FRANCHISE DISCLOSURE DOCUMENT

Dippin' Dots Franchising, L.L.C.
An Oklahoma Limited Liability Company
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Dippin' Dots Franchising, L.L.C. ("DDF," "we," or "us") offers you the opportunity to operate a Dippin' Dots® franchised business through one of the models outlined in Item 1 of this Disclosure Document. The total investment necessary to begin operations as a Dippin' Dots® Territory franchisee will range from $138,949 to $398,650. This includes $103,699 to $135,150 that must be paid to our affiliates or us. The total investment necessary to begin operations as a Dippin' Dots® Store Only franchisee will range from $112,949 to $344,150. This includes $83,699 to $115,150 that must be paid to our affiliates or us. The total investment necessary to begin operations as a Dippin' Dots® Distribution franchisee will range from $79,349 to $193,750. This includes $47,999 to $75,250 that must be paid to our affiliates or us.

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 payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no government 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, contact our director of administration, Stephen C. Heisner, at (270) 575-6990- or by writing to him at Dippin' Dots Franchising, L.L.C., 910 South 5th Street, Paducah, KY 42003.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. If possible, 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, 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 16, 2026

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 6 and Exhibit 7.
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 8 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 Dippin' Dots® 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 a Dippin' Dots® franchisee?	Item 20 or Exhibit 6 and Exhibit 7 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 1 and 2.

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 arbitration and/or litigation only in Oklahoma. Out-of-state arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate, or litigate with the franchisor in Oklahoma than in your own state.

2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

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.

DIPPIN' DOTS FRANCHISING, L.L.C.
FRANCHISE DISCLOSURE DOCUMENT

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ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

Dippin' Dots Franchising, L.L.C. ("DDF," "we," or "us") offers the franchises described in this Disclosure Document. "You" means the person (or business entity and its owners) that buys the franchise.

DDF was originally organized as a Kentucky corporation on March 30, 1999 under the name Dippin' Dots Franchising, Inc. On May 18, 2012, Dippin' Dots Franchising, Inc. was converted to a Kentucky limited liability company named Dippin' Dots Franchising, L.L.C. ("DDF Kentucky"). On November 21, 2012, DDF Kentucky merged with and into an Oklahoma entity formed on November 20, 2012 with the same name converting the entity to an Oklahoma limited liability company. All references in this Disclosure Document to DDF refer to DDF since its inception in 1999.

We conduct our business under the trade name "Dippin' Dots®". Our principal business address is 910 South 5th Street, Paducah, Kentucky 42003. We offer franchises to sell Dippin' Dots® branded ice cream, frozen yogurt, sherbet and ice products at a fixed store or kiosk location and at events and in other retail locations within a set territory (each, a "Franchised Business"). We are not engaged in any other line of business.

Exhibit 2 to this Disclosure Document identifies the agents for service of process we have appointed in certain states.

Parent and Affiliates

On May 18, 2012, Dippin' Dots Holdings, L.L.C. ("DDH") acquired all of the stock of Dippin' Dots Franchising, Inc. from Curt D. Jones and Fischer Ventures. DDH is an Oklahoma limited liability company that was formed on April 9, 2012. We are owned 100% by DDH. DDH has no obligations to franchisees and does not provide any services to franchisees.

On June 21, 2022, J & J Snack Foods Corp. ("J&J"), indirectly through a wholly owned subsidiary, DD Acquisition Holdings, LLC ("DDA"), purchased all of the issued and outstanding equity securities of DDH and became our ultimate parent. J&J is incorporated in the State of New Jersey, and its principal place of business is 350 Fellowship Road, Mount Laurel, NJ 08054. DDA is organized in the State of Delaware, and its principal place of business is also 350 Fellowship Road, Mount Laurel, NJ 08054. Neither J&J nor DDA provides any products or services to our franchisees. Neither J&J nor DDA offers or sells any franchises.

DDF's affiliate is Dippin' Dots, L.L.C., an Oklahoma limited liability company ("DDL"). DDL, which is also a wholly owned subsidiary of DDH, purchased substantially all of the assets of Dippin' Dots, Inc. ("DDI"), including the Dippin' Dots® trademark and other related marks (the "Marks") out of bankruptcy on May 18, 2012. Currently, DDL owns the Dippin' Dots® trademarks and manufactures Dippin' Dots® ice cream, frozen yogurt, sherbet and ice products, and has licensed us the right to use all of its Marks in connection with our franchising activities. DDL's principal business address is 5101 Charter Drive, Paducah, Kentucky 42001. DDL has never offered franchises for this or any other lines of business. DDL provides products and services to our franchisees.

Our affiliate, The ICEE Company ("ICEE"), is an approved supplier of certain ICEE® and Slush Puppie® products to our franchisees. ICEE was formed on September 16, 1987. Its principal place of

business is 265 Mason Road, La Vergne, TN 37086. ICEE does not and has not offered franchises in any line of business.

Doc Popcorn® Franchises

In June of 2014, DDL organized its wholly owned subsidiary and our affiliate, Doc Popcorn, L.L.C., an Oklahoma limited liability company ("DP"), for the purpose of acquiring all of the assets related to the Doc Popcorn® branded franchise system ("Doc Popcorn Business") owned by Doc Popcorn Franchising, Inc., a Colorado corporation, and its affiliates. DP completed the acquisition of the Doc Popcorn Business on July 1, 2014. Since 2003, the Doc Popcorn Business has offered and sold fresh, flavored popcorn made from Doc Popcorn® proprietary flavored blends in proprietary packaging along with soft drinks, bottled water and other approved products. The predecessors of the Doc Popcorn Business have offered and sold Doc Popcorn® franchises since 2009.

Shortly after DP's acquisition of all the assets of the Doc Popcorn Business, we organized a wholly owned subsidiary named Doc Popcorn Franchising, L.L.C., an Oklahoma limited liability company ("DPF"), for which DP granted to DPF an exclusive license to sublicense and sell trademarks, concepts, and goodwill of the Doc Popcorn Business to franchisees. DPF began offering and selling Doc Popcorn® franchises in July of 2014. DP and DPF's principal business address is 910 South 5th Street, Paducah, Kentucky 42003.

We do not offer and are not offering the sale of Doc Popcorn® franchises. Our affiliates, including DPF, do not offer any franchises other than the Doc Popcorn® franchises. DPF does not provide products or services to our franchisees, except for co-franchisees described immediately below.

We and DPF each offer co-branded franchise opportunities that are comprised of both Dippin' Dots® Franchises and Doc Popcorn Franchises. Co-franchisees will receive a franchise disclosure document from each of us and DPF and be required to execute a franchise agreement with us for their Dippin' Dots® Franchise and with DPF for their Doc Popcorn Franchise.

Description of the Dippin' Dots® Franchised Business

This Disclosure Document describes our franchise program, which is a franchise to sell Dippin' Dots® branded novelty frozen ice cream, yogurt, sherbet and ice products in one of the following models:

1. The "Territory" franchise will grant you the right to operate at the following locations within your territory: (i) one retail store or kiosk at an approved location within your territory for in-person sales and catering to customers (additional stores may be added for an additional fee and subject to our approval), (ii) an unlimited amount of fairs, festivals, and similar events within your territory (subject to our approval for each instance), and (iii) an unlimited number of vending machines and stand-alone freezers placed within other retail locations within your territory (subject to our approval for each instance). We will not place another Distribution franchise in your territory if you purchase a Territory franchise.

2. The "Store Only" franchise will grant you the right to operate at one retail store or kiosk at an approved location within your territory for in-person sales and catering to customers within your territory (additional stores may be added for an additional fee and subject to our approval).

3. The "Distribution" franchise will grant you the right to operate an unlimited number of vending machines and stand-alone freezers placed within other retail locations within your territory (subject to our approval for each instance) and to fulfill catering orders for customers in your territory.

The Territory franchise, Store Only franchise, and Distribution franchise shall collectively be referred to as the Franchised Businesses and individually as a Franchised Business.

You will sell Dippin' Dots® products and services to the general public. Customers will include individuals of all ages, especially from the ages of 8 to 18. It is anticipated that you will experience an increase in sales during the warmer months and a decrease in sales during the colder months. The most pronounced seasonal sales variations can be expected in geographic areas where there are significant seasonal temperature variations. These seasonal variations can be significant and may cause your Franchised Business to operate at a loss in colder months.

Prior Experience

We offer, sell, service and support Dippin' Dots® Franchised Businesses. We license the right to use the Marks from our affiliate, DDL, and DDL has granted us the exclusive right to sublicense the Marks to franchisees as part of the Dippin' Dots® franchise system.

We began selling Dippin' Dots® franchises in 1999. We have never sold any other franchises. We began operating Dippin' Dots® retail stores in 1999 with the opening of our Paducah, Kentucky store. This location ceased to operate in December 2018.

Competition

The market for products sold by our franchisees is developed. There are a large number of potential competitors that sell ice cream and similar frozen dessert products, including national, regional and local supermarkets, specialty ice cream stores, fast food operations and other retail establishments. Competitors will include other retail ice cream stores and food stores offering similar products and services, some of which may be located within the same shopping mall or shopping center as your Franchised Business. These may include nationally, regionally or locally owned stores such as Haagen-Dazs, Bressler's, Baskin-Robbins, Mini-Melts, Coldstone Creamery, Marble Slab Ice Cream, IttiBitz, and Maggie Moo's.

Additionally, DDL sells Dippin' Dots® products through distributors, non-franchise service providers, and food service companies at certain locations such as theaters, zoos, stadiums, theme parks, water parks, museums, colleges, convention centers, travel centers, airports, fun centers, corporate cafeterias and retail chains.

Industry Specific Regulations

Since the food service industry is heavily regulated, there may be laws applicable to your Franchised Business so you should carefully investigate local, state and federal laws. Although no statutes or regulations deal specifically with the operation of a Dippin' Dots® Franchised Business, there are typically statutes and regulations that regulate businesses handling food and food products and there may be laws and regulations relating to refrigerated or frozen food items.

You are solely responsible for complying with all local, state and federal laws in the operation of your Dippin' Dots® Franchised Business.

ITEM 2
BUSINESS EXPERIENCE

Stephen C. Heisner, Vice President of Administration

Mr. Heisner has served as the Vice President of Administration since July 2022. He was Senior Vice President for DDF and DPF from October 2021 to July 2022. Mr. Heisner was Vice President of Administration and Human Resources for DDF from November 2012 to October 2021 and for DPF from July 2014 to October 2021.

Martin Azambuya, Senior Director - Franchise & Distributor Sales

Mr. Azambuya has served as Senior Director - Franchise & Distributor Sales for DPF and DDF since April 2024. From December 2023 to April 2024, he served as Director - Franchise Sales for DPF and DDF. He was Director - Brand Sales and Support from July 2022 to November 2023; and Managing Director/COO from January 2017 to July 2022.

Tammy Isom, Franchise Development Manager

Ms. Isom has served as Franchise Development Manager for DPF and DDF since November 2022. From August 2017 to November 2022, Ms. Isom served as Tradeshow and Sales Supervisor for DDL.

Adam Timothy Gross, Vice President of Sales

Mr. Gross has served as Vice President of Sales for DDL, DDF and DPF since July 2022. He was Vice President of Sales and Marketing for DDL, DDF and DPF from October 2021 to July 2022, operating out of North East, Maryland. Mr. Gross was Senior Director of Sales – Core Business for DDL, DDF and DPF from December 2014 to October 2021, operating out of North East, Maryland.

Kimberly Milite, Senior Director of National Sales

Ms. Milite has served as Senior Director of National Sales of DDL since March 2024 in Paducah, Kentucky. From May 2023 to March 2024, she was Director of National Sales – Strategic Accounts of DDL. From November 2021 to May 2023, she was Senior Director of Core Sales of DDL. From January 2018 to November 2021, she was Director of Sales – Eastern Division of DDL.

Daniel Fachner, President, Chief Executive Officer and Chairman

Mr. Fachner has held these positions for our parent, J&J, since May 2021, in Mt. Laurel, NJ. He was the President of our affiliate, ICEE, from 1997 to May 2021, in La Vergne, TN.

Shawn Munsell, Chief Financial Officer

Mr. Munsell has served as the Chief Financial Officer of our parent, J&J, since December 2024, in La Vergne, TN. He was the Chief Financial Officer of Calavo Growers, Inc., from June 2022 to November 2024, in Santa Paula, CA. Mr. Munsell has served as Division Chief Financial Officer, Treasurer of Tyson Foods , Inc., from May 2015 to April 2024, in Springdale, AR.

Matthew Inderlied, Chief Customer Officer

Mr. Inderlied has held this position for our parent J&J, since January 2025. He was Senior Vice President & General Manager of Dippin' Dots/Doc Popcorn for J&J Snack Foods in La Vergne, TN from August 2022 to December 2024. He was (a) Senior Vice President of Sales of the ICEE Company for J&J Snack Foods in La Vergne, TN from August 2021 to August 2022; and (b) Chief Executive Vice President/Chief Commercial Officer for FBD Partnership LP in San Antonio, TX from July 2008 to August 2021.

Michael Pollner, Senior Vice President, General Counsel and Corporate Secretary

Mr. Pollner has served as the Senior Vice President, General Counsel and Corporate Secretary of our parent, J&J, since April 2022, in Mt. Laurel, NJ. He was the Senior Vice President, Chief Administrative Officer, General Counsel and Secretary of Knoll, Inc. in East Greenville, PA from September 2005 to September 2021.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

The initial franchise fee paid to us is as follows and varies based on the model of Franchised Business we grant you the right to open:

Type	Fee
Territory	$35,000
Store Only	$15,000
Distribution	$25,000

You must pay the initial franchise fee in full upon the opening of your Dippin' Dots® Franchised Business. This fee is not refundable. If you wish to operate more than one fixed location, store or kiosk when you purchase a Territory Franchised Business or Store Only Franchised Business, you may purchase additional Dippin' Dots® Franchised Business at $5,000 per each additional fixed location, store or kiosk.

Discount for Concurrent Purchases of Multiple Franchise Systems

If you are simultaneously purchasing both a Dippin' Dots® Franchised Business from us and a Doc Popcorn® franchise from our affiliate, DPF, in accordance with the Doc Popcorn® franchise disclosure document, we will provide you a 25% discount off the initial franchise fee for your Dippin' Dots® Franchised Business and our affiliate, DPF, has agreed to offer you a 25% discount off the initial franchise fee for the Doc Popcorn® franchise if you purchase each franchise at the same time and enter into a franchise agreement with each franchisor in accordance with each franchisor's respective franchise

disclosure document. We are not offering you a DPF franchise under this Disclosure Document but are merely informing you of the discount we will offer you in connection with your purchase of a Dippin' Dots® Franchised Business and a Doc Popcorn® franchise.

Total U.S. Veterans Franchise Discount

If you are a current member of the U.S. armed forces or an honorably discharged U.S. Veteran and have provided us with sufficient proof of the same in the form as we may reasonably require, we will offer you a 15% discount off your initial franchise fee for your initial Dippin' Dots® Franchised Business

Other Initial Fees

The following are additional, non-refundable, initial fees that you might be required to pay to us or DDL before the business opens. Except as otherwise provided below, DDL does not provide financing and you must pay these expenses prior to beginning retail operations. The exact amount depends on whether a Franchised Business is primarily distribution-based or includes a retail store or kiosk.

Expense	Amount	Payable
Opening Inventory	$2,500 to $5,250	Payable to DDL or approved suppliers based on the amount of inventory ordered.
Equipment	$20,000 to $84,900	Payable to DDL or approved suppliers as this expense is incurred.
Printing and Signage	$499 to $5,000	Payable to DDL or approved suppliers as this expense is incurred.

In our last fiscal year, we did not have any franchisees pay initial fees other than those stated above.

ITEM 6
OTHER FEES

Type of Fee	*Amount*	*Due Date*	*Remarks*[1]
Royalty Fee	$2.16 per bag for bulk ice cream products. $0.09 per unit for pre-pack units. Up to 6% on ancillary items (non-Dippin' Dots manufactured retail food, drink and/or non-food approved items).	Received on or before each Friday by 5:00 P.M. CST (the week begins on Sunday and ends on Saturday).	These fees are collected by DDF in connection with the sale of Dippin' Dots® products. We may increase the amount of royalty fee at any time upon written notice to all of our franchisees; provided, however, that the royalty fee for each type of product purchased shall not exceed 6% of the average retail price of the product being purchased. We may elect to forgo the royalty fees indicated and charge a

Type of Fee	*Amount*	*Due Date*	*Remarks*[1]
			continuing royalty fee not to exceed 6% of your Gross Sales.[2]
Advertising Fund Contributions	$0.24 per bag for bulk ice cream products. $0.01 per unit for pre-pack units. Up to 2% on ancillary items (non-Dippin' Dots manufactured retail food, drink and/or non-food approved items).	Same as Above.	These funds are collected by DDL in connection with the sale of Dippin' Dots® products. DDL then remits these fees to DDF. We may increase the amount of advertising fund contributions at any time upon written notice to all of our franchisees; provided, however, that the royalty fee for each type of product purchased shall not exceed two percent (2%) of the average retail price of the product being purchased. We may elect to forgo the advertising fund contributions indicated and require contributions not to exceed 2% of your Gross Sales.
Regional Advertising Fund Contributions	Up to 50% of the contributions made to Advertising Fund.	Same as Above	Regional Advertising Funds have not been established at this time. Should we establish these funds, we will allocate up to 50% of the contributions you make to the Advertising Fund to your Regional Advertising Fund.
Additional Training Fees	Then-current fee, currently, $500.00 per day per person, plus travel and living expenses for our personnel.	Promptly upon receipt of invoice.	Payable to us, if you require more training or related assistance than our usual training program and routinely scheduled visits. Fee increases will not exceed 5% per year.
Relocation Fee for Relocation of Franchised Business	$1,000.	Promptly upon receipt of invoice.	You must pay the relocation fee to us prior to your relocation of your fixed location retail store or kiosk. Any relocation is subject to our prior approval. This fee is inapplicable to Distribution Only.

Type of Fee	*Amount*	*Due Date*	*Remarks*[1]
Ongoing purchase of products to be sold or offered for sale at the Franchised Business	Varies	At the time of purchase	You must purchase all ice cream, yogurt, sherbet and flavored ice products from DDL, which is the only approved supplier of Dippin' Dots® brand products. Additionally, you must purchase all cups featuring the Marks from DDL. Increases to the amounts due will not exceed 7% per year.
Evaluation and Testing of New Approved Supplier	Actual cost of the evaluation and testing.	Promptly upon receipt of invoice.	If you want to purchase products from suppliers other than approved suppliers you must submit a request to us along with samples of the supplier's products. We shall have the right to inspect the supplier's facilities and to evaluate and test the supplier's products. You shall pay us a charge not to exceed the actual costs of evaluation and testing.
Reimbursement of Amounts Paid to Correct any Deficiencies	Actual cost to us.	Promptly upon receipt of invoice.	Upon notice from us, you must take steps to correct any deficiencies in your operations that we detect during any inspection. If you do not correct these deficiencies within a reasonable time, we may perform your obligations for you, and you must reimburse us for our costs in performing your obligations.
Replacement Fee for lost Manuals	At least $200.	Promptly upon receipt of invoice.	Payable to replace any Manual that is lost, stolen or damaged to render it, in DDF's sole determination, unusable.
Late Fee for Sales Reports or Profit and Loss Statement	$75 per occurrence	Promptly upon receipt of invoice.	Sales reports are due no later than the 20th day of each month showing Gross Sales for each retail venue you operate with your territory during the immediately preceding month. Profit and loss statements are due no later than March 31st of each year showing the results of operations for the preceding calendar year.

Type of Fee	*Amount*	*Due Date*	*Remarks*[1]
Interest on Understated Amounts Payable	18% per annum or the maximum rate permitted by law, whichever is less.	Promptly upon receipt of invoice.	If an audit reveals that amounts payable to us have been understated you shall pay us the amount understated plus interest from the date such amount was due until the amount due was paid.
Reimbursement of Audit Costs	Actual cost to us.	Promptly upon receipt of invoice.	We have the right to have an audit made of your records and conduct a physical inventory. If any inspection discloses an understatement of any reported amount of any type, in any report, of 2% or more of Gross Sales, you will, in addition to paying us the amount of the understatement, reimburse us for all expenses, including, without limitation, travel, lodging and wage expenses and reasonable accounting and legal costs.
Insurance Coverage	Actual cost to us.	Promptly upon receipt of invoice.	If you fail to maintain the insurance required by the Franchise Agreement, we may obtain the required insurance and charge you the cost of the insurance.
Late Fee for Certificates of Insurance	$75.00 per week.	Promptly upon receipt of invoice.	You are required to provide us with certificates of insurance evidencing that you have the proper types and amounts of insurance coverages required by the Franchise Agreement prior to your commencement of operations and, thereafter, at least 20 days prior to the expiration of any policy.

Type of Fee	*Amount*	*Due Date*	*Remarks*[1]
Transfer Fee	The lesser of $15,000 or 10% of the sales consideration plus any attorney fees incurred by us in connection with our review of and processing of the transfer. $1,000 plus any attorney fees incurred by us in connection with our review of and processing of the transfer to add a minority shareholder, partner, member or owner For existing Dippin' Dots Franchisees transferring their interests to an existing Dippin' Dots Franchisee - The lesser of $1,000 or 10% of the sales consideration per franchise sold plus any attorney fees incurred by us in connection with our review of and processing of the transfer.	At the time of transfer.	Payable for the training, supervision, administrative costs, counsel fees, accounting and our other expenses in connection with a transfer. In the case of a transfer to a corporation or limited liability company formed by you for the convenience of ownership, no transfer fee shall be required. This fee is payable to DDF.
Renewal Fee	$7,000 for Territory Franchised Business. $3,000 for Store Only Franchised Business $5,000 Distribution Franchised Business.	With execution of renewal agreement	Payable for the training, supervision, administrative costs, counsel fees, accounting and our other expenses in connection with a renewal and subject to compliance with other renewal conditions outlined in the Franchise Agreement.
Damages, Costs and Expenses upon Default	Actual damages, costs and expenses, including reasonable attorneys' fees, incurred by us as a result of the default.	Promptly upon receipt of invoice.	Payable to DDF and/or DDL.

