

YODO MERCHANT AGREEMENT

This agreement (the "Agreement") is entered into as of September 15 , 2018 between:

YODO INC., a corporation organized under the laws of Canada, having an office at 2059 Byron Street, Victoria, British Columbia V8R 1L8, Canada ("YODO")

AND

IMPERIO RESTAURANT 429, 7th Main Rd, HRBR Layout 1st Block, HRBR Layout 2nd Block, HRBR, Kalyan Nagar, Bengaluru, Karnataka 560043, India

(the "Merchant")
(each a "Party" and together, the "Parties").

WHEREAS:

YODO provides a mobile-payment and content-delivery system using proprietary technology, with functions, features and attributes determined from time to time by YODO in its sole discretion (the "Services"), and

The Merchant wishes to deploy POS terminal(s) to make the Services available through a retail business or businesses owned and/or operated by the Merchant, thus allowing the Merchant's customers ("Customers") to enjoy the benefit of the Services

NOW, THEREFORE, the Parties covenant and agree as follows:

1. The Merchant Default Currency is set by this agreement and remains fixed for the term of the agreement. The Merchant Default Currency is set to be: **INR**
2. The Merchant in entering into this agreement acknowledges that they are becoming a member of the Yodo Registered Merchant Association (the "Association") and agrees to pay one-unit of the merchant default currency per year to maintain said membership.
3. YODO or its licensees or other nominees shall provide the Merchant with the software ("Software") and either the hardware ("Equipment") or a hardware specification to enable the Merchant to make the Services available at the following retail site(s), (each a "Site") in accordance with the terms and conditions hereof:

429, 7th Main Rd, HRBR Layout 1st Block, HRBR Layout 2nd Block, HRBR, Kalyan Nagar, Bengaluru, Karnataka 560043, India

4. The Merchant acknowledges and agrees that all Equipment and Software provided by YODO without having been fully paid for by the Merchant under separate invoice shall remain the property (the "Property") of YODO.

