

FRANCHISE DISCLOSURE DOCUMENT

ANGRY GENE'S PIZZA



Pizza Now Worldwide, LLC
An Illinois Limited Liability Company
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West Chicago, IL 60185
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www.angrygenes.com
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As an Angry Gene's Pizza franchisee, you will operate a store featuring volume-based takeout pizzeria, dependent on quick and friendly service.

The total investment necessary to begin operation of one Angry Gene's Pizza franchise is \$193,433 to \$299,917. This includes \$30,000 that must be paid to the franchisor.

The total investment necessary to begin operation under a three Multi-Unit Development Agreement (including the first unit) is \$243,933 to \$349,917. This includes \$80,000 that must be paid to the franchisor. The initial franchise fee for additional franchises after the first is reduced to \$25,000. There is a three-unit minimum of Angry Gene's Pizza stores that you are required to develop under the Multi-Unit Development Agreement.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Andrew Singer, Pizza Now Worldwide, LLC, 946 N. Neltnor Blvd., #118, West Chicago, IL 60185.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is

available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC- HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW. Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: April 29, 2025

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Angry Gene's Pizza business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an Angry Gene's Pizza franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out of State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Illinois. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Illinois than in your own state.
2. **Governing Law.** The franchise agreement states that Illinois law governs the agreements, and this law may not provide the same protections and benefits as local law, you may want to compare these laws.
3. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21), calls into question the Franchisor's financial ability to provide services and support to you.
4. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the Franchisor's ability to use this trademark in your area is challenged, you may have to identify your business and its products/services by a different name. This change can be expensive and may reduce brand recognition of the products and services you offer.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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Exhibits

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement (with Exhibits)
- C. Multi-Unit Development Agreement
- D. Form of General Release
- E. Financial Statements
- F. Operations Manual Table of Contents
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- I. State Addenda to Agreements

State Effective Dates
Receipt (2 copies)

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, “we,” “us,” or “our” refers to Pizza Now Worldwide, LLC. “You” means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement’s provisions also will apply to your owners.

Us, Any Parents, and Certain Affiliates

Our name is Pizza Now Worldwide, LLC. We are an Illinois limited liability company that was formed in January 2023. Our principal business address is 946 N. Neltnor Blvd., #118, West Chicago, Illinois 60185. We do business under the name Angry Gene’s Pizza. Neither we nor any of our affiliates have offered franchises in any other line of business. We do not have any predecessors or a parent company. We have an affiliate, Pizza Now, Inc. which has operated Pizza Now pizzerias in the Chicago, Illinois suburbs since 2005. Our affiliate currently operates three pizza stores. The affiliated-operated stores are substantially similar to the franchise offered by this Disclosure Document. Our agents for service of process are disclosed on Exhibit A.

If you sign a franchise agreement with us, you will open and operate a volume-based takeout pizzeria, dependent on quick and friendly service. If you sign a Multi-Unit Development Agreement (attached as Exhibit C to this disclosure document), you will develop multiple Angry Gene’s Pizza outlets, on an agreed-upon schedule. For each future unit franchise, we will require you to sign our then-current form of franchise agreement, which may be different from the form of franchise agreement included in this disclosure document.

Your products and services will be offered year-round to the general public. The market for pizza stores is very well developed. You will compete for customers with independent pizza store owners, national and regional pizzeria chains, regional chains, and nationally franchised stores featuring and advertising pizza and similar items.

Laws and Regulations

Federal, state and local laws, rules and regulations have been enacted that may impact the operation of your Store, including those affecting the health and safety of your customers, such as general health and sanitation requirements for stores and employee practices concerning the storage, handling, cooking and preparation of food. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Store. The US Food and Drug Administration, the U.S. Department of Agriculture and state and local health departments administer and enforce laws and regulations that govern food preparation and service and restaurant sanitary conditions. The federal Clean Air Act and Various implementing state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide and particulate matters, including caps on emissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality. The Nutrition Labeling and Education Act

(NLEA) sets regulations for food labeling, including nutritional label standards, nutrient content claims, and health claims. NLEA applies to Virtually all foods in the food supply, including food served and sold in food preparation establishments and restaurants. While NLEA specifies a number of exemptions for restaurants, there are many instances where a nutritional label is required. The Food and Drug Administration's Nutritional Labeling Guide for Restaurants and Other Retail Establishments provides answers to commonly asked questions regarding the application of the NLEA. You should independently research and review the legal requirements of the food services Industry with your own attorney before you sign any binding documents or make any investments. You, the management and other employees we designate must maintain certifications for food storage, preparation and serving issued by an approved food safety program. You should consult with a legal advisor about legal requirements that may apply to your business.

Item 2 BUSINESS EXPERIENCE

Andrew Singer, President. He has been our President since inception. Since 2011, he has also been the Manager for Pizza Now, Inc. which operates the Pizza Now store in West Chicago since 2011.

Daniel Singer, Vice President. He has been our Vice President since inception. Since 2013 he has also been the Manager for Pizza Now 2, Inc. which operates the Pizza Now store in Hanover Park, Illinois.

Stephen Singer, Chief Financial Officer and Secretary. He has been our Chief Financial Officer and Secretary since inception. Since 2011, he has also been the manager for Brothers Pizza Now, Inc. which operates the Pizza Now store in Aurora, Illinois.

Item 3 LITIGATION

No litigation is required to be disclosed in this Item.

Item 4 BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

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Item 5 **INITIAL FEES**

Franchise Fee

When you sign your franchise agreement, you must pay us \$30,000 as the initial franchise fee. This fee is uniform and is not refundable.

Multi-Unit Development

If you and we agree that you will develop multiple franchises, then you will sign our Multi-Unit Development Agreement (“MUDA”) in the form of Exhibit C to this disclosure document. Your franchise fees will be reduced to \$25,000 for each additional franchise after the first franchise. Upon signing the MUDA, you will pay a Development Fee in the amount of the \$25,000 times the number of additional franchises you have committed to develop under the MUDA. The fees are uniform and not refundable.

Item 6 **OTHER FEES**

Type of Fee	Amount	Due Date	Remarks
Royalty	5% of your gross sales	Weekly	See Note 1 and Note 2.
Marketing Fund Contribution	Up to 1% of your gross sales	Weekly	See Item 11 for a detailed discussion about these funds. Amounts due will be withdrawn by electronic funds transfer from your designated bank account.
Market Cooperative Contribution	As determined by co-op. We do not have any cooperatives as of the date of this Disclosure Document.	Weekly	We have the right to establish local or regional advertising cooperatives. Any location owned by us, or any affiliate will have the same voting rights as our franchisees. Dues will be imposed by a majority vote. Contributions to a cooperative may offset the corresponding amount of any required local advertising.
Local Marketing/Required Spending	1% of your gross sales	Monthly	See Note 3. You may only use promotional materials that we have provided to you or approved.

Type of Fee	Amount	Due Date	Remarks
Technology Fee	Up to \$500 per month; currently not charging.	Monthly	This fee covers our costs or paying fees to third party providers for technology development, maintenance, and usage for the franchise system. We will give you 60 days prior notice before we begin charging the fee or before changing the amount of the fee.
Reimbursement of fees for on-site training	The cost of meals, travel and lodging expenses of our representative that provides the on-site training at your location.	On demand	We will send a representative to your location for up to 7 days to assist you around the time you open.
Replacement / Additional Training fee	\$250 per attended per day.	Prior to attending training	If you send a manager or other employee to our training program after you open. You will also be responsible for the expenses incurred by your manager or other employee attending the training program (e.g. travel, food, and lodging).
Additional Support fee	\$250 per day plus our representative's expenses for travel, food, lodging.	As incurred	If we provide, at your request, additional in-person support. You will also be responsible for the expenses incurred by our representative providing the additional in-person support (e.g. travel, food, and lodging).
Vendor approval fee	An amount to cover our costs in determining whether the vendor will be approved.	On demand	Payable if you request our determination if a vendor meets our approval.

Type of Fee	Amount	Due Date	Remarks
Non-compliance fee/ Reimbursement for curing non-compliance	\$1,000 or amount that we spend on your behalf, plus 10%	On demand	We may charge you \$1,000 if your store is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. If we pay any amount that you owe or are required to pay to a third party or if we cure non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), you must reimburse us our costs plus a 10% administrative fee
Customer complaint or governmental report	Our expenses	On demand	We may take any action we deem appropriate to resolve a customer complaint about your store. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Late fee	\$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Insufficient funds fee	\$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.

Type of Fee	Amount	Due Date	Remarks
Records audit	Our actual costs	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any 4-week period.
Transfer fee	\$10,000 plus any broker fees and other out-of-pocket costs we incur	When transfer occurs	Payable if you sell your business.
Renewal Fee	\$10,000	Prior to renewal	Payable if you renew your franchise at the end of the renewal term
Inspection fee	\$500 plus actual out-of-pocket costs we incur	On demand	Payable if we conduct an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee, including following up a previous failed inspection.
Liquidated damages	An amount equal to royalty fees and marketing fund contributions for the lesser of (i) 2 years or (ii) the remaining weeks of the franchise term.	On demand	Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.
Indemnity	Our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).

Type of Fee	Amount	Due Date	Remarks
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

All fees are imposed by us and collected by us. All fees are non-refundable. All fees are uniform for all franchisees, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we consider appropriate. There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. "Gross Sales" is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected, (iii) sale of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

2. We currently require you to pay royalty fees and other amounts due to us by pre-authorized bank draft. However, we can require an alternative payment method.

3. Your expenditures for local advertising and marketing are made to third parties, not to us.

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Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT - FRANCHISE AGREEMENT

Type of expenditure (see Note 1)	Low Amount	High Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee	\$ 30,000	\$ 30,000	Check, debit, and/or credit	Upon signing the franchise agreement	Us
Real Estate/Rent (see Note 2)	\$ 1,833	\$ 5,417	Check, debit, and/or credit	Upon signing lease	Landlord
Utilities	\$ 500	\$ 1,000	Check, debit, and/or credit	Upon ordering service	Utility providers
Leasehold Improvements (see Note 3)	\$ 40,000	\$ 75,000	Check, debit, and/or credit	As incurred	Contractors
Market Introduction Plan	\$ 2,000	\$ 5,000	Check, debit, and/or credit	As incurred or when billed	Vendors
Furniture, Fixtures, and Equipment (Note 4)	\$ 75,000	\$ 100,000	Check, debit, and/or credit	As incurred	Vendors
Computer Systems (see Note 5)	\$ 2,500	\$ 4,500	Check, debit, and/or credit	As incurred	Vendors
Insurance	\$ 600	\$ 6,500	Check	Upon ordering	Insurance company
Signage	\$ 3,000	\$ 5,000	Check, debit, and/or credit	Upon ordering	Vendor
Office Expenses	\$ 1,000	\$ 2,000	Check, debit, and/or credit	As incurred	Vendors
Inventory	\$ 3,000	\$ 6,000	Check, debit, and/or credit	Upon ordering	Vendors
Licenses and Permits	\$ 500	\$ 1,000	Check	Upon application	Government

Type of expenditure (see Note 1)	Low Amount	High Amount	Method of payment	When due	To whom payment is to be made
Professional Fees (lawyer, accountant, etc.)	\$ 1,000	\$ 2,500	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Training	\$ 3,000	\$ 6,000	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants for two weeks of training
Additional funds (for first 3 months) (see Note 6)	\$ 30,000	\$ 50,000	Varies	Varies	Employees, suppliers, utilities
Total (See Note 7)	\$193,933	\$ 299,917			

Notes:

1. Your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly higher. The typical Angry Gene's Pizza store is located in a strip center or stand-alone building. The size of an Angry Gene's Pizza store should range from 1,100 to 1,300 square feet. The low end of the initial investment represents a one-month payment for a commercial space. The high end represents a two-month payment. The size and location of your space may significantly affect these estimates. You may be required to pay a security deposit with your lease, usually equal to one-month rent. You may be able to negotiate a period of free rent for the time reasonably required to build out the space.

3. You must make certain leasehold improvements at the premises of Angry Gene's store according to our plans and specifications. The cost of the improvements varies greatly depending upon the size, condition, configuration, and geographical location of the premises, local zoning and building ordinances, labor and material costs, and other economic factors. Your expense will be less if you can arrange for the landlord to cover some of the costs of leasehold improvements or if you can lease a site previously used for a restaurant facility and can suitably configure the site with limited renovations. The high estimate assumes that the leased space is a vanilla box, and you

will incur costs for plumbing, electrical, gas lines, fire alarm, flooring, counter installation and build-out of a restroom.

4. This estimate includes expenses for kitchen equipment, including ovens, hood, prep table, food warmers, walk-in cooler, mixer and dough roller.

5. This estimate is based on the cost of the current hardware and software including the Toast Point Of Sale (“POS”) system. We reserve the right to change hardware and software requirements.

6. This includes any other required expenses you will incur before operations begin and during the first three months of operations, such as payroll, additional inventory, rent, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on our experience in the development of Angry Gene’s Pizza stores by our affiliate, and our general knowledge of the pizza business.

7. This is the total estimated initial investment to open and commence operating your initial location for the first three months. We relied on our affiliate’s experience opening and operating Angry Gene’s Pizza stores to compile this estimate. We cannot guarantee that you will not have additional expenses starting your business. Your costs will depend on factors such as: the size of your territory, how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for the products and services; competition; and the sales level reached during the initial period. The estimate does not include the monthly cost of debt service. The estimate includes such items as initial payroll taxes, ongoing franchise fees, Marketing Fund contributions, professional and accounting fees, additional advertising, insurance, health insurance and workers’ compensation, rent, repairs and maintenance, bank charges (including interest), miscellaneous supplies and equipment, initial staff recruiting expenses, state tax, depreciation/amortization, deposits and prepaid expenses where applicable and other miscellaneous items. Additional operating expenses may be incurred in connection with the ongoing operation of your business and periodic reinvestment may be necessary following the initial start-up phase.

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YOUR ESTIMATED INITIAL INVESTMENT - MULTI UNIT DEVELOPMENT AGREEMENT

Type of expenditure	Low Amount	High Amount	Method of payment	When due	To whom payment is to be made
First franchise (see table above)	\$30,000	\$30,000	Check or Wire transfer	Upon signing the MUDA	Us
Development Fee (in the amount of the initial franchise fees for additional two franchises (see Note 1))	\$50,000	\$50,000	Check or wire transfer	Upon signing the MUDA	Us
Estimated initial investment to open the first location and for first three months of operation (excluding the first initial franchise fee.)	\$162,433	\$268,417	Varies	As Incurred	Various
Total	\$243,933	\$349,917			

1. This estimate assumes you sign a Multi-Unit Development Agreement for three franchises. The franchise fee for your first unit is counted in the “Estimated Initial Investment – Franchise Agreement” table. Your initial franchise fees are reduced to \$25,000 for the second and each additional franchise after the first. You will pay all franchise fees upon signing the MUDA.

Item 8 **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from vendors required or approved by us, or (2) according to our specifications.

Specific Obligations

The following are our current specific obligations for purchases and leases:

Real Estate. Your store location is subject to our approval and must meet our specifications. You must use reasonable efforts to have your landlord sign our form of Rider to Lease Agreement which is attached to this disclosure document as Exhibit 5 to the Franchise Agreement.