Type of Fee	*Amount*	*Due Date*	*Remarks*[1]
Indemnification	Actual cost to DDF.	Promptly upon receipt of invoice.	You agree to indemnify us and our affiliated companies and each of their officers, directors and employees against any claims, legal proceedings, investigations, damages, costs and expenses, and the cost of defending them, if they arise directly or indirectly from, or as a result of, your operation of the Franchised Business.
Fee for Infringement of Rights of Other Franchisee or customers of DDL	$1,000 for freezer placements (FDMC Channel, Food, Drug, Mass Convenience/Club) Fairs, festivals, events; $2,500 for first breach. $2,500 for subsequent breaches.	Immediately upon receipt of Notice of Default	You must pay a fee of $1,000 for each freezer placement that is found to be unauthorized by Dippin' Dots Franchising; i.e. prior approval was not granted before a freezer was placed at the account. You must pay a fee of $2,500 (first breach)/$2,500 (subsequent breaches) if you infringe upon the rights of any other franchisee or customer of DDL by operating at any unauthorized location or event currently serviced by another franchisee or customer of DDL. We collect this fee and remit it to the franchisee or customer whose territory or event you encroached upon.
Franchisee Council Membership Dues	$100 per year.	Time of the meeting (varies).	We collect this on behalf of DDF Franchisee Council, Inc. You, all franchisees and us are required to be members of the Franchise Council. All members of the Franchisee Council will be entitled to one (1) vote on all matters which members are authorized to vote under the Franchise Agreement and the By-Laws of the Franchisee Council. The membership dues for the Franchise Council has no maximum or minimum cap.

Notes:

1. All fees payable to us or DDL are uniformly imposed and are non-refundable.

2. "Gross Sales" means all revenues received by you for all Dippin' Dots® products sold and services rendered, directly or indirectly, using the Dippin' Dots® franchise or our Marks.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

A. Territory Franchised Business

Type of Expenditure	Amount (US$)		Method of Payment	When Due	To Whom Payment IsTo Be Made
	Low	High			
Initial Franchise Fee[1]	$35,000	$35,000	Lump Sum	When the Franchise Agreement is signed	DDF
Grand Opening Advertising Materials Expenditure[2]	$500	$2,500	As Incurred	Before Retail Operations	Third Parties
Office and Retail Supplies[3]	$100	$500	Lump Sum	Before Retail Operations	Third Parties
Opening Inventory[4]	$2,500	$5,250	Lump Sum	Before Retail Operations	DDL
Insurance[5]	$1,500	$2,500	As Incurred	Before Retail Operations	Third Parties
Printing and Signage[6]	$499	$5,000	As Incurred	Before Retail Operations	DDF and Third Parties
Equipment (Freezers, etc.), Furniture, Fixtures & Décor[7]	$65,700	$84,900	As Incurred	Before Retail Operations	DDL and Third Parties

Type of Expenditure	Amount (US$)		Method of Payment	When Due	To Whom Payment IsTo Be Made
	Low	High			
Leased Warehouse and Cold Storage[8]	$5,000	$20,000	As Incurred	Before Retail Operations	Third Parties
20 Ft. Box Truck Monthly Payments to Lease or Own[9]	$1,000	$2,000	As Incurred	Before Retail Operations	Third Parties
Travel, Lodging, Meals, Etc. for Initial Training[10]	$1,500	$2,500	As Incurred	Before Retail Operations	Third Parties
Real Estate and Improvements[11]	$2,400	$120,000	As Incurred	As Incurred	Third Parties
Security Deposit and Prepaid Rent[12]	$500	$10,000	As Incurred	Before Retail Operations	Third Parties
Miscellaneous Start-up Costs[13]	$12,500	$45,000	As Incurred	Before Retail Operations	Third Parties
Additional Funds (6 months)[14]	$10,250	$63,500	As Incurred	Before Retail Operations	Third Parties
TOTALS	$138,949	$398,650			

B. Store Only Franchised Business

Type of Expenditure	Amount (US$)		Method of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Initial Franchise Fee[1]	$15,000	$15,000	Lump Sum	When the Franchise Agreement is signed	DDF
Grand Opening Advertising Materials Expenditure[2]	$500	$2,500	As Incurred	Before Retail Operations	Third Parties
Office and Retail Supplies[3]	$100	$500	Lump Sum	Before Retail Operations	Third Parties

Type of Expenditure	Amount (US$)		Method of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Opening Inventory[4]	$2,500	$5,250	Lump Sum	Before Retail Operations	DDL
Insurance[5]	$1,500	$2,500	As Incurred	Before Retail Operations	Third Parties
Printing and Signage[6]	$499	$5,000	As Incurred	Before Retail Operations	DDF and Third Parties
Equipment (Freezers, etc.), Furniture, Fixtures, & Décor[7]	$65,700	$84,900	As Incurred	Before Retail Operations	DDL and Third Parties
Travel, Lodging, Meals, Etc. for Initial Training[10]	$1,500	$2,500	As Incurred	Before Retail Operations	Third Parties
Real Estate and Improvements[11]	$2,400	$120,000	As Incurred	As Incurred	Third Parties
Security Deposit and Prepaid Rent[12]	$500	$10,000	As Incurred	Before Retail Operations	Third Parties
Miscellaneous Start-up Costs[13]	$12,500	$32,500	As Incurred	Before Retail Operations	Third Parties
Additional Funds (6 months)[14]	$10,250	$63,500	As Incurred	Before Retail Operations	Third Parties
TOTALS	$112,949	$344,150			

C. Distribution Franchised Business

Type of Expenditure	Amount (US$)		Method of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Initial Franchise Fee[1]	$25,000	$25,000	Lump Sum	When the Franchise Agreement is signed	DDF
Grand Opening Advertising Materials Expenditure[2]	$500	$2,500	As Incurred	Before Retail Operations	Third Parties

Type of Expenditure	Amount (US$)		Method of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Office and Retail Supplies[3]	$100	$500	Lump Sum	Before Retail Operations	Third Parties
Opening Inventory[4]	$2,500	$5,250	Lump Sum	Before Retail Operations	DDL
Insurance[5]	$1,500	$2,500	As Incurred	Before Retail Operations	Third Parties
Printing and Signage[6]	$499	$5,000	As Incurred	Before Retail Operations	DDF and Third Parties
Equipment (Freezers, etc.)[7]	$20,000	$40,000	As Incurred	Before Retail Operations	DDL and Third Parties
Leased Warehouse and Cold Storage[8]	$2,500	$7,500	As Incurred	Before Retail Operations	Third Parties
20 Ft. Box Truck Monthly Payments to Lease or Own[9]	$1,000	$2,000	As Incurred	Before Retail Operations	Third Parties
Travel, Lodging, Meals, Etc. for Initial Training[10]	$1,500	$2,500	As Incurred	Before Retail Operations	Third Parties
Security Deposit and Prepaid Rent[12]	$1,500	$5,000	As Incurred	Before Retail Operations	Third Parties
Miscellaneous Start-up Costs[13]	$12,500	$32,500	As Incurred	Before Retail Operations	Third Parties
Additional Funds (6 months)[14]	$10,250	$63,500	As Incurred	Before Retail Operations	Third Parties
TOTALS	$79,349	$193,750			

Notes:

1. See ITEM 5 for a description of the Initial Franchise Fee and an explanation of any discounts to the Initial Franchise Fee that may be available to you. These fees are not refundable.

2. Grand opening activities vary based upon the location you select and the local rates for services selected (for example, printing and advertising). We require you to spend a minimum of $500 on Grand Opening Advertising, and this is paid directly to third parties. However, you may spend more.

3. You agree to the importance of image and agree to use only the supplies we specify or approve. We will only allow office and retail supplies that support the image of the System (as defined in the Franchise Agreement) in the marketplace. Supplies of this nature include the format, type, decoration and style as they relate to retail and office supplies. These costs are based upon our estimate of the initial supplies.

4. Minimum inventory will fluctuate because of seasonal sales. This may cause the initial inventory investment to be greater or less depending upon the time of year that you open the Franchised Business. We retain the right to change the minimum and maximum levels in response to changing market conditions. We will work with you to organize and balance inventories.

5. You will be required to purchase insurance prior to the opening of your Franchised Business in the types of coverages and amounts specified in the Franchise Agreement. You and your insurer will resolve the method and timing of payments. It is difficult to estimate the ultimate cost to any given franchisee. Because of price fluctuations between different insurance carriers, you should obtain quotes from carriers of your choice before proceeding.

6. We will specify the outdoor and indoor signs and graphics, and only those that we approve are permitted to be used. Signs and graphics are to be maintained in a condition acceptable to us at all times. You, at your expense, will prepare, construct and erect the signs and graphics in accordance with any requirements of governmental authorities and the landlord. The costs of fabricating and installing approved signs and graphics can vary depending upon local market conditions.

7. You will be required to purchase and/or lease and install the office and other equipment necessary to operate your Franchised Business in accordance with our then-current trade dress specifications. You will be required to purchase the freezers necessary to operate your Franchised Business. This estimate will cover an initial order of 25 route delivery freezers, 5 storage freezers, a tent and 10 serving freezers along with a tent with shipping, and equipment for either a kiosk or a store. The costs of purchase and installation of the furniture, fixtures, equipment and décor will vary according to local market conditions, the size of the premises for your fixed location store or kiosk (the "Premises"), your selections made from our approved line of items, price differences among suppliers, the location of the Premises and other related factors. You can expect initial cash outlays to be lower if the items can be leased rather than purchased or if any compatible items are included with the lease for the Premises.

8. You will be responsible for leasing warehouse space to store the Dippin' Dots® Products you order for your Franchised Business.

9. You will be responsible for purchasing or leasing a truck to service your accounts in your territory. Monthly costs will vary depending on size, type and age of the truck. This estimate includes the monthly cost to lease or lease-to-own the truck.

10. You will be responsible for all out-of-pocket expenses, workers' compensation insurance and all employee compensation along with federal and state taxes for the trainees plus a Training Fee of $500 per day per person for any additional training beyond the requirements of Basic Management Training. We assume no responsibility for your human-resource related liabilities or costs during Basic Management Training. The typical costs of training that you will bear are the Training Fee, transportation, lodging, compensation and meals. The estimate is for items that are non-discretionary in nature. Generally, these costs will vary as a function of the distance traveled, the accommodations selected, the restaurants eaten in, the distance between the hotel and the training center and the transportation selected.

11. You will be required to conform the location to our then-current specifications for trade dress. The cost of leasehold improvements for your Franchised Business will vary. For the first year of your investment in the Franchised Business, rent is estimated to range from $2,400 to $120,000 for the leased location, which will depend on numerous factors such as type of Franchised Business (kiosk or fixed location), size, condition and location of the leased location. More specifically, the lease range for kiosks is estimated to be from $2,400 to $90,000 and the range for an in-line fixed location store is estimated to be from $14,400 to $120,000. The approximately size of a Store Only Franchised Business is 1,500 to 2,000 square feet and may be located in any retail space.

12. You will be required to pay rent, and may be required to pay a security deposit at the beginning of your lease or license agreement with the landlord or operator.

13. Miscellaneous expenses include incorporation fees, such as fictitious name registration, legal review and other professional fees; rental deposits; licenses and permits; attorney fees and point-of-sale system. In every business startup there are many unexpected minor costs, for example, additional licenses and permits, professional fees for accountants or additional fees for attorneys, utility deposits, miscellaneous supplies and many others. All leasehold improvements are directly related to conforming the Premises to our current standards for layout, traffic flow, merchandising, trade dress and other specifications. While you may sign the Franchise Agreement individually, you may also decide to hold the franchise interest in a corporation or other entity and transfer the Franchise Agreement to a corporation or other entity formed before beginning operations. Fees for doing so will vary from state to state depending on each state's laws and the prevailing rate of attorneys' fees. These costs are paid to the attorneys, newspapers and governmental agencies, are not refundable and are usually incurred before beginning business. You will generally be required to incur deposits with local utilities (for example, electric, telephone, gas, water, etc.). These will vary depending on the policies of the local utilities. Local, municipal, county and state regulations vary on what licenses and permits are required to operate a Franchised Business. These fees are paid to governmental authorities, when incurred, before beginning business and are usually not refundable. We have the right to require you to use a point-of-sale system that can communicate with our computer system.

14. You should have additional funds available before beginning operation of a Dippin' Dots® Franchise. These additional funds should be sufficient to keep the Dippin' Dots® Franchise in operation for 6 months and capable of covering the excess of expenses over cash flow from the store covering employee salaries and taxes, inventory replenishment, insurance premiums, rent, utilities and other normal expenses that are associated with the day-to-day business operation of the Franchise. You must be able to meet operating expenses from pre-opening, including hiring and training expenses, until the Dippin' Dots® Franchise develops sufficient cash flow to cover all costs. The additional funds estimate does not include any payments to you during the start-up period. Clearly, the additional funds requirement will be a function of your decisions regarding nearly every aspect of your Dippin' Dots® Franchise, for example, the size of the payroll, rent, utilities, size of the operation and many other expenses that you decide to incur. In providing this estimate for additional funds needed for the operation of Dippin' Dots® Franchise, we relied on our institutional experience gained from the sale of hundreds of Dippin' Dots® franchises since 1999.

Above you will find a chart that summarizes your initial investment. These payments are not refundable unless otherwise indicated. The costs will vary depending upon the location and make-up of your business, financing arrangements, financial commitments and other factors that may vary. We give no assurance that your experience will necessarily parallel that summarized above. We strongly recommend

that you retain the services of an experienced accountant or financial advisor in order to come up with a business plan and financial projections for your Franchised Business.

As described in Item 10, neither DDF nor its agents or affiliates offer any financing arrangements to you.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You may only purchase or lease equipment, supplies, inventory, advertising materials, construction services and other products and services used for the operation of your Franchised Business from approved manufacturers, contractors and other suppliers who demonstrate, to our continuing reasonable satisfaction: (i) ability to meet our reasonable standards and specifications; (ii) adequate quality controls and capacity to supply your needs promptly and reliably; and (iii) approval in writing by us within 30 days of submission and not later disapproved. We may approve a single supplier for any brand and may approve only a certain supplier as to any certain brand or brands and may take into consideration the price and quality of the products or services and the reliability of the supplier and other factors. Approval of a supplier may be conditioned on numerous requirements and may be temporary, pending our additional evaluation of the supplier.

You must purchase all ice cream, yogurt, sherbet and flavored ice products from DDL, which is the only approved supplier of Dippin' Dots® brand products. Additionally, you must purchase all cups featuring the Marks from DDL. DDL is also an approved supplier of freezers and other equipment necessary to operate your Franchised Business, although neither we nor DDL are currently the only approved supplier of freezers or equipment. Our affiliate, ICEE, is the only approved supplier of certain ICEE® and Slush Puppie® products. Currently, we are not the sole approved supplier of any items you must purchase in connection with the operation of your Franchised Business, although we retain the right to do so in the future. None of our officers own an interest in any of the approved suppliers.

You must refrain from selling any Products in retail establishments that have a primary business of selling firearms/ammunition, alcoholic beverages, tobacco or vape related products. You must purchase credit and debit card and gift card services from a designated approved supplier.

Specifications and Standards

We provide specifications and/or required suppliers for the purchase or lease of certain items. These may include standards for enhancing the System's image along with minimum standards for safety, appearance and quality. Specifications are issued to you in the Confidential Operating Manual (the "Manual") or otherwise in writing.

To ensure that the highest degree of quality and service is maintained, you must operate the Franchised Business in accordance with the methods, standards, and specifications as we may from time to time prescribe in the Manual or otherwise in writing, including but not limited to, the purchase and installation, at your expense, of a cash register and point-of-sale recording system ("P.O.S. System") as we may reasonably direct from time to time in the Manual or otherwise in writing. The P.O.S. System is further described in Item 11. The costs for the P.O.S. System is estimated to be in the range of $250 to $2,800.

Insurance

In addition to insurance required by applicable law, your landlord, lender or otherwise, you must obtain and maintain insurance, at your expense, required by us. All policies must be written by an insurance

company reasonably satisfactory to us with a Best rating of "A" or include the risks of coverage and deductibles as stated in the Manual and Section 13 of the Franchise Agreement. As of the issuance date of this Disclosure Document, you must procure, maintain in full force and effect an insurance policy or policies protecting you, us and DDL, as well as their respective officers, directors, partners, managers, agents and employees against any demand or claim with respect to personal injury, death or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Franchised Business, including, but not limited to, comprehensive general liability insurance, property and casualty insurance, statutory workers' compensation insurance, employer's liability insurance, and business interruption insurance. Such policy or policies shall be written by a responsible carrier or carriers acceptable to us, shall name us and DDL as an additional insured thereunder (in such manner as may be specified by us), shall provide coverage in the amount of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate, and contain a waiver by you and our insurers of their subrogation rights against us and our affiliates and their respective owners, managers, directors, employees and agents.

Building Specifications

If you do not operate a kiosk or cart, you must employ a qualified licensed architect or engineer to prepare a site plan and adopt the building specifications to the specific site and/or adapt the recommended floor plan to the Premises (Section 5.2 of the Franchise Agreement).

Advertising

You must submit to us, and receive our approval, for all advertising materials to be used in the operation of your Franchised Business. All materials containing proprietary Marks must comply with the specifications stated in the Manual and in accordance with Sections 8.2 and 8.3 of the Franchise Agreement.

Approval of New Specifications and Alternative Suppliers

If you desire to purchase or lease any equipment, supplies, non-ice cream products, advertising materials, construction services or other products or services from an unapproved, alternate supplier, you must obtain our prior written approval. We may approve alternate suppliers that, to our reasonable satisfaction, meet the standards and specifications set forth in the Manual, which is provided to every franchisee, and who demonstrate adequate quality controls and capacity to supply your needs promptly and reliably. We may approve a single supplier for any brand and may approve only a certain supplier as to any certain brand or brands and may take into consideration the price and quality of the products or services and the reliability of the supplier and other factors. Approval of a supplier may be conditioned on numerous requirements and may be temporary, pending our additional evaluation of the supplier. We have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to us or to an independent testing facility we designate. You must pay a charge not to exceed the reasonable cost of the evaluation and testing. We will notify you in writing of our approval or disapproval of the proposed supplier within 30 days after we complete evaluation and testing (if required).

Revenues from Franchise Purchases

We sell or lease products or services directly to our franchisees as identified in this disclosure document and the Manual. We may receive rebates or other payments from approved suppliers, or from other suppliers, including equipment and kiosk suppliers, manufacturers, sales to our franchisees and our owned stores. DDL will derive revenue from the sale of products and equipment to our franchisees.

For the fiscal year ending on September 27, 2025, DDL derived approximately $36,100,000 in revenue from sales to Dippin' Dots® franchisees. For the fiscal year ending on September 27, 2025, DDL did not receive any rebates or marketing allowances from vendors. DDL remits a portion of the revenue it collects from the sale of Dippin' Dots® brand products to franchisees to us for our royalty fees. For the fiscal year ending on September 27, 2025, DDF did not derive revenue from franchisees' required purchases or leases.

Purchases from DDL, our approved suppliers or in accordance with our standards should represent approximately 55% to 80% of your total purchases of goods and services in connection with establishment and continued operation of your Franchised Business.

There are no purchasing or distribution cooperatives for franchisees. We may, from time to time, obtain purchase arrangements from suppliers and pass these on to franchisees. We do not provide material benefits to franchisees based on their purchase of any particular products or services or their use of a particular supplier.

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 Under Your Dippin' Dots® Franchise Agreement (*see* Exhibit 3)		Section in Your Dippin' Dots® Franchise Agreement	Item In Disclosure Document
(a)	Site selection and acquisition/lease	1.2, 3.8, 7.2 & 7.13	6, 7, 8 & 11
(b)	Pre-opening purchase/leases	4.1, 5, 6.1, 7.2.2, 7.4.4, 7.4.5, 7.6, 11.1 & 13	5, 7, 8 & 11
(c)	Site development and other pre-opening requirements	1.2, 3.1, 3.2, 3.3, 3.8, 5 & 6	7, 8 & 11
(d)	Initial and on-going training	3.1, 6, 7.11, 7.15 & 14.2.11	6, 7 & 11
(e)	Opening	3.3, 3.4, & 5	7, 8 & 11
(f)	Fees	4, 6.2.4, 6.3, 7.2.3, 9.6, 11.4, 12.2, 13.3, 14.2.12, 15.3.8, & 26.3	5, 6 & 7
(g)	Compliance with standards and policies/Operating Manual	1.3, 5, 7, 8, 9, 10, 11, 12, 13 & 14.2,	8, 11, 13 & 14
(h)	Trademarks and proprietary information	1.1, 7.8, 7.10, 7.12, 8. 9, 16.2 & 17.2.1	13 & 14
(i)	Restrictions on products/services offered	7.1, 7.3, 7.4,7.5, 7.6 & 7.12	8 & 16
(j)	Warranty and customer service requirements	7.1, 7.4.3 & 7.11	9

Obligation Under Your Dippin' Dots® Franchise Agreement (*see* Exhibit 3)	Section in Your Dippin' Dots® Franchise Agreement	Item In Disclosure Document
(k) Territorial development and sales quotas	1.1, 1.4.2 & Exhibit B	
(l) Ongoing product/service purchases	5.2, 6.2.4 & 7.4	5, 6 & 8
(m) Maintenance, appearance and remodeling requirements	2.3, 7.2.1, 7.4.4, 7.4.5, 7.6, 7.8, 7.9, 7.10, 7.12, 8.2.1, 8.2.2, 8.2.3, 8.2.4, 8.3.7, 16.2 & 16.5	6, 7 & 8
(n) Insurance	13	6, 7 & 8
(o) Advertising	5.5.1, 7.8, 8.2.2, 12 & 16.5	6, 7, 8 & 11
(p) Indemnification	19.3	6 & 8
(q) Owner's participation/ management/ staffing	6.1, 7.11, 7.15, 15.2.2 & 17.1	6, 11 & 15
(r) Records/reports	4.3, 11, 13.2 & 18.4	6 & 8
(s) Inspections/audits	3.7, 7.7 & 11.5	6, 8 & 11
(t) Transfer	14	6 & 17
(u) Renewal	2	6 & 17
(v) Post-termination obligations	16 & 17.3	17
(w) Non-competition covenants	17.2 & 17.3	17
(x) Dispute Resolution	24	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.

Mandatory Obligations Before Opening of Your Franchised Business

Either directly or through our designee, before the opening of your Franchised Business, we will provide you the following assistance and services:

(A) Site Selection Assistance

You are solely responsible for selection of the site of your Franchised Business. However, you may solicit our assistance relative to your site selection, and we may provide some evaluation of your selection if we deem it necessary. [Section 7.2 of the Franchise Agreement.] We will provide you with our standard site selection criteria. Our acceptance of a site is not a representation or warranty that your Franchised Business will be profitable or that your sales will attain any predetermined levels. Approval is intended only to indicate that the proposed site meets our minimum criteria for identifying sites. You agree that our acceptance or rejection of a proposed site does not impose any liability or obligation on us. [Section 3.8 of the Franchise Agreement.]

(B) Lease Assistance

You must use your best efforts to ensure that the lease of the Premises meets your obligations to us under the Franchise Agreement. We may, in our sole discretion, assist you in your lease negotiations. [Section 7.2.2 of the Franchise Agreement.]

