHISEE shall make any equipment upgrades and additions, including upgrades and additions reflecting new technologies adopted by Indian Potatoes Limited, within 90 days of NOTICE from Indian Potatoes Limited. The foregoing obligation is in addition to any requirements to upgrade the POS SYSTEM imposed by or under Section 11.20.3.

11.17 SALES AND PRODUCT MIX REPORTING REQUIREMENTS.

FRANCHISEE shall upon request periodically provide Indian Potatoes Limited with any and all requested information related to FRANCHISEE'S sales, costs, earnings and related items. FRANCHISEE acknowledges that Indian Potatoes Limited may request this information be provided monthly, and occasionally more often, and in some instances FRANCHISEE may be required to track certain information not regularly tracked by FRANCHISEE.

11.18 PROJECTING REQUIREMENTS OF FOOD MART PRODUCTS & OTHER PRODUCTS.

At the request of Indian Potatoes Limited, FRANCHISEE shall periodically project sales, costs, and product requirements. FRANCHISEE shall endeavor to project quantities of products needed, including quantity of each of the product by 5 PM for the next day. FRANCHISEE acknowledges that this information is important to Indian Potatoes Limited so that it or its designated supplier may project quantities of products to respective manufacture. Notwithstanding the purpose for requiring this information from FRANCHISEE, or the accuracy of FRANCHISEE'S projections, under no circumstances shall FRANCHISEE'S compliance with this Section 11.18 be deemed to require Indian Potatoes Limited or its designated supplier to sell FRANCHISEE the projected quantities of any particular product.

11.19 HOURS OF OPERATION.

FRANCHISEE shall keep the KIOSK open and in normal operation during all 7 days from 7 am to 7 pm or as directed by Indian Potatoes Limited from time to time specifies in the KIOSK OPERATIONS MANUAL or otherwise approves in writing. FRANCHISEE shall conspicuously post on or within the KIOSK PREMISES, at a location visible to consumers during the KIOSK'S operational and non-operational hours, and acceptable to Indian Potatoes Limited.

11.20 POS SYSTEM.

To ensure the efficient management and operation of the KIOSK, and the reporting of data and information to Indian Potatoes Limited, FRANCHISEE shall install the computerized point of sale system (the "POS SYSTEM") consisting of one or more cash registers, a modem, software, cables, a dedicated telephone line (or alternative communications line provided or authorized to procure by Indian Potatoes Limited), and other accessories and peripheral equipment, all of which must be approved by Indian Potatoes Limited in the KIOSK OPERATIONS MANUAL or otherwise in writing.

11.20.1 COLLECTING POS INFORMATION.

FRANCHISEE shall at all times use the POS SYSTEM to accurately, consistently, and completely capture, record, and structure all data and information that Indian Potatoes Limited prescribes in the KIOSK OPERATIONS MANUAL or otherwise (the "POS INFORMATION").

11.20.2 INDIAN POTATOES ACCESS TO POS INFORMATION.

FRANCHISEE agrees that Indian Potatoes Limited will have the absolute right to retrieve, electronically and manually, any or all of the POS INFORMATION that Indian Potatoes Limited deems necessary or appropriate, or desires. FRANCHISEE may retrieve the POS INFORMATION at intervals and times Indian Potatoes Limited determines, and without any advance notice to FRANCHISEE. FRANCHISEE shall assist Indian Potatoes limited in initially establishing electronic access to the POS INFORMATION, and shall thereafter, as required by Indian Potatoes Limited, from time to time provide further assistance in connection with the retrieval of the POS INFORMATION.

11.20.3 UPDATES, MODIFICATIONS, AND REPLACEMENTS.

FRANCHISEE shall update or replace software used by the POS SYSTEM, as directed by Indian Potatoes Limited. FRANCHISEE shall make, or at Indian Potatoes Limited's direction shall permit someone else to make, any programming changes required from time to time by Indian Potatoes Limited may, at any time, but not more frequently than once every three years, require FRANCHISEE to update or replace the entire POS SYSTEM to bring it into conformity with Indian Potatoes Limited's then current approved POS SYSTEM. FRANCHISEE will accomplish the required updates, replacements, changes and other modifications within the timeframes Indian Potatoes Limited specifies.

11.20.4 INDIAN POTAOES LIMITED'S OWNERSHIP AND USE OF POS INFORMATION

FRANCHISEE agrees that all POS INFORMATION provided to Indian Potatoes Limited, whether electronically retrieved or otherwise received, will become Indian Potatoes Limited's property and may be used by Indian Potatoes Limited in any manner Indian Potatoes Limited considers appropriate, provided however that Indian Potatoes Limited will not share POS INFORMATION with other GINKGO MART franchisees without FRANCHISEE'S

permission, unless presented in a manner that would not reasonably enable the other SYSTEM franchisees to associate the POS INFORMATION to the KIOSK.

11.20.5 OTHER REQUIREMENTS

11.20.6 DELIVERY VANS

FRANCHISEE will procure the required new delivery vans (CNG based cargo vans / CNG based three wheel auto /Battery operated cycle riksha mounted) to ensure timely delivery of the home delivery orders. The delivery vans will have the Food Mart logo and other marks.