Insurance. You must obtain insurance as described in the Franchise Agreement and in our Operations Manual, which includes (i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the store, for full repair and replacement value (subject to a reasonable deductible); (ii) Business interruption insurance covering at least 12 months of income; (iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit, (iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,000,000, and (v) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

Point-of-sale software and hardware, and related software and hardware. You must purchase or lease the point-of-sale software and hardware, and related software and hardware, that we specify. See Item 11 for more details. We may periodically change any software requirements to adapt to changing capabilities by written notice to you or by updating our Manual.

Equipment, food, and other inventory and supplies. You must purchase equipment, food, ingredients, beverages, other inventory and supplies from our Required Vendors or Approved Vendors.

Branded products, merchandise, uniforms. You may be required to purchase from us or a vendor we designate certain branded products, merchandise and miscellaneous items. We may periodically add and remove items that you must purchase from us or our affiliate.

Us or our Affiliates as Supplier

As of the date of this Disclosure Document, neither we nor our affiliate is a supplier of items that you must purchase.

We publish a list of approved suppliers and required suppliers.

Alternative Suppliers

If we require you to purchase a particular product or service only from an approved vendor or required vendor, and you desire to purchase the product or service from a different vendor, then you must submit a written request to us for approval and any information, specifications and/or samples requested by us. We may condition our approval on such criteria as we deem appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. We will provide you with written notice of the approval or disapproval of any proposed new vendor within 30 days after

receipt of your request. We have the right to charge you a reasonable non-refundable fee to cover our costs incurred in making such determination.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

No purchasing or distribution cooperative currently exists. We do not negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees. However, we may do so in the future. We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

We estimate that items purchased or leased from us, our affiliates or our other designated or approved suppliers, or in accordance with our specifications will represent approximately 50% to 80% of total purchases you will make to begin operations of your store, and approximately 50% to 80% of the ongoing costs to operate your store.

All items that you purchase from approved suppliers must meet our specifications. This includes advertising and marketing materials, forms, and promotional items. In addition, you must purchase the signs used to identify the store from a vendor we approve utilizing designs we approve. None of our officers own an interest in any supplier.

We and our affiliates reserve the right to receive fees, payments, rebates, commissions or other consideration from third party manufacturers, suppliers, and/or distributors on their sales of products, services, equipment, goods and supplies to our affiliate and our franchisees. Except as described below, we and our affiliates will retain and use any fees, payments, rebates, commissions or other consideration as we deem appropriate or as required by a particular manufacturer, supplier or distributor. We may place fees, payments, rebates, commissions, allowances or other consideration we receive from some vendors with whom you do business in either the System-wide Advertising and Marketing Fund or a separate fund to cover the cost of franchisee conferences and conventions and franchisee incentive programs. We expect the amount and availability of such funds to vary from time to time based upon factors outside our control. We did not receive any revenue from franchisee purchases of goods, products and services from us or our affiliates in 2024.

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Item 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	Franchise Agreement (FA): §§ 6.1, 6.2 Multi-Unit Development Agreement (MUDA): §§ 1 and 2	Item 11
b. Pre-opening purchase/leases	FA: §§ 6.2, 6.3 MUDA: Not Applicable	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	FA: Article 6 MUDA: §§ 1 and 3(a)	Items 5, 7, 8 and 11
d. Initial and ongoing training	FA: §§ 5.4, 6.4, 7.6 MUDA: Not Applicable	Items 5, 6, 8 and 11
e. Opening	FA: §§ 6.5, 6.6 MUDA: § 3(a)	Items 7, 8 and 11
f. Fees	FA: Article 4, §§ 3.2, 5.5, 7.8, 10.5, 11.2, 11.3, 15.2, 16.1, 17.6 MUDA: § 3(b)	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	FA: §§ 6.3, 7.1, 7.3, 7.5, 7.9 – 7.13, 7.15, 10.1, 10.4, 11.1 MUDA: Not Applicable	Items 8, 11 and 14
h. Trademarks and proprietary information	FA: Article 12, § 13.1 MUDA: Not Applicable	Items 13 and 14
i. Restrictions on products/services offered	FA: § 7.3 MUDA: Not Applicable	Items 8, 11 and 16
j. Warranty and customer service requirements	FA: §§ 7.3, 7.8, 7.9 MUDA: Not Applicable	Item 8

Obligation	Section in agreement	Disclosure document item
k. Territorial development and sales quotas	FA: Not applicable MUDA: §3(a), 5(i)	Item 12
l. Ongoing product/service purchases	FA: Article 8 MUDA: Not Applicable	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	FA: §§ 7.12, 7.13 MUDA: Not Applicable	Items 6, 7 and 8
n. Insurance	FA: § 7.15 MUDA: Not Applicable	Items 6, 7 and 8
o. Advertising	FA: Article 9 MUDA: Not Applicable	Items 6, 7, 8 and 11
p. Indemnification	FA: Article 16 MUDA: Not Applicable	Items 6 and 8
q. Owner's participation/management/staffing	FA: § 2.4 MUDA: Not Applicable	Items 15
r. Records and reports	FA: Article 10 MUDA: Not Applicable	Item 11
s. Inspections and audits	FA: §§ 10.5, 11.2 MUDA: Not Applicable	Items 6 and 11
t. Transfer	FA: Article 15 MUDA: Article 7	Items 6 and 17
u. Renewal	FA: § 3.2 MUDA: Not Applicable	Item 17
v. Post-termination obligations	FA: Article 13, § 14.3 MUDA: Not Applicable	Item 17
w. Non-competition covenants	FA: § 13.2 MUDA: Not Applicable	Item 17
x. Dispute resolution	FA: Article 17 MUDA: Article 9	Items 6 and 17

Item 10 **FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.

Item 11 **FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING**

Except as listed below, we are not required to provide you with any assistance.

Our Pre-Opening Obligations

Your site. We will review and advise you regarding potential locations for a site that you submit to us. (Franchise Agreement - Sections 5.1 and Section 6). We will approve or disapprove your proposed site within 30 days after you submit all of our required documents and information. If you do not have a site when you sign the franchise agreement, then we will specify in your franchise agreement the area in which you must select a location (Franchise Agreement, Summary Page). If you sign a Multi-Territory Development Agreement, we will approve the location of future sites and territories for those sites, and our then-current standards for sites and territories will apply. We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site.

Territory. When a site is approved, we will designate your territory. (Franchise Agreement - Section 6.1)

Plans. We will provide you with specifications for your pizzeria. (Franchise Agreement - Section 5.1)

Necessary furniture, signs, fixtures, equipment, computer system, vehicle and supplies. We will provide you with a list of our specifications and approved suppliers for signs, fixtures, equipment, parts computer system, vehicle and supplies. (Franchise Agreement - Section 5.1)

Hiring and training employees. We will provide you with our suggested staffing levels (Franchise Agreement - Section 5.1), operational instructions in the Manual which you can use as part of training new employees (Franchise Agreement - Section 5.1), and our initial training program described below. Our opening support (as described below) includes assisting you in training employees. All hiring decisions and conditions of employment are your sole responsibility.

Operations Manual. We will give you access to our Operations Manual and any updates and revisions to the Manual (Franchise Agreement - Section 5.1).

Initial Training Program. We will conduct our initial training program. (Franchise Agreement - Section 5.1) The current initial training program is described below.

Business plan review. If you request, we will review your pre-opening business plan and financial projections. (Franchise Agreement - Section 5.1)

Market introduction plan. We will advise you regarding the planning and execution of your market introduction plan. (Franchise Agreement - Section 5.1)

On-site opening support. We will send a representative to your location for three to seven days to provide support and additional training before you open. (Franchise Agreement - Section 5.1)

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your store is from six to eight months depending on when you lease or otherwise acquire a location. Other factors besides acquiring a lease that may affect the time period include your ability to obtain financing, develop your location, obtain business permits and licenses, and hire employees.

Our Post-Opening Obligations

After you open your business:

Developing products or services you will offer to your customers. Although it is our intent and practice to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so.

Resolving operating problems you encounter and additional training. If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide additional training in response to your request, we may charge a fee of \$250 per diem plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Franchise Agreement - Section 5.2)

Establishing and using administrative, bookkeeping, accounting, and inventory control procedures. We will provide you with our recommended procedures for administration, bookkeeping, accounting, and inventory control (Franchise Agreement - Section 5.2). We may make any such procedures part of required (and not merely recommended) procedures for our system.

Marketing Fund. We will administer the Marketing Fund when it is formed (Franchise Agreement - Section 5.2). We will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon request. (Section 9.3)

Website. We will establish and maintain a website for the Angry Gene's Pizza brand, which will include your business information and telephone number. (Franchise Agreement - Section 5.2)

Advertising

You must spend not less than 1% of your gross sales per month on local advertising and promotional activities during each calendar year, in such types as we approve or as described in the Operations Manual or otherwise in writing. We encourage you, however, to spend additional amounts on local advertising and promotional activities beyond the minimum amounts required under the Franchise Agreement. Your local advertising expenditures will include advertising, merchandising, sales promotion and other forms of advertising at the local level. Each month, you must provide us with an accounting of the monies that you spent and documentation of the local advertising and promotional activities you executed during the preceding calendar year. If you fail to spend the required minimum amount during any calendar year on approved local advertising and promotional activities, you must pay us the difference between what you should have spent on approved local advertising and promotional activities during that year, and what you actually spent on those items during that year.

You must obtain our approval (in writing) of all marketing, advertising and promotional materials before use, including any of your own materials, at least 10 days before the deadline for running or using the marketing, advertising or promotional materials. Any marketing, advertising or promotional materials not approved by us within 14 days will be deemed disapproved. At any time, we may require you to stop any marketing, advertising or promotion. You must use marketing, advertising and promotional materials that depict any of our trademarks only in connection with your sale of approved services and products in connection with your store. Any marketing, advertising and promotional materials you use must be current, in good taste and in good condition and communicate the brand position and character that we have established for franchised stores. We may periodically make available for purchase, from us or our affiliates or designated or approved suppliers, certain advertising, marketing and promotion materials.

You may use only approved advertising and promotional materials for your local advertising. If you desire to use any unapproved advertising or promotional materials bearing the trademarks or other Marks proprietary to us, or any portion of those items, you must obtain our prior written approval before using those materials. Any advertising or promotional materials not approved by us within 10 days will be deemed to be disapproved. You must use your best efforts to promote and advertise your store and will participate in all advertising and promotional programs we establish in the manner we direct as described in the Operations Manual or otherwise in writing.

Market Introduction Advertising and Marketing. We require you spend not less than \$2,000 on initial advertising and promotional materials and advertising, promotion, and events to promote and execute the opening of your Angry Gene's Pizza store, which must be coordinated with us and must occur not more than 60 days before or 30 days after the first day you open your store. We must approve all Market introduction advertising and marketing. Your minimum expenditure on market introduction advertising is in addition to the local advertising requirements described above.

Marketing Fund. You are not required at this time to pay us an advertising fee or contribute to an advertising fund that we administer. However, we reserve the right to establish a system-wide advertising and marketing fund. If we establish an advertising and marketing fund

(the Fund), we will provide you with thirty (30) days' advance notice of the establishment of the Fund. If we establish this fund, you will contribute each month to the Fund one per cent (1%) of your Gross Sales. All franchisees will contribute to the Fund at the same rate. Any locations in which we or our affiliates have an ownership interest may, but are not obligated to, contribute to the Fund.

The Fund is not a trust or escrow account, and we do not have any fiduciary obligations with respect to the or any advertising fees we receive. We have no obligation to make expenditures on your behalf that are equivalent or proportionate to your contributions to the Fund, to ensure that any particular franchisee benefits directly or pro rata from marketing or advertising we develop or place or to ensure that any advertising directly impacts your business or penetrates your territory.

We may use the Fund to defray expenses incurred in connection with the cost of creating, formulating, developing and implementing marketing, advertising and promotional programs, campaigns and materials, and any other activities we, in our sole judgment, believe are appropriate to enhance, promote and protect the brand. These items and activities may include (i) preparing marketing and advertising materials; (ii) preparing and maintaining World Wide web pages and sites, and other activities related to advertising and promotion via the Internet and/or other public computer networks; (iii) preparing and conducting television, radio, magazine, newspaper and World Wide web/Internet advertising campaigns and other public relations activities; (iv) employing public relations firms and advertising agencies to assist in the activities described above, including without limitation the placement of print, broadcast or World Wide web/Internet advertising; (v) conducting new product development and research; (vi) conducting market research, sponsorships, mystery shopper programs, and client surveys and interviews; (vii) collecting and accounting for the marketing and advertising payments from our franchisees; and (viii) preparing accountings for the Fund. We may use the Fund to defray administrative costs and overhead that we or our affiliates incur in activities reasonably related to the administration of the Fund, including without limitation the salaries and benefits paid to our and our affiliates employees engaged in advertising-related functions. We may use any media, create any programs, campaigns and materials, and allocate advertising and promotional expenditures locally, regionally or nationally and to any regions or localities that we consider appropriate. We may use in- house personnel and/or outside national, regional or local public relations firms and agencies to create and place marketing and advertising for the brands and otherwise perform the activities described above.

If requested by you in writing no sooner than 120 days after the end of our fiscal year, we will provide you with an annual unaudited statement of contributions and expenditures of the Advertising Fund for our most recently completed fiscal year. We will not be required to audit the Fund. If we expend less than the total contributions available in the Fund during any fiscal year, we will retain the remaining amount in the Fund and expend the unused sum during the following fiscal year. If we expend an amount greater than the amount available in the Fund in any fiscal year (in addition to any sum required to be expended because we did not expend all the sums in the Fund during the preceding year), we will be entitled to reimburse ourselves from the Fund during the next fiscal year for all excess expenditures made during the preceding fiscal year. Although the Fund would be intended to be of perpetual duration, we have the right to discontinue the Advertising Fund. We decide whether to form and whether to terminate the Fund. If we terminate

the Fund, we may require that you spend an equivalent amount on local advertising in addition to the amount you are required to spend on local advertising. We will not discontinue the Fund, however, until we have expended all money in the Fund for advertising and promotional purposes. We may or may not use the Fund part of the fund for advertising that is directed primarily at soliciting the sale of new franchisees.

Advertising Cooperatives. As of the issuance date of this disclosure document, there were no advertising cooperatives. We have the power, however, to form, approve the franchisee formation of, change, dissolve or merge local or regional advertising cooperatives, and to establish the rules under which these cooperatives will operate. You must participate in and contribute to any local or regional advertising cooperative we form or approve in the area where your store is located. As of the issuance date of this disclosure document, there was no advertising council for the Angry Gene's Pizza System. We have the power, however, to form, change, or dissolve any advertising council. Any advertising council we form will serve in only an advisory capacity.

System Website and Social Media

We may provide you with materials for use on social media sites such as a Facebook page. You may not use any electronic media, including the Internet, or any social media, for viewing by the public that contains or is associated with your Angry Gene's Pizza store or our registered trademarks without our prior written approval. You may not establish a Facebook®, Myspace®, Snap Chat®, Twitter®, TikToc® or similar pages, post through Instagram® or on YouTube®, or utilize other, similar social media, without our prior written approval. You may not establish a Twitter® feed or other social media that are associated with or refer to your Angry Gene's Pizza business without our prior, written approval. We retain the right to approve all social media content that displays or is associated with our trademarks or your business. We may require you to withdraw and/or discontinue the use of any social media posts, even if previously approved.