(C) Plans and Specifications

We will make available to you, at no charge, standard plans and specifications for each category of Dippin' Dots® retail venue that you plan to open, including accounting system, lists, forms, schedules, equipment, exterior and interior design and layout, fixtures, furnishings and signs. We will provide you further assistance with obtaining equipment, signs, fixtures, opening inventory and supplies. We will provide you with a list of approved vendors for equipment, inventory and supplies in addition to specifications and plans for the installation of fixtures and equipment. [Section 3.1 of the Franchise Agreement.]

(D) Administrative, Bookkeeping, Accounting and Inventory Control Systems

DDF will provide standardized accounting, cost control, portion control and inventory control systems. [Section 11.1 of the Franchise Agreement.]

(E) Lists, Forms and Schedules

We will supply to you a list of all required inventory, supplies, materials, equipment and other items necessary to operate your Franchised Business. We will also provide a list of items that must be purchased from us or our affiliates and a recommended list of items to be purchased from third parties. [Section 3.1 of the Franchise Agreement.] Upon request and in our discretion, we will provide pricing recommendations for Dippin' Dots® products sold by the Franchised Business.

(F) Basic Management Training

We will provide Basic Management Training for up to two (2) trainees. [Section 3.2 of the Franchise Agreement.] Details of the Basic Management Training are described below under the heading "Training Program".

(G) Opening Supervisor

We will provide you with opening support, in such quantities as we deem advisable, but for no more than two (2) days to assist in the opening of your Franchised Business. We will pay the expenses of the opening supervisor. [Section 3.3 of the Franchise Agreement.]

Our Obligations to You Once Operation Begins

(A) During the operation of your Franchised Business, DDF will:

(1) provide you with advertising and promotional methods and materials we may develop. [Section 3.4 of the Franchise Agreement.]

(2) loan you one (1) copy of the Manual. This Manual is confidential and remains our property. The table of contents for the 292-page Manual is attached as Exhibit 11. [Section 3.5 of the Franchise Agreement.]

(3) promote our franchising through advertising and public relations using the Advertising Fund. [Section 3.9 of the Franchise Agreement.]

(4) provide support to you in the improvement and operation of your Franchised Business by means of periodic visits by our representatives. [Section 3.9 of the Franchise Agreement.]

(5) make our representatives available for consultation on matters such as operation, advertising and promotion, and business methods on such terms and for such additional fees as may be mutually agreed. [Section 3.9 of the Franchise Agreement.]

(6) provide administrative, bookkeeping, accounting and inventory procedures. [Section 11.1 of the Franchise Agreement.]

(7) we have no obligation to assist you with establishing prices, including minimum or maximum prices, however, we may, in our discretion, provide you with suggesting pricing based on what other franchisees are charging in similar circumstances for Dippin' Dots® products sold by the Franchised Business.

(B) Advertising Programs

A certain portion of the fees you pay for Dippin' Dots® products will be contributed to an Advertising Fund with the purposes of advertising and promoting all the Dippin' Dots® franchised businesses and the Dippin' Dots® products. [Section 12.2 of the Franchise Agreement.] You shall contribute the following amounts to the Advertising Fund:

Type of Product Purchased	Advertising Fund Contribution
Bulk ice cream products	$0.24 per bag
Pre-pack units	$0.01 per unit

In addition you shall pay to us Advertising Fund contributions on all sales of "ancillary items" by your Franchised Business in an amount we specify, which shall not exceed 2% of Gross Sales.

We may, in our discretion, divide your contributions to the Advertising Fund among (1) payments to the Advertising Fund, (2) payments to any regional advertising fund (up to 50% of total amount contributed to the Advertising Fund), and (3) expenditures on local advertising and promotion. [Section 12.3 of the Franchise Agreement.]

Any company-owned Dippin' Dots® outlet(s) will also contribute to the Advertising Fund in the same manner and in the same amounts as all Dippin' Dots® franchisees are required to contribute.

We or our designee will maintain and administer the Advertising Fund. We will direct all advertising programs, with sole discretion over concept, materials, and media used in such programs and the placement and allocation of such advertising. The Advertising Fund is used to maximize general public recognition, acceptance and use of the Dippin' Dots® franchise system. The Advertising Fund is used exclusively to meet the costs of maintaining, administering, directing, conducting and preparing advertising, marketing, public relations and/or promotional materials for the franchise system. The Advertising Fund is used, among other things, to cover the costs of (i) preparing and conducting media advertising campaigns, (ii) direct mail advertising and/or public relations agencies to assist therein, (iii) purchasing promotional items and conducting and administering visual merchandising, point of sale and other merchandising programs, and (iv) providing promotional and other marketing materials and services to the Franchised Businesses operated under the franchise system. We may utilize local, regional, national or international sources of advertising in various scope and media, such as print, radio, television or the World Wide Web.

Subject to our approval, franchisees may be allowed to use their own advertising materials. [Section 12.6 of the Franchise Agreement.] The Advertising Fund may also be used to provide rebates or reimbursements to you for local expenditures on products, services or improvements, approved in advance by us, which products, services or improvements we deem, in our sole discretion, will promote general public awareness and favorable support for the Dippin' Dots franchise system. [Section 12.4 of the Franchise Agreement.] The funds will not be used to pay for stadium or other sponsorships for the benefits of individual franchisees.

The Advertising Fund is not our asset and the funds are maintained in an account separate from our other monies. [Section 12.4.3 of the Franchise Agreement.] However, we and DDL may receive payment for providing goods or services to the Advertising Fund. We do not use any funds from the Advertising Fund to solicit new franchise sales. The Advertising Fund is not used to defray any of our expenses, except for such reasonable costs and overhead we incur in activities reasonably related to the direction and implementation of the Advertising Fund and advertising programs for franchisees and the franchise system, including, among other things, costs of personnel for creating and implementing advertising, merchandising, promotional and marketing programs. [Section 12.4.3 of the Franchise Agreement.]

A report of the operations of the Advertising Fund as shown on our books will be prepared annually by an independent certified public accountant we select, at the expense of the Advertising Fund, and made available to you upon written request. [Section 12.4.4 of the Franchise Agreement.] During the last fiscal year of the Advertising Fund (ending on September 27, 2025), the Advertising Fund spent 70% of its income on general promotional expenses, 17% on the purchase of promotional materials, 4% on promotion, and 9% on shipping expenses, spending less than was collected. The Advertising Fund's equity, totaling $801,166 was carried forward towards the fiscal year of 2026.

In the event not all Advertising Fund contributions are used in a fiscal year, we carry the balance forward to the subsequent fiscal year to include in that year's budget.

DDF Franchisee Council, Inc. ("Franchisee Council") is a Kentucky non-profit organization that has been formed to benefit the relationship between us and our franchisees. We will seek the advice and counsel of the Franchisee Council, its board of directors, and committees on matters such as advertising, marketing, operations, new product and services suggestions and other matters concerning the franchise system. All of our franchisees and we are required to be members of the Franchisee Council. Membership dues for the Franchisee Council are $100.00 per year. All members of the Franchisee Council will be

entitled to one vote on all matters which members are authorized to vote under the Franchise Agreement and the By-Laws of the Franchisee Council. All members will be required to attend the Annual Meeting each year The Franchisee Council may initiate or increase the fine from time to time.

We will not require you or other franchisees to participate in local or regional advertising cooperatives, except that we do have the right to establish, in our sole discretion, regional advertising funds for the purpose of conducting regional advertising in the geographic areas that we designate (each a "Regional Fund"). If a Regional Fund for the geographic area in which you are located is established during the term of the Franchise Agreement, you must become a member of the Regional Fund. Regional Funds will be administered and maintained by us upon such terms and conditions as we reasonably determine are necessary or appropriate. If you become a member of any Regional Fund, we will allocate up to 50% of the contributions you make to the Advertising Fund to your Regional Fund. All local advertising and promotion will be in such media and format, as we may approve, will be conducted in a dignified manner and will conform to such standards and requirements as we may specify. You will not use any advertising or promotional plans or materials unless and until you have received written approval from us.

(C) P.O.S. System

The P.O.S. System is an electronic cash register system that provides financial records of sales information on sales levels by time, item menu pricing, product movement statistics, individual unit and category sales data, and various financial data to prepare store reports. The estimated cost of the P.O.S. System will vary depending on the type of system you purchase but is estimated to cost in the range of $250 to $2,800. We will have independent electronic and manual access to the P.O.S. System, and no contractual limitations exist to prevent or limit our right to access this information for your Franchised Business.

We are in no way contractually obligated to provide to you any maintenance, repairs, upgrades or updates, although we or a designee may do so. You are contractually required to make periodic upgrades and updates to the P.O.S. System software and hardware that we or our designee makes available for your Franchised Business and there are no contractual limitations on the frequency and cost of this requirement. We reserve the right to designate an approved supplier of P.O.S. System software.

Method of Selection of Location of Franchised Business for Territory Franchised Business and Store Only Franchised Business

You are responsible for selection of the site of your Franchised Business. However, you may solicit our assistance relative to your site selection, and we may provide some evaluation of your selection if we deem it necessary. While you are responsible for choosing the site, you must request our approval of any site you select. [Section 7.2 of the Franchise Agreement.] Your Dippin' Dots® Franchise is granted for a specific location of your choice, subject to our acceptance. We will take into account demographic characteristics, traffic patterns, parking, predominant character of the neighborhood, competition from other businesses providing similar services within the area, proximity of competing businesses, the nature of other businesses in proximity to the site and other commercial characteristics, the size, appearance and other physical characteristics of the site and any other factors that we consider relevant in approving or disapproving a site. We shall not unreasonably withhold acceptance of any site meeting our site selection criteria and any other standards we may consider relevant in approving or disapproving a site. We shall review your site selection for approval or disapproval within 30 days of receipt of your request in writing to approve the site. If you are operating a Store under this Agreement and you have not selected a site for your Store prior to the effective date of the Franchise Agreement, you must complete the acquisition and construction, if a facility is to be constructed or renovation of an existing facility is to be improved, or lease arrangements for the Premises located at an approved location within your territory (referred to as the "Accepted Location" in the Franchise Agreement, at your expense within 90 days of the effective date of

the Franchise Agreement. If you have failed to complete the acquisition of the Premises for the Store within 90 days of when you sign the Franchise Agreement or you have failed to open the Franchised Business six months after you sign the Franchise Agreement, we may, at our option, immediately terminate your Franchise Agreement. [Section 15.2.1 of the Franchise Agreement.]

Typical Length of Time Between Signing of Franchise Agreement and the Opening of the Franchised Business

The typical length of time between the signing of the Franchise Agreement and the opening of the Franchised Business will be approximately 30 days for a Distribution Franchised Business and no more than six to twelve months for a Store Only Franchised Business or Territory Franchised Business. The factors that affect this time frame usually include: the time needed to acquire a site for your Franchised Business (depending in part on selecting a satisfactory site, arranging financing, local ordinance compliance issues, etc.) and the time when you receive and complete satisfactorily Basic Management Training.

Training Program

(A) Location, Duration and General Outline of the Basic Management Training (Mandatory)

We will provide Basic Management Training for up to two (2) trainees during a four-day training period (minimum of seven (7) hours per day) at our offices or a designated Dippin' Dots® business (Required for an owner or managing partner to attend). We have the discretion to shorten the training period. However, all trainees must satisfactorily complete the Basic Management Training to our satisfaction. Unless otherwise agreed in writing, you (or, if the Franchised Business is not owned by an individual, the principal owner) must be one of the trainees. You may designate another person who will be active in the day-to-day activities of your Franchised Business to be the other trainee. All trainees must be acceptable to us. Training is generally completed once the Franchise Agreement is signed. This training program is offered as needed, typically approximately four to five times per year. In addition, Basic Management Training includes instruction in marketing, promotion and advertising, sales techniques and computer applications at a time we schedule. We provide, at our expense, instructors, facilities, training materials and technical training tools for Basic Management Training. You are responsible for all expenses of your trainees in attending Basic Management Training including all travel, lodging and meal expenses. You are responsible for paying all expenses incurred to have additional employees or agents attend Basic Management Training including reasonable training fees. [Section 6 of the Franchise Agreement.]

TRAINING PROGRAM			
Subject	**Hours of Classroom Training**	**Hours of On-the-Job Training**	**Location**
Operations	12	16	Paducah, KY/DDF's Offices & at the Franchised Business location
Food Preparation	8	8	Paducah, KY/DDF's Offices & at the Franchised Business location

Manager Duties	12	6	Paducah, KY/DDF's Offices & at the Franchised Business location

(A) Failure to Satisfactorily Complete Basic Management Training

Trainees must pass the Basic Management Training course. If any trainee fails the Basic Management Training, you may designate a new trainee to receive Basic Management Training or request that the trainee who failed the Basic Management Training receive Basic Management Training again but you shall be required to pay the then current fee, currently $75 per day, for training additional individuals. [Section 6.3 of the Franchise Agreement.] Basic Management Training will occur 30 to 45 days after the later of the signing of the Franchise Agreement or the approval of the site selected for Franchised Business [Section 6.2.2 of the Franchise Agreement.]

(B) Pre-Opening On-Site Training

We will provide you with opening support, if we deem it necessary, for up to two (2) days to assist in the opening of the Dippin' Dots® Franchise. We will pay the expenses of the opening support we provide. [Section 3.3 of the Franchise Agreement.]

(C) Refresher or Additional Training (Mandatory)

We may provide refresher or additional training programs, seminars or advanced management training for you and your employees at our principal training facility (or any other location we designate provided the other location is closer to your Franchised Business). This training may be required at our option, but will not be required more often than twice a year. You will be solely responsible for all expenses associated with these programs, including our then-prevailing standard training fee for the programs and all travel, meals and lodging costs for your attendees. [Section 6.4 of the Franchise Agreement.]

(D) New Manager Basic Management Training (Mandatory)

If we have permitted the manager of your Franchised Business to be an individual other than you, and the manager fails to satisfy his or her obligations under Section 6.2.4 of the Franchise Agreement due to death, disability, termination of employment or for any reason, you must satisfy these obligations until you designate a new manager who has successfully completed Basic Management Training. You are solely responsible for the expenses associated with this New Manager Basic Management Training, including the then-prevailing standard training fee DDF charges for Basic Management Training (currently $500 per day per person). [Section 6.2.4 of the Franchise Agreement.]

(E) Instruction Materials and Experience of Instructors

Training classes use our confidential Manual as instructional materials. Martin Azambuya, Senior Director - Franchise and Distributor Sales (as described in Item 2 of this FDD), oversees the training staff.

In addition to Mr. Azambuya, DDF maintains a training staff that changes frequently. DDF uses certain subject matter experts for different parts of the training described above, including experts for accounting, retail sales, equipment and product orders, marketing and operations training. The instructors will change according to availability, which means no expert instructor is guaranteed to be a part of each and every training. The expert instructors generally have within five to ten years of experience working for Dippin' Dots in their particular field related to the subject matter or other frozen dessert concepts. Their

occasional replacements will also have at least two years or more working for Dippin' Dots in the respective field related to the training topics.

Current members of the training staff are as follows:

Trainer	Number of Years of Experience with Dippin' Dots and Type of Experience	Number of Years of Experience in Industry Generally
Billie Stuber	26 years in departments related to ice cream production, marketing and media relations	26
Dana Knudsen	17 years in the areas of graphic design and marketing	17
J.P. Huckleberry	19 years in the customer service and call center departments	19
Mylinda Fuller	14 years in the area of accounting	14
Mary Beth Stuber	14 years in the area of accounting	14
Stanya Kragel	12 years in the area of franchise sales and operations	22
Eric Good	21 years in the area of equipment service	21

ITEM 12
TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The franchise granted to you will permit you to sell Dippin' Dots® products via certain methods of delivery within a specified territory based on the model you are operating. Except for the possible operation of Doc Popcorn® franchises as described in Item 1, neither we nor any of our affiliates operate or plan to operate or franchise businesses under a different trademark that will sell similar goods or services to those you are selling. The size of each franchisee's territory is not uniform and will depend on many factors such as location, population density, consumer median income in the territory, your financial resources, and your proximity to other franchisees or other sales avenues. Before you sign a Franchise Agreement, we and you will mutually agree upon the size and scope of your territory. The minimum territory that any Dippin' Dots® franchisee purchasing a Territory Franchised Business or Store Only Franchised Business would be granted by us would be a territory consisting of the shopping mall or general shopping center in which the fixed location retail store is located. We will not grant a minimum territory for Distribution Only Franchised Businesses. With respect to catering orders for customers within your territory, we will forward catering orders to our franchisees based on the guidance provided in the Operations Manual or as otherwise directed by us.

We are not required to pay you for soliciting or accepting orders from inside your territory. You may not solicit or accept orders from customers outside of your territory or ship Dippin' Dots® products to customers outside of your territory without our expressed written consent. You may not use alternative channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing to make sales outside your territory.

In connection with establishing a territory, we and you will mutually agree on a performance plan that sets forth the performance requirements you must meet with respect to your territory. The performance plan is based on your annual Gross Sales, which serves as an indication of your overall business growth. Performance plans will not be uniform, and the performance requirements in your performance plan will be specifically tailored to the attributes of your territory and will vary based on the size of territory, the population of your territory, your financial resources and other factors we and you agree are appropriate. In the event you do not meet the performance requirements in your performance plan, then (i) we may, and may permit others to, solicit and make sales in your territory, or (ii) reduce the size of your territory, in our sole discretion, to a size that we determine to be appropriate based on your level of performance during your agreement term or upon renewal.

Within your territory, we will grant you certain rights based on the type of Franchised Business you purchase as follows:

1. The "Territory" franchise will grant you the right to operate at the following locations within your territory: (i) one retail store or kiosk at an approved location within your territory for in-person sales and catering to customers (additional stores may be added for an additional fee and subject to our approval), (ii) an unlimited amount of fairs, festivals, and similar events within your territory (subject to our approval for each instance), and (iii) an unlimited number of vending machines and stand-alone freezers placed within other retail locations within your territory (subject to our approval for each instance). We will not place another Distribution franchise in your territory if you purchase a Territory franchise.

2. The "Store Only" franchise will grant you the right to operate at one retail store or kiosk at an approved location within your territory for in-person sales and catering to customers within your territory (additional stores may be added for an additional fee and subject to our approval).

3. The "Distribution" franchise will grant you the right to operate an unlimited number of vending machines and stand-alone freezers placed within other retail locations within your territory (subject to our approval for each instance) and to fulfill catering orders for customers in your territory.

We will not grant a franchise or license to any other person to establish a Franchised Business in the same enclosed mall, strip mall, shopping center or facility in which your fixed location store or kiosk is located if you purchase a Territory Franchised Business or Store Only Franchised Business. However, if a franchisee has a vending machine or freezer placement already located in the mall prior to your franchise purchase, that vending machine or freezer placement will be permitted to continue operating in its current location.

We will not solicit or make sales or permit any other person to solicit or make sales of any Dippin' Dots® products within your territory, so long as you meet the performance requirements set forth in a performance plan mutually agreed upon by us and you, except as follows:

- DDL and its distributors may continue to sell Dippin' Dots® products in locations in your territory where DDL or the distributor had operations prior to the date of your Franchise Agreement.

- We may solicit the right to make sales at retail venues as described in Exhibit A-1 to the Franchise Agreement in your territory on your behalf and will offer the right to make sales at these retail venues to you. If you are unable to or choose not to solicit and make sales at such retail venue, then we may, in our sole discretion, sell direct to the location or permit another person to solicit and make sales at that particular retail venue and that retail venue will be carved out of your territory going forward.

- Certain large retail "chains" prefer to have their accounts handled through a centralized organization rather than through multiple franchisees. If you are soliciting and making sales at a retail location that is part of a "National Account", otherwise known as a Product Placement Venue under the Franchise Agreement, then upon a request from that chain's headquarters, DDL may take over operations at the location solely in connection with DDL's sale of Dippin' Dots® products to all or a portion of such National Account's location. "National Account" means any retail establishment having operations in multiple states. You shall not receive any compensation from us or DDL for taking over operations at any such National Account location.

- We may solicit and make sales of Dippin' Dots® products to customers within your territory at a lower price set by us on your behalf, in which case, we will first offer you the right to complete the sale to such customers at the price that we have offered to the customer and to receive the proceeds thereof. If you are unable to or choose not to complete such sales offered by us to customers within your territory, then we may, in our sole discretion, complete the sale to such customer or permit another franchisee or person to complete the sale to such customer. Additional details for this exception shall be provided in the Manual.

If you fail to meet the performance requirements set forth in your performance plan with respect to any particular location or event within your territory, we may, at our discretion, solicit or make sales or permit others (including other franchisees) to solicit or make sales at such location or event; provided, however, that we will not and will not permit others to solicit or make sales from a location that is within a 100-foot radius of your cart at such location or event.

DDL reserves the sole right to make sales over the internet (or other alternative distribution channels) of Dippin' Dots® products and you may not make any sales over the internet (or other alternative distribution channels), even if such sales are within your territory. DDL will not compensate you for soliciting or accepting orders inside your specified territory.

You may not relocate your fixed location store or kiosk without our prior written consent. We have the right to accept or reject any change of location requests in our sole discretion. You must pay us a fee of $1,000 if you relocate your fixed location store or kiosk. We will review a number of factors to decide whether to approve relation of your fixed location store or kiosk, including your lease, sales, other nearby businesses and your proposed new location.

You have no options, rights of first refusal or similar rights to acquire additional territories. Additional Dippin' Dots and/or Co-Brand locations within your territory will not be afforded rights of first refusal and may be offered to a "new" or existing franchisee without your prior approval or knowledge.

Our affiliate, Doc Popcorn Franchising L.L.C. ("DPF") currently offers franchises to sell Doc Popcorn® branded popcorn products at a fixed retail location and events ("Doc Popcorn® Franchises") throughout the United States. We and DPF each offer co-branded franchise opportunities that are comprised of both Doc Popcorn® Franchises and Dippin' Dots® Franchises. We share our principal business address with DPF. Doc Popcorn locations may be located near your Dippin' Dots franchise. We do not anticipate

conflicts with, or between, Doc Popcorn and Dippin' Dots franchisees regarding territory, customers, or franchisor support because the franchises offer different food products and experiences. If a conflict does arise, we will analyze the conflict and take actions (if any) that we deem appropriate.

ITEM 13
TRADEMARKS

The Franchise Agreement grants you the right to use only the Marks we designate, and only in the manner we authorize and permit, and only for the operation of your Dippin' Dots® Franchised Business.

Registrations and Applications

The following Marks, which are registered on the Principal Register of the United States Patent and Trademark Office, are owned by DDL, have been licensed to DDF and will be sublicensed to you for your use pursuant to the Franchise Agreement:

Mark	Registration Number	Date of Registration
DIPPIN' DOTS®	1551183	August 8, 1989
ICE CREAM OF THE FUTURE®	1769015	May 4, 1993
DIPPIN' DOTS ICE CREAM OF THE FUTURE®	2156908	May 12, 1998
DIPPIN' DOTS®	3043871	January 17, 2006
DIPPIN' DOTS ICE CREAM®	3212694	February 27, 2007
Dippin' Dots®	3580467	February 24, 2009

All required affidavits of use and renewals have been filed as necessary to keep the federal registration/application of the Trademarks listed above in full force and effect.