11.21 ACCEPTANCE OF CREDIT AND DEBIT CARDS

The POS SYSTEM shall include equipment, software, and anything else necessary to make the POS SYSTEM capable of accepting, and FRANCHISEE shall accept, credit cards and debit cards specified by Indian Potatoes Limited and similar redemption devices specified by Indian Potatoes Limited, that enable purchases to be made without the physical exchange of currency; and FRANCHISEE shall, at its own expense, subscribe to any related processing services designated by Indian Potatoes Limited.

11.22 COUPONS AND DISCOUNT OFFERS.

FRANCHISEE will not issue coupons except those that have been approved by Indian Potatoes Limited in accordance with the provisions.

11.23 PROMOTIONAL MATERIALS.

FRANCHISEE acknowledges that FRANCHISEE and other GINKGO MART franchisees may benefit from the promotion of GINKGO MART PRODUCTS, KIOSKS and the FOOD MART FRANCHISEE acknowledges that certain supplies used in the KIOSK (e.g. plates; glasses; napkins; sundae and beverage cups; etc.) and point of sale communication materials displayed or used in the KIOSK (e.g. brochures, posters; etc.), in addition to displaying the MARKS, may, at the determination of Indian Potatoes Limited, display information about GINKGO MART PRODUCTS and the GINKGO that may be of interest to consumers, including information relating to FOOD MART franchise opportunities. If requested by Indian Potatoes Limited, then FRANCHISEE will post, display, or make available to consumers, in a manner reasonably determined by Indian Potatoes Limited information relating to GINKGO MART PRODUCTS, including if requested by Indian Potatoes Limited, the addresses of other GINKGO MART KIOSKS and FOOD MART franchise opportunities.

11.24 ACCESS TO EMAIL & INTERNET; CONSENT TO COMMUNICATION MEDIUM.

FRANCHISEE acknowledges that the world wide web, internet, intranet, extranet, email, and similar medium are becoming an increasingly accepted and normal way of communicating. FRANCHISEE further acknowledges that Indian Potatoes Limited may from time to time desire to communicate with FRANCHISEE using any of the foregoing medium. Therefore, FRANCHISEE shall at all times, before and during the TERM, have ready access to a computer (at the KIOSK, FRANCHISEE'S home, or some other convenient location) with internet access and a reasonably current web browser, and:

- (a) maintain an email address to which Indian Potatoes Limited may send electronic communications; keep Indian Potatoes Limited apprised of FRANCHISEE'S current email address; regularly check, at a frequency specified by Indian Potatoes Limited, which may be every day, for email communications from Indian Potatoes Limited;
- (b) timely respond to email communications from Indian Potatoes Limited will mean within 48 hours from receipt;
- (c) in the event Indian Potatoes Limited establishes an intranet, extranet, or other means of posting information on a web site or similar on-line medium, then regularly check, at a frequency specified by Indian Potatoes Limited, which may be every day, for information communicated by Indian Potatoes.

Except in the case of a NOTICE, FRANCHISEE hereby consents to receiving any communication or information contemplated by AGREEMENT in any manner contemplated by this Section 11.26, which communication or information shall be deemed communicated upon sending electronically to the email address designated by FRANCHISEE for such purpose, or upon posting on any web site or other on-line medium maintained by Indian Potatoes Limited for such purpose.

11.25 PROMPT PAYMENT OF OBLIGATIONS.

FRANCHISEE acknowledges that FRANCHISEE'S payment practices can impact the willingness of third parties to do business with, and extend credit to, other GINKGO MART franchisees; the good will associated and FRANCHISEE'S ability to operate the KIOSK in accordance with the GINKGO MART STANDARDS. Therefore FRANCHISEE shall timely pay all obligations and liabilities due and payable to all associates, vendors, suppliers, distributors, the LANDLORD, and other parties to whom FRANCHISEE incurs obligations in connection with the FRANCHISE.

11.26 SIGNIFICANT EVENT NOTIFICATIONS.

FRANCHISEE will keep Indian Potatoes Limited informed of any fact, matter or circumstance that has a significant bearing on FRANCHISEE'S ability to continue to operate the KIOSK in accordance with this AGREEMENT and the GINKGO MART STANDARDS. Without limiting the preceding requirement, FRANCHISEE shall promptly, and in no event more than 7 days after FRANCHISEE becomes aware of any of the following situations related to the KIOSK, provide NOTICE to Indian Potatoes Limited of the circumstances, and provide Indian Potatoes Limited with copies of pertinent documents, and any other information Indian Potatoes Limited requires:

- (a) Any notice of default received with respect to the KIOSK PREMISES from the LANDLORD, a rental agent, mortgagee, or lender.
- (b) Any claims, lawsuits, or other legal proceedings, asserted or brought by any consumer, employee, governmental agency, or anyone else.
- (c) Any governmental inspections, notices, claims, reports, warnings, or citations.
- (d) Any fires, robberies, injuries, or similar events occurring on or at the KIOSK PREMISES.
- (e) Any other matters, including those not related to the KIOSK, that could impair the good will associated with GINKGO MART.