Point of Sale and Computer Systems

We require you to buy or lease and use a computer system to help manage the business. Currently, we require you to use Toast Point of Sale ("POS). The Toast POS system will provide fast online ordering capability and generate sales data, inventory, customer information and financial reports. It also provides for gift cards and credit card processing. You must also purchase and use a laptop for your Store office and purchase and use QuickBooks for your accounting to be compatible with our accounting system.

The current estimated purchase price for computer hardware and software is approximately \$2,500 to \$4,500 per location. As of the issue date of this Disclosure Document, the estimated cost of the Toast POS System is \$1,500. You will pay \$200 per month for the subscription for the Toast POS system. The estimated annual cost of software maintenance, upgrades, updating and repair is up to approximately \$2,400. We may change any required hardware and software requirements upon notice to you.

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We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do require you enter into a subscription contract for the POS System and any other applicable software/apps. You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Operations Manual

See Exhibit F for the table of contents of our Operations Manual as of the date this disclosure document, with the number of pages devoted to each subject. The Manual has 194 pages.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Pizza Prep		16	West Chicago, Illinois
POS Training		16	West Chicago, Illinois
Dough		16	West Chicago, Illinois
Inventory/Ordering	8		West Chicago, Illinois or other location in the Chicago area
Store Management		32	West Chicago, Illinois
Labor/Financial	8		West Chicago, Illinois or other location in the Chicago area

Marketing	2		West Chicago, Illinois or other location in the Chicago area
TOTALS:	18	80	

Training classes will be scheduled in accordance with the needs of new franchisees, approximately quarterly or at your request. The Principal Executive of Franchisee and the general manager must attend training. Training classes will be generally held at our store in West Chicago, Illinois for on-the-job training and another location in the Chicago area for classroom training. We may choose alternate locations or provide portions of the training virtually.

The instructional materials consist primarily of our Operations Manual. Trainers will be Andrew Singer, Stephen Singer and Daniel Singer. They have over 15 years of experience operating Pizza stores and have been involved in the day-to-day operation and management of the affiliate-owned stores. We anticipate initial training will take approximately two weeks. As many people as you believe are necessary may attend without a training fee, but you must pay the travel and living expenses for you and your employees and managers to attend training. You must complete training to our satisfaction at least two months before opening your store. Should you fail to pass the test or complete the initial training, we have the right to terminate the franchise agreement without refunding the initial franchise fee.

We will send a representative to your location for up to seven days to assist you around the time you open. You must pay the meal, travel and lodging expenses of our representative to come to your location.

Your store must at all times be under your on-site supervision or under the on-site supervision of a manager who has completed our training program. If you hire a new manager, you must send that person to our next scheduled training class or such other training class as we may require. Otherwise, we do not currently require additional training programs or refresher courses, but we have the right to do so in the future.

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Item 12 **TERRITORY**

Your Location

We must approve the location for your business. To obtain our approval, you must provide all information and documents about the site that we require. If you do not have a location when you sign the franchise agreement, we will specify in your franchise agreement the area in which you must select a location. The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms. We generally do not own your premises.

We will approve or disapprove your proposed site within 30 days after you submit all of our required documents and information. If we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the franchise agreement. Unless we agree to extend the deadline, you will be in default, and we may terminate your franchise agreement. We are not obligated to assist you in conforming the premises of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility.

Grant of Territory

Your franchise agreement will specify a territory, which will be determined by us. Your territory will generally have a territory comprised of a population of approximately 30,000 to 50,000 people or a 3-mile radius around the store, whichever is less, depending on several factors. We may use a lesser population base in urban areas with significant pedestrian traffic. Your territory will generally be delineated by a radius around your location, but we may use geographical boundaries, zip codes, political boundaries, streets, geographical features or trade area, depending on the density and demographics of the population of the area around your store.

Relocation; Establishment of Additional Outlets

You do not have the right to relocate your store, and we have no obligation to approve any request for relocation. Our policy is to approve relocation of a franchisee's store on case-by-case basis, considering factors such as changes in demographics, profitability of your current business, or a loss of your premises due to circumstances beyond your control.

You do not have the right to establish additional franchised outlets unless you sign a Multi-Unit Development Agreement.

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

Territory Protection and Franchisor's Reservation of Rights

In your franchise agreement, we grant you an exclusive territory. In your territory, we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks as an Angry Gene's Pizza outlet. The continuation of your territorial protection does not depend on achieving a certain sales volume, market penetration, or other contingency. There are no circumstances that permit us to modify your territorial rights.

We reserve the right to:

- (i) establish and license others to establish and operate Angry Gene's Pizza stores and businesses outside the Territory, notwithstanding their proximity to the Territory or their impact on the Store;
- (ii) operate and license others to operate businesses anywhere that do not operate under Angry Gene's Pizza Marks; and
- (iii) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than Angry Gene's Pizza stores using our Marks or using trademarks different from the ones you will use under the Franchise Agreement.

We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

Soliciting by You Outside Your Territory

There are no restrictions on you from soliciting or accepting orders from consumers outside of your territory, except that all marketing and advertising is subject to our approval.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operate franchises or have plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement does not prohibit us from doing so.

Multi-Unit Development Agreement

Under the Multi-Unit Development Agreement, a geographic area is designated within which you will develop the multiple Angry Gene's Pizza stores during the term of the Multi-Unit Development Agreement ("Development Area"). The Development Area will be described in the Multi-Unit Development Agreement. The size of the Development Area will vary and will depend on the number of Angry Gene's Pizza store you intend to open, the area or areas within which you want to develop Angry Gene's Pizza stores and our analysis of the market.

Provided that you are in compliance with the Multi-Unit Development Agreement, including the Development Schedule, we will not open and operate, or franchise another party to

open and operate, an Angry Gene's Pizza store using the Marks and the System in the Development Area granted to you. We reserve all rights that we do not grant to you, including the right to establish and license others to establish and operate Angry Gene's Pizza stores and businesses outside the Development Area, notwithstanding their proximity to the Development Area or their impact on the Store; and to operate and license others to operate businesses anywhere that do not operate under Angry Gene's Pizza Marks.

There are no restrictions on us from soliciting or accepting orders from consumers inside your territory. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory using our principal trademarks or using trademarks different from the ones you will use under your franchise agreement. We do not pay any compensation to you for soliciting or accepting orders from inside your territory.

As you develop each Angry Gene's Pizza store under the Multi-Unit Development Agreement, the exclusive territory granted under each Franchise Agreement will be based on our then-current standards for granting exclusive territories, which may differ from standards for exclusive territories granted to franchisees under this Disclosure Document.

Item 13 TRADEMARKS

Principal Trademark

The following is the principal trademark that we license to you. These trademarks are owned by us. The following application is pending on the Principal Register of the United States Patent and Trademark Office as follows:

Trademark	Application Date	Serial Number
ANGRY GENE'S PIZZA	December 21, 2023	98325805

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Since we do not yet have a federal registration of our principal mark, no affidavits have been required to be filed as of the date of this Disclosure Document. However, we intend to file all affidavits when due. Since we do not yet have a federal registration of our principal trademark, we have not yet renewed the registration.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings. or any pending material litigation involving the Marks that is relevant to your ability to use the Marks in

connection with the business. There are no agreements that significantly limit our rights to use or license you to use the Marks in any manner material to the business.

Protection of Rights

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

We are not obligated to defend you (at our expense) against any legal action by a third-party alleging infringement by your use of the trademark or to indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Operations Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Operations Manual and related materials that include guidelines, standards and policies for the development and operation of your store. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the store, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Operations Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Participation

You are not required to participate personally in the direct operation of your business. However, we recommend that you do participate personally in the direct operation of your business.

You must designate one person as your “Principal Executive.” The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business. The Principal Executive must own at least 20% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 3 to the Franchise Agreement).

“On-Premises” Supervision

You are not required to personally conduct “on-premises” supervision of your business. However, we strongly recommend on-premises supervision by you. There is no limit on who you can hire as an on-premises supervisor. The general manager of your business (whether that is you or a hired person) must successfully complete our training program. If the franchise business is owned by an entity, we do not require that the general manager own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager sign a confidentiality and non-compete agreement. We do not require you to place any other restrictions on your manager.

Item 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved and not offer any goods or services we have disapproved.

You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes. We do not restrict your access to customers, except that all sales must be made at or from your store.

Item 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Franchise Agreement (FA): § 3.1 Multi-Unit Development Agreement (MUDA): § 1	10 years from date of franchise agreement. The MUDA expires when a franchise agreement for the last franchise to be developed is signed.

Provision	Section in franchise or other agreement	Summary
b. Renewal or extension of the term	FA: § 3.2 MUDA: none	You may obtain two successor franchise agreement renewals for 5-year terms each.
c. Requirements for franchisee to renew or extend	FA: § 3.2 MUDA: none	<p>For our franchise system, “renewal” means that at the end of your term, you sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract.</p> <p>To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; renovate to our then-current standards; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general release (unless prohibited by applicable law); and pay renewal fee.</p> <p>If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either terminate your operation at any time or deem you to have renewed your agreement for a 5-year term.</p>
d. Termination by franchisee	FA: § 14.1 MUDA: None	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	FA: § 14.2 MUDA: § 5	<p>We may terminate your agreement for cause, subject to any applicable notice and cure opportunity.</p> <p>If you sign a MUDA, termination of your MUDA does not give us the right to terminate your franchise agreement. However, if your franchise agreement is</p>

Provision	Section in franchise or other agreement	Summary
		terminated, we have the right to terminate your MUDA.
g. "Cause" defined--curable defaults	FA: § 14.2 MUDA: none	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).
h. "Cause" defined--non-curable defaults	FA: § 14.2 MUDA: § 5	<p>FA: Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our store inspection; cease operations for more than 5 consecutive days; three defaults in 12 months; cross-termination; charge or conviction of, or plea to a felony, or commission or accusation of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise agreement which by its nature cannot be cured.</p> <p>MUDA: failure to meet development schedule; violation of franchise agreement or other agreement which gives us the right to terminate it.</p>
i. Franchisee's obligations on termination/non-renewal	FA: §§ 14.3 – 14.6 MUDA: none	Pay all amounts due; return Manual and proprietary items; notify phone, internet, and other providers and transfer service; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	FA: § 15.1 MUDA: § 7	Unlimited
k. "Transfer" by franchisee - defined	FA: Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.

Provision	Section in franchise or other agreement	Summary
l. Franchisor's approval of transfer by franchisee	FA: § 15.2 MUDA: § 7	No transfers without our approval. No right to transfer under the MUDA.
m. Conditions for franchisor's approval of transfer	FA: § 15.2 MUDA: none	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; pay transfer fee, buyer completes training program; you sign a general release; store complies with then-current system specifications (including remodel, if applicable).
n. Franchisor's right of first refusal to acquire franchisee's business	FA: § 15.5 MUDA: none	If you want to transfer your business (other than to your co-owner or your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	Not Applicable	
p. Death or disability of franchisee	FA: §§ 2.4, 15.4 MUDA: none	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within nine months.
q. Non-competition covenants during the term of the franchise	FA: § 13.2 MUDA: none	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	FA: § 13.2 MUDA: none	For two years, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor located within twenty-

Provision	Section in franchise or other agreement	Summary
		five miles of your former territory or the territory of any other Angry Gene's Pizza store operating on the date of termination.
s. Modification of the agreement	FA: § 18.4 MUDA: § 7	No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	FA: § 18.3 MUDA: § 7	Only the terms of the agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement (or MUDA) may not be enforceable. However, no claim made in any franchise agreement (or MUDA) is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	FA: § 17.1 MUDA: § 9	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	FA: §§ 17.1; 17.5 MUDA: § 9	Arbitration in Chicago, Illinois (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	FA: § 18.8 MUDA: § 9	Illinois (subject to applicable state law).

For additional disclosures required by certain states, refer to Exhibit H - State Addenda to Disclosure Document

Item 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise.

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

This Item 19 presents the following historical results of 3 affiliate-owned pizza restaurants located in the Chicago metropolitan area that are owned and operated solely by companies affiliated with us. The 3 affiliate-owned restaurants have operated under a different brand, namely Pizza Now, but will be transitioning to the Angry Gene's Pizza brand over time. No affiliate-owned stores have been excluded from this Item 19.

As of the date of this Disclosure Document, we do not have any franchised Angry Gene's stores.

The 3 affiliate-owned stores included in this statement have offered substantially the same products and services that will be offered by new Angry Gene's Pizza franchised businesses, except for the name under which the affiliate-owned units were established and developed. The first store was established in 2005, the second store was established in 2007 and the third store was established in 2011, and all have been operating continuously since establishment.

STATEMENT OF HISTORICAL RESULTS FOR
3 AFFILIATE-OWNED STORES

The 3 affiliate-owned stores included in the 2 tables below were in operation for the full 12 month period of each calendar year shown.

The first table below shows the Gross Sales of the 3 affiliate owned units for the calendar years 2024, 2023, 2022, 2021 and 2020. The second table shows the Gross Sales and certain specified expenses as listed and defined below of the 3 affiliate-owned stores for the calendar year 2024. This does not include all expenses incurred by the affiliate-owned units.

The source of this data is revenue reports prepared internally and actual invoices for food, beverage and paper costs for each individual store. The hourly labor data was obtained from the point of sale system used by each unit. The information has not been audited.

Data is provided for each of the 3 individual units separately and no averages are given so we cannot

specify the number and percent of units that actually attained or surpassed the stated results. The results of each unit stand on its own.

Table #1

Gross Sales of Affiliate-owned stores for the calendar years 2024, 2023, 2022, 2021 and 2020

Affiliate Unit	Gross Sales for 2024	Gross Sales for 2023	Gross Sales for 2022	Gross Sales for 2021	Gross Sales for 2020
West Chicago	\$1,395,267	\$1,363,013	\$1,276,811	\$999,998	\$813,576
Hanover Park	\$935,102	\$873,727	\$783,159	\$647,453	\$504,267
Aurora	\$953,053	\$884,971	\$788,777	\$659,885	\$571,104

Table #2

Gross Sales and Certain Expenses of Affiliate-owned stores for the calendar year 2024

	West Chicago 2024 Dollar Amount	West Chicago 2024 Percentage of Gross Sales	Hanover Park 2024 Dollar Amount	Hanover Park 2024 Percentage of Gross Sales	Aurora 2024 Dollar Amount	Aurora 2024 Percentage of Gross Sale
Gross Sales	\$1,395,267	100%	\$935,102	100%	\$953,053	100%
Food and Beverage Cost	\$459,809	32.95%	\$300,296	32.11%	\$314,855	33.04%
Paper Cost	\$101,237.00	7.26%	\$66,147	7.07%	\$67,373	7.07%
Hourly Labor	\$368,989	26.45%	\$195,667	20.92%	\$242,758	25.47%
Imputed Franchise costs:						
Local Advertising	\$13,953	1%	\$9,351	1%	\$9,530	1%
Marketing Fund contribution	\$13,953	1%	\$9,351	1%	\$9,530	1%
Royalty Fee	\$69,763.35	5%	\$46,755	5%	\$47,653	5%

The terms used in the above tables are defined for purposes of this Item 19 statement of financial performance representation are defined follows:

1. “Gross Sales” are defined as the total revenue received from the sale of goods and services, whether by cash or by check or credit card, less sales tax.
2. “Food and Beverage Cost” includes costs of all food and ingredients and beverages.