There are no pending material determinations of the United States Patent and Trademark Office related to the Marks. Also, there are no pending Opposition or Cancellation proceedings related to the Marks with the Trademark Trial and Appeal Board.

We have used the Marks and have also acquired common law rights in the Marks as a result of this use.

DDL owns the Marks and has licensed to DDF the right to sublicense the Marks to franchisees throughout the United States under a license agreement dated September 15, 1999. The agreement is for a term of thirty (30) years and expires in December 2029. The agreement may be terminated by DDF upon 60 days notice to DDL, by either party in the event of a default, and by DDL if DDF undertakes certain

actions. If the agreement expires or is terminated, the franchisees will no longer have any right to place orders for products or merchandise or to use the Marks or the System. There are no other agreements currently in effect that significantly limit our rights to use or license the use to franchisees of the Marks in any manner.

DDF currently has no pending material federal or state court litigation regarding DDF's use or ownership rights in the Marks, nor are there any infringing uses actually known to DDF that could materially affect your use of the Marks.

We grant you the right to use the Marks. These rights are derived exclusively from your Franchise Agreement and are strictly limited to the operation of your Dippin' Dots® Franchise under your Franchise Agreement and all applicable standards, specifications and operating procedures we required during the term of the Franchise Agreement. Any unauthorized use of the Marks is a breach of your Franchise Agreement and infringement of our rights in and to the Marks.

Your use of the Marks and any goodwill developed by your use inures to the exclusive benefit of DDF and DDL. The Franchise Agreement does not confer any goodwill or other interest in the Marks to you. You have only the right to operate a Franchised Business in compliance with the Franchise Agreement. These rights and restrictions will also apply to any other trademarks, service marks, commercial symbols, designs, artwork and logos that DDF may license to you to use during the Term.

You must use the Marks as the sole trade identification of your Franchised Business, and you must identify your Franchised Business in the form we require as the independent owner of the Franchised Business. You must use all Marks and other commercial symbols that we may license to you in full compliance with our rules. You cannot use a name or mark as a part of a corporation name or with modifying words, designs or symbols except for those which we license to you. You may not use the Marks with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

You must notify us in writing immediately (within 10 days) of any claim of infringement, unfair competition or other challenge to your right to use any of the Marks, or if you become aware of any use of or claims to any Marks by persons other than DDL, DDF or its franchisees. We will take whatever action to protect the Marks that we, in our sole discretion, deem appropriate. You must not communicate with anyone except DDL, DDF and its counsel concerning any infringement, challenge or claim except under judicial process. DDL and DDF retain the exclusive right to control any litigation or other proceeding involving any infringement, challenge or claim of any Marks. You must fully cooperate in order to protect and maintain DDL's and DDF's interest in any litigation or proceeding involving the Marks or otherwise to protect and maintain DDL's and DDF's interests in the Marks including signing all instruments and documents, rendering all assistance and taking all actions that our attorneys deem necessary or advisable. [Section 8.2.7 of the Franchise Agreement.]

We are not required to defend you against any claim against your use of the Marks. We will, however, reimburse you for your liability and reasonable costs for defending the Marks. In order to be eligible for reimbursement you must meet all of our requirements as stipulated herein and in the Franchise Agreement.

You must modify or discontinue the uses of any Marks to the extent we modify it or discontinue it. If we discontinue your right to use the name "Dippin' Dots®" because of a severing of the agreement between DDF and DDL, we will reimburse you for the costs of modifying your signs and advertising materials to reflect the new name of the franchise system but shall otherwise have no obligation or liability to you as a result of any such additions, substitutions or discontinuances. [Section 8.3.7 of the Franchise Agreement.]

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

We neither own nor presently have any claims in any patent rights.

Copyrights

In addition to certain advertising and promotional materials, operations manuals and training materials in which we claim copyright rights, we own the following registered copyrights. We reserve the right to, and expect to, register additional copyrights in the future. There are no material determinations before the United States Copyright Office, or any pending material claims or actions regarding any of the copyrights. There are no other agreements currently in effect that significantly limit our rights to use or license the use to franchisees of the copyrights in any manner. There are no known claims or acts of infringement related to the copyrights.

Title and Registration No.	Date	Duration
Dippin' dots/TX0005666620	November 11, 2001	95 years
Ice cream of the future: Dippin Dots/VA0005186922	October 1, 2002	95 years
www.dippindots.com/TX0006968944	January 17, 2008	95 years

Confidential Information

Confidential and proprietary information, as well as DDL's and DDF's trade secrets, are contained in the Manual and other materials made available to you. Because of this, you must take all reasonable steps necessary to maintain this information and trade secrets (collectively, "Confidential Information") as secret and confidential and to ensure that this material and the information contained therein is not used in any unauthorized manner. DDL and DDF own and will develop and acquire certain confidential and proprietary information and trade secrets including, but not limited to, the following categories of information: (1) methods, techniques, tools, specifications, standards, policies, procedures, information, concepts, systems and knowledge and experience in DDF's development, operation and franchising; (2) marketing and promotional programs for DDF; (3) the software; (4) knowledge of specifications for and knowledge of suppliers of certain materials, equipment, furniture and fixtures for DDF; and (5) knowledge of DDF's customer lists, operating results and financial performance. These methods, techniques, procedures and knowledge may be developed by DDF, its affiliates or its franchisees.

DDF will disclose to you all parts of the Confidential Information as required for the operation of the Franchised Business in the Manual, during Basic Management Training and the course of the Term. You may learn additional Confidential Information of DDF during the Term. You shall be responsible for taking reasonable steps to ensure that your employees maintain the confidentiality of information that they receive in connection with their employment by you, and you shall be responsible for their unauthorized disclosure of any such confidential information.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

Your Franchised Business must be directly supervised by an on-site manager who has successfully completed the Basic Management Training Program ("Manager"). The Manager is expected to devote his or her best full-time efforts to the management and operation of your Franchised Business. The Manager is not required to have any equity interest in your Dippin' Dots® Franchise. The Manager cannot have an interest or business relationship in any business competing with DDL, DDF or its franchisees. Any replacement or additional Managers are required to complete Basic Management Training before managing your Dippin' Dots® Franchised Business, unless we otherwise agree in writing. You shall be responsible for taking reasonable steps to ensure that your Manager maintains the confidentiality of information that the Manager receives in connection with his or her employment by you and you shall be responsible for his or her unauthorized disclosure of any such confidential information. Any and all information, knowledge, know-how, techniques and other data which we designate as confidential shall be deemed confidential for purposes of this Agreement.

If you are a corporation, limited liability company or other entity, all of the your holders of a legal or beneficial interest of 5% or more must execute a Personal Guaranty upon becoming a franchisee that will also, among other matters, require them to jointly and severally guarantee your payment and performance under this Agreement and any other agreements between you and DDF. Any other persons providing substantial capital for your operations must also execute a Personal Guaranty. DDF reserves the right to require any guarantor to provide personal financial statements at any time upon request. Unless your spouse is a holder of more than 5% of the franchisee entity or providing substantial capital for your operations, your spouse does not have to sign the Personal Guaranty.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all goods and services that we require for all franchisees. We have the right to add or remove authorized products or services offered by franchisees. There are no limits to our right to add or remove products or services offered by franchisees. Some products and services offered will be optional as among franchisees based on market, distribution, legal and unit conditions. These will be determined by us, in our sole discretion, on a case-by-case basis. You must keep the Franchised Business open and in normal operation for the minimum hours and days as we require in the Manual or otherwise in writing except as may be limited by local governmental regulations or the landlord of the Premises' rules and regulations. You must not allow the use of the Premises for any other purpose or activity at any time without first obtaining our written consent. This prohibition is extended to but not limited to the production, storage, and/or distribution of any other frozen beaded product.

There are no restrictions on the customers you may serve except as provided in this Item. Sales to customers over the internet are prohibited. You must not offer any goods or services without our written consent.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists 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	2.1	The term of the Franchise Agreement is five (5) years.
b. Renewal or extension of the term	2.2	You may renew the term of this Agreement for two (2) additional consecutive terms of five (5) years each, if you are in good standing and satisfy certain conditions set forth in the Franchise Agreement.
c. Requirements for franchisee to renew or extend	2.2, 2.3	"Renewal" means that, subject to the requirements and limitations set forth in your Franchise Agreement, upon the expiration of the term of your current Franchise Agreement, you will enter into a new franchise agreement according to the then-current terms and conditions. You may renew if you provide us with written notice less than three months but not more than six months prior to the end of your then-current term; are current with all monies owed; in full compliance with Franchise Agreement; execute then-current Franchise Agreement and other ancillary documents; remodel to conform with then-current standards; pay a renewal fee of $2,500 for a Territory Franchised Business, $2,000 for a Store Only Franchised Business or a Distribution Franchised Business; and sign general release. This means that you may be asked to sign an agreement with terms and conditions that are materially different from those in your original agreement.
d. Termination by franchisee	None	Your right to terminate is subject to state law.
e. Termination by franchisor without cause	None	

Provision	Section in Franchise or Other Agreement	Summary
f. Termination by franchisor with cause	15.1	We can terminate only if you default.
g. "Cause" defined - curable defaults	15.3	Failure to comply with Franchise Agreement; failure to promptly pay monies owed to us or DDL; failure to maintain standards set forth in Franchise Agreement; failure to obtain our written consent, when required; acting or failing to act in manner in breach of your lease; and attempting to sell Dippin' Dots® products outside your territory. Curable defaults must be cured within 30 days after we send you written notice.
h. "Cause" defined – non-curable defaults	15.2	Bankruptcy; insolvency; failure to complete training; abandonment of Franchised Business; loss of lease; conviction of felony; purported assignment without our written consent; failure to comply with covenants in Franchise Agreement; maintaining false books and records; misuse of Marks; refusal to let us inspect your Franchised Business; threat to public health or safety arising from your operation of Franchised Business; failure to initiate steps to cure default after notice; and occurrence of same default within a two-year period.
i. Franchisee's obligations on termination/non-renewal	16	You must immediately stop operating the Franchised Business, and not represent to the public or hold yourself out as a present or former franchisee of Franchisor. You must cease to use any confidential methods, procedures and techniques; pay all money owed.
j. Assignment of contract by franchisor	14	No restriction on DDF's right to assign.
k. "Transfer" by franchisee – defined	14.1	Sell, assign, transfer, convey, pledge, mortgage, encumber, merge or give away any direct or indirect interest in this Agreement, in Franchisee or in all or most of the assets of the Franchised Business.
l. Franchisor approval of transfer by franchisee	14	We have the right to approve any transfer of the Franchised Business. Approval may

Provision	Section in Franchise or Other Agreement	Summary
		be granted or denied in our sole and absolute discretion.
m. Conditions for franchisor approval of transfer	14.2	If new franchisee qualifies and is approved by us, payment of all monies owed, execution of a general release, defaults corrected, personal guarantees signed, refurbishment of premises as required, transfer fee is paid, training arranged, assignment agreement or new franchise agreement on then-current form signed, and any other conditions we specif. (See "r" below). The general release is subject to restrictions in applicable state law.
n. Franchisor's right of first refusal to acquire franchisee's business	14.3	We have the right to purchase your Franchised Business before anyone else by matching their offer.
o. Franchisor's option to purchase franchisee's business	Not Applicable	
p. Death or disability of franchisee	14.4	Franchise must be assigned by estate to approved buyer within 6 months.
q. Non-competition covenants during the term of the franchise	17.2 - 17.4	No involvement in competing business during term of Franchise Agreement (subject to state law).
r. Non-competition covenants after the franchise is terminated or expires	17.3	No competing business for two years following termination, expiration or transfer of Franchise Agreement within the Territory (subject to state law).
s. Modification of the agreement	22	Generally, no modifications, but Manual is subject to change.
t. Integration/merger clause	22, 23	Only the terms of the Franchise Agreement are binding (subject to Federal, FTC or state law). Any representation or promises outside of the Disclosure Document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	24	Except as otherwise provided in the Franchise Agreement, all disputes to be resolved by binding arbitration in

Provision	Section in Franchise or Other Agreement	Summary
		Oklahoma City, Oklahoma (subject to state law).
v. Choice of forum	24.1	Unless otherwise provided by state law or expressly stated in this Disclosure Document, you must file any suit against us only in the federal or state court having jurisdiction in Oklahoma City, Oklahoma. We may file suit in the federal or state court having jurisdiction in Oklahoma City, Oklahoma or in the jurisdiction where you reside or do business or where the Franchised Business is or was located or where the claim arose.
w. Choice of law	24.1	Unless otherwise provided by state law or expressly stated in this Disclosure Document, the laws of the State of Oklahoma apply.

ITEM 18
PUBLIC FIGURES

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

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.

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 other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Stephen C. Heisner, Vice President of Administration, Dippin' Dots Franchising, L.L.C., 910 South 5th Street, Paducah, Kentucky 42003, 270-575-6990, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	239	248	+9
	2024	248	261	+13
	2025	261	259	-2
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	
Total Outlets	2023	239	248	+9
	2024	248	261	+13
	2025	261	259	-2

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than us)
For years 2023 to 2025

State	Year	Number of Transfers
Alabama	2023	0
	2024	1
	2025	1
Arizona	2023	0
	2024	0
	2025	1
Florida	2023	1
	2024	2
	2025	2
Hawaii	2023	1
	2024	2
	2025	0
Illinois	2023	0
	2024	1
	2025	0
Indiana	2023	0
	2024	1
	2025	0
Kentucky	2023	0
	2024	0
	2025	1

State	Year	Number of Transfers
Maryland	2023	0
	2024	3
	2025	0
Minnesota	2023	1
	2024	0
	2025	0
Mississippi	2023	1
	2024	0
	2025	0
Missouri	2023	0
	2024	0
	2025	1
New Jersey	2023	0
	2024	0
	2025	1
New York	2023	0
	2024	0
	2025	1
Ohio	2023	0
	2024	1
	2025	0
Pennsylvania	2023	1
	2024	0
	2025	0
Tennessee	2023	0
	2024	1
	2025	0
Texas	2023	0
	2024	1
	2025	2
Virginia	2023	0
	2024	1
	2025	0
Totals	2023	5
	2024	14
	2025	11

Table No. 3
Status of Franchised Outlets
For years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminat-ions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Alabama	2023	7	0	0	0	0	0	7
	2024	7	1	0	0	0	1	7
	2025	7	1	0	0	0	1	7
Alaska	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Arizona	2023	4	1	0	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	2	0	0	0	2	6
Arkansas	2023	5	0	0	1	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
California	2023	19	0	0	0	0	0	19
	2024	19	1	0	0	0	0	20
	2025	20	0	0	0	0	0	20
Colorado	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Connecticut	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Delaware	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	23	2	2	0	0	0	23
	2024	23	5	0	0	0	3	26
	2025	26	3	0	0	0	2	27
Georgia	2023	34	1	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Hawaii	2023	4	1	0	0	0	0	5
	2024	5	3	0	0	0	2	6
	2025	6	0	0	0	0	0	6
Idaho	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Illinois	2023	13	0	0	2	0	0	11
	2024	11	5	0	0	0	1	15
	2025	15	0	0	0	0	0	15

State	Year	Outlets at Start of Year	Outlets Opened	Terminat-ions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Indiana	2023	4	0	0	0	0	0	4
	2024	4	1	0	0	0	1	4
	2025	4	0	0	0	0	0	4
Kansas	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Kentucky	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4
	2025	4	2	0	0	0	1	5
Louisiana	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Maryland	2023	6	0	0	0	0	0	6
	2024	6	3	0	0	0	3	6
	2025	6	0	0	0	0	0	6
Massachusetts	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Minnesota	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Mississippi	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	1	0	0	3
Missouri	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	1	0	0	0	1	4
Montana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nebraska	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Nevada	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
New Jersey	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	1	0	0	0	1	4
New Mexico	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminat-ions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
New York	2023	5	0	0	0	0	0	5
	2024	5	2	0	0	0	0	7
	2025	7	0	3	0	0	0	4
North Carolina	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
North Dakota	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Ohio	2023	8	0	0	0	0	0	8
	2024	8	2	0	0	0	1	8
	2025	8	0	0	0	0	0	8
Oklahoma	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Oregon	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Pennsylvania	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	1	0	0	3
Puerto Rico	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Rhode Island	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Carolina	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
South Dakota	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Tennessee	2023	4	0	0	0	0	0	4
	2024	4	2	0	0	0	1	5
	2025	5	0	0	0	0	0	5
Texas	2023	39	1	0	1	0	0	39
	2024	39	1	0	0	0	1	39
	2025	39	3	0	0	0	2	40
Utah	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Virginia	2023	9	0	0	0	0	0	9
	2024	9	2	0	0	0	1	10
	2025	10	0	0	0	0	0	10

State	Year	Outlets at Start of Year	Outlets Opened	Terminat-ions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Washington	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
West Virginia	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Wisconsin	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Wyoming	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Totals	2023	239	11	2	2	0	1	248
	2024	248	30	0	0	0	15	261
	2025	261	14	3	2	0	11	259

Exhibit 6 to this disclosure document lists the names, addresses and telephone numbers of our franchisees who were operating Franchised Businesses as of September 27, 2025. Exhibit 7 of this Disclosure Document lists the name, last known address and telephone number of every franchisee whose franchise agreement was, during 2025, terminated, canceled, not renewed, or who has, during the same time period, otherwise voluntarily or involuntarily ceased to do business in a Dippin' Dots® location or who has not communicated with us within 10 weeks of the application date. If you buy this franchise, your contact information may be disclosed to other prospective buyers when you leave the franchise system.

During the last 3 fiscal years, we have not required any franchisees to sign confidentiality clauses.

Table No. 4
Status of Company-Owned Outlets
For years 2023 to 2025

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Totals	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Table No. 5
Projected Openings
As Of September 27, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Totals	0	0	0

Franchisee Association

DDF created and supports the following franchisee organization:

DDF Franchisee Council, Inc.
910 South 5th Street
Paducah, Kentucky 42003
(270) 575-6990

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit 8 are our audited financial statements for the fiscal years ending as of September 27, 2025, September 30, 2023, and September 28, 2024, and our unaudited financial statements as of March 28, 2026. Our fiscal year ends on the last Saturday of September each year.

ITEM 22
CONTRACTS

The following contracts are attached to this Disclosure Document:

Exhibit 3	Franchise Agreement
Exhibit 4	Customer Agreement
Exhibit 5	General Release
Exhibit 10	State Specific Agreement Amendments

ITEM 23
RECEIPTS

The last two pages of this Disclosure Document (Exhibit 13) are identical pages acknowledging receipt of this entire document (including the exhibits). Please sign and return to us one copy; please keep the other copy along with this Disclosure Document.

EXHIBIT 1

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. 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 these states:

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 (212) 416-8222
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505-0510 (701) 328-2910
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT 2

LIST OF AGENTS FOR SERVICE OF PROCESS

LIST OF AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** New York Secretary of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance Commissioner North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505-0510 (701) 328-2910
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT 3

FORM OF FRANCHISE AGREEMENT

DIPPIN' DOTS® FRANCHISING, L.L.C.

TERRITORY DEVELOPMENT OPTION AND LOCATION FRANCHISE AGREEMENT

DIPPIN' DOTS® TERRITORY DEVELOPMENT AND LOCATION FRANCHISE AGREEMENT

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Exhibits

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Exhibit B - Development Schedule Performance Plan
Exhibit C – DMA Counties–
Exhibit D - Personal Guaranty For Shareholder/Member of Dippin' Dots® Entity Franchisee
Exhibit E - Franchisee Information Sheet

DIPPIN' DOTS® TERRITORY DEVELOPMENT AND LOCATION FRANCHISE AGREEMENT

THIS AGREEMENT (this "Agreement"), is made and entered into on this _____ day of _____, _____, (the "Effective Date") by and between DIPPIN' DOTS FRANCHISING, L.L.C., an Oklahoma limited liability company, with our principal place of business at 910 South 5th Street, Paducah, Kentucky 42003 ("we" or "us"), and _____ _____, with a business address of _____ ("you").

WITNESSETH:

WHEREAS, over a period of time and as a result of the expenditure of time, skill and money, we have developed and own a proprietary system ("System") identified by the mark "Dippin' Dots®" related to the establishment, development and operation of facilities offering ice cream, yogurt, frozen ice and other Dippin' Dots® branded products prepared in accordance with our specifications and method of operations, promotion and sales including without limitation;

WHEREAS, Dippin' Dots LLC is the owner of the right, title and interest, together with all the goodwill connected thereto, in and to the trade names, service marks and trademarks, "DIPPIN' DOTS®" and Design and "DIPPIN' DOTS ICE CREAM OF THE FUTURE®" and Design, and associated marks, logos, commercial symbols and such other trade names, service marks, and trademarks, as are now designated (and may hereafter be designated by us in writing) as part of the System (the "Marks"); DDL licenses us to use and franchise the right to use the Marks;

WHEREAS, we grant qualified persons franchises (each, a "Dippin' Dots® Franchised Business" or "Franchised Business") to own and operate a Dippin' Dots® business offering products ("Products") and services that we authorize and that utilizes the System and the Marks at certain locations, including (i) locations operating as Dippin' Dots® branded stores (including outlet(s) and/or kiosk(s)) venues that operate from a stationary location for a continuous term under a lease or other right to tenancy agreement ("Stores"), (ii) "time limited" venues such as Dippin' Dots® branded fairs and festivals ("Events") and (iii) additional Dippin' Dots® approved locations utilizing Dippin' Dots® branded vending machines and/or other so identified "self serve" or third party operated freezer placements within an otherwise separately branded or commonly recognized and/or designated retail domain ("Product Placement Venues"). Stores, Events and Product Placement Venues are referred to collectively herein as "Retail Venues" and are shown separately and collectively on EXHIBIT A - RETAIL VENUES;

WHEREAS, you understand and acknowledge the value of our high standards of quality, cleanliness, appearance and service and the necessity of operating the Dippin' Dots® Retail Venue in conformity with our standards and specifications; and

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

1. GRANT

1.1 We grant to you the right and you, as the Franchisee, accepts the obligation, upon the terms and conditions set forth in this Agreement to operate the Franchised Business using the Marks and the

System, which shall consist of and include the rights to: (A) for a Territory franchise, the following locations within your territory if we grant you the right to a Territory franchise: (i) operate at one (1) Dippin' Dots® Store at each Accepted Location for in-person sales and catering to customers (additional stores may be added for an additional fee and subject to our approval), (ii) operate at an unlimited amount of fairs, festivals, and similar events within your territory (subject to our approval for each instance), and (iii) solicit and sell approved Products at the types of "Retail Venues" set forth in EXHIBITS "A" and "A-1" in the territory set forth on Exhibit "B" attached hereto (the "Territory"); (B) for a "Store Only" franchise operate at one (1) Dippin' Dots® Store at each Accepted Location for in-person sales and catering to customers in-person sales and catering to customers within your Territory (additional stores may be added for an additional fee and subject to our approval); or (C) for a "Distribution" franchise, solicit and sell approved Products at the types of "Retail Venues" set forth in EXHIBITS "A" and "A-1" in the Territory and to fulfill catering orders for customers in your Territory.

