Attachment B to Master Franchise Agreement

GUARANTEES OF MASTER FRANCHISE AGREEMENT

As an inducement to Kiosk Concepts, Inc. ("Franchisor") to enter into a Master Franchise Agreement withN/A ("Master Franchisee") dated, 20 (the "Master Franchise Agreement"), ("Guarantors"), jointly and severally agree as follows:
A. Guarantors shall pay or cause to be paid to Franchisor all monies payable by Master Franchisee under the Master Franchise Agreement on the days and times and in the manner therein appointed for payment thereof.
B. Guarantors shall unconditionally guarantee full performance and discharge by Master Franchisee of all the obligations of Master Franchisee under the Master Franchise Agreement at the times and in the manner therein provided.
C. Guarantors shall indemnify and save harmless Franchisor and its affiliates against and from all losses, damages, costs, and expenses which Franchisor and its affiliates may sustain, incur, or become liable for by reason of: (1) the failure for any reason whatsoever of Master Franchisee to pay the monies payable pursuant to the Master Franchise Agreement or to do and perform any other act, matter or thing pursuant to the provisions of the Master Franchise Agreement; or (2) any act, action, or proceeding of or by Franchisor for or in connection with the recovery of monies or the obtaining of performance by Master Franchisee of any other act, matter or thing pursuant to the provisions of the Master Franchise Agreement.
D. Franchisor shall not be obligated to proceed against Master Franchisee or exhaust any security from Master Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Master Franchisee, before proceeding to enforce the obligations of the Guarantors under this Guarantee, and the enforcement of such obligations may take place before, after, or contemporaneously with, enforcement of any debt or obligation of Master Franchisee under the Master Franchise Agreement.
E. Without affecting the Guarantors' obligations under this Guarantee, Franchisor, without notice to the Guarantors, may extend, modify, or release any indebtedness or obligation of Master Franchisee, or settle, adjust, or compromise any claims against Master Franchisee. Guarantors waive notice of amendment of the Master Franchise Agreement and notice of demand for payment or performance by Master Franchisee.
F. Guarantors' obligations under this Guarantee shall remain in full force and effect, and shall be unaffected by: (1) the unenforceability of the Master Franchise Agreement against Master Franchisee; (2) the termination of any obligations of Master Franchisee under the Master Franchise Agreement by operation of law or otherwise; (3) the bankruptcy, insolvency, dissolution, or other liquidation of Master Franchisee, including, without limitation, any surrender or disclaimer of the Franchise Agreement by the trustee in bankruptcy of Master Franchisee; (4) Franchisor's consent or acquiescence to any bankruptcy, receivership, insolvency, or any other creditor's proceedings of or against Master Franchisee, or by the winding-up or dissolution of Master Franchisee, or any other event or occurrence which would have the effect at law of terminating the existence of Master Franchisee's obligations prior to the termination of the Master Franchise Agreement; or (5) by any other agreements or other dealings between Franchiseor and Master Franchisee having the effect of amending or altering the Master Franchise Agreement or Master Franchisee's obligations under this Guarantee, or by any want of notice by Franchisor to Master Franchisee of any default of Master Franchisee or by any other matter, thing, act, or omission of Franchisor whatsoever.

Source: SOUPMAN, INC., 8-K, 8/14/2015

	G. Notice to Guarantors shall be given as follows:			
	Names and addresses:			
,			_	
			_	
,			<u> </u>	
i	H This Country dellih interest deal control along	41 1.	ws of the state in which Franchisor has its principal place of business	
at the time the action is initiated. In the event of any conflict of law, the laws of such state shall prevail, without regard to the application of such state's conflict of law rules. If, however, any provision of this Guarantee would not be enforceable under the laws of the state in which Franchisor has its principal place of business at the time the action is initiated, and if the Master Franchisee's franchised business is located outside of such state and such provision would be enforceable under the laws of the state in which the Master Franchisee's franchised business is located, then such provision shall be interpreted and construed under the laws of that state. Any action brought to enforce or interpret this Guarantee in any court, whether federal or state, shall be brought within the county and state in which Franchisor has its principal place of business at the time the action is initiated, and Guarantors hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.				
CHAR	IN WITNESS WHEREOF, each of the undersigned has sign	ned this	Guarantee as of the day and year set forth below.	
GUARA	ANTORS:			
Date:			Date:	
		•		
Date:		•	Date:	
		2		

Source: SOUPMAN, INC., 8-K, 8/14/2015