3. “Paper Cost” includes pizza boxes, breadsticks bags, chicken wing containers, dipping sauce cups.
4. “Hourly Labor” includes the hourly wages paid to employees. Hourly rates ranged from \$15 for starting wages to \$21 for long-term employees. It does not include any amount for salaried managers. For each of the above locations, the business has been managed by one of its owners. It also does not include any payroll taxes, insurance or any other employee benefits.
5. “Imputed Franchise Costs” are costs that the affiliate-owned stores would incur if they were franchised businesses.
6. “Local Advertising” represents the minimum percentage of Gross Sales (1%) that a franchised Angry Gene’s Pizza business must spend on local advertising expenses under the Franchise Agreement.
7. “Marketing Fund” represents the maximum percentage of Gross Sales (1%) that a franchised Angry Gene’s Pizza business may be required to pay to the Marketing Fund under the Franchise Agreement.
8. “Royalty Fee” represents the percentage of Gross Sales (5%) that a franchised Angry Gene’s Pizza business must pay to us as a royalty under the Franchise Agreement.

You will incur other costs in the operation of the franchised Angry Gene’s Pizza business.

Explanatory Notes

The following should be considered in reviewing and determining whether to rely on these figures.

1) Characteristics of the 3 units in this Item 19 that may differ materially from those of any franchised outlets being offered under this Franchise Disclosure Document include:

- The 3 affiliate-owned restaurants included in this Item 19 have been in business 12 or more years and have an established customer base.
- The affiliate-owned restaurants do not pay royalties or other ongoing fees to us that you will pay to us under the Franchise Agreement. However, as noted in Table #2 above, we have imputed the fees that a franchisee would be required to pay.

2) This financial performance representation does not reflect all costs or expenses that must be deducted from the Gross Sales figures to obtain a net income or profit number resulting from the operation of Angry Gene’s Pizza business.

3) Factors which may cause the annual Gross Sales of an Angry Gene’s Pizza business to vary include but are not necessarily limited to the following:

- * Management, business, and marketing experience of the owners and managers
- * Amount of time owner spends on the day-to-day operation and management of the business
- * Personality and attitude of the owners, managers and employees in dealing with customers

- * Quality of customer service
- * Quality of products prepared
- * Prices charged to customers
- * Location, visibility and accessibility of the unit
- * Demographic factors, including population and household income
- * Local competition
- * Economic conditions
- * Food trends
- * Marketing and promotional efforts
- * Length of time in operation

4) Cost of food, beverages, paper and labor will vary from business to business. Factors which may cause material differences in these costs include but are not necessarily limited to the following:

- * Chosen supplier or distributor of products and pricing
- * Shipping costs
- * Using correct amount of cheese and other toppings
- * Waste
- * Employee food and drink
- * Local prevailing wage rates, including local minimum wage
- * Availability of labor

You should carefully consider the above Explanatory Notes below and other factors in evaluating this information and in making any decision to purchase a franchise.

You should make your own independent investigation into the possible revenue, costs and profit potential of an Angry Gene's Pizza franchised business. You should seek the advice of appropriate financial, business and legal advisors in connection with the use of the information contained in this financial performance representation and in considering what your experience may be in operating an Angry Gene's Pizza franchised business.

The above data reflects the operation of 3 specific affiliate-owned units and should not be considered as the actual or probable results that will be realized by any given franchise.

Some outlets have earned this much. Your individual results may differ. There is no assurance that you will earn as much.

Written substantiation for this statement will be made available to prospective franchisees upon reasonable request.

Other than the preceding financial performance representations, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any financial performance information or projections of your future income, you should

report it to the franchisor's management by contacting Andrew Singer, Pizza Now Worldwide, LLC, 946 N. Neltnor Blvd., #118, West Chicago, IL 60185, the Federal Trade Commission and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For Years 2022 to 2024

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	3	3	0
	2023	3	3	0
	2024	3	3	0
Total Outlets	2022	3	3	0
	2023	3	3	0
	2024	3	3	0

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Total	2022	0
	2023	0
	2024	0

Table 3
Status of Franchised Outlets
For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi- Nations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Totals	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Table 4
Status of Company-Owned Outlets
For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Illinois	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
Totals	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3

Table 5
Projected Openings As Of December 31, 2024

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Illinois	0	1	0
Totals	0	1	0

Current Franchisees

Exhibit G contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit G contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

We have not been franchising for three years or more, and therefore cannot include all financial statements required by the Franchise Rule of the Federal Trade Commission. Exhibit E contains our audited balance sheet as of December 31, 2024 and income statement for the fiscal

year then ended. Exhibit E also contains our unaudited opening balance sheet as of December 31, 2023. Our fiscal year end is December 31.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

- B. Franchise Agreement (with Exhibits)
- C. Multi-Unit Development Agreement
- D. Form of General Release
- I. State Addenda to Agreements

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

The remainder of this page has been left blank intentionally.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Business Oversight Department of Business Oversight 1515 K Street Suite 200 Sacramento, CA 95814-4052 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	New York State Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8236	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex-69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703

EXHIBIT B TO DISCLOSURE DOCUMENT
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE

1. **Franchisee** _____
2. **Initial Franchise Fee** \$30,000 _____
3. **Proposed Area for Location** _____
4. **Store Location** _____
5. **Territory** _____
6. **Opening Deadline** _____
7. **Principal Executive** _____
8. **Franchisee's Address** _____

FRANCHISE AGREEMENT

This Agreement is made between Pizza Now Worldwide, LLC, an Illinois Limited Liability Company (“Franchisor”), and Franchisee.

Background Statement:

A. Franchisor has created and owns a system (the “System”) for developing and operating an Angry Gene’s Pizza.

B. The System includes (1) methods, procedures, and standards for developing and operating an Angry Gene’s Pizza business, (2) plans, specifications, equipment, signage and trade dress for an Angry Gene’s Pizza business, (3) particular products and services, (4) the Marks, (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory and recommended methods of operation as determined by Franchisor from time to time.

C. The parties desire that Franchisor license the Marks and the System to Franchisee for Franchisee to develop and operate one Angry Gene’s Pizza restaurant business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

“Action” means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.

“Approved Vendor” means a supplier, vendor, or distributor of goods or services which has been approved by Franchisor.

“Business” means the Angry Gene’s Pizza restaurant business owned by Franchisee and operated under this Agreement, also referred to herein as the “Store.”

“Competitor” means any business which engages in, owns, is affiliated with or operates a business featuring pizza or similar menu items.

“Confidential Information” means all non-public information of or about the System and any Angry Gene’s Pizza business, including all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

“Effective Date” means the date on which this Agreement has been executed by all parties.

“Gross Sales” means the total dollar amount of all sales generated through the Store for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

“Location” means the location stated on the Summary Page. If no location is stated on the Summary Page, then the Location will be determined in accordance with Section 6.1 of this Agreement.

“Losses” includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys’ fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of Franchisor’s reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

“Manual” means Franchisor’s confidential Brand Standards Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

“Marketing Fund” means the fund established (or which may be established) by Franchisor into which Marketing Fund Contributions are deposited.

“Marks” means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by Franchisor from time to time for use to identify or in connection with Franchisor’s business or associated with Franchisor or its affiliates.

“Owner” means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then “Owner” means Franchisee.

“Remodel” means a refurbishment, renovation, and remodeling of the Location to conform to the building design, exterior facade, trade dress, signage, fixtures, furnishings, equipment, decor, color schemes, presentation of the Marks, and other System Standards in a manner consistent with the image then in effect for a new Angry Gene’s Pizza Store.

“Required Vendor” means a supplier, vendor, or distributor of products or services which Franchisor requires franchisees to use.

“Store” means the restaurant business operated under this Agreement at the Location approved by Franchisor.

“System Standards” means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, design (such as construction, decoration, layout, furniture, fixtures and signs), equipment, inventory, marketing and public relations, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems, and internet access, as well as upgrades, supplements, and modifications thereto), uniforms, and vehicles.

“Territory” means the territory stated on the Summary Page. If no territory is stated on the Summary Page, then the Territory is determined in accordance with Section 6.1 of this Agreement.

“Transfer” means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest in the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. Franchisor grants to Franchisee the right to operate one Angry Gene’s Pizza Store only at the Location. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1 of this Agreement. Franchisee shall develop, open and operate an Angry Gene’s Pizza Store at the Location for the entire term of this Agreement and any renewals thereof.

2.2 Protected Territory. During the term of this Agreement and any renewals thereof, Franchisor agrees not to itself establish, or license or franchise the establishment of, another store within the Territory selling the same or similar goods or services under the same trademarks or service marks as an Angry Gene’s Pizza store. Franchisor retains the right to:

- (i) establish and license others to establish and operate Angry Gene’s Pizza stores and businesses outside the Territory, notwithstanding their proximity to the Territory or their impact on the Store;
- (ii) operate and license others to operate businesses anywhere that do not operate under Angry Gene’s Pizza Marks; and
- (iii) sell and license others to sell products and services in the Territory through channels of distribution (including the internet) other than Angry Gene’s Pizza stores.

2.3 Franchisee Control. Franchisee represents that Exhibit 1 to this Agreement (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner’s interest in Franchisee. If any information on Exhibit 1 changes that does not constitute a Transfer, Franchisee shall notify Franchisor within ten (10) days of such change.

2.4 Principal Executive. Franchisee agrees that the person designated as the “Principal Executive” on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 10% ownership interest in Franchisee. The Principal Executive is not required to serve as a day-to-day general manager of the Business, but the Principal Executive must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to Franchisor’s approval.

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to Franchisor, in the form of Exhibit 3 to this Agreement.

2.6 No Conflict. Franchisee represents to Franchisor that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for ten (10) years.

3.2 Successor Agreement. When the Initial Term of this Agreement expires, Franchisee may enter into two successor franchise agreements for additional periods of five (5) years each (the "Renewal Term"), subject to the following conditions prior to the expiration of the Initial Term and each Renewal Term:

- (i) Franchisee notifies Franchisor of the election to renew between ninety (90) and one hundred eighty (180) days prior to the end of the Initial Term and each Renewal Term;
- (ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with Franchisor and any of its affiliates at the time of election and at the time of renewal;
- (iii) Within a period of time acceptable to Franchisor, Franchisee has made or makes renovations and changes to the Location as Franchisor requires, including without limitation a Remodel, to conform to Franchisor's then-current System Standards;
- (iv) Franchisee and its Owners execute Franchisor's then-current form of franchise agreement and related documents, which may be materially different than this Agreement including, without limitation, higher and different fees, provided however that Franchisee will not pay another initial franchise fee;
- (v) Franchisee and each Owner executes a general release of any and all claims against Franchisor, its affiliates, and their respective owners, officers, directors, agents and employees; and
- (vi) Franchisee pays a Renewal Fee in the amount of Ten Thousand Dollars (\$10,000;00).

ARTICLE 4.

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable.

4.2 Royalty Fee. Franchisee shall pay Franchisor each week a royalty fee (the “Royalty Fee”) equal to five percent (5%) of Gross Sales. The Royalty Fee for any week shall be paid in the immediately following week by the day designated by Franchisor in the Manual or otherwise in writing.

4.3 Marketing Contributions.

(a) **Marketing Fund Contribution.** Franchisee shall pay Franchisor a contribution to the Marketing Fund (the “Marketing Fund Contribution”) of up to one percent (1%) of Franchisee’s Gross Sales for any marketing fund that is in effect at the same time as the Royalty Fee is paid. Franchisor will give Franchisee at least sixty (60) days written notice before increasing or decreasing the percentage of the Marketing Fund Contribution.

(b) **Market Cooperative Contribution.** If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Sales as determined by majority vote of the Market Cooperative.

4.4 Replacement / Additional Training Fee. If Franchisee sends an employee to Franchisor’s training program after opening, Franchisor may charge a training fee of Two Hundred Fifty Dollars (\$250) per day. Franchisee shall be responsible for any of its travel, food and lodging expenses.

4.5 Non-Compliance Fee. Franchisor may charge Franchisee One Thousand Dollars (\$1,000) for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee’s non-payment of a fee owed to Franchisor) which Franchisee fails to cure after thirty (30) days’ notice. Franchisor may also charge Franchisee for its costs incurred if in the exercise of its discretion it determines that travel to Franchisee’s location is appropriate. This fee is a reasonable estimate of Franchisor’s internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee’s breach. The non-compliance fee is in addition to all of Franchisor’s other rights and remedies (including default and termination under Section 14.2 of this Agreement).

4.6 Curing Non-Compliance. Franchisor may in its sole discretion cure any instance of non-compliance by Franchisee with a requirement of this Agreement and Franchisee shall pay Franchisor’s cost incurred in curing the non-compliance and an administrative fee of ten percent (10%) of such costs.

4.7 Special Inspection Fee. Franchisor may charge its reasonable out-of-pocket expenses incurred if Franchisor inspects the Location because of a government report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.

4.8 Reimbursement. Franchisor may, but has no obligation to, pay on Franchisee’s behalf any amount that Franchisee owes to a supplier or other third party. If Franchisor does so or intends to do so, Franchisee shall pay the amount paid by Franchisor plus a ten percent (10%) administrative charge to Franchisor within fifteen (15) days after invoice by Franchisor accompanied by reasonable documentation.

4.9 Payment for Products , Supplies and other items supplied by Franchisor. Franchisee shall pay Franchisor or its affiliate for any products, supplies or other items supplied to Franchisee, according to the terms and conditions of the invoices for same.

4.10 Technology Fee. Franchisee must pay Franchisor a technology fee in an amount determined by us from time to time, not to exceed Five Hundred Dollars (\$500.00) per month. Franchisor has the right to determine how and for what purposes the technology fees will be used, which may include covering Franchisor's costs or paying fees to third party providers for technology development, maintenance, and usage for the franchise system. The Technology Fee will be paid monthly as provided in Paragraph 4.11. below. Franchisor will give Franchisee at least sixty (60) days prior notice before it begins charging the technology fee or before increasing or decreasing the amount of the technology fee.

4.11 Method of Payment and Reporting.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Marketing Fund Contribution, and any other amounts owed to Franchisor by pre-authorized bank draft or in such other manner as Franchisor may require. Franchisee shall comply with Franchisor's payment instructions. If Franchisor elects to have payments made by pre-authorized bank draft, Franchisee shall execute the authorization attached to this Agreement as Exhibit 4.