1.2 For purposes of clarity, you may not solicit any customers or ship any Products to any customers outside your Territory without our prior written consent. Notwithstanding the foregoing, if this Agreement is being signed by an existing franchisee that does not currently have the right to operate a Store, you, the existing franchisee, shall not have the right to operate any Store at any Accepted Location under this Agreement unless you have accepted and executed this Agreement form and until you pay an additional franchise fee of Ten Thousand Dollars ($10,000). We will not place another Distribution franchise in your territory if you purchase a Territory franchise.

1.2.1 Notwithstanding anything to the contrary in this Agreement, if you purchase a Franchised Business hereunder and establish and operate a permanent inline/standalone Store and you also purchase a Doc Popcorn® franchise from our affiliate, Doc Popcorn Franchising L.L.C., an Oklahoma limited liability company ("DPF"), you may be eligible upon our approval, which may be given in our sole discretion, to co-brand the Dippin' Dots® Store at the Accepted Location with Doc Popcorn® branding and trademarks. Plans, specifications and other conditions for such co-branding of the Store, such as use of the Marks in conjunction with the Doc Popcorn® trademarks, shall be subject to our direction and final approval, which may be given in our sole discretion. Our approval of such co-branding Store, as contemplated herein, shall also serve as our consent to the extent that any provision in this Agreement would otherwise require our consent in connection with the intended use of the Marks as contemplated by the co-branding Store model.

1.3 If, at the time of execution of this Agreement, a location(s) for a Dippin' Dots® Retail Venue(s) has not been obtained by you and accepted by us, you shall lease or acquire a location(s), subject to our acceptance. You shall not relocate the Dippin' Dots® Retail Venue, or operate the Franchised Business from any other location, without our prior written acceptance.

1.4 <u>Retail Venues</u>.

1.4.1 You may not contact any person, entity or group in an effort to solicit sales at any Retail Venue without our prior written acceptance. After written request and upon our written acceptance you may solicit and make sales in connection with the particular Retail Venue that was accepted and included on <u>Exhibit "A" - Retail Venues</u>. We shall maintain and update an electronic list of the "Retail Venues" at which we have given you approval to solicit and make sales on the franchisee extranet section of our website (the "Exhibit "A" Retail Venues List"). If you fail to meet the performance plan under <u>Exhibit "B" – Development Schedule</u> at any and all such Retail Venue(s) for two (2) consecutive years,

such Retail Venue(s) shall be deleted from the Exhibit "A" Retail Venues List and cease to be included under your Territory.

1.4.2 All Events must be approved in writing before pursuing the Event within your Territory. Upon approval to pursue any Event, you will be given a set period of time (not to exceed 3 months) to make application to the Event for the right to sell Products at such Event. The Event will be listed as a pending Event until you are given approval to sell Products at that Event. You must deliver a copy of the approved application to us before such Event will be added to your Exhibit "A" – Retail Venues List.

1.5 Territory.

1.5.1 During the term of this Agreement, and except as otherwise provided herein, we shall not grant a franchise or license to any other person to establish a Franchised Business at any location within the same enclosed mall, strip mall, shopping center or other facility in which your Dippin' Dots® Retail Venue, if any, is located.

1.5.2 Except as provided in Section 1.5.4(a) and (b) and Section 1.5.5 below and except for locations where our affiliate, Dippin' Dots, L.L.C., an Oklahoma limited liability company ("DDL"), or its distributors had operations prior to you being granted the Territory, we will not solicit or make sales or permit any other person to solicit or make sales of any Product within the Territory so long as you meet the performance requirements set forth in your performance plan attached hereto as Exhibit B (the "Performance Plan"). In the event you do not meet the performance requirements set forth in your Performance Plan, (i) we may, and may permit others to, solicit and make sales in your Territory, or (ii) reduce the size of your Territory in our sole discretion to a size that we determine to be appropriate based upon your level of performance. In the event that you do not meet the performance requirements set forth in the Performance Plan with respect to any particular Retail Venue within the Territory, we may, at our discretion, solicit or make sales or permit others (including other franchisees) to solicit or make sales at such Retail Venue; provided, that we will not and will not permit others to solicit or make sales from a location that is within a radius of one hundred (100) feet from your Retail Venue formerly located within the Territory.

1.5.3 Except for the exceptions noted on your Performance Plan and as permitted pursuant to Section 1.5.2 and Section 1.5.4 of this Agreement, we will not permit other franchisees to solicit or make sales in your Territory so long as you meet the performance requirements set forth in your Performance Plan.

(a) We may solicit the right to make sales at Retail Venues in the Territory on your behalf and we will offer the Retail Venue to you. If you are unable to or choose not to solicit and make sales at any Retail Venue that we offer you within the Territory, then in our sole discretion, we may permit another person to solicit and make sales at such Retail Venue formerly within the Territory and such Retail Venue will no longer be included within the Territory.

(b) We may solicit and make sales of Products to customers within your Territory at a price set by us on your behalf, which may be reasonably lower than the then-current retail prices. In such case, we will first offer you the right to complete the sale to such customers at such price that we have offered to the customer and you may receive the proceeds thereof. If you are unable to or choose not to complete such sales offered by us to customers within your Territory, then we may, in our

sole discretion, complete the sale to such customer or permit another franchisee or person to complete the sale to such customer. We may provide additional details for this exception to your Territory in the Manual (as defined hereinafter) from time to time.

1.5.4 We retain the rights, among others: (a) to establish accounts in any "prohibited location" (as set forth on Exhibit A-1) within or outside the Territory; (b) to authorize the sale of the Product in any format except a Franchised Business at any location, regardless of proximity to your Dippin' Dots® Retail Venue, if any, including direct sales by DDL; (c) to sell or authorize others to make sales at any Retail Venue that ceases to be part of the Territory; (d) to sell or authorize others to make sales at any Retail Venue within the Territory with respect to which you have failed to meet the performance requirements set forth in the Performance Plan, subject to the restrictions set forth in this Section 1.5; and (e) to authorize other franchisees to make sales in your Territory if you have failed to meet the performance requirements set forth in the Performance Plan, subject to the restrictions set forth in this Section 1.5.

1.5.5 Notwithstanding anything herein to the contrary, if your Franchised Businesses is located in any of the following Designated Market Areas (as defined by the Neilson Company), the limited exclusivity granted in this Section 1.5 will be inapplicable and we can add additional franchisees to these markets at our sole discretion:

The markets that are defined by this are:

New York, NY	Phoenix, AZ	Portland, OR
Los Angeles, CA	Seattle-Tacoma, WA	Charlotte, NC
Chicago, IL	Tampa- St. Petersburg, FL	St. Louis, MO
Philadelphia, PA	Minneapolis- St. Paul, MN	Raleigh-Durham, NC
Dallas-Ft. Worth, TX	Detroit, MI	Indianapolis, IN
San Francisco-Oakland, CA	Denver, CO	Pittsburgh, PA
Atlanta, GA	Orlando, FL	San Diego, CA
Houston, TX	Miami-Ft. Lauderdale, FL	Baltimore, MD
Washington, D.C.	Cleveland-Akron, OH	Nashville, TN
Boston, MA	Sacramento, CA	Salt Lake City, UT

Exhibit C – DMA Counties is the list of counties that are included in each Designated Market Area.

1.6 If you are soliciting or making sales to a Product Placement Venue that is in a location that is part of a "National Account," then DDL may take over operations at the location of such Product Placement Venue solely in connection with DDL's sale of Product to all or a portion of such National Account's locations. For purposes of this Agreement, a "National Account" is any retail establishment having one hundred (100) or more locations.

1.7 You may not conduct sales via the alternative distribution channels, including e-commerce and the internet. This provision shall not prevent you from otherwise communicating with customers by e-mail, so long as that communication does not involve receipt of orders for product being sold to unapproved locations.

1.8 Acknowledgements.

1.8.1 You acknowledge that absolute uniformity under certain conditions may not be possible or in the best interest of the System, you or us, and that, as a result, we may modify the System from time to time with respect to certain of our other franchisees. You agree that we shall have the right to modify the terms of the franchise agreement for any other franchisee based upon the unique attributes of our specific site or situation, existing business practices, business potential, population density or any other condition we consider important to the successful operation of such franchisee's business. You are not entitled to require us to grant you equivalent or similar variations granted to or permitted to any other franchisee or any location that we operate.

1.8.2 You also acknowledge that modifications to the System may be appropriate from time to time because of developments (e.g. technology, industry standards, consumer preferences or costs of components of the System) or other changes affecting the System, and that, as a result, we may supplement, improve or otherwise modify the System, from time to time. You agree to comply with any such modifications that we make to the System, including, without limitation, modifications with respect to offering and selling new or different Products or services.

2. TERMS AND RENEWAL

2.1 This franchise for the Franchised Business will continue for a primary term of five (5) years, beginning on the Effective Date, unless it is terminated earlier due to breach or default or as otherwise provided in this Agreement.

2.2 If at the end of the five (5)-year primary term you are in full compliance with all of your obligations under this Agreement, you will have the option to renew the franchise for an additional term of five (5) years from the expiration of the primary term (the "Secondary Term") upon the terms and conditions set forth in 2.3 below. If at the end of the Secondary Term you are in full compliance with all of your obligations under this Agreement, you will have the option to renew the franchise for an additional term of five (5) years from the scheduled expiration date of the Secondary Term pursuant to the procedures set forth in 2.3 below

2.3 If the conditions in Section 2.2 are met, you may renew your franchise under this agreement by (i) notifying us of your intention to renew, not less than three (3) months nor more than six (6) months prior to the end of the then-current term, (ii) signing our then-current franchise agreement and all other ancillary documents, (iii) remodeling, refurbishing, modernizing and upgrading your Dippin' Dots® Retail Venue(s) , if any , including interior and exterior, structure components, mechanical condition, furnishings, fixtures, signs, equipment and trade dress, to conform to our standards at that time, (iv) paying a renewal fee of (1) Seven Thousand Dollars ($7,000) for a Territory franchise, (2) Three Thousand Dollars ($3,000) for a Store Only franchise, or (3) Five Thousand Dollars ($5,000) for a Distribution franchise, and (v) signing and furnishing to us a general release on a form we prescribe, releasing us and our affiliates and each of our directors, officers, managers, and owners of any liability or claims you may have against each. If you do not satisfy any of these conditions, you will not be able to renew the franchise. If you do not qualify to renew or elect not to renew, the franchise will terminate and you must comply with requirements relating to termination.

3. DUTIES OF FRANCHISOR

3.1 If you are operating Dippin' Dots® Retail Venue(s) under this Agreement, we shall make available, at no charge to you, standard plans and specifications for each such category of prototypical Dippin' Dots® Retail Venue(s), including accounting system, lists, forms, schedules, equipment, exterior and interior design and layout, fixtures, furnishings and signs.

3.2 We shall provide training as set forth in Section 6 of this Agreement.

3.3 We shall provide on-site pre-opening and opening supervision and assistance in such quantities, as we deem advisable.

3.4 We shall make available to you advertising and promotional materials as described herein.

3.5 We shall provide you, on loan, one (1) copy of our Manual, as more fully described herein.

3.6 We shall provide to you from time to time, as we deem appropriate, advice and written materials concerning techniques of managing and operating the Franchised Business.

3.7 We shall conduct, as we deem advisable, inspections of your operation of the Franchised Business.

3.8 If you are operating a Dippin' Dots® Retail Venue under this Agreement, we must accept the proposed site for your location in writing before you begin any construction or improvements. We will supply to you our site selection criteria. **OUR ACCEPTANCE OF A RETAIL VENUE IS NOT A REPRESENTATION OR WARRANTY THAT THE DIPPIN' DOTS® FRANCHISE WILL BE PROFITABLE OR THAT YOUR SALES WILL ATTAIN ANY PREDETERMINED LEVELS. ACCEPTANCE IS INTENDED ONLY TO INDICATE THAT THE PROPOSED RETAIL VENUE MEETS OUR MINIMUM CRITERIA FOR IDENTIFYING A RETAIL VENUE. YOU AGREE THAT OUR ACCEPTANCE OR REJECTION OF A PROPOSED RETAIL VENUE DOES NOT IMPOSE ANY LIABILITY ON US.**

3.9 We may promote our franchises and the System through advertising and public relations using the advertising fees paid by you as set forth herein, but we will not use those fees to solicit franchise sales. We shall continue to provide support to you in the improvement and operation of your Franchised Business by means of periodic visits by our representatives. We shall continue to make our representatives available for consultation on matters such as operation, advertising and promotion, and business methods on such terms and for such additional service fees as may be mutually agreed.

4. FEES

4.1 In consideration of the franchise granted herein, you shall pay to us an Initial Franchise Fee (the "Initial Franchise Fee") upon execution of this Agreement equal to (1) Thirty Five Thousand Dollars ($35,000) for a Territory franchise, (2) Fifteen Thousand Dollars ($15,000) for a Store Only franchise, or (3) Twenty-Five Thousand Dollars ($25,000) for a Distribution franchise.

4.1.1 The Initial Franchise Fee for any franchise shall be deemed fully earned and non-refundable in consideration of administrative and other expenses we incur in connection with entering into this Agreement.

4.1.2 Notwithstanding the provisions of the foregoing Section 4.1 with respect to the Initial Franchise Fee:

(a) If you have purchased or received a Territory franchised or Store Only franchise directly from us and wish to operate more than one fixed location, store or kiosk, then we, in our sole discretion, may grant you the right to purchase an additional Franchised Business under this Agreement for an Initial Franchise Fee of Five Thousand Dollars ($5,000) for each additional Store location.

(b) If you are purchasing a Dippin' Dots® Franchised Business and a Doc Popcorn® franchise from our affiliate, DPF, in accordance with the Doc Popcorn® franchise disclosure document simultaneously, we will provide you a 25% discount off the Initial Franchise Fee for your Dippin' Dots® Franchised Business and our affiliate, DPF, has agreed to offer you a 25% discount off the initial franchise fee for the Doc Popcorn® franchise; provided that the purchases of the franchises from both franchise systems are consummated concurrently and you enter into this Agreement and into an agreement with DPF in accordance with the current DPF franchise disclosure document.

(c) If you are a current member of the armed forces or an honorably discharged U.S. Veteran and have provided us with sufficient proof of the same in the form as we may reasonably require prior to the execution of this Agreement, we will offer you a 15% discount off your Initial Franchise Fee for your first Franchised Business.

We reserve the right to alter, modify or rescind Sections 4.1.2(a), (b), or (c) at our sole discretion, without notice to you. We do not guarantee this Initial Franchise Fee scale on future purchases. All subsequent purchases will be at the then-current additional Initial Franchise Fee rate for additional purchases as provided in the then-current franchise agreement.

4.2 During the Agreement, you must pay us the following royalty fees and make the following contributions to the Advertising Fund (as defined in Section 12.1) based on the Products you purchase**:**

Type of Product Purchased	Royalty Fee	Advertising Fund Contribution
Bulk ice cream products	$2.16 per bag	$0.24 per bag
Pre-pack units	$0.09 per unit	$0.01 per unit

4.3 In addition to the royalty fees and advertising fund contributions for sales of Dippin' Dots® Products set forth in Section 4.2 above, you shall pay to us royalty fees and make advertising fund contributions on all sales of "ancillary items" by your Franchised Business in an amount we specify not to exceed the amounts set forth below:

Royalty Fee for Sales of Ancillary Items	Advertising Fund Contribution for Sales of Ancillary Items
Up to 6% of Gross Sales	Up to 2% of Gross Sales

"Ancillary Items" include all non-Dippin' Dots® manufactured retail food, drink and/or non-food approved items sold within a Dippin' Dots® fixed franchise retail location including seasonal locations (i.e., locations using the Dippin' Dots® Trade Mark, i.e. kiosk, cart, store, etc.). The royalty will be charged on all gross retail sales minus sales tax of ancillary items reported to us on a monthly basis by the 20th of each month from your reporting and submission through our electronic data portal provided to all franchisees or through an approved point of sale system. Gross sales shall only include gift certificates when redeemed by you. The royalties for each month will be deducted from your bank accounts by ACH debit by the 25th of each month (or first business day thereafter).

4.4 The amount of the royalty shall be calculated based on the amount of ice cream actually purchased by you, and shall be paid to us as a pre-paid royalty. We may increase the amount of the royalty fee at any time upon written notice to all of our franchisees; provided, however, that the royalty fee for each type of product purchased shall not exceed six percent (6%) of the average retail price of the product being purchased. We may increase the amount of the advertising fund contributions at any time upon written notice to all of our franchisees; provided, however, that the advertising fee for each type of product purchased shall not exceed two percent (2%) of the average retail price of the product being purchased. We may in our discretion collect payment for royalty fees and Advertising Fund contributions from your bank account by ACH debit each Friday, calculated on the amount of ice cream Products purchased by you the preceding week, which begins on Sunday and ends on Saturday.

4.5 In our discretion, we may elect to forgo the royalty and advertising fund contributions described in Section 4.2 above and charge a continuing royalty fee in an amount not to exceed six percent (6%) of the gross sales of the Franchised Business and require an advertising fund contribution in an amount not to exceed two percent (2%) of gross sales of the Franchised Business.

5. CONSTRUCTION AND OPENING OF THE FRANCHISED BUSINESS

5.1 You shall purchase from an approved supplier a kiosk, cart and/or vending and freezer equipment to complete your Accepted Retail Venue.

5.2 If you are operating a Dippin' Dots® Retail Venue under this Agreement, you shall employ a qualified, licensed architect or engineer to prepare, for our approval, preliminary plans and specifications for construction of the premises of your Dippin' Dots® Retail Venue (the "Premises") based upon the plans and specifications furnished by us, if necessary in our opinion. You shall be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations, or which may be necessary or advisable. You must submit to us, for our acceptance, final plans for construction based upon the preliminary plans and specifications. We shall review your plans for approval within 30 days of receipt of your request in writing to approve the site. Once accepted by us, such final plans may not thereafter be changed or modified without our prior written consent. You must obtain all permits required for the lawful construction and operation of the Franchised Business and must certify in writing to us that all such permits have been obtained. You must employ a qualified general contractor to construct the Franchised Business and to complete all improvements. You must obtain and maintain in force during the entire period of construction the insurance required under this Agreement.

5.3 You shall open the first Retail Venue within six (6) months after the Effective Date of this Agreement. The parties agree that time is of the essence in the opening of the Franchised Business.

5.4 In connection with the opening of the Franchised Business:

5.4.1 You shall conduct, at your expense, such grand opening promotional and advertising activities as we may require, but be a minimum of at least Five Hundred Dollars ($500.00) to benefit the first Retail Venue operated under the Exhibit "B" attached hereto.

5.4.2 You shall provide at least seven (7) days' prior notice to us of the date on which you propose to operate the first Retail Venue. You shall not operate your first Retail Venue without our prior approval or without one of our representatives present, unless we waive such requirements.

6. TRAINING

6.1 Prior to the opening of the first Retail Venue, you (or, if you are a corporation or partnership, a principal of you acceptable to us) and your manager shall attend and complete to our satisfaction the initial training program offered by us ("Basic Management Training"). At our option, any persons subsequently employed by you in the position of manager shall also attend and complete Basic Management Training, to our satisfaction.

6.2 Basic Management Training will be for up to two (2) individuals representing you for a four-day training period (minimum of seven hours per day) at our offices or a Dippin' Dots® business we designate. We may shorten the training period in our sole discretion. All trainees must satisfactorily pass the Basic Management Training test. Unless otherwise agreed in writing, you (or, if you are a corporation or partnership, a principal of you acceptable to us) must be one of these two individuals. You shall designate as one of these two (2) individuals a person who will be active in the day-to-day activities of the Accepted Retail Venue. All trainees must be acceptable to us.

6.2.1 In addition to a written test, Basic Management Training includes instruction in food preparation and service, food ingredients and general nutrition, equipment usage, system operation, marketing, accounting and use of trademarks, all at a time scheduled by us.

6.2.2 Basic Management Training is provided approximately thirty to forty five (30-45) days after the later of the signing of the Franchise Agreement or the acceptance of the site selected for the Retail Venue.

6.2.3 We will provide, at our expense, instructors, facilities, training materials and technical training tools for Basic Management Training. You are responsible for all expenses of your trainees incurred in attending Basic Management Training including, without limitation, all travel, lodging and meal expenses.

6.2.4 If you desire that additional individuals receive Basic Management Training, or if additional individuals must be trained to meet the requirements of this Section, or related assistance above and beyond our usual training program and routinely scheduled visits is needed, then you shall pay all expenses incurred to have such individuals attend Basic Management Training, including, without limitation, reasonable training fees (currently Seventy-Five Dollars ($500.00) per day per individual) and other reasonable expenses. Payment for these services is due upon demand.

6.3 If any trainee fails to satisfactorily complete Basic Management Training by passing the Basic Management Training test with a score of at least seventy-five percent (75%), you may designate a

new trainee to receive Basic Management Training or request that the trainee who failed the Basic Management Training test receive Basic Management Training again and shall pay the fees for training additional individuals set forth in Section 6.2.4 above.

6.4 You and/or your manager and other employees shall also attend such additional courses, seminars and other training programs as we may reasonably require from time to time, but not more often than twice per year.

6.5 With our prior written approval, the completion of the Basic Management Training Program shall enable franchisees and their employees to train new employees in the Basic Management Training Program and to certify their completion thereof.

6.6 All training programs shall be at such times and places as we may designate. For all required initial and additional, training courses, seminars, and programs, as referenced in Section 6.2 above, we shall provide, at no charge to you, instructors and training materials; and you or your employees shall be responsible for any and all other expenses incurred by them in connection with any such courses, seminars and programs, including, without limitation, the costs of transportation, lodging, meals and wages.

7. DUTIES OF FRANCHISEE

7.1 You understand and acknowledge that every detail of the Franchised Business is important to you, us and other franchisees in order to develop and maintain high operating standards, to increase the demand for the Products sold by all franchised businesses operating under the System and to protect our reputation and goodwill.

7.2 You are solely responsible for selecting the site of your Franchised Business, subject to our acceptance as specified in this Agreement. However, if you are operating a Dippin' Dots® Retail Venue under this Agreement, you may solicit our assistance relative to your site selection and lease negotiations as provided in this Agreement.

7.2.1 If you are operating a Store under this Agreement and you have not selected a site for your Store prior to the Effective Date, you must complete the acquisition and construction if a facility is to be constructed or renovation of an existing facility is to be improved, or lease arrangements for the Premises located in the Accepted Location, at your expense within ninety (90) days of the Effective Date. We shall not unreasonably withhold acceptance of any site meeting our site selection criteria and any other standards we may consider relevant in approving or disapproving a site. We shall review site acceptance within 30 days of receiving your request in writing to approve a particular site.

7.2.2 If you are operating a Store under this Agreement, you must deliver a copy of the signed lease, sublease or Retail Placement Agreement to us within fifteen (15) days of your signing. We may, in our sole discretion, assist you in your lease negotiations. You must agree not to sign or agree to any modification of such lease or sublease that would adversely affect us without our written acceptance.

7.2.3 If you are operating a Store under this Agreement, you may not change the location of the Store without our prior written acceptance. We shall have the right to accept or reject any change in location in our sole discretion. In the event that a change of location for your Store is accepted, you shall pay us a service charge of One Thousand ($1,000).

7.3 You shall use the Premises solely for the operation of the Franchised Business. You shall keep the Franchised Business open and in normal operation for such minimum hours and days as we may specify and shall refrain from using or permitting the use of the Premises for any other purpose or activity at any time without first obtaining our written consent. You shall operate the Franchised Business in strict conformity with such methods, standards and specifications as we may from time to time prescribe in the Manual or otherwise in writing. You shall refrain from deviating from such methods, standards and specifications without our prior written consent.

7.4 To ensure that the highest degree of quality and service is maintained, you agree:

7.4.1 To maintain in sufficient supply (as we may prescribe in the Manual or otherwise in writing), and to use at all times, only such fixtures, furnishings, equipment, signs, menu items, ingredients, products, materials, supplies and paper goods that conform with our standards and specifications, and to refrain from deviating therefrom by the use of nonconforming items, without our prior written consent.

7.4.2 (i) To sell or offer for sale only such menu items, Products and services that we have expressly approved for sale in writing, (ii) to sell or offer for sale all types of menu items, Products and services that we specify, (iii) to refrain from any deviation from our standards and specifications without our prior written consent, and (iv) to discontinue selling and offering for sale any menu items, Products or services which we may, in our sole discretion, disapprove in writing at any time.

7.4.3 To use in the preparation of food products, ingredients and recipes meeting the quality standards and specifications as we prescribe. You may purchase or lease equipment, supplies, inventory, advertising materials, construction services or other products or services from manufacturers, contractors and other suppliers ("Suppliers") other than those currently authorized, but only in accordance with Section 7.5 of this Agreement.

7.4.4 To use and display only the standard format menu we provide, as the same may be revised by us from time to time. We must approve in writing, any changes in the menu format, except prices charged by you to your customers.

7.4.5 To purchase and install, at your expense, all fixtures, furnishings, decor, supplies, signs and equipment (including, without limitation, a telecopy machine, telephone, Internet access/e-mail communication system and cash register or point-of-sale recording system) as we may reasonably direct from time to time in the Manual or otherwise in writing. You shall refrain from installing or permitting to be installed on or about the Premises, without our prior written consent, any fixtures, furnishings, equipment, signs or other items not previously approved as meeting our standards and specifications.

7.4.6 To refrain from making any sales of Products in any retail establishment, which has a primary business of selling alcoholic beverages, tobacco, or "vape" type establishments as determined by us in our sole discretion.

7.5 All Products sold or offered for sale at the Franchised Business shall meet our then-current standards and specifications as established in the Manual or otherwise in writing. You shall purchase all Products solely from Suppliers who demonstrate to our continuing reasonable satisfaction the ability to meet our standards and specifications, who possess adequate quality controls and capacity to supply your

needs promptly and reliably, and who have been approved by us in the Manual or otherwise in writing. We or our affiliate may be an approved supplier for certain Products. You must execute the then-current Customer Agreement simultaneously with this Agreement.

7.5.1 If you desire to purchase Products from other than approved Suppliers, you must submit samples of the Supplier's Products to us together with such evidence of conformity with our specifications as we may reasonably require. We shall have the right to require that our representatives be permitted to inspect the Supplier's facilities, and that samples from the Supplier be delivered for evaluation and testing either to us or to an independent testing facility we designate. You shall pay a charge not to exceed the actual cost of the evaluation and testing. We shall, within thirty (30) days after our receipt of such completed request and completion of such evaluation and testing (if required by us), notify you in writing of our approval or disapproval of the proposed Supplier. Approval shall not be unreasonably withheld. Approval of a Supplier may be conditioned on numerous requirements and may be temporary, pending our additional evaluation of the Supplier.

7.5.2 You shall not sell or offer for sale any Products of the proposed Supplier until our written approval of the proposed Supplier is received. We may from time to time revoke our approval of particular Products of Suppliers when we determine, in our sole discretion, that such Products or Suppliers no longer meet our standards or specifications. Upon receipt of written notice of such revocation, you shall cease to sell any disapproved Products and cease to purchase from any disapproved Supplier. You agree that you shall use Products purchased from approved Suppliers solely for the purpose of operating the Franchised Business and not for any other purpose, including, without limitation, resale.

7.6 At the time the Franchised Business opens, you shall stock and display the initial inventory of Products and supplies prescribed by us in the Manual or otherwise in writing. Thereafter, you shall stock and maintain all types of approved Products in quantities sufficient to meet reasonably anticipated customer demand. We reserve the right to change the minimum and maximum levels of inventory and Products required in response to changing market conditions.

7.7 You shall permit us and our agents to enter the Premises, and any other location at which you are operating the Franchised Business with our consent, at any time during normal business hours for the purpose of conducting inspections; shall cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request. Upon notice from us or our agents, and without limiting our other rights under this Agreement, you shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. Should you, for any reason, fail to correct such deficiencies within a reasonable time as determined by us, we shall have the right, but not the obligation, to correct any deficiencies that may be susceptible to correction and to require you to reimburse us for our expenses in so acting, payable by you upon demand. The foregoing shall be in addition to such other remedies we may have.

7.8 You shall ensure that all advertising and promotional materials, signs, decorations and other items we specify bear the Marks in the form, color, location and manner prescribed by us.

7.9 You shall maintain the Premises (including adjacent public areas) and any other location you are operating the Franchised Business with our consent in a clean, orderly condition and in excellent repair. You shall, at your expense, make such additions, alterations, repairs and replacements thereto (but no others without our prior written consent) as may be required for that purpose, including, without

limitation, such periodic repainting or replacement of obsolete signs, furnishings, equipment and decor as we may reasonably direct.

7.10 If you are operating a Dippin' Dots® Retail Venue under this Agreement, you shall at our request, but not more often than once every five (5) years (unless sooner required by your lease), refurbish the Premises and/or any machinery/equipment, at your expense, to conform to the design, trade dress, color schemes and presentation of the Marks in a manner consistent with the then-current image for new Franchised Businesses. Such refurbishment may include, without limitation, structural changes, installation of new equipment, remodeling, redecoration and modifications to existing improvements.

7.11 Each of your Franchised Businesses shall at all times be under the direct supervision of a qualified manager. Each Franchised Business shall have at least one qualified manager. You shall maintain a competent, conscientious, trained staff, including at least one fully trained manager (who may be you) and employ the minimum number of employees necessary to meet the anticipated volume of business and to achieve the goals of the System. You shall take such steps as are necessary to ensure that your employees preserve good customer relations; render competent, prompt, courteous and knowledgeable service and meet such minimum standards as we may establish from time to time in the Manual. You and your employees shall handle all customer complaints, refunds, returns and other adjustments in a manner that will not detract from our name and goodwill. You will take all steps necessary to ensure that your employees meet all employment criteria, maintain a neat appearance and comply with our required dress code. You are solely responsible for the terms of their employment and compensation and, except for training required under this Agreement, for the proper training of the employees in the operation of the Franchise. You shall be solely responsible for all employment decisions and functions of the Franchised Business, including, without limitation, those related to hiring, firing, training, wage and hour requirements, record-keeping, supervision and discipline of employees.

7.12 You shall not implement any change, amendment or improvement to the System without our express prior written consent. You shall provide us advance written notice of any change, amendment or improvement in the System which you propose to make and shall provide to us such information as we request regarding the proposed change, amendment or improvement. You acknowledge and agree that we shall have the right to incorporate the proposed change, amendment or improvement into the System and that we own all right, title and interest therein without compensation to you.

7.13 If you are operating a Dippin' Dots® Retail Venue under this Agreement, you shall (1) comply with all terms of your lease, sublease, or Retail Placement Agreement for your Dippin' Dots® Retail Venue and (2) undertake best efforts to maintain a good and positive working relationship with your landlord and/or lessor and shall refrain from any activity which may jeopardize your right to remain in possession of, or to renew the lease or sublease for, the Premises. You shall comply with all other agreements affecting the operation of the Franchised Business.

7.14 You shall meet and maintain the highest health standards and ratings applicable to the operation of the Franchised Business. You shall furnish to us, within five (5) days after receipt thereof, a copy of every health inspection report related to the Franchised Business.

7.15 We, now and in the future, may receive rebates or other payments from approved suppliers, or from other suppliers, including equipment and kiosk suppliers, manufacturers, distributors, packagers or other service providers based on sales to our franchisees and our owned stores, and we may retain these rebates or other payments in our sole discretion.

8. PROPRIETARY MARKS

8.1 We have the right to use, and to license others to use, the Marks. The Marks are licensed to us by DDL. These Marks include, but are not limited to: DIPPIN' DOTS® and Design, and Logo; and DIPPIN' DOTS ICE CREAM OF THE FUTURE® and Design, and Logo.

8.2 With respect to your use of the Marks, you agree that:

8.2.1 You shall use only the Marks we designate, and shall use them only in the manner we authorize and permit;

8.2.2 You shall use the Marks only for the operation of the Franchised Business and only at the Accepted Location, or in advertising for the Franchised Business that we have approved;

8.2.3 Unless otherwise authorized or required by us, you shall operate and advertise the Franchised Business only under the name "DIPPIN' DOTS®", and shall use all Marks without prefix or suffix. You shall not use the Marks as part of your corporate or other legal name;

8.2.4 You shall identify yourself as the owner of the Franchised Business (in the manner we require) in conjunction with any use of the Marks, including, but not limited to, on invoices, order forms, receipts and business stationery, as well as at such conspicuous locations as we may designate in writing at the Premises, at any other location you are operating under the Franchise Agreement with our consent and on any delivery vehicles used in the operation of the Franchised Business;

8.2.5 Your right to use the Marks is limited to the uses authorized under this Agreement. Any unauthorized use of the Marks shall constitute an infringement of our rights and/or DDL's rights;

8.2.6 You shall execute any documents that we or DDL deem necessary to obtain protection for the Marks or to maintain their continued validity and enforceability; and

8.2.7 You shall promptly notify us of any suspected unauthorized use of the Marks, any challenge to the validity of the Marks, any challenge to DDL's ownership of, or our right to use and to license others to use the Marks. You acknowledge that we have the sole right to direct and control any administrative proceeding or litigation, but not the obligation to take action against uses by others that may constitute infringement of the Marks. We shall defend you against any third-party claim, suit or demand arising out of your use of the Marks. If we, in our sole discretion, determine that you have used the Marks in accordance with the Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by us. If we, in our sole discretion, determine that you have not used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by you. In the event of any litigation relating to your use of the Marks, you shall execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Marks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your out-of-pocket expenses in doing such acts.

8.3 You expressly understand and acknowledge that:

8.3.1 DDL is the owner of all right, title and interest in and to the Marks and the goodwill associated with and symbolized by them, and that DDL and we have the right to use, and license others to use, the Marks;

8.3.2 The Marks are valid and serve to identify the System and those who are authorized to operate under the System;

8.3.3 During the term of this Agreement and after our expiration or termination, you shall not directly or indirectly contest the validity of, DDL's ownership of, or the right of DDL and us to use and to license others to use, the Marks;

8.3.4 Your use of the Marks does not give you any ownership interest or other interest in or to the Marks;

8.3.5 Any and all goodwill arising from your use of the Marks shall inure solely and exclusively to the benefit of DDL and/or us, and upon expiration or termination of this Agreement, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the System or the Marks;

8.3.6 Except as specified herein, the license of the Marks granted hereunder to you is non-exclusive, and thus we and DDL each have and retain the rights, among others: (a) to use the Marks in connection with selling Products and services; (b) to grant other licenses for the Marks; and (c) to develop and establish other systems using the Marks, similar Marks or any other Marks, and to grant licenses thereto without providing any rights therein to you; and

8.3.7 You agree to use any additional trade names, trademarks, brand names, slogans, commercial symbols or logos that we develop and designate in writing as part of the System, which shall be considered and treated as "Marks" under this Agreement. You agree to discontinue using any name or Mark that we determine is no longer appropriate or characteristic of the image we want to project for Dippin' Dots® businesses. If we discontinue your right to use the name "Dippin' Dots®" we shall bear the costs of modifying your signs and advertising materials to reflect the new name of the System but shall otherwise have no obligation or liability to you as a result of any such additions, substitutions or discontinuances.

9. OPERATING MANUAL

9.1 In order to protect our reputation and goodwill and to maintain high standards of operation under the System, you shall operate the Franchised Business in accordance with the standards, methods, policies and procedures specified in our Confidential Operating Manual (the "Manual"). We shall loan you one (1) copy of the Manual for the term of this Agreement no later than the commencement of the initial training program described above in Section 6 by the first representative of you to take such program. We reserve the right to issue the Manual to you in hard copy or electronic format.

9.2 You shall treat the Manual, any other materials created for or approved for use in the operation of the Franchised Business and the information contained therein, as CONFIDENTIAL, and shall use all reasonable efforts to maintain such information as secret and confidential. You shall not copy,

duplicate, record or otherwise reproduce any of the foregoing materials, in whole or in part, or otherwise make the same available to any unauthorized person, and shall not use any of such materials except for the purposes specified herein.

9.3 The Manual shall remain our sole property and shall be kept in a secure place, which shall be on the Premises (either in hard copy or stored on an electronic device on the Premises) if you are operating a Dippin' Dots® Retail Venue under this Agreement.

9.4 We may from time to time revise the contents of the Manual, and you expressly agree to comply, at your sole cost and expense, with the Manual as revised.

9.5 You shall ensure that the Manual is kept current at all times. In the event of any dispute as to the contents of the Manual, the terms of the master copy maintained by us at our home office shall be controlling.

9.6 In the event the Manual should become lost, stolen or damaged to render it, in our sole determination, unusable, you shall pay a replacement fee of not less than two hundred ($200.00) dollars.

10. CONFIDENTIAL INFORMATION

You shall not, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, partnership, association or corporation any confidential information, knowledge or know-how concerning the methods of operation of the Franchised Business or the System which may be communicated to you or of which you may be apprised by virtue of your operation under the terms of this Agreement. You shall divulge such confidential information only to such of your employees as must have access to it in order to operate the Franchised Business. You shall be responsible for taking reasonable steps to ensure that your employees maintain the confidentiality of information that they receive in connection with their employment by you and you shall be responsible for their unauthorized disclosure of any such confidential information. All information, knowledge, know-how, techniques and other data which we designate as confidential shall be deemed confidential for purposes of this Agreement.

11. ACCOUNTING AND RECORDS

11.1 You shall record all sales on a computer-based, point-of-sale record keeping and control system that we designate, or on any other equipment specified by us in the Manual or otherwise in writing. You shall prepare, and shall preserve for at least three (3) years from the date of their preparation, complete and accurate books, records and accounts and in the form and manner prescribed by us from time to time in the Manual or otherwise in writing. We will provide standardized accounting, cost control, portion control and inventory control systems to you for use in preparing your books.

11.2 All Gross Sales, and all sales tax and other charges collected on behalf of third parties, shall be recorded by you in accordance with the procedures prescribed in the Manual and on such cash register or point-of-sale recording system as we may specify.

11.3 You shall, at your expense, submit to us in the form prescribed by us, the following reports, financial statements and other data:

11.3.1 No later than the twentieth day of each month, a report accurately reflecting all Gross Sales for each Retail Venue within the Territory during the preceding month.

11.3.2 No later than March 31st of each year, a profit and loss statement showing the results of operations of the Franchised Business for the preceding fiscal year.

11.3.3 Upon our request, financial statements, audited by an independent certified public accountant reasonably acceptable to us, showing the results of operations of the Franchised Business during any fiscal year during the term of this Agreement; and

11.3.4 Such other forms, reports, records, information and data as we may reasonably designate.

11.4 We may charge you a late fee of $75.00 per occurrence for (i) sales reports and (ii) profit and loss statements that you have not provided us in a timely manner as required by Sections 11.3.1 and 11.3.2 above. You hereby authorize us to ACH debit these late fees from your bank account without notice to you.

11.5 We and our designated agents shall have the right at all reasonable times to (i) examine and copy, at our expense, your books, records, accounts and sales tax returns (ii) audit any and all Retail Venues within your Territory to ensure accurate sales reporting, proof of event attendance or freezer placement. We shall also have the right, at any time, to have an independent audit made of your books. If any examination or audit should reveal that any amounts payable to us have been understated in any report to us, then you shall immediately pay to us the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less. If an examination or audit discloses an understatement in any report of two percent (2%) or more, you shall, in addition to repayment of monies owed with interest, reimburse us for any and all costs and expenses incurred in connection with such examination or audit (including, without limitation, travel, lodging and wages expenses, as well as reasonable accounting, auditing and legal costs) within 90 days of our written notice to you detailing such understatement and our costs and expenses of the examination or audit. You hereby authorize us to ACH debit the additional audit fees from your bank account without notice to you. The foregoing remedies shall be in addition to any other remedies we may have, including revocation of this Agreement.

12. ADVERTISING AND PROMOTION

12.1 We shall have the right to establish, at any time, a fund for the purpose of advertising and promoting all the Dippin' Dots® franchised businesses and the Products (the "Advertising Fund") and/or a regional advertising fund, as described in this Section 12.

12.2 During the term of this Agreement, you shall contribute to the Advertising Fund such amounts as required by Section 4.2 of this Agreement (the "Advertising Fund Contribution").

12.3 Your Advertising Contribution shall be divided in such proportions as may be designated by us in our sole discretion among the following: (a) payments to the Advertising Fund; (b) payments to any regional advertising fund; or (c) expenditures on local advertising and promotion.

12.4 The Advertising Fund shall be maintained and administered by us or our designee, as follows:

12.4.1 We or our designee shall direct all advertising programs, with sole discretion over the concept, materials and media used in such programs and the placement and allocation thereof. You agree and acknowledge that the Advertising Fund is intended to maximize general public recognition, acceptance and use of the System. We and our designee are not obligated, in administering the Advertising Fund, to make expenditures for you that are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Advertising Fund.

12.4.2 The Advertising Fund, all contributions thereto and any earnings thereon, shall be used exclusively to meet any and all costs of maintaining, administering, directing, conducting and preparing advertising, marketing, public relations and/or promotional image of the System, including, among other things, (i) the costs of preparing and conducting media advertising campaigns, (ii) direct mail advertising and/or public relations agencies to assist therein, (iii) purchasing promotional items and conducting and administering visual merchandising, point of sale and other merchandising programs, (iv) and providing promotional and other marketing materials and services to the franchised businesses operated under the System. The Advertising Fund may also be used to provide rebates or reimbursements to you for local expenditures on Products, services or improvements, approved in advance by us, which Products, services or improvements we deem, in our sole discretion, will promote general public awareness and favorable support for the System.

12.4.3 Amounts paid by you to the Advertising Fund shall be maintained in an account separate from our other monies and shall not be used to defray any of our expenses, except for such reasonable costs and overhead, if any, we incur in activities reasonably related to the direction and implementation of the Advertising Fund and advertising programs for franchisees and the System, including, among other things, costs of personnel for creating and implementing advertising, merchandising, promotional and marketing programs. The Advertising Fund and our earnings shall not otherwise inure to our benefit. We or our designee shall maintain separate bookkeeping accounts for the Advertising Fund.

12.4.4 The Advertising Fund is not and shall not be our asset. A statement of the operations of the Advertising Fund as shown on our books shall be prepared annually by us and shall be made available to all franchisees upon written request.

12.4.5 Although the Advertising Fund is intended to be of perpetual duration, we maintain the right to terminate the Advertising Fund. The Advertising Fund shall not be terminated, however, until all monies in the Advertising Fund have been expended for advertising and/or promotional purposes. If we terminate the Advertising Fund, we shall have the right to establish other group or cooperative advertising programs and you shall be required to participate in such programs; provided, however, that no such program shall require you to make contributions in excess of the contributions you are currently required to make to the Advertising Fund.

12.5 We shall have the right to establish in our sole discretion, regional advertising funds for the purpose of conducting regional advertising in the geographic areas that we designate (each a "Regional Fund"). If a Regional Fund for the geographic area in which the Franchised Business is located is established during the term of this Agreement, you shall become a member of such Regional Fund. Regional Funds shall be administered and maintained by us upon such terms and conditions as we

reasonably determine are necessary or appropriate for Regional Funds. If you become a member of any Regional Fund, we will allocate up to 50% of the contributions you make to the Advertising Fund to your Regional Fund.

12.6 All local advertising and promotion by you shall be in such media, and of such type and format, as we may approve, shall be conducted in a dignified manner and shall conform to such standards and requirements as we may specify. You shall submit samples of all advertising materials you plan to use to us prior to using such materials. You shall not use any advertising or promotional plans or materials unless and until you have received written approval from us.

13. INSURANCE

13.1 Unless otherwise agreed by us in writing, you shall procure, prior to the commencement of any operations under this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement, at your expense, an insurance policy or policies protecting you, us and DDL, as well as their respective officers, directors, partners, managers, agents and employees against any demand or claim with respect to personal injury, death or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the Franchised Business, including, but not limited to, comprehensive general liability insurance, property and casualty insurance, statutory workers' compensation insurance, employer's liability insurance, and business interruption insurance. Such policy or policies shall be written by a responsible carrier or carriers acceptable to us, shall name us and DDL as an additional insured thereunder (in such manner as may be specified by us), shall provide coverage in the amount of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate, and contain a waiver by you and our insurers of their subrogation rights against us and our affiliates and their respective owners, managers, directors, employees and agents.

13.2 Prior to the commencement of any operations under this Agreement, and thereafter at least twenty (20) days prior to the expiration of any policy, you shall deliver to us certificates of insurance evidencing the proper types and minimum amounts of coverage. All certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given to us in the event of material alteration to or cancellation of the coverage evidenced by such certificates.

13.3 We may charge you a late fee of $75.00 per week for any certificates of insurance that you have not provided us in a timely manner as required by Section 13.2 above. You hereby authorize us to ACH debit these late fees from your bank account without notice to you.

13.4 Should you, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by us in the Manual or otherwise in writing, we shall have the right and authority (but not the obligation) to procure such insurance and to charge the same to you, which charges shall be payable by you immediately upon notice. The foregoing remedies shall be in addition to any other remedies we may have.