(b) Calculation of Fees. Each week, on a day designated by Franchisor, Franchisee shall report to Franchisor, its Gross Sales from the previous week. If Franchisee fails to report weekly Gross Sales, then Franchisor may withdraw estimated Royalty Fees and Marketing Fund Contributions equal to One Hundred twenty-Five percent (125%) of the last Gross Sales reported to Franchisor. The parties will true-up the actual fees after Franchisee reports Gross Sales. Franchisee acknowledges that Franchisor has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment by the due date, Franchisee shall pay a late fee of One Hundred Dollar (\$100) plus interest on the unpaid amount at a rate equal to eighteen percent (18%) per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. Franchisor may charge Thirty Dollars (\$30) for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by Franchisor (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(f) Application. Franchisor may apply any payment received from Franchisee to any obligation and in any order as Franchisor may reasonably determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to Franchisor any fees or amounts described in this Agreement are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

ARTICLE 5. FRANCHISOR'S ASSISTANCE

5.1 Pre-Opening Assistance

Franchisor agrees to provide the following assistance to Franchise before Franchise commences operation of the Business:

- (a) Location. Franchisor shall provide Franchisee with its criteria for Angry Gene's Pizza locations and review information provided by Franchisee regarding proposed location(s) for the Business and approve or disapprove the Location in accordance with Section 6.1 of this Agreement; provided however, that Franchisee acknowledges that Franchisor's approval of a location is not any way to be construed as guaranty of the performance of the Business at that location;
- (b) Territory. Franchisor shall designate a Territory for the franchise in accordance with Section 6.1 of this Agreement.
- (c) Pre-Opening Plans, Specifications, and Vendors. Provide Franchisee with a plan for the Franchisee's office with (i) Franchisor's sample set of standard building plans or specifications for a recommended floor plans; (ii) the applicable System Standards, (iii) other specifications as Franchisor deems appropriate, including without limitation specifications regarding inventory, equipment, computer system, any required vehicles for use in the Business, supplies and materials, and (iv) Franchisor's lists of Approved Vendors and/or Required Vendors.
- (d) Certain Other Specifications. Make available to Franchisee, Franchisor's specifications and approved suppliers for signs, fixtures, equipment, inventory, computer system, and supplies;
- (e) Employees. Provide Franchisee with suggested staffing and operational instructions in the Manual or otherwise in writing for training Franchisee's employees; provided however that Franchisee acknowledges that all hiring decisions, terms and conditions of employment and training of Franchisees employees, remain the sole responsibility of Franchise.
- (f) Manual. Provide Franchisee with access to, or a copy of, Franchisor's Manual;
- (g) Training. Make available an initial training program for Franchisee's Principal Executive and a reasonable number of additional persons, at Franchisor's headquarters and/or at another location designated by Franchisor at no fee for this training; provided however, that Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses.
- (i) Business Plan. Upon Franchisee's reasonable request, review and provide advice regarding Franchisee's business plan and any financial projections; provided however, that franchisee acknowledges that Franchisor bears no responsibility for the performance of the Business and that the performance of the Franchisee will depend on many factors beyond Franchisor's control including without limitation Franchisee's business acumen;

(j) Market Introduction Plan. Advise Franchisee regarding the planning and execution of Franchisee's market introduction plan, including without limitation any grand opening of the Business;

(k) On-site Opening Assistance. Send at least one representative to Franchisee's location to assist with Franchisee's opening of the Business.

5.2 Post-Opening Assistance.

Franchisor agrees to provide the following assistance to Franchise after Franchise commences operation of the Business:

(a) Advice, Consulting, and Support. If Franchisee requests, Franchisor will provide advice to Franchisee regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent Franchisor deems reasonable. If Franchisor provides in-person support in response to Franchisee's request, Franchisor may charge up to Two Hundred Fifty Dollars (\$250.00) per day for such support plus any out-of-pocket expenses such as travel, lodging, and meals for employees providing onsite support;

(b) Procedures. Franchisor will provide Franchisee with Franchisor's recommended administrative, bookkeeping, accounting, and inventory control procedures. Franchisor may make any such procedures part of required System Standards;

(c) Marketing. Franchisor shall manage the Marketing Fund;

(d) Internet. Franchisor may maintain a website for the Angry Gene's Pizza brand, which will include Franchisee's location or territory and telephone number.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Determining Location and Territory. If the Location and Territory are not stated on the Summary Page:

(i) Franchisee shall find a potential Location within the Proposed Area for Location described on the Summary Page. Franchisee shall submit its proposed Location to Franchisor for acceptance, with all related information Franchisor may request. If Franchisor does not accept the proposed Location in writing within thirty (30) days, then the site will be deemed rejected.

(ii) When Franchisor accepts the Location, it will issue a Location Acceptance Letter in the form of Exhibit 2 to this Agreement which will set forth the Location and Territory. Franchisor shall determine and assign Franchisee the Territory in its good faith discretion.

(iii) Franchisor's advice regarding a site or the acceptance of a site is not a representation or warranty that the Business will be successful, and Franchisor shall not be liable to Franchisee with respect to the location of the Store.

6.2 Lease. For any lease between Franchisee and the landlord of the Location, Franchisee shall:

- (i) upon Franchisor's request, submit the proposed lease to Franchisor for written approval,
- (ii) have the term of the lease provide for a period of not less than the Initial Term of this Agreement or any Renewal Term, and,
- (iii) use commercially reasonable efforts to obtain the landlord's signature to the conditional assignment of the lease substantially in the form required by Franchisor as shown on Exhibit 5 to this Agreement.

6.3 Development. Franchisee shall construct (or remodel) and finish the Location in conformity with Franchisor's System Standards. If required by Franchisor, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining Franchisor's approval of Franchisee's plans. Franchisor may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by Franchisor or its representatives regarding any architectural, engineering, or legal matters (including without limitation the Americans With Disabilities Act) in the development and construction of the Store and Franchisor shall not have any liability with respect thereto. Franchisor's inspection and/or approval to open the Store is not a representation or a warranty that the Store has been constructed in accordance with any architectural, engineering, or legal standards.

6.4 New Franchisee Training. Franchisee's Principal Executive and general manager must complete Franchisor's training program for new franchisees to Franchisor's satisfaction by the time designated by Franchisor before opening the Store.

6.5 Conditions to Opening. Franchisee shall notify Franchisor at least twenty (20) days before Franchisee intends to open the Store to the public. Before opening, Franchisee must satisfy all of the following conditions:

- (i) Franchisee is in compliance with this Agreement,
- (ii) Franchisee has obtained all applicable governmental permits and authorizations,
- (iii) the Store conforms to all applicable System Standards,
- (iv) Franchisor has inspected and approved the Store,
- (v) Franchisee's officers and employees have completed all of Franchisor's required pre-opening training; and
- (vi) Franchisor has given its written approval to open, which approval will not be unreasonably withheld or delayed.

6.6 Opening Date. Franchisee shall open the Store to the public on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all System Standards.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws and regulations. Franchisee and the Store shall obtain and keep in force all governmental permits and licenses required for the Store.

7.3 Products, Services, and Methods of Sale. Franchisee shall offer all products and services, and only those products and services, as from time to time prescribed by Franchisor in the Manual or otherwise in writing, including without limitation products supplied by Franchisor or its affiliate or designated supplier. Franchisee shall make sales only to retail customers, and only at the Location. Unless otherwise approved or required by Franchisor, Franchisee shall not, without Franchisor's written approval, make sales by any other means, including without limitation by wholesale, by delivery, by mail order or over the internet, or at temporary or satellite locations.

7.4 Prices. Franchisee shall generally determine its own prices; provided however, that, to the extent permitted by applicable law, Franchisee shall honor any customer loyalty programs and promotions implemented by Franchisor and any maximum prices and minimum discounts for any given product or service established by Franchisor.

7.5 Personnel.

(a) Management. Franchisee's Store must at all times be under the on-site supervision of the Principal Executive or a general manager who has completed Franchisor's training program.

(b) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(c) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual.

(d) Qualifications. Franchisor may provide suggested qualifications for categories of employees employed by Franchisee.

(e) Sole Responsibility. Franchisee is solely responsible for the terms and conditions of employment of all of its personnel, including recruiting, hiring, discipline, firing, training, work hours and scheduling, supervising, compensation and benefits, and work rules. Franchisee is solely responsible for all actions of its personnel. Franchisee and Franchisor are not joint employers, and no employee of Franchisee will be deemed to be an agent or employee of Franchisor. Within seven days of Franchisor's request, Franchisee and each of its employees will sign an acknowledgment form stating that only Franchisee, and not Franchisor, is the employee's sole employer. Franchisee will notify and communicate clearly with its employees in all dealings that Franchisee (and only Franchisee) is their employer and that Franchisor is not their employer. Franchisee will use its entity name on all documents with its employees and independent contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent

contractor agreements, employment handbooks, and employment policies and procedures and Franchisee will not use the Marks on any of these documents.

(f) **Legal Requirements.** Franchisee shall comply with any state workers compensation law, any state unemployment compensation benefit law or regulation, or any other federal, state or local employment and employee benefit law or regulation, and shall establish employer accounts as required by application federal and/or state law.

7.6 Post-Opening Training. Franchisor may at any time require that the Principal Executive and/or any other employees to complete training programs, in any format and in any location determined by Franchisor. Franchisor may charge a reasonable fee for any training programs. Franchisor may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all related travel, living and other expenses.

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1 of this Agreement, Franchisee shall acquire and use all software and related systems required by Franchisor. Franchisee shall enter into any subscription and support agreements that Franchisor may require. Franchisee shall upgrade, update, or replace any software from time to time as Franchisor may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give Franchisor unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by Franchisor.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. Franchisor may take any action it deems appropriate to resolve a customer complaint regarding the Business, and Franchisor may require Franchisee to reimburse Franchisor for any expenses incurred thereby.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by Franchisor for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, including without limitation a customer feedback system, customer survey programs, and mystery shopping. Franchisor shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by Franchisor for such programs. Franchisor may set minimum scores that Franchisee must receive from the public on social media and internet review sites such as Yelp or Google.

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by Franchisor (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by Franchisor. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in

any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by Franchisor, in the manner specified by Franchisor in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another Angry Gene's Pizza business. Franchisee shall comply with all procedures and specifications of Franchisor related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.12 Maintenance and Repair. Franchisee shall at all times keep the Store in a neat and clean condition, perform all appropriate maintenance, and keep all physical property in good repair. In addition, Franchisee shall promptly perform all work on the physical property of the Store as Franchisor may prescribe from time to time, including but not limited to periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn-out signage, floor coverings, furnishings, equipment and décor. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, and repair.

7.13 Remodeling. In addition to Franchisee's obligations to comply with all System Standards in effect from time to time, Franchisor may require Franchisee to undertake and complete a Remodel of the Location to Franchisor's satisfaction. Franchisee must complete the Remodel in the time frame specified by Franchisor. Franchisor may require the Franchisee to submit plans for Franchisor's reasonable approval prior to commencing a required Remodel. Franchisor's right to require a Remodel is limited as follows: (i) the Remodel will not be required in the first two or last two years of the term, except that a Remodel may be required as a condition to renewal of the term or a Transfer, and (ii) a Remodel will not be required more than once every five years from the date on which Franchisee was required to complete the prior Remodel.

7.14 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone conference calls) that Franchisor requires, including any national or regional brand conventions.

7.15 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by Franchisor in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

- (i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Store, for full repair and replacement value subject to a reasonable deductible;
- (ii) Business interruption insurance covering at least 12 months of income;
- (iii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than \$1,000,000 single limit per occurrence and \$2,000,000 aggregate limit;

- (iv) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than \$1,000,000; and
- (v) Workers Compensation coverage as required by the laws of the state where the Store is located.

(b) Except for workers compensation insurance, Franchisee's policies shall (1) list Franchisor and its affiliates as an additional insured, (2) include a waiver of subrogation in favor of Franchisor and its affiliates, (3) be primary and non-contributing with any insurance carried by Franchisor or its affiliates, and (4) stipulate that Franchisor shall receive thirty (30) days' prior written notice of cancellation.

(c) Franchisee shall provide Certificates of Insurance evidencing the required coverage to Franchisor prior to opening and upon annual renewal of the insurance coverage, as well as at any time upon request of Franchisor.

7.16 Payments to Third Parties. Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

7.17 Public Relations. Without Franchisor's prior written approval, which will not be unreasonably withheld, Franchisee shall not make any public statements, including without limitation interviews or issuing press releases, regarding Franchisor, the Store or Business, or any particular incident or occurrence related to the Store or Business.

7.18 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization, or (ii) act in support of any such organization, without Franchisor's prior written approval, which will not be unreasonably withheld.

7.19 No Other Activity Associated with the Business. Franchisee shall not engage in any business or other activity at the Location other than operation of the Angry Gene's Pizza Store. Franchisee shall not use assets of the Store for any purpose other than the Store. If Franchisee is an entity, the entity shall not own or operate any other business except the Angry Gene's Pizza businesses.

7.20 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Store without the prior written approval of Franchisor, which will not be unreasonably withheld.

7.21 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by Franchisor. Franchisee must display at the Store signage prescribed by Franchisor identifying the Location as an independently owned franchise.

7.22 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply

with any code of ethics or statement of values from Franchisor. Franchisee shall not take any action which may injure the goodwill associated with the Marks.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all products and services required by Franchisor from time to time in accordance with System Standards. Franchisor may require Franchisee to purchase or lease any products from Franchisor's designee, Required Vendors, Approved Vendors, and under Franchisor's specifications. Franchisor may periodically change any such requirement or change the status of any vendor. Any such requirement or change by Franchisor shall be made effective by insertion into the Manual, System Standards or otherwise by written notice to Franchisee.

8.2 Alternate Vendor Approval. If Franchisor requires Franchisee to purchase a particular product or service only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the product or service from a different vendor, then Franchisee shall submit a written request to Franchisor for approval and any information, specifications and/or samples requested by Franchisor. Franchisor may condition its approval on such criteria as Franchisor deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Franchisor will provide Franchisee with written notice of the approval or disapproval of any proposed new vendor within thirty (30) days after receipt of Franchisee's request. Franchisor has the right to charge Franchisee a reasonable non-refundable fee to cover Franchisor's costs incurred in making such determination.

8.3 Alternate Product or Service Approval. If Franchisor requires Franchisee to purchase a particular Product or service, and Franchisee desires to purchase an alternate Product or service, Franchisee must submit a written request for approval and any information, specifications and/or samples requested by Franchisor. Franchisor will provide Franchisee with written notification of the approval or disapproval of any proposed alternate Product or service within thirty (30) days after receipt of Franchisee's request.

8.4 Purchasing. Franchisor may negotiate prices and terms with vendors on behalf of the System. Franchisor may receive rebates, payments or other consideration from vendors in connection with purchases by franchisees. Franchisor has the right, but not the obligation, to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor and impose a reasonable markup or charge for administering the payment. Franchisor may implement a centralized purchasing system. Franchisor may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as Franchisor may determine.

8.5 No Liability of Franchisor. Franchisor shall not be liable to Franchisee for any claim or loss related to any product provided or service performed by any Approved Vendor or Required Vendor, including without limitation defects, delays, or unavailability of products or services.

8.6 Product Recalls. If Franchisor or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Store issues a recall of such item or otherwise notifies Franchisee that such

item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from Franchisor or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, or replacement of such item.