14. TRANSFER OF INTEREST

14.1 You understand and acknowledge that the rights and duties set forth in this Agreement are personal to you, and that we have granted this franchise in reliance on your (or, if you are a corporation or partnership, your principal's) business skill, financial capacity and personal character. Accordingly, neither you nor any immediate or remote successor to any part of your interest in this Agreement, nor any

individual, partnership, corporation or other legal entity which directly or indirectly owns any interest in you or in all or substantially all of the assets of the Franchised Business shall sell, assign, transfer, convey, pledge, mortgage, encumber, merge or give away any direct or indirect interest in this Agreement, in you or in all or most of the assets of the Franchised Business, or in the premises for the Franchised Business (collectively, a "Transfer") without our prior written consent, which may be granted or denied in our sole and absolute discretion. Any proposed transfer shall be subject to our right of first refusal set forth in Section 14.3 below. Any attempted transfer without our prior written approval shall be null and void and shall constitute a material breach of this Agreement, for which we may immediately terminate without opportunity to cure pursuant to Section 15 of this Agreement.

14.2 You shall notify us in writing of any proposed Transfer of any direct or indirect interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business at least thirty (30) days before such Transfer is proposed to take place. In connection with such notice, you shall provide us with copies of all documents to be executed prior to any transfer or assignment of interest in this Agreement or the franchisee entity. Any such Transfer shall be subject to the minimum requirement that one person be designated as a controlling owner of the franchisee entity, owning at least 51% of the partnership, limited liability company, or corporation. If a Transfer, alone or together with other previous, simultaneous or proposed Transfers, would have the effect of changing control of you or substantially all of the assets of the Franchised Business, we may, in our sole discretion, require any or all of the following as conditions of our approval:

14.2.1 That the person to be designated as a controlling owner of the franchisee entity owns and controls not less than fifty-one (51%) of the general partnership interest if a partnership, membership interests if a limited liability company, or shares if a corporation;

14.2.2 That the person to be designated as a controlling owner meets all of our requirements for approval as a franchisee;

14.2.3 That all of your accrued monetary obligations and all other outstanding obligations to us and our affiliates, including DDL, have been satisfied;

14.2.4 That you are not in default of any provision of this Agreement, any amendment hereof or successor hereto or any other agreement between you and us or our affiliates;

14.2.5 That the transferor shall have executed a release, in a form satisfactory to us, of any and all claims against us, our owner(s), affiliates and their respective owners, officers, managers, directors, agents and employees;

14.2.6 That the transferee enter into a written assignment, in a form satisfactory to us, assuming and agreeing to discharge all of your obligations under this Agreement; and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as we may request guarantee the performance of all such obligations in writing in a form satisfactory to us;

14.2.7 That the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as we may request) demonstrate to our satisfaction that it (a) meets our educational, managerial and business standards; (b) possesses a good moral character, business reputation and credit rating; (c) possesses the aptitude and ability to operate the Franchised Business (as

may be evidenced by prior related business experience or otherwise); and, (d) has adequate financial resources and capital to operate the Franchised Business;

14.2.8 That the transferee execute for the Franchised Business, for a term ending on the expiration date of this Agreement and with such renewal provisions as are provided by this Agreement, the then-current form of franchise agreement and other ancillary agreements as we require for a franchised business, which agreements shall supersede this Agreement in all respects;

14.2.9 That the transferee, at its expense, refurbish the Premises, if any, to conform to our then-current standards and specifications and complete the refurbishing and other requirements within the time specified by us;

14.2.10 That you remain liable for all of the obligations to us in connection with the Franchised Business which arose prior to the effective date of the Transfer and execute any and all instruments reasonably requested by us to evidence such liability;

14.2.11 That the transferee (or, if the transferee is a corporation or partnership, a principal of the transferee acceptable to us) and the transferee's manager (if transferee or transferee's principal will not manage the Franchised Business), at the transferee's expense, complete any training programs then in effect for franchisees and managers upon such terms and conditions as we may reasonably require;

14.2.12 Except as otherwise provided herein, upon the partial or complete sale or other alienation of the franchise by you, you will be required to pay a non-refundable transfer fee equal to the lesser of Fifteen Thousand Dollars ($15,000.00) or ten percent (10%) of the sales price, or total consideration, monetary and/or non-monetary, plus any reasonable attorneys' fees incurred by us in connection with our review, analysis, assessment and involvement of any kind with such partial or complete sale or other alienation of the Franchised Business. Upon the partial or complete sale or other alienation of the franchise by you to another franchisee, you will be required to pay a non-refundable transfer fee equal to ten percent (10%) of the sales price, or total consideration, monetary or non-monetary, but not to exceed One Thousand Dollars ($1,000.00) , plus any reasonable attorneys' fees incurred by us in connection with our review, analysis, assessment and involvement of any kind with such partial or complete sale or other alienation of the Franchised Business. In the event you add a minority shareholder, partner, member, or owner, you shall pay a transfer fee of One Thousand Dollars ($1,000.00) to us, plus any reasonable attorneys' fees incurred by us in connection with our review, analysis, assessment and involvement of any kind with such partial or complete sale or other alienation of the Franchised Business. The transfer fee is for the training, supervision, administrative costs, overhead, counsel fees, accounting and our other expenses in connection with the transfer. Such fee shall be due at the time of Transfer. However, in the case of a Transfer to a corporation or limited liability company formed by you for the convenience of ownership, no such transfer fee shall be required, if the ownership is the same. In the event you transfer multiple Franchised Locations under separate Franchise Agreements pursuant to the terms of this Agreement, you shall allocate the total purchase price of such transfer among each Franchised Location. The transfer fee in this Section 14.2.12 shall then be applied to each location based upon your allocation provided to us.

14.3 If any party holding any direct or indirect interest in this Agreement, in you or in all or substantially all of the assets of the Franchised Business proposes to Transfer any interest in this Agreement, you, or all or substantially all of the assets of the Franchised Business, the Transfer of which would have

the effect of transferring such interest or assets, by accepting any bona fide offer from a third party to purchase such interest and/or assets, such party shall notify us in writing of each such offer, and shall provide such information and documentation relating to the offer as we may require. We shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the transferor that we intend to purchase the transferor's interest or the assets on the same terms and conditions offered by the third party. If we elect to purchase the transferor's interest or assets, closing on such purchase must occur within thirty (30) days from the date of the notice to the transferor of our election to purchase. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by us as in the case of an initial offer. Our failure to exercise the option afforded by this Section shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Agreement with respect to a proposed Transfer. If the consideration, terms and/or conditions offered by a third party are such that we may not reasonably be required to furnish the same consideration, terms and/or conditions, then we may purchase the interest or assets proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the cash consideration, an independent appraiser shall be designated by us, and the determination of such appraiser shall be binding.

14.4 Upon the death or mental incapacity of any person with an interest in the Franchised Business, which would have the effect of transferring control of you, the executor, administrator or personal representative of such person shall transfer, within six (6) months after such death or mental incapacity, such interest to a third party approved by us. Such Transfers, including, without limitation, Transfers by devise or inheritance, shall be subject to the same conditions as any intervivos Transfer. However, in the case of Transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 14, the personal representative of the deceased shall have a reasonable time to dispose of the deceased's interest, which disposition shall be subject to all the terms and conditions for Transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, not to exceed six months, we may terminate this Agreement

14.5 Our consent to a Transfer of any interest in this Agreement, in you or in all or substantially all of the assets of the Franchised Business shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

14.6 If you are a corporation, limited liability company or partnership, you shall require each shareholder, member or partner (as the case may be) holding an interest in you to execute and deliver to us a covenant by which such person or entity agrees not to transfer any interest in you except in accordance with the terms and conditions of this Agreement. The organizational documents of any entity that is a franchisee shall recite that they are subject to all restrictions contained in this Agreement.

14.7 If, for any reason, this Agreement is not terminated pursuant to Section 15 and it is contemplated that this Agreement will be assumed by or assigned to a person or entity who has made a bona fide offer to accept an assignment or assumption of this Agreement, pursuant to the U.S. Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth (a) the name and address of the proposed assignee, and (b) all of the terms and conditions of the proposed assignment or assumption, shall be given to us within twenty (20) days after receipt of such proposed assignee's offer to accept assignment or assumption of this Agreement, and, in any event, within ten (10) days prior to the date that the application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and we shall have the right and option, exercisable within thirty (30) days after receipt of such

notice, to accept an assignment of this Agreement to us, upon the same terms and conditions and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by you out of the consideration to be paid by such assignee for the assignment of this Agreement.

14.8 There are no restrictions on our ability to assign this Agreement, and any such transfer or assignment shall inure to benefit any transferee or assignee or other legal successor to our interest.

15. DEFAULT AND TERMINATION

15.1 You shall be deemed to be in default under this Agreement, and all rights granted to you herein shall automatically terminate without notice to you, (i) if you shall become insolvent or make a general assignment for the benefit of creditors, (ii) if a petition in bankruptcy is filed by you or such a petition is filed against you and is not dismissed within thirty (30) days, (iii) if you are adjudicated bankrupt or insolvent, (iv) if a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you, (v) if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction, (vi) if proceedings for a composition with creditors under any state or federal law should be instituted by or against you, (vii) if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a bond is filed), (viii) if you are dissolved, (ix) if execution is levied against your business or property; if suit to foreclose any lien or mortgage against the Premises, if any, or equipment is instituted against you and not dismissed within thirty (30) days, (x) if the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal, constable, or the like, or (xi) the Customer Agreement between you and Dippin' Dots, LLC is terminated.

15.2 Upon the occurrence of any of the following events of default, we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon the provision of notice to you:

15.2.1 If you fail to locate an approved site or to construct and open the Franchised Business within the time limits provided in the Site Selection Addendum or Section 5.3 of this Agreement;

15.2.2 If you and/or your manager fails to satisfactorily complete the initial training program described in Section 6.1 hereof to our satisfaction;

15.2.3 If you at any time cease to operate or otherwise abandon the Franchised Business, or forfeit the right to do or transact business in the jurisdiction where the Franchised Business is located; provided, however, that if you are operating a Dippin' Dots® Retail Venue under this Agreement and through no fault of your own, the Premises are damaged or destroyed by an event such that repairs or reconstruction cannot be completed within ninety (90) days thereafter, then you shall have thirty (30) days after such event in which to apply for our approval to relocate or reconstruct the Premises, which approval shall not be unreasonably withheld;

15.2.4 If you or any of your principals or officers are convicted of a felony, a crime involving moral turpitude or any other crime or offense that we believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith or our interest therein;

15.2.5 If any purported assignment or Transfer of any direct or indirect interest in this Agreement, in you or in all or substantially all of the assets of the Franchised Business is made to any third party without our prior written consent, contrary to the terms of Section 14 hereof;

15.2.6 If an approved Transfer is not effected within the time provided following death or mental incapacity, as required by Section 14 herein;

15.2.7 If you fail to comply with or perform any of the covenants contained herein;

15.2.8 If, contrary to any covenant contained within this Agreement, you disclose, divulge or use the contents of the Manual or other confidential information provided to you or if you violate any of the noncompetition or confidentiality covenants by which you are bound in this or any other agreement between you and us or our affiliates;

15.2.9 If you knowingly maintain false books or records, or submit any false reports (including, without limitation, the application for this franchise) to us;

15.2.10 If you fail, refuse or neglect promptly to pay any monies owing to us or our affiliates, including any monies owed under the Customer Agreement, when due, or to submit the financial or other information we require under the Agreement or any franchise agreement between us and you within five (5) days after notice;

15.2.11 If you misuse or make any unauthorized use of the Marks or any other identifying characteristics of the System, or otherwise materially impair the goodwill associated therewith or our rights therein;

15.2.12 If you refuse to permit us to inspect the Premises, any other location you are operating the Franchised Business with our consent, or your books, records or accounts in accordance with this Agreement;

15.2.13 If a threat or danger to public health or safety results from the construction, maintenance or operation of the Franchised Business;

15.2.14 If you, upon receiving a notice of default as to which there is the opportunity to cure such default, fail to initiate immediately a remedy to cure such default;

15.2.15 If you, after curing a default, commit the same default again within a two-year period, whether or not cured after notice; or

15.2.16 If you fail to comply with the Customer Agreement.

15.3 Except as otherwise provided in Sections 15.1 and 15.2 of this Agreement, upon any other default of this Agreement by you, we may terminate this Agreement by giving you written Notice of termination stating the nature of the default at least thirty (30) days prior to the effective termination. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to you, effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

Defaults which are susceptible of cure hereunder include the following illustrative events:

15.3.1 Except as provided in Sections 15.1 and 15.2 hereof, if you fail to comply with any of the requirements imposed by this Agreement;

15.3.2

15.3.3 If you fail to maintain or observe any of the standards or procedures prescribed by us in this Agreement, the Manual or otherwise in writing;

15.3.4 Except as provided in Section 15.2 hereof, if you fail, refuse or neglect to obtain our prior written approval or consent as required by this Agreement;

15.3.5 If you are operating a Dippin' Dots® Retail Venue under this Agreement and you act, or fail to act, in any manner which is inconsistent with or contrary to your lease or sublease for the Premises, or in any way jeopardizes your right to renewal of such lease or sublease;

15.3.6 If you engage in any business or market any service or product under a name or mark which, in our opinion, is confusingly similar to the Marks; or

15.3.7 If you attempt to use the Marks or any other identifying characteristics of the System to sell Products at any event or location licensed to or serviced by another franchisee, distributor of Dippin' Dots® Products, or DDL itself. In the event you are in violation of this Section 15.3.8, in addition to being in default under Section 15.3, subject to the right to cure defined therein, you shall be charged by ACH debit a fee in the amount of One Thousand Dollars ($1,000.00) for the first breach, as liquidated damages, and a fee in the amount of Twenty-Five Hundred Dollars ($2,500.00) by ACH debit for each subsequent breach, regardless of whether you cure the default or not. You must pay a fee of $250 for each freezer placement that is found to be unauthorized by Dippin' Dots Franchising; i.e. prior approval was not granted before a freezer was placed at the account. If any ACH debit under this Section 15.3.8 is returned for insufficient funds, you shall have 30 days from the date we notify you of the returned ACH debit to pay the full amount of the fee owed under this Section, in addition to any other fees required under this Agreement for insufficient ACH debit charges (Section 4.5).

15.4 Any agreement between you and us and/or our affiliates which provides for the purchase of goods and services from us or one of our affiliates and for which there are credit terms granted to you shall be deemed a contract to extend a financial accommodation to you within the meaning of 11 U.S.C. Section 365(c). Such agreement, whether or not contained within the terms of this Agreement or in a separate written agreement shall be deemed to be a single unitary agreement. A default by you under this Agreement will be deemed a default of all agreements between you or your affiliates and us or our affiliates, including any agreement between you or your affiliates and DPF, if applicable. A default by you or your affiliates under any other agreement between you or your affiliates and us or our affiliates, including any agreement between you or your affiliates and DPF, will be deemed a default under this Agreement. A default by the guarantor(s) of this Agreement or any other agreement of guaranty, will be deemed a default of this Agreement. If this Agreement is terminated as a result of a default by you, we may, at our option, elect to terminate any or all other agreements between you or your affiliates and us or our affiliates, including any agreement between you or your affiliates and DPF. If any other agreement between you or your affiliates and us or our affiliates is terminated as a result of a default by you or your affiliates, we may, at our option, elect to terminate this Agreement. It is agreed that an incurable or uncured default under this

Agreement or any other agreement between you or your affiliates and us or our affiliates will be grounds for termination of this Agreement and/or all agreements between you or your affiliates and us or our affiliates without additional notice or opportunity to cure.

16. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted hereunder to you shall forthwith terminate, and:

16.1 You shall immediately cease to operate the Franchised Business, and shall not thereafter, directly or indirectly, represent to the public or hold yourself out as one of our present or former franchisees.

16.2 You shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System, the Marks and distinctive forms, slogans, signs, symbols and devices associated with the System. In particular, you shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, products and any other articles that display the Marks.

16.3 You shall take such action as may be necessary to cancel any assumed name registration or equivalent registration obtained by you which contains any of the Marks, and you shall furnish us with evidence satisfactory to us of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

16.4 If you are operating a Dippin' Dots® Retail Venue under this Agreement, you shall, at our option, assign to us any interest that you have in any lease or sublease for the Premises. If we do not elect or are for whatever reason unable to exercise our option to acquire the lease or sublease for the Premises, you shall make such modifications or alterations to the Premises immediately upon termination or expiration of this Agreement as may be necessary to distinguish the appearance of the Premises from that of franchised businesses operating under the System, and you shall make such specific additional changes thereto as we may reasonably request for that purpose. If you fail or refuse to comply with the requirements of this Section, we will be entitled to injunctive or other similar relief, without bond, against you or any other person bound by this Agreement in order to enforce compliance.

16.5 You agree, if you continue to operate or subsequently begin to operate any other business, not to use any reproduction, copy or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which, in our sole discretion, is likely to cause confusion, mistake or deception, or which is likely to dilute our rights in and to the Marks. You further agree not to utilize any designation or origin, description or representation (including but not limited to reference to us, the System, or the Marks) which, in our sole discretion, suggests or represents a present or former association or connection with us, the System or the Marks.

16.6 You shall promptly pay all sums owing to us and our affiliates. In the event of termination for any default by you, such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by us or DDL as a result of the default, which obligation shall give rise to and remain, until paid-in-full, a lien and security interest in favor of us in all of your right, title and interest in any and all personal property, furnishings, equipment, signs, fixtures and inventory owned by you and used in the Franchised Business at the time of default.

16.7 You shall immediately deliver to us the Manual and all other records, correspondence and instructions containing confidential information relating to the operation of the Franchised Business, all of which are acknowledged to be our property.

16.8 We shall have the option, to be exercised within thirty (30) days after termination, to purchase from you any or all of the furnishings, equipment, signs and fixtures related to the operation of the Franchised Business at fair market value (excluding good will and going concern value) and to purchase any or all supplies and inventory of the Franchised Business at your cost. If the parties cannot agree on the price of any such items within a reasonable time, an independent appraisal shall be conducted, at our sole discretion, and the appraiser's determination shall be binding. If we elect to exercise any option to purchase herein provided, we shall have the right to set off all amounts due from you, and the cost of the appraisal, if any, against any payment thereof.

16.9 You shall assign to us any interest which you may have in and to the telephone number(s) of the Franchised Business and you must immediately cease use of said telephone number(s).

17. COVENANTS

17.1 You covenant that, during the term of this Agreement, except as we otherwise approve in writing, you (or, if you are a corporation, limited liability company or partnership, one of your principals or general partners) or your fully-trained manager shall devote full time and best efforts to the management and operation of the Franchised Business.

17.2 You specifically acknowledge that, pursuant to this Agreement, you will receive valuable, specialized training and confidential information, including, without limitation, information regarding our operational, sales, promotional and marketing methods and techniques and the System. You covenant that during the term of this Agreement, except as otherwise approved in writing by us, you shall not, either directly or indirectly, for yourself, or through, on behalf of or in conjunction with any person or legal entity, divert or attempt to divert any present or prospective business or customer of any franchised business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks or the System.

17.3 You covenant that, except as otherwise approved in writing by us, you shall not, during the Term of the Franchise Agreement and for a continuous uninterrupted period of two (2) years commencing upon the date of: (a) a Transfer permitted under Section 14 of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); (d) a final order of a duly authorized arbitration panel, or arbitrator(s), or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to enforcement of this Section 17.3; or (e) the latest of any or all of the foregoing; either directly or indirectly, for itself, or through, on behalf of or in conjunction with any person or legal entity, own, maintain, operate, engage in, be employed by, provide assistance to or have any interest in (as owner or otherwise) any business that features the sale of ice cream, yogurt or frozen flavored water within the Territory.

17.4 Section 17.3 shall not apply to ownership by you of a less than five (5%) percent ownership in a corporation with equity securities publicly traded on a national securities exchange.

17.5 You expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of the covenants in

this Section 17. You agree to pay all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by us in connection with the enforcement of this Section 17, or any other provision of this Franchise Agreement.

17.6 At our request, you shall obtain and furnish to us executed covenants similar in substance to those set forth in Section 10 and this Section 17 (including covenants applicable upon the termination of a person's relationship with you and the provisions of Section 16 of this Agreement as modified to apply to an individual) from any or all of the following person: (a) all managers of you and any other personnel employed by you who have received or will receive training from us; (b) all officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities of you and of any corporation directly or indirectly controlling, controlled by or under common control with you, if you are a corporation; and (c) the general partners and any limited partners (including any corporation, and the officers, directors and holders of a beneficial interest of five percent (5%) or more of the securities of any corporation which controls, directly or indirectly, any general or limited partner), if you are a partnership. Every covenant required by this Section shall be in a form approved by us, including, without limitation, specific identification of us as a third party beneficiary of such covenants with the independent right to enforce them.

18. TAXES, PERMITS AND INDEBTEDNESS

18.1 You shall promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by you in the operation of the Franchised Business. You shall pay to us an amount equal to any sales tax, gross receipts tax or similar tax (other than income tax) imposed on us with respect to any payments to us required under this Agreement, unless the tax is credited against income tax otherwise payable by us.

18.2 In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, but in no event shall you permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the Premises, or any improvements thereon.

18.3 You shall comply with all federal, state and local laws, rules and regulations, and shall timely obtain all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits and fire clearances.

18.4 You shall immediately notify us in writing of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business or you.

19. INDEPENDENT OWNER AND OPERATOR

19.1 It is understood and agreed by the parties that this Agreement does not create a fiduciary relationship, that you shall be an independent owner and operator of the Franchised Business and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever.

19.2 During the term of this Agreement, you shall hold yourself out to the public as an independent owner and operator of the Franchised Business pursuant to a franchise agreement from us. You agree to take such action as may be necessary to do so, including, without limitation exhibiting a notice of that fact in a conspicuous place at the Premises and any other location you are operating the Franchised Business with our consent, the content of which we reserve the right to specify.

19.3 Neither we nor any of our affiliated companies will be liable for any of your acts, omissions, debts or other obligations. You agree to indemnify us and our affiliated companies and each of their officers, directors and employees against any claims, legal proceedings, investigations, damages, costs and expenses, and the cost of defending them, if they arise directly or indirectly from, or as a result of, your operation of the Franchised Business. Your indemnification does not apply to acts or omissions involving our gross negligence or intentional misconduct.

20. APPROVALS AND WAIVERS

20.1 Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us therefore, and such approval or consent must be obtained in writing.

20.2 We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you, by providing any waiver, approval, consent or suggestion to you in connection with this Agreement, or by reason of any neglect, delay or denial of any request therefore.