ARTICLE 9. MARKETING

9.1 Approval and Implementation. Franchisee shall not conduct any marketing, advertising, or public relations activities, including without limitation, marketing materials, websites, online advertising, social media marketing or presence, and sponsorships, which have not been approved by Franchisor. Franchisor may, but is not obligated to, operate all “social media” accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, include any social media policy that Franchisor may prescribe. Franchisee shall implement any social media and marketing plans, or campaigns as determined by Franchisor. If Franchisor permits Franchisee to operate its own social media accounts, Franchisee shall obtain Franchisor’s prior approval for any and all social media postings or content relating or referring to the Store or the Marks, or in any way associated with the Store or the Marks.

9.2 Use by Franchisor. Franchisor may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to Franchisor for such purpose.

9.3 Marketing Fund. Franchisor may establish a Marketing Fund to promote the System on a local, regional, national, and/or international level. If Franchisor has established a Marketing Fund:

(a) Separate Account. Franchisor shall hold the Marketing Fund Contributions from all franchisees in one or more bank accounts separate from Franchisor’s other accounts.

(b) Use. Franchisor shall use the Marketing Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level), and related overhead. The foregoing includes such activities and expenses as Franchisor reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Marketing Fund (including the compensation of Franchisor’s employees working on marketing and for accounting, bookkeeping, reporting, legal and other expenses related to the Marketing Fund).

(c) Discretion. Franchisee agrees that expenditures from the Marketing Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Marketing Fund will be spent at Franchisor’s sole discretion, and Franchisor is not a fiduciary with respect to the Marketing Fund.

(d) Contribution by Other Outlets. Franchisor is not obligated to (i) have all other Angry Gene’s Pizza stores (whether owned by other franchisees or by Franchisor or its affiliates)

contribute to the Marketing Fund, or (ii) have other Angry Gene's Pizza stores contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. Franchisor may accumulate funds in the Marketing Fund and carry the balance over to subsequent years. If the Marketing Fund operates at a deficit or requires additional funds at any time, Franchisor may loan such funds to the Marketing Fund on reasonable terms.

(f) Financial Statement. Franchisor will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close Franchisor's fiscal year and will provide the financial statement to Franchisee upon request.

9.4 Market Cooperatives. Franchisor may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Location has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Location is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within thirty (30) days. Franchisor shall not require Franchisee to be a member of more than one Market Cooperative. If Franchisor establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner and shall commence operations on a date determined by Franchisor. Franchisor may require the Market Cooperative to adopt bylaws or regulations prepared by Franchisor. Unless otherwise specified by Franchisor, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. Franchisor will be entitled to attend and participate in any meeting of a Market Cooperative. Any Franchisor business owned by Franchisor in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Store owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, Franchisor may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing standardized promotional materials for use by the members in local advertising and promotions, all of which are subject to Franchisor's approval.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of Franchisor pursuant to Section 9.1 of this Agreement. Franchisor may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and provided Franchisor or its affiliates have a majority vote, not more than 3% of Gross Sales.

(e) Enforcement. Only Franchisor will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. Franchisor may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Marketing Fund.

9.5 Local Advertising and Marketing. Franchisee shall spend a minimum of one percent (1%) of Gross Sales each month on marketing the Store. Upon request of Franchisor, Franchisee shall furnish proof of its compliance with this Section. Franchisor has the sole discretion to determine what activities constitute “marketing” under this Section. Franchisor may, in its discretion, determine that if Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee’s required spending under this Section 9.5.

9.6 Market Introduction Plan. Franchisee must develop a market introduction plan and obtain Franchisor’s approval of the market introduction plan at least thirty (30) days before the projected opening date of the Store. Franchisee must spend a minimum of Two Thousand Dollars (\$2,000.00) around the time of opening to implement the market introduction plan. At Franchisor’s request, Franchisee shall provide to Franchisor evidence of the market introduction plan expenditures within thirty (30) days of the completion of the plan.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as Franchisor may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as Franchisor may require in the Manual or otherwise in writing, including:

- (i) a monthly profit and loss statement and balance sheet for the Business within thirty (30) days after the end of each calendar month;
- (ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within ninety (90) days after the end of Franchisor’s fiscal year; and
- (iii) any information Franchisor requests in order to prepare a financial performance representation for Franchisor’s franchise disclosure document.

(b) Legal Actions and Investigations. Franchisee shall promptly notify Franchisor of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as Franchisor may request.

(c) **Government Inspections.** Franchisee shall give Franchisor copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Store, within three days of Franchisee's receipt thereof.

(d) **Other Information.** Franchisee shall submit to Franchisor such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that Franchisor may reasonably request.

10.3 Initial Investment Report. Within one hundred twenty (120) days after opening for business, Franchisee shall submit to Franchisor a report detailing Franchisee's investment costs to develop and open the Store, with costs allocated to the categories listed in Item 7 of Franchisor's Franchise Disclosure Document and with such other information as Franchisor may request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Store, with supporting documents, including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices, for at least three years. Franchisee shall keep such other business records as Franchisor may specify in the Manual or otherwise in writing.

10.5 Records Audit. Franchisor may examine and audit all books and records related to the Store, and supporting documentation, at any reasonable time. Franchisor may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by Franchisor. Franchisee shall reimburse Franchisor for all costs and expenses of the examination or audit if (i) Franchisor conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by three percent (3%) or more during any four-week period.

ARTICLE 11. FRANCHISOR'S RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by Franchisor. Franchisor may supplement, revise, or modify the Manual, and Franchisor may change, add or delete System Standards at any time in its discretion. Franchisor may inform Franchisee thereof by any method that Franchisor deems appropriate. Such notice need not qualify as "notice" under Section 18.9 of this Agreement. In the event of any dispute as to the contents of the Manual, Franchisor's master copy will control.

11.2 Inspections. Franchisor may enter the premises of the Store from time to time during normal business hours and conduct an inspection. Franchisee shall cooperate Franchisor's inspectors. The inspection may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. Franchisor may videotape and/or take photographs of the inspection and the Store. Franchisor may set a minimum score requirement for inspections, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting Franchisor's other rights

under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an inspection. If Franchisor conducts an inspection because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee, including following up a previous failed inspection, then Franchisor may charge an inspection fee equal to Five Hundred Dollars (\$500.00), plus all out-of-pocket expenses to Franchisee.

11.3 Franchisor's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, Franchisor may, but shall not be obligated to, take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse Franchisor for its costs and expenses. Including without limitation, the allocation of any internal costs, for such action, plus a ten percent (10%) administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, Franchisor may (i) require that Franchisee pay cash on delivery for products or services supplied by Franchisor, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by Franchisor shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of Franchisor are in addition to any other right or remedy available to Franchisor.

11.5 Store Data. All customer data and other non-public data generated by the Store is Confidential Information and is exclusively owned by Franchisor. Franchisor hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Store for the term of this Agreement and any renewals thereof.

11.6 Innovations. Franchisee shall disclose to Franchisor all ideas, plans, improvements, concepts, methods and techniques relating to the Store (collectively, "Innovations") conceived or developed by Franchisee, its employees, agents or contractors. Franchisor will automatically own all Innovations, and it will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by Franchisor to document Franchisor's ownership of Innovations.

11.7 Communication Systems. If Franchisor provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes Franchisor to access such communications.

11.8 Delegation. Franchisor may delegate any duty or obligation of Franchisor under this Agreement to an affiliate or to a third party.

11.9 System Variations. Franchisor may vary or waive any System Standard for any one or more of Franchisor franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.10 Temporary Public Safety Closure. If Franchisor discovers or becomes aware of any aspect of the Store which, in Franchisor's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon notice from Franchisor, Franchisee must temporarily cease operations of the Store and remedy the dangerous condition. Franchisor shall not be liable to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall not use any trademarks, service marks or logos in connection with the Store other than the Marks. Franchisee shall use all Marks specified by Franchisor only in the manner designated by Franchisor. Franchisee has no rights in the Marks other than the right to use them in the operation of the Store in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Store and Business, shall inure to the exclusive benefit of Franchisor.

12.2 Change of Marks. Franchisor may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after Franchisor makes any such change, Franchisee must comply with the change at Franchisee's sole expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, Franchisor may but is not obligated to defend Franchisee against any Action by a third-party alleging infringement by Franchisee's use of a Mark, or to indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify Franchisor if Franchisee becomes aware of any possible infringement of a Mark by a third party. Franchisor may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. Franchisor shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by Franchisor for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Store; (c) not use any such information in any other business or in any manner not specifically authorized in writing by Franchisor, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by Franchisor (except for Confidential Information which Franchisor licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the “Restricted Parties or “Restricted Party”) shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason or, where applicable, for two years after a Transfer, no Restricted Party shall directly or indirectly operate, have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor which is located at the premises upon which the Angry Gene’s Pizza is or was located or is located or within a twenty-five (25) mile radius of the Franchisee’s location or any other Angry Gene’s Pizza location, whether owned by Franchisor or another Franchisee. Franchisee expressly agrees that the two-year period and the twenty-five (25) mile radius are the reasonable and necessary time and distance needed to protect Franchisor if this Agreement expires or is terminated for any reason. Franchisee agrees that the two-year time period of the non-competition provision shall not accrue during any time period that Franchise or any Restricted Party is in violation of this covenant. If this Agreement is terminated before the Territory is determined, then the area of non-competition will the Proposed Area for Location and the territory of any other Angry Gene’s Pizza business operating on the date of termination.

I Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any arbitrator or court, then the parties intend that the arbitrator or court modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Franchisor. Franchisee agrees that the existence of any claim it may have against Franchisor shall not constitute a defense to the enforcement by Franchisor of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 General Manager and Key Employees. If requested by Franchisor, and subject to applicable law, Franchisee will cause its general manager and other employees having access to Franchisor’s Confidential Information to sign Franchisor’s then-current form of confidentiality and non-compete agreement.

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if Franchisor violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within thirty (30) days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective ten (10) days after Franchisor receives written notice of termination.

14.2 Termination by Franchisor.

(a) Termination Subject to 10-Day Cure Period. Franchisor may terminate this Agreement if Franchisee does not make any payment to Franchisor when due, or if Franchisee has insufficient funds in its account when Franchisor attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within ten (10) days after Franchisor gives notice to Franchisee of such breach.

(b) Termination Subject to 30-Day Cure Period. Franchisor may terminate this Agreement if Franchisee breaches this Agreement in any manner not described in subsection (a) or (c) of this Section 14.2, and Franchisee fails to cure such breach to Franchisor's satisfaction within thirty (30) days after Franchisor notifies Franchisee of the breach.

I Termination Without Cure Period. Franchisor may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

- (i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or makes any misrepresentation in this Agreement;
- (ii) Franchisee knowingly submits any false report or knowingly provides any other false information to Franchisor;
- (iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for thirty (30) days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within forty-five (45) days, or Franchisee is adjudicated as bankrupt;
- (iv) Franchisee fails to open the Store for business by the date specified on the Summary Page after ten (10) days' notice from Franchisor;
- (v) Franchisee loses possession of the Location;
- (vi) Franchisee or any Owner commits a material violation of Section 7.2 of this Agreement (compliance with laws) or Section 13.1 of this Agreement (confidentiality), violates Section 13.2 of this Agreement (non-compete) or Article 15 of this Agreement (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;
- (vii) Franchisee abandons the Store or ceases operation of the Store for more than five (5) consecutive days;
- (viii) Franchisee or any Owner slanders or libels Franchisor or any of its employees, directors, or officers;

- (ix) Franchisee refuses to cooperate with or permit any audit or inspection by Franchisor or its agents or contractors, or otherwise fails to comply with Sections 10.5 or 11.2 of this Agreement;
- (x) the Store is operated in a manner which, in Franchisor's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within forty-eight (48) hours after becoming aware of the danger, whether as a result of notice from Franchisor or otherwise;
- (xi) Franchisee has received two or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;
- (xii) Franchisor or any Franchisor affiliate terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee or its affiliate; provided however, that termination of a Multi-Unit Development Agreement with Franchisee or its affiliate shall not automatically give Franchisor the right to terminate this Agreement;
- (xiii) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or
- (xiv) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in Franchisor's opinion is reasonably likely to materially and unfavorably affect the Angry Gene's Pizza brand.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

- (i) pay all amounts owed to Franchisor;
- (ii) return to Franchisor all copies of the Manual, Confidential Information and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the Store, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;
- (iii) notify the telephone, internet, email, electronic network, directory, and listing entities of the termination or expiration of Franchisee's right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks, and authorize their transfer to Franchisor or any new franchisee as may be directed by Franchisor, and Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing; and

(iv) cease doing business under any of the Marks.

14.4 Remove Identification. Within thirty (30) days after termination or expiration of this Agreement, Franchisee shall at its own expense “de-identify” the Location so that it no longer contains the Marks, signage, or any trade dress of or associated with an Angry Gene’s Pizza store or business, to the reasonable satisfaction of Franchisor. Franchisee shall comply with any reasonable instructions and procedures of Franchisor for de-identification. If Franchisee fails to do so within thirty (30) days after this Agreement expires or is terminated, Franchisor may enter the Location to remove the Marks and de-identify the Location. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by Franchisor.

14.5 Liquidated Damages. If Franchisor terminates this Agreement based upon Franchisee’s default or if Franchisee purports to terminate this agreement for any reason not specified in Section 14.1 of this Agreement, then within ten (10) days thereafter Franchisee shall pay to Franchisor a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average Royalty Fees and Marketing Fund Contributions that Franchisee owed to Franchisor under this Agreement for the 52-week period preceding the date on which Franchisee ceased operating the Store; multiplied by (y) the lesser of (i) 104 or (ii) the number of weeks remaining in the then-current term of this Agreement. If Franchisee had not operated the Store for at least 52 weeks, then (x) will equal the average Royalty Fees and Marketing Fund Contributions that Franchisee owed to Franchisor during the period that Franchisee operated the Store. The “average Royalty Fees and Marketing Fund Contributions that Franchisee owed to Franchisor” shall not be discounted or adjusted due to any deferred or reduced Royalty Fees and Marketing Fund Contributions set forth in an addendum to this Agreement unless this Section 14.5 of this Agreement is specifically amended in such addendum. Franchisee acknowledges that a precise calculation of the full extent Franchisor’s damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee’s payment to Franchisor under this Section 14.5 will be in lieu of any direct monetary damages that Franchisor may incur as a result of Franchisor’s loss of Royalty Fees and Marketing Fund Contributions that would have been owed to Franchisor after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Sections 14.3 and 14.4 of this Agreement, Franchisor’s right to injunctive relief for enforcement of Article 13 of this Agreement, and any attorneys’ fees and other costs and expenses to which Franchisor is entitled under this Agreement. Except as provided in this Section, Franchisee’s payment of this lump sum shall be in addition to any other right or remedy that Franchisor may have under this Agreement or otherwise.