20.3 No failure by us to exercise any power reserved to us by this Agreement, or to insist upon strict compliance by you with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of our right to demand exact compliance with any of the terms hereof. Our waiver of any particular default by you shall not affect or impair our rights with respect to any subsequent default of the same, similar or different nature; nor shall any delay, forbearance or omission of us to exercise any power or right arising out of any breach or default by you of any of the terms, provisions or covenants hereof, affect or impair our right to execute the same; nor shall such constitute a waiver by us of any right hereunder, or of the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Our subsequent acceptance of any payments due to us hereunder shall not be deemed to be a waiver by us of any preceding breach by you of any terms, covenants or conditions of this Agreement.

21. NOTICES

Any and all notices that are required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail or sent by other means which affords the sender evidence of delivery or rejected delivery, to the respective parties at the addresses designated on the signature page of this Agreement, unless and until a different address has been designated by written notice to the other party. Any notice by means which affords the sender evidence of delivery or rejected delivery shall be deemed to have been given and received at the date and time of receipt or rejected delivery.

22. ENTIRE AGREEMENT

This Agreement, the Exhibits and attachments hereto and the documents referred to herein constitute the entire Agreement between us and you concerning the subject matter hereof, and supersedes any prior agreements (whether oral or written), promises, arrangements or obligations by and between us

and you, and no other representations have induced you to execute this Agreement. Except for those permitted to be made unilaterally by us hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Nothing in this Agreement, or any related agreement is intended to disclaim our representations in our Franchise Disclosure Document.

23. SEVERABILITY AND CONSTRUCTION

23.1 Each section, part, term or provision of this Agreement is severable, and if, for any reason, any section, part, term or provision of this Agreement is deemed to be invalid and contrary to, or in conflict with, any existing or future law, decision, ruling or regulation of a court or agency having valid jurisdiction, that will not impair the operation or affect the remaining portions, sections, parts, terms or provisions of this Agreement, and the latter will continue to be given full force and effect and bind you and us, and the invalid sections, parts, terms or provisions will not be a part of this Agreement. Nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you.

23.2 Any provision or covenant in this Agreement that expressly or by its nature imposes obligations beyond the expiration, termination or assignment of this Agreement (regardless of cause for termination) shall survive such expiration, termination or assignment.

24. ARBITRATION; APPLICABLE LAW

24.1 Except as otherwise provided in Section 24.7, all disputes between the parties, including all those arising under or related to this Agreement shall be resolved by final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), regardless of whether administered by the parties or by the AAA. The arbitration proceedings shall be governed by the Federal Arbitration Act. The arbitration shall take place in Oklahoma City, Oklahoma and the parties consent to application of the laws of the State of Oklahoma, excluding its conflict of laws provisions. Any party who fails or refuses to submit any dispute to binding arbitration following a lawful demand by the opposing party shall bear all costs and expenses incurred by the opposing party in compelling arbitration.

24.2 For any dispute involving less than Three Hundred Thousand Dollars ($300,000.00), the matter will be resolved by a single arbitrator and, absent a disagreement over the selection of the arbitrator, shall be self-administered. The parties shall have thirty days after the service of a Statement of Claim and demand for arbitration to agree on a single arbitrator. If the parties cannot agree on a single arbitrator, the matter will be filed with and administered by the AAA. For any dispute involving more than Three Hundred Thousand Dollars ($300,000.00), three arbitrators shall be employed and the matter shall be filed with and administered by the AAA.

24.3 You agree that arbitration will be conducted on an individual basis only. Neither party shall commence any arbitration with a third party against the other, or join with any third party in any arbitration involving the other party. Further, neither party shall attempt to consolidate or otherwise combine in any manner, an arbitration proceeding involving the parties with another arbitration of any kind, nor shall either party attempt to certify a class or participate as a party in a class action against the other.

24.4 No discovery depositions shall be allowed unless the arbitrator(s) make a finding of exceptional need. The decision of the arbitrator(s) shall be final and binding. Either side may confirm and enforce any arbitration award in any court having jurisdiction.

24.5 The parties shall be entitled to a resort to provisional remedies to prevent breaches of this Agreement and to enforce specifically its terms, pending a final resolution of any claim by binding arbitration. In the event of resort to a provisional remedy, the parties agree that upon conclusion of such preliminary equitable proceeding; the matter shall be stayed pending a resolution of the underlying claim by arbitration.

24.6 The parties (and their owners and guarantors, if applicable) waive to the fullest extent permitted by law, any right to or claim for any punitive or consequential damages against the other and agree that in a dispute between them each shall be limited to the recovery of any actual damages sustained by it.

24.7 The following claims may be litigated as provided in Section 24.8: (a) claims involving actual or threatened disclosure or misuse of the confidential information; (b) claims involving the ownership, validity or use of the Marks; (c) claims to enjoin a transfer alleged to be in violation of Section 14; or (d) claims by Franchisor to enforce Franchisee's obligations under Section 17.

24.8 The parties agree that, for any matter that may be litigated, any suit must be filed only in the federal or state court having jurisdiction in Oklahoma City, Oklahoma.

24.9 This arbitration provision shall survive any termination, amendment, renewal, extension or expiration of this Agreement or any agreement executed in connection herewith.

25. DDF FRANCHISEE COUNCIL, INC.

25.1 The DDF Franchisee Council, Inc. (the "Council") was formed to serve as an advisory board to us on advertising, marketing, operations, new Product and service suggestions and other matters concerning the System. We will seek the advice of the Council, our officers and committees.

25.2 While the Franchised Business remains in operation in accordance with this Agreement, you are required to be a member with full privileges of the Council. We and all other franchisees of the System will also be members of the Council. All members of the Council will be entitled to one (1) vote on all matters that members are authorized to vote on under this Agreement and the By-Laws of the Council.

25.3 Membership dues for the Council are One Hundred Dollars ($100.00) annually per franchisee. Membership dues may be increased or decreased by the Council as needed to meet the requirements of the annual budget. The Council may also impose fines for members that violate requirements set forth by the Council in its governing documents. You agree to execute an authorization for us to ACH debit the membership dues from your bank account for the benefit of the Council.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives, in duplicate, on the date written below.

_____	Dippin' Dots Franchising, L.L.C.
FRANCHISEE	FRANCHISOR
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date: _____	Date: _____
Address for Notice to Franchisee:	Address for Franchisor:
_____	Dippin' Dots Franchising, L.L.C.
_____	910 South 5th Street
_____	Paducah, Kentucky 42003
Telephone Number: _____	Telephone Number: (270) 575-6990
Fax:_____	Fax: (270) 575-6997
Email: _____	Email: stehei@dippindots.com

EXHIBIT A
RETAIL VENUES

EXHIBIT A-1
PERMITTED LOCATIONS FOR RETAIL VENUES

The following is a list of locations and events where you are allowed to solicit and make sales with our prior written approval as per the terms of the Agreement. This is allowed if there is no national or local agreement indicating that the location is serviced by a third party with an existing or future contract with DDL.

Store Locations
- Malls
- Outlet Centers
- Lifestyle Centers
- Other Shopping Centers

Fairs &Festivals
- State/County fairs (carts & concession trailers)
- Street fairs
- Arts & crafts fairs
- Local festivals
- National Holiday events
- Parades

Bowling Alleys; Roller Skating Rinks; Ice Skating Rinks
- Concession area
- Birthday parties

Independent Family Fun Centers
- "Independent" meaning sole proprietorship, "small mom and pop", non-national or regional chain
- Please contact inside sales if further clarification is needed
- Laser tag
- Miniature golf
- Game rooms (stand-alone facilities-not inside malls or other locations)
- Inflatable facilities (bouncehouses)

Youth Sports Complexes
- Skate parks
- YMCAs
- Indoor soccer, hockey, baseball, basketball, etc.
- Little league ball fields/soccer fields
- Batting cages

Hotels & Resorts (except Resort Hotels with Water Parks or Hotels where the Water Park is the primary attraction)
- By the pool
- In the gift shop

Food establishments -including but not limited to:

- Bakeries
- Delis
- Privately owned restaurants
- Cafes
- Independent Candy Stores/ Popcorn Shops

Catering

- Birthday parties
- Bar Mitzvahs/Bat Mitzvahs
- Weddings
- Company events (customer appreciation days, employee appreciation days, grand openings, promotional events)

Approved Chains

- Independent Food (i.e. grocery), Drug, Convenience/Club ("FDC") Channel including, without limitation, convenience stores, drug stores, supermarkets, gas station convenience stores
  - "Independent" meaning sole proprietorship, "small mom and pop", non-national or regional chain.
  - Please contact inside sales if further clarification is needed

Schools (K through 12th grade), provided that a national or local contract has not been executed

- Prom
- Graduation night
- Homecomings
- Wrestling
- Football
- Basketball
- Baseball
- Soccer
- Cheerleading competitions
- Booster clubs
- General fundraising
- Field days
- Carnivals
- Fall festivals
- Band competitions
- Cafeterias
- Volleyball
- Tournaments (local, regional, national athletic eventsheld locally)

Miscellaneous

- Summer camps
- State and National Parks
- Parks & Rec. Department
- City pools/Aquatic Centers/Splash Pads
- Hospitals

Country clubs

- Ice Cream/Yogurt Shops
- Jewish community centers
- Churches – youth centers
- Dance/cheer competitions
- Flea Markets
- Corporations/Companies – such as company picnics or employee appreciation days
- Food Trucks- You are permitted to sell to food truck operators however they are limited to traveling in your territory and their activity will need to be reported to Inside Sales
- Casinos

PROHIBITED LOCATIONS FOR EVENTS AND PRODUCT PLACEMENT VENUE:

The following is a list of locations where you are prohibited from soliciting and making sales of the Product as a franchisee:

- Liquor Only Stores
- Smoke/Tobacco Shops including Cannabis dispensaries
- Vape Shops
- Weapon Only Stores

Upon successful completion of the Service Provider Standard Operating Procedure process:

You may or may not be approved to service such locations, subject to the terms of the Service Provider Agreement to be entered into between you and DDL.

- Theaters
- Zoos
- Stadiums/Arenas
- Theme parks
- Waterparks - including, without limitation, Water Park Resort Hotels
- Museums
- Aquariums
- Colleges – including, without limitation, Food Service & Campus C-Stores & Book Stores
- Convention centers
- Airports
- Corporate Cafeteria
- Amusement Parks
- Convenience Stores (C-Stores) – National/Regional chains
- Grocery (Retail "Grab and Go") – National/Regional chains
- Family Entertainment Center (FEC) Chains with corporate headquarters operating in multiple states – including, without limitation, the following:
    - Fun Centers
    - Indoor & Outdoor Go-Cart Tracks
    - Mini Golf/Putt-Putt Locations
    - Escape Rooms
    - Trampoline Establishments
    - Bowling Alleys
    - Skating Rinks
    - Ice Skating Rinks
    - Pickleball and Paddleball facilities

- "Emerging Chains" to be identified by rapid market growth within the industry and deemed to be an equitable match for the SP program by both Vice President of Sales and Senior Director of Franchising

INTERNET SALES OF DIPPIN DOTS PRODUCT OF ANY KIND ARE STRICTLY PROHIBITED

EXHIBIT B
DEVELOPMENT SCHEDULE AND PERFORMANCE PLAN

EXHIBIT C
DMA COUNTIES

Chicago

CHICAGO - M/D

COOK

DE KALB

Du page

GRUNDY

KANE

KANKAKEE

KENDALL

LA SALLE

LAKE

MCHENRY

WILL

JASPER, Indiana

LA PORTE

LAKE

NEWTON

PORTER

Atlanta

Banks, GA

Barrow, GA

Bartow, GA

Butts, GA

Carroll, GA

Chattooga, GA

Cherokee, GA

Clarke, GA

Clay, NC

Clayton, GA

Cleburne, AL

Cobb, GA

Coweta, GA

Dawson, GA

DeKalb, GA

Douglas, GA

Fannin, GA

Fayette, GA

Floyd, GA

Forsyth, GA

Fulton, GA

Gilmer, GA

Gordon, GA

Greene, GA

Gwinnett, GA

Habersham, GA

Hall, GA

Haralson, GA

Heard, GA

Henry, GA

Jackson, GA

Jasper, GA

Lamar, GA

Lumpkin, GA

Madison, GA

Meriwether, GA

Morgan, GA

Newton, GA

Oconee, GA

Oglethorpe, GA

Paulding, GA

Pickens, GA

Pike, GA

Polk, GA

Putnam, GA

Rabun, GA

Randolph, AL

Rockdale, GA

Spalding, GA

Towns, GA

Troup, GA

Union, GA

Upson, GA

Walton, GA

White, GA

Baltimore

Anne Arundel, MD

Baltimore, MD

Caroline, MD

Carroll, MD

Cecil, MD

Harford, MD

Howard, MD

Kent, MD

Queen Anne's, MD

Talbot, MD

<u>Boston</u>

Barnstable, MA

Belknap, NH

Cheshire, NH

Dukes, MA

Essex, MA

Hillsborough, NH

Merrimack, NH

Middlesex, MA

Nantucket, MA

Norfolk, MA

Plymouth, MA

Rockingham, NH

Strafford, NH

Suffolk, MA

Windham, VT

Worcester, MA

<u>Charlotte</u>

Alexander, NC

Anson, NC

Ashe, NC

Avery, NC

Burke, NC

Cabarrus, NC

Caldwell, NC

Catawba, NC

Chester, SC

Chesterfield, SC

Cleveland, NC

Gaston, NC

Iredell, NC

Lancaster, SC

Lincoln, NC

Mecklenburg, NC

Richmond, NC

Rowan, NC

Stanly, NC

Union, NC

Watauga, NC

York, SC

<u>Cleveland-Akron</u>

Ashland, OH

Ashtabula, OH

Carroll, OH

Cuyahoga, OH

Erie, OH

Geauga, OH

Holmes, OH

Huron, OH

Lake, OH

Lorain, OH

Medina, OH

Portage, OH

Richland, OH

Stark, OH

Summit, OH

Tuscarawas, OH

Wayne, OH

<u>Dallas-Ft. Worth</u>

ANDERSON

COLLIN

COMANCHE

COOKE

DALLAS

DELTA

DENTON

ELLIS

ERATH

FANNIN

FREESTONE

HAMILTON

HENDERSON

HILL

HOOD

HOPKINS

HUNT

JACK

JOHNSON

KAUFMAN

LAMAR

NAVARRO

PALO PINTO

PARKER

RAINS

RED RIVER

ROCKWALL

SOMERVELL

TARRANT

VAN ZANDT

WISE

<u>Detroit</u>

Lapeer, MI

Livingston, MI

Macomb, MI

Monroe, MI

Oakland, MI

Sanilac, MI

St. Clair, MI

Washtenaw, MI

Wayne, MI

<u>Denver</u>

Adams, CO

Alamosa, CO

Albany, WY

Arapahoe, CO

Archuleta, CO

Arthur, NE

Banner, NE

Boulder, CO

Box Butte, NE

Broomfield, CO

Campbell, WY

Carbon, WY

Chaffee, CO

Cheyenne, CO

Cheyenne, NE

Clear Creek, CO

Conejos, CO

Costilla, CO

Dawes, NE

Delta, CO

Denver, CO

Deuel, NE

Dolores, CO

Douglas, CO

Dundy, NE

Eagle, CO

Elbert, CO

Garden, NE

Garfield, CO

Gilpin, CO

Grand, CO

Grant, NE

Gunnison, CO

Hinsdale, CO

Hooker, NE

Jackson, CO

Jefferson, CO

Johnson, WY

Keith, NE

Kimball, NE

Kit Carson, CO

Lake, CO

Larimer, CO

Lincoln, CO

Logan, CO

Mineral, CO

Moffat, CO

Morgan, CO

Morrill, NE

Niobrara, WY

Ouray, CO

Park, CO

Phillips, CO

Pitkin, CO

Platte, WY

Prowers, CO

Rio Blanco, CO

Rio Grande, CO

Routt, CO

Saguache, CO

San Juan, CO

San Miguel, CO

Sedgwick, CO

Sheridan, NE

Sioux, NE

Summit, CO

Washington, CO

Weld, CO

Yuma, CO

<u>Houston</u>

Austin, TX

Brazoria, TX

Calhoun, TX

Chambers, TX

Colorado, TX

Fort Bend, TX

Galveston, TX

Grimes, TX

Harris, TX

Jackson, TX

Liberty, TX

Matagorda, TX

Montgomery, TX

Polk, TX

San Jacinto, TX

Trinity, TX

Walker, TX

Waller, TX

Washington, TX

Wharton, TX

Indianapolis

Bartholomew, IN

Blackford, IN

Boone, IN

Brown, IN

Carroll, IN

Cass, IN

Clinton, IN

Decatur, IN

Delaware, IN

Fayette, IN

Fountain, IN

Grant, IN

Hamilton, IN

Hancock, IN

Hendricks, IN

Henry, IN

Howard, IN

Johnson, IN

Lawrence, IN

Madison, IN

Marion, IN

Miami, IN

Monroe, IN

Montgomery, IN

Morgan, IN

Owen, IN

Putnam, IN

Randolph, IN

Rush, IN

Shelby, IN

Tipton, IN

Warren, IN

Wayne, IN

White, IN

Los Angeles

INYO

KERN

LOS ANGELES

ORANGE

RIVERSIDE

SAN BERN

VENTURA

ESMERALDA, Nevada

Miami-Ft. Lauderdale

Broward, FL

Miami-Dade, FL

Monroe, FL

Minneapolis- St. Paul

Aitkin, MN

Anoka, MN

Barron, WI

Beltrami, MN

Benton, MN

Big Stone, MN

Burnett, WI

Carver, MN

Cass, MN

Chippewa, MN

Chisago, MN

Cottonwood, MN

Crow Wing, MN

Dakota, MN

Douglas, MN

Dunn, WI

Faribault, MN

Goodhue, MN

Grant, MN

Hennepin, MN

Hubbard, MN

Isanti, MN

Jackson, MN

Kanabec, MN

Kandiyohi, MN

Lac qui Parle, MN

Le Sueur, MN

Lyon, MN

McLeod, MN

Meeker, MN
Mille Lacs, MN
Morrison, MN
Nicollet, MN
Pierce, WI
Stearns, MN
Steele, MN
Stevens, MN
Swift, MN
Todd, MN
Traverse, MN
Wabasha, MN
Wadena, MN
Waseca, MN
Washburn, WI
Washington, MN
Wright, MN
Yellow Medicine, MN
Pine, MN
Polk, WI
Pope, MN
Ramsey, MN
Redwood, MN
Renville, MN
Rice, MN
Scott, MN
Sherburne, MN
Sibley, MN
St. Croix, WI

Nashville

Allen, KY
Bedford, TN
Benton, TN
Cannon, TN
Cheatham, TN
Christian, KY
Clay, TN
Clinton, KY
Coffee, TN
Cumberland, KY
Davidson, TN
DeKalb, TN
Decatur, TN
Dickson, TN
Franklin, TN
Giles, TN
Henry, TN
Hickman, TN
Houston, TN
Humphreys, TN
Jackson, TN
Lawrence, TN
Lewis, TN
Logan, KY
Macon, TN
Marshall, TN
Maury, TN
Monroe, KY
Montgomery, TN
Moore, TN
Overton, TN
Perry, TN
Pickett, TN
Putnam, TN
Robertson, TN
Rutherford, TN
Simpson, KY
Smith, TN
Stewart, TN
Sumner, TN
Todd, KY
Trigg, KY
Trousdale, TN
Van Buren, TN
Warren, TN
Wayne, TN
White, TN
Williamson, TN
Wilson, TN

New York

Bergen, NJ
Bronx, NY
Dutchess, NY
Essex, NJ
Fairfield, CT
Hudson, NJ
Hunterdon, NJ
Kings, NY
Middlesex, NJ
Monmouth, NJ

Morris, NJ
Nassau, NY
New York, NY
Ocean, NJ
Orange, NY
Passaic, NJ
Pike, PA
Putnam, NY
Queens, NY
Richmond, NY
Rockland, NY
Somerset, NJ
Suffolk, NY
Sullivan, NY
Sussex, NJ
Ulster, NY
Union, NJ
Warren, NJ
Westchester, NY

Orlando

Brevard, FL
Flagler, FL
Lake, FL
Marion, FL
Orange, FL
Osceola, FL
Seminole, FL
Sumter, FL
Volusia, FL

Philadelphia

Ken, DE
New Castle
Atlantic AC-Split, NJ
ATLANTIC EAST
ATLANTIC WEST
BURLINGTON
CAMDEN
CAPE MAY
CUMBERLAND
GLOUCESTER
MERCER
SALEM
BERKS, Philadelphia
BUCKS
CHESTER
DELAWARE
LEHIGH
MONTGOMERY
NORTHAMPTON
PHILADELPHIA

Phoenix

Coconino, AZ
Gila, AZ
Graham, AZ
Greenlee, AZ
La Paz, AZ
Maricopa, AZ
Mohave, AZ
Navajo, AZ
Pinal, AZ
Yavapai, AZ

Pittsburgh

Allegheny, PA
Armstrong, PA
Beaver, PA
Butler, PA
Clarion, PA
Fayette, PA
Forest, PA
Garrett, MD
Greene, PA
Indiana, PA
Lawrence, PA
Monongalia, WV
Preston, WV
Venango, PA
Washington, PA
Westmoreland, PA

Portland

Baker, OR
Clackamas, OR
Clark, WA
Clatsop, OR
Columbia, OR
Cowlitz, WA
Crook, OR
Gilliam, OR
Grant, OR
Harney, OR
Hood River, OR

Jefferson, OR
Klickitat, WA
Lincoln, OR
Linn, OR
Marion, OR
Multnomah, OR
Polk, OR
Sherman, OR
Skamania, WA
Tillamook, OR
Union, OR
Wahkiakum, WA
Wasco, OR
Washington, OR
Wheeler, OR
Yamhill, OR

Raleigh-Durham

Chatham
Cumberland
Durham
Edgecombe
Franklin
Granville
Halifax
Harnett
Hoke, NC
Johnston, NC
Lee, NC
Mecklenburg, VA
Moore, NC
Nash, NC
Northampton, NC
Orange, NC
Person, NC
Sampson, NC
Vance, NC
Wake, NC
Warren, NC
Wayne, NC
Wilson, NC

Sacramento

Amador, CA
Calaveras, CA
Colusa, CA
Nevada, CA
Placer, CA
Plumas, CA
Sacramento, CA
San Joaquin, CA
Sierra, CA
Stanislaus, CA
Sutter, CA
Tuolumne, CA
Yolo, CA
Yuba, CA

Salt Lake City

Bear Lake, ID
Beaver, UT
Box Elder, UT
Cache, UT
Carbon, UT
Daggett, UT
Davis, UT
Duchesne, UT
Elko, NV
Emery, UT
Franklin, ID
Garfield, UT
Grand, UT
Iron, UT
Juab, UT
Kane, UT
Lincoln, WY
Millard, UT
Morgan, UT