14.6 Purchase Option. When this Agreement expires or is terminated, Franchisor has the right but not the obligation to purchase any or all of the assets related to the Store, and/or to require Franchisee to assign its lease or sublease to Franchisor. To exercise this option, Franchisor must notify Franchisee no later than thirty (30) days after this Agreement expires or is terminated. The purchase price for all assets that Franchisor elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee’s last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within thirty (30) days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. Franchisor’s purchase will be of assets only (free and clear of all liens), and the purchase will not include any

liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or “going concern” value for the Business. Franchisor may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by the Franchisor. If Franchisor exercises the purchase option, Franchisor may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee’s portion of the cost of any appraisal conducted hereunder; and (c) amounts paid or to be paid by Franchisor to cure defaults under Franchisee’s lease and/or amounts owed by Franchisee to third parties. If any of the assets are subject to a lien, Franchisor may pay a portion of the purchase price directly to the lienholder to pay off such lien. Franchisor may withhold twenty-five percent (25%) of the purchase price for ninety (90) days to ensure that all of Franchisee’s taxes and other liabilities are paid. Franchisor may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By Franchisor. Upon notice to Franchisee, Franchisor may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and Franchisor may undergo a change in ownership or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that Franchisor entered into this Agreement in reliance on Franchisee’s business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not Transfer this Agreement without obtaining Franchisor’s prior written consent, which shall not be unreasonably withheld provided that certain conditions of Transfer are satisfied, including, without limitation, the following:

- (i) Franchisor receives a transfer fee equal to Ten Thousand Dollars (\$10,000) plus any broker fees and other out-of-pocket costs incurred by Franchisor;
- (ii) the proposed assignee and its owners have completed Franchisor’s franchise application processes, meet Franchisor’s then-applicable standards for new franchisees, and have been approved by Franchisor as franchisees;
- (iii) the proposed assignee is not a Competitor;
- (iv) the proposed assignee executes Franchisor’s then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the proposed assignee will not be required to pay an initial franchise fee);
- (v) all owners of the proposed assignee provide a guaranty in accordance with Section 2.5 of this Agreement;
- (vi) Franchisee has paid all monetary obligations to Franchisor and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to Franchisor or its affiliates;

- (vii) the proposed assignee and its owners and employees undergo such training as Franchisor may require;
- (viii) Franchisee, its Owners, and the transferee and its owners execute a general release of Franchisor in a form satisfactory to Franchisor; and
- (ix) the Store fully complies with all of Franchisor's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least fifteen (15) days' notice to Franchisor, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3 of this Agreement; (2) Franchisee provides copies of the entity's charter documents, by-laws or operating agreement and similar documents, as may be requested by Franchisor, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5 of this Agreement.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by Franchisor (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity. Such transfer must comply with Section 15.2 of this Agreement.

15.5 Franchisor's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3 of this Agreement, to a co-Owner, or to a spouse, sibling, or child of an Owner), Franchisor will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to Franchisor a copy of the terms and conditions of any Transfer. For a period of thirty (30) days from the date of Franchisor's receipt of such copy, Franchisor will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that Franchisor may substitute cash for any other form of payment). If Franchisor does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend, with counsel reasonably acceptable to Franchisor, Franchisor, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees")

against all Losses in any Action by or against Franchisor and/or any Indemnitee arising directly or indirectly related to, or alleged to arise out of, the operation of the Business. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in full force and effect and shall survive any termination or expiration of this Agreement.

16.2 Assumption. An Indemnitee may elect to assume the defense of any Action subject to this indemnification, and control all aspects of defending the Action, including negotiations and settlement, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsection (c) and (d), any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation and including any question of arbitrability) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where Franchisor's headquarters are located.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Intellectual Property Claims. A claim involving an alleged infringement of any of Franchisor's intellectual property rights may be brought in a court authorized to hear such claims under Section 17.5 of this Agreement without first proceeding in arbitration.

(e) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for Franchisor to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, Franchisor and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

17.3 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by one party related to non-payment under this Agreement by the other party, (ii) for indemnification under Article 16 of this Agreement, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.5 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that any such legal proceeding will be brought in the United States District Court where Franchisor's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of appropriate jurisdiction in the state and county where Franchisor's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. Franchisor is not a fiduciary of Franchisee. Franchisor does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect Franchisor's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. Franchisor has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity other than Franchisee and Franchisor.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior discussions, negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by Pizza Now Worldwide, LLC, in its Franchise Disclosure Document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit Franchisor's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any

right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Illinois (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Illinois law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to Franchisor, addressed to Chief Executive Officer, Pizza Now Worldwide, LLC, 946 N. Neltnor Blvd., #118, West Chicago, IL 60185. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices will be effective upon receipt (or first rejection) and must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notwithstanding the foregoing, Franchisor may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication.

18.10 Holdover. If Franchisee continues operating the Store after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2 of this Agreement, then at any time (regardless of any course of dealing by the parties), Franchisor may by giving written notice to Franchisee (the "Holdover Notice") either (i) require Franchisee to cease operating the Store and comply with all post-closing obligations effective immediately upon giving notice or effective on such other date as Franchisor specifies, or (ii) bind Franchisee to a renewal term of 5 years, and deem Franchisee and its Owners to have made the general release of liability described in Section 3.2(vi) of this Agreement.

18.11 Joint and Several Liability. If two or more people sign this Agreement as "Franchisee," each will have joint and several liability.

18.12 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by Franchisor does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and Franchisor.

ARTICLE 19. CERTIFICATION OF FRANCHISOR'S COMPLIANCE

By signing this Agreement, Franchisee acknowledges the following:

- (1) Franchisee understands all the information in Franchisor's Disclosure Document.
- (2) Franchisee understands the success or failure of the Business will depend in large part upon Franchisee's skills, abilities and efforts and those of the persons Franchisee employs, as well as many factors beyond Franchisee's control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms, and the marketplace.
- (3) That no person acting on Franchisor's behalf made any statement or promise regarding the costs involved in operating an Angry Gene's Pizza franchise that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.
- (4) That no person acting on Franchisor's behalf made any claim or representation to Franchisee, orally, visually, or in writing, that contradicted the information in the Disclosure Document.
- (5) That no person acting on Franchisor's behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money Franchisee may earn, or the total amount of revenue an Angry Gene's Pizza franchise will generate, that is not in the Disclosure Document or that is contrary to, or different from, the information in the Disclosure Document.
- (6) That no person acting on Franchisor's behalf made any statement or promise or agreement, other than those matters addressed in this Agreement, concerning advertising, marketing, media support, market penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Disclosure Document.
- (7) Franchisee understands that this Agreement contains the entire agreement between Franchisor and Franchisee concerning the Angry Gene's Pizza franchise, which means that any oral or written statements not set out in this Agreement will not be binding. In deciding to enter into this Agreement, Franchisee is not relying on any statement, promise, claim, or representation not expressly set forth in this Agreement or in the Disclosure Document.

[Signatures on next page]

Agreed to by:

FRANCHISOR:
Pizza Now Worldwide, LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:

[if an individual:]

Name: _____
Date: _____

[if an entity:]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1 TO THE
ANGRY GENE'S PIZZA FRANCHISE AGREEMENT

OWNERSHIP INFORMATION

1. **Form of Ownership.** Franchisee is a (check one):

Sole Proprietorship
 Partnership
 Limited Liability Company
 Corporation

State: _____

2. **Owners.** If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. **Officers.** If Franchisee is a limited liability company or corporation:

Name	Title

EXHIBIT 2 TO THE
ANGRY GENE'S PIZZA FRANCHISE AGREEMENT

LOCATION ACCEPTANCE LETTER

To: _____

This Location Acceptance Letter is issued by Pizza Now Worldwide, LLC for your Angry Gene's Pizza franchise in accordance with Section 6.1 of the Franchise Agreement.

1. The Location of the Store is:

2. The Territory of the Store is:

Pizza Now Worldwide, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 3 TO THE
ANGRY GENE'S PIZZA FRANCHISE AGREEMENT

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this “Guaranty”) is executed by the undersigned person(s) (each, a “Guarantor”) in favor of Pizza Now Worldwide, LLC, an Illinois Limited Liability Company (“Franchisor”).

Background Statement: _____ (“Franchisee”) desires to enter into a Franchise Agreement with Franchisor for the franchise of an Angry Gene’s Pizza business (the “Franchise Agreement;” capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce Franchisor to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to Franchisor and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to Franchisor, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and Franchisor upon demand from Franchisor. Guarantor waives (a) acceptance and notice of acceptance by Franchisor of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that Franchisor make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by Franchisor for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the or the Store; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term

of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by Franchisor or its affiliates (except for Confidential Information which Franchisor licenses from another person or entity). Guarantor acknowledges that all customer data generated or obtained by Guarantor is Confidential Information belonging to Franchisor. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor located within twenty-five (25) miles of Franchisee's Territory or the territory of any other Angry Gene's Pizza business operating on the date of termination or transfer, as applicable. If the Franchise Agreement is terminated before the Territory is determined, then the area of non-competition will be the Proposed Area for Location and the territory of any other Angry Gene's Pizza business operating on the date of termination.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of Franchisor. Guarantor agrees that the existence of any claim it or Franchisee may have against Franchisor shall not constitute a defense to the enforcement by Franchisor of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Modification. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which Franchisor may from time-to-time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Illinois (without giving effect to its principles of conflicts of law). The parties agree that any Illinois law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 5. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to Franchisor all costs incurred by Franchisor (including reasonable attorney

fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

Name: _____

Address: _____

Date: _____

Name: _____

Address: _____

Date: _____

Name: _____

Address: _____

Date: _____

EXHIBIT 4 TO THE
ANGRY GENE'S PIZZA FRANCHISE AGREEMENT

ACH PAYMENT AGREEMENT

ACCOUNT NAME: _____

CUSTOMER NUMBER: _____

FRANCHISE NAME: _____

AUTHORIZATION AGREEMENT FOR ACH Payments:

(I/we) do hereby authorize Pizza Now Worldwide, LLC, an Illinois Limited Liability Company, (hereinafter "Franchisor") to initiate (debit or credit) entries to (my/our) (Checking Account / Savings Account) as indicated and named below as the depository financial institution, hereafter named FINANCIAL INSTITUTION pursuant to the terms of the Franchise Agreement by and between us and the Franchisor.

(I/we) acknowledge that the origination of ACH transactions to my (my/our) account must comply with the provisions of U.S. law. Furthermore, if any such debit(s) should be returned NSF, (I/we) authorize the Franchisor to collect such debit(s) by electronic debit and subsequently collect a returned debit NSF fee of \$75 per item by electronic debit from my account identified below. In the event all funds and interests are not received by Franchisor within 15 days from presentment and intended withdrawal from our account by Franchisor, then we will be deemed in default of the Franchise Agreement. We further agree to pay all reasonable costs of collection including but not limited to reasonable attorney's fees and court costs incurred by Franchisor. I am a duly authorized check signer on the financial institution account identified below and authorize all of the above as evidenced by my signature below.

CHECK (ACH) INFORMATION ROUTING NUMBER:

ACCOUNT NUMBER: _____

DEPOSITORY NAME: _____

BRANCH: _____

CITY: _____ STATE: _____ ZIP: _____

COMPANY NAME: _____

FIRST NAME/LAST NAME: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____

CUSTOMER NUMBER: _____

SIGNATURE ON FILE: _____

PHONE OR EMAIL APPROVAL AUTHORIZATION NUMBER: _____

FRANCHISEE: _____

By: _____

Name: _____

Title: _____
Date: _____

EXHIBIT 5 TO THE
ANGRY GENE'S PIZZA FRANCHISE AGREEMENT

RIDER TO LEASE AGREEMENT

Landlord: _____

Notice Address: _____

Telephone: _____

Franchisor: Pizza Now Worldwide, LLC

Notice Address:

946 N. Neltnor Blvd., #118
West Chicago, IL 60185

Telephone: _____

Tenant: _____

Leased Premises: _____

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of an Angry Gene's Pizza business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default ("Default") given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within ten (10) days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Proprietor shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant's Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord within fifteen (15) days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the Angry Gene's Pizza brand. Any provision of the

Lease which limits Tenant's right to own or operate other Angry Gene's Pizza outlets in proximity to the Leased Premises shall not apply to Franchisor.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant's business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols, provided that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by such removal.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

Executed by:

LANDLORD:

By: _____
Name: _____
Title: _____
Date: _____

TENANT:

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISOR:

Pizza Now Worldwide, LLC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C TO DISCLOSURE DOCUMENT
MULTI-UNIT DEVELOPMENT AGREEMENT

MULTI-UNIT DEVELOPMENT AGREEMENT

This Multi-Unit Development Agreement (this “MUDA”) is made between Pizza Now Worldwide, LLC, an Illinois Limited Liability Company (“Franchisor”) and _____, a _____ (“Developer”) on _____, _____, 20____ the (“Effective Date”).

Background Statement: On the same day as they executed this MUDA, Franchisor and Developer have entered into a Franchise Agreement for the franchise of an Angry Gene’s Pizza Store (the “Franchise Agreement;” capitalized terms used but not defined in this MUDA have the meanings given in the Franchise Agreement). Franchisor and Franchisee desire that Franchisee open multiple Angry Gene’s Pizza stores.

1. Grant. We hereby grant to you, pursuant to the terms and conditions of this Agreement, the right to obtain licenses, subject to the terms of this Agreement, to establish and operate Angry Gene’s Pizza stores within the geographic area described below:

[INSERT DESCRIPTION OF DEVELOPMENT AREA]

("Development Area"). Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement shall expire on the date you sign a Franchise Agreement for the last franchise to be developed under this Agreement.

2. Protected Territory. During the term of this Agreement and as long as Developer is in compliance with this MUDA, including the Development Schedule, Franchisor agrees not to itself establish, or license or franchise the establishment of, another store within the Development Area selling the same or similar goods or services under the same trademarks or service marks as an Angry Gene’s Pizza store. Franchisor retains the right to:

- (i) establish and license others to establish and operate Angry Gene’s Pizza stores and businesses outside the Development Area, notwithstanding their proximity to the Development Area or their impact on the Store;
- (ii) operate and license others to operate businesses anywhere that do not operate under Angry Gene’s Pizza Marks; and
- (iii) sell and license others to sell products and services in the Development Area through channels of distribution (including the internet) other than Angry Gene’s Pizza stores.

3. Multi-Unit Commitment.

(a) Development Schedule; Fee. Developer shall develop and open Angry Gene’s Pizza stores on the following schedule:

Franchise #	Deadline for Opening	Total stores to be Open and Operating on Deadline	Initial Franchise Fee
1		1	\$ _____
2		2	\$ _____
3		3	\$ _____
4		4	\$ _____
5		5	\$ _____
Total Development Fee:			

(b) **Payment.** Upon execution of this MUDA, Developer shall pay a Development Fee equal to the total Initial Franchise Fees that will be due and payable to Franchisor under the above Development Schedule. The Development Fee is non-refundable.

4. Form of Agreement. For the first location, Developer and Franchisor have executed the Franchise Agreement simultaneously with this MUDA. For each additional franchise, Developer shall execute Franchisor's then-current standard form of franchise agreement no later than three (3) business days after Developer leases or acquires a location for the franchise. This MUDA does not give Developer the right to construct, open, or operate an Angry Gene's Pizza store, and Developer acknowledges that Developer may construct, open, and operate each Angry Gene's Pizza store only pursuant to a separate franchise agreement executed pursuant to this MUDA for each Angry Gene's Pizza store.

5. Default and Termination. Franchisor may terminate this MUDA by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

- (i) Franchisee fails to satisfy the development schedule; or
- (ii) Franchisor has the right to terminate any franchise agreement between Franchisor and Franchisee (or any affiliate thereof) due to Franchisee's default thereunder (whether or not Franchisor actually terminates such franchise agreement).

6. Limitation of Liability. Developer's commitment to develop Angry Gene's Pizza stores is in the nature of an option only. If Franchisor terminates this MUDA for Developer's default, Developer shall not be liable to Franchisor for lost future revenues or profits from the unopened Angry Gene's Pizza stores. However, Developer shall not be entitled to the return or all or any portion of the Development Fee.

7. Assignment.

- (a) This Agreement is fully assignable by us and will inure to the benefit of any assignee or

other legal successor to the interest of the Franchisor herein.

(b) Developer acknowledges that the rights granted under this MUDA are personal to Developer and that Franchisor granted them in reliance upon the qualifications of Developer and its owners. Developer and its Owners shall not, directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this MUDA or in Developer to any third party, and nothing in this Agreement shall be construed as granting Developer the right to do so. Any purported assignment, sale or transfer by Developer or its Owners shall be null and void and shall constitute a material default hereunder. Any such purported assignment or transfer occurring by operation of law or otherwise, including any assignment by or to any trustee in bankruptcy, shall be a material default of this MUDA. Developer has represented and hereby represents to Franchisor that Developer is entering into this MUDA with the intention of complying with its terms and conditions through the term of this MUDA and not for the purpose of resale of the developmental rights hereunder.

8. Conditions. Franchisee's right to develop each Angry Gene's Pizza franchise after the first franchise is subject to the following:

- (i) Franchisee must possess sufficient financial and organizational capacity to develop, open, operate, and manage each additional Angry Gene's Pizza store in the reasonable judgment of Franchisor, and
- (ii) Franchisee must be in full compliance with all brand requirements at its operating Angry Gene's Pizza Store(s), and not in default under any Franchise Agreement or any other agreement with Franchisor.

9. Dispute Resolution; Miscellaneous. The laws of the State of Illinois (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Illinois law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 7. Franchisee shall not Transfer this MUDA without the prior written consent of Franchisor, and any Transfer without Franchisor's prior written consent shall be void. The provisions of Article 17 (Dispute Resolution) and Article 18 (Miscellaneous) of the Franchise Agreement apply to and are incorporated into this MUDA as if fully set forth herein.

10. Entire Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior discussions, negotiations and representations. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in Franchisor's Franchise Disclosure Document, its exhibits and amendments.

[Signatures on Next Page]

Agreed to by:

FRANCHISOR:

Pizza Now Worldwide, LLC

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER:

[if an individual:]

Name: _____

[if an entity:]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D TO DISCLOSURE DOCUMENT

FORM OF GENERAL RELEASE

[This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.]

This General Release (“Release”) is executed by the undersigned (“Releasor”) in favor of Pizza Now Worldwide, LLC, an Illinois Limited Liability Company (“Franchisor”).

Background Statement: *[describe circumstances of Release]*

Releasor agrees as follows:

- 1. Release.** Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the “Releasing Parties”)) hereby releases Franchisor its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the “Released Parties”) from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, “Claims”).
- 2. Covenant Not to Sue.** Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of crossclaim, defense, or counterclaim, against any Released Party with respect to any Claim.
- 3. Representations and Acknowledgments.** Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor’s choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.
- 4. Miscellaneous.** If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that Franchisor reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof. This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Agreed to by:

Name: _____
Date: _____

EXHIBIT E TO DISCLOURE DOCUMENT

FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

PIZZA NOW WORLDWIDE, LLC

Balance Sheet as of December 31, 2023

TOGETHER WITH INDEPENDENT ACCOUNTANT REVIEW REPORT

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INDEPENDENT ACCOUNTANT REVIEW REPORT

To the Management of PIZZA NOW WORLDWIDE, LLC

We have reviewed the accompanying financial statements of PIZZA NOW WORLDWIDE, LLC (the "Company"), which comprise the balance sheet as of December 31, 2023, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's (owners') financial data and making inquiries of company management (owners). A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of PIZZA NOW WORLDWIDE, LLC (the "Company") and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our reviews.

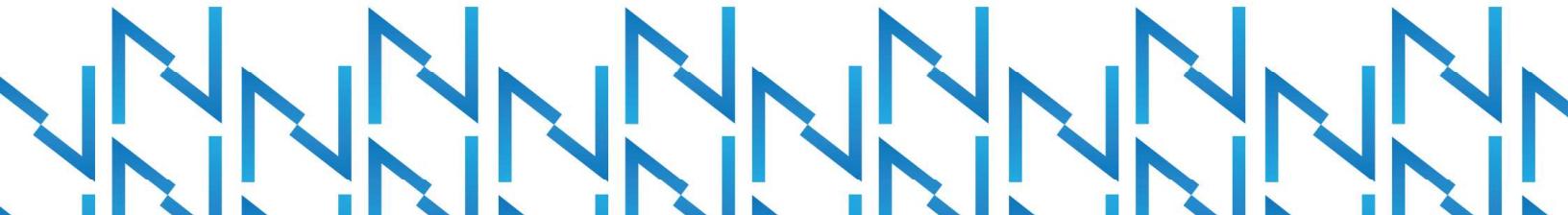
Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.



Omar Alnuaimi, CPA

Naperville, IL
January 25, 2024



PIZZA NOW WORLDWIDE, LLC
BALANCE SHEET
AS OF DECEMBER 31, 2023

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 10,450
TOTAL CURRENT ASSETS	<u>10,450</u>

NON-CURRENT ASSETS

TOTAL NON-CURRENT ASSETS	-
TOTAL ASSETS	<u>10,450</u>

LIABILITIES AND OWNER'S EQUITY

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES	-
TOTAL LIABILITIES	-

NON-CURRENT LIABILITIES

TOTAL NON-CURRENT LIABILITIES	-
TOTAL LIABILITIES	-

OWNER'S EQUITY

Retained Earnings (Deficit)	10,450
TOTAL SHAREHOLDERS' EQUITY	<u>10,450</u>
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	<u>\$ 10,450</u>

See Independent Accountant's Review Report and accompanying notes, which are an integral part of these financial statements.

PIZZA NOW WORLDWIDE, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE A – ORGANIZATION AND NATURE OF ACTIVITIES

PIZZA NOW WORLDWIDE, LLC (the “Company”) was incorporated under the laws of the State of Illinois for the purpose of offering franchise opportunities to entrepreneurs who want to own their own ‘Angry Gene’s Pizza’ location, as a franchise.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”). As a result, the Company records revenue when earned and expenses when incurred. The Company has adopted the calendar year as its basis of reporting.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and the disclosures of contingent assets and liabilities and other items, as well as the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and any cash equivalents include all cash balances, and highly liquid investments with maturities of three months or less when purchased.

Revenue Recognition

Revenues are primarily derived from franchise fees (one-time and recurring monthly fees). In accordance with Accounting Standards Codification (ASC) Topic 606, Revenue will be recognized when persuasive evidence of an arrangement exists, delivery has occurred, or services have been rendered, the seller’s price to the buyer is fixed or determinable, and collectability is reasonably assured. The determination of whether fees are fixed or determinable and collection is reasonably assured involves the use of assumptions. Arrangement terms and customer information are evaluated to ensure that these criteria are met prior to recognition of revenue.

Specifically for franchisors, The Financial Accounting Standards Board (FASB) has issued an Accounting Standards Update (ASU) to ASC 606, Franchisors—‘Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient’ in 2022 which provides a new practical expedient that permits private company franchisors to account for preopening services provided to a franchisee as distinct from the franchise license if the services are consistent with those included in a predefined list within the guidance. The Company has elected to adopt this new standard.

PIZZA NOW WORLDWIDE, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont.)

Unearned Revenue

The Company's primarily performance obligation under the franchise agreement mainly includes granting certain rights to access the Company's intellectual property and a variety of activities relating to opening a franchise unit, including initial training and other such activities commonly referred to collectively as "pre-opening activities", which are recognized as a single performance obligation. The Company expects that certain pre-opening activities provided to the franchisee will not be brand specific and will provide the franchisee with relevant general business information that is separate and distinct from the operation of a company-branded franchise unit. The portion of pre-opening activities that will be provided that is not brand specific is expected to be distinct as it will provide a benefit to the franchisee and is expected not to be highly interrelated or interdependent to the access of the Company's intellectual property, and therefore will be accounted for as a separate distinct performance obligation. All other pre-opening activities are expected to be highly interrelated and interdependent to the access of the Company's intellectual property and therefore will be accounted for as a single performance obligation, which is satisfied by granting certain rights to access the Company's intellectual property over the term of each franchise agreement.

The Company estimates the stand-alone selling price of pre-opening activities using an adjusted market assessment approach. The Company will first allocate the initial franchise fees and the fixed consideration, under the franchise agreement to the standalone selling price of the training services that are not brand specific and the residual, if any, to the right to access the Company's intellectual property. Consideration allocated to pre-opening activities, which are not brand specific are recognized ratably as those services are rendered. Consideration allocated to pre-opening activities included under Accounting Standards Update (ASU) to ASC 606, Franchisors—"Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient" is recognized when the related services have been rendered.

The remaining franchisee fee not allocated to pre-opening activities are recorded as Unearned Revenue and will be recognized over the term of the franchise agreement.

Income Taxes

The Company, with the consent of its shareholders, has elected to be an S-Corporation (for tax purposes). In lieu of corporate income taxes, the shareholder(s) of an S-Corporation is taxed based on its proportionate share of The Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Commitments and Contingencies

The Company may be subject to pending legal proceedings and regulatory actions in the ordinary course of business. The results of such proceedings cannot be predicted with certainty, but the Company does not anticipate that the final outcome, if any, arising out of any such matter will have a material adverse effect on its business, financial condition or results of operations. As of December 31, 2023, the Company has not reported any lawsuit or known plans of litigation by or against the Company.

PIZZA NOW WORLDWIDE, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE C – CONCENTRATIONS OF RISK

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents. The Company places its cash and any cash equivalents with a limited number of high-quality financial institutions and do not exceed the amount of insurance provided on such deposits.

NOTE D – SUBSEQUENT EVENTS

Management has evaluated subsequent events through January 25, 2024, the date on which the financial statements were available to be issued. Management has determined that none of the events occurring after the date of the balance sheet through the date of Management's review substantially affect the amounts and disclosure of the accompanying financial statements.

EXHIBIT F TO DISCLOSURE DOCUMENT
OPERATIONS MANUAL TABLE OF CONTENTS

Angry Gene's Pizza
Franchise Brand Standards Manual
Table of Contents

Section	Number of Pages (Including <i>Cover Pages and Table of Contents Pages</i>)
Introduction	26
Establishing the Business	48
Personnel	53
Administrative Procedures	20
Daily Procedures	26
Marketing	21
Total Number of Pages	194

EXHIBIT G TO DISCLOSURE DOCUMENT
CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets:

None

Note: We did not have any multi-unit developers at the close of our last fiscal year.

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

None

EXHIBIT H TO DISCLOSURE DOCUMENT

STATE ADDENDA TO DISCLOSURE DOCUMENT

Some administrators of franchise regulations states may require us to enter into an addendum to the Disclosure Document and/or the Franchise Agreement describing certain state laws or regulations which may supersede the Disclosure Document or Franchise Agreement. If you are registered in a registration state which requires an addendum to the Disclosure Document, it will be found in this exhibit.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the “Act”), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Act provides that any provision in a franchise agreement that designates jurisdiction of venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

Payment of the Initial Franchise Fee will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial condition.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT I

STATE ADDENDA TO AGREEMENTS

Some administrators of franchise regulations states may require us to enter into an addendum to the Disclosure Document and/or the Franchise Agreement describing certain state laws or regulations which may supersede the Disclosure Document or Franchise Agreement. If you are registered in a registration state which requires an addendum to the Franchise Agreement, it will be found in this exhibit.

ILLINOIS ADDENDUM TO FRANCHISE AND MULTI-UNIT DEVELOPMENT AGREEMENT

This Rider amends the Franchise and Multi-Unit Development Agreement dated _____ (the “Agreement”), between Pizza Now Worldwide, LLC, an Illinois Limited Liability Company (“Franchisor”) and _____, a _____ (“Franchisee”).

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “Illinois Act” means the Illinois Franchise Disclosure Act of 1987.

2. Governing Law and Jurisdiction. Notwithstanding any provision of the Agreement to the contrary, the Agreement is governed by Illinois law. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois, except for matters which the Agreement provides will be resolved by arbitration.

3. Limitation of Claims. No action can be maintained to enforce any liability created by the Illinois Act unless brought before the expiration of 3 years from the act or transaction constituting the violation upon which it is based, the expiration of 1 year after Franchisee become aware of facts or circumstances reasonably indicating that Franchisee may have a claim for relief in respect to conduct governed by the Illinois Act, or 90 days after delivery to the Franchisee of a written notice disclosing the violation, whichever shall first expire.

4. Waivers Void. Notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

5. Termination and Non-Renewal. Your right upon Termination and Non-Renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

6. Payment of the Initial Franchise Fee and Development Fee will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor’s financial condition.

7. Article 19 of the Franchise Agreement is hereby deleted in its entirety.

8. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. Effective Date. This Rider is effective as of the Effective Date of the Franchise Agreement.

Agreed to by:

FRANCHISOR:

Pizza Now Worldwide, LLC

By: _____

Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Not registered
Hawaii	Not registered
Illinois	Pending
Indiana	Not registered
Maryland	Not registered
Michigan	Not registered
Minnesota	Not registered
New York	Not registered
North Dakota	Not registered
Rhode Island	Not registered
South Dakota	Not registered
Virginia	Not registered
Washington	Not registered
Wisconsin	Not registered

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Pizza Now Worldwide, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Pizza Now Worldwide, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Andrew Singer	946 N. Neltnor Blvd., #118, West Chicago, IL 60185	(630) 484-6165
Stephen Singer	946 N. Neltnor Blvd., #118, West Chicago, IL 60185	(630) 484-6165
Daniel Singer	946 N. Neltnor Blvd., #118, West Chicago, IL 60185	(630) 484-6165

Any additional franchise sellers involved in offering and selling the franchise to you are listed below (with address and telephone number), or will be provided to you separately before you sign a franchise agreement and listed below: _____

Issuance Date: April 29, 2025

I received a disclosure document dated April 29, 2025, that included the following Exhibits:

- A. State Administrators and Agents for Service of Process
- B. Franchise Agreement (with Exhibits)
- C. Multi-Unit Development Agreement
- D. Form of General Release
- E. Financial Statements
- F. Operations Manual Table of Contents
- G. Current and Former Franchisees
- H. Addenda to Disclosure Document
- I. State Addenda to Agreements

Signature: _____

Print Name: _____

Date Received: _____

Keep This Copy For Your Records

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Pizza Now Worldwide, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

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- G. Current and Former Franchisees
- H. State Addenda to Disclosure Document
- I. State Addenda to Agreements

Signature: _____

Print Name: _____

Date Received: _____

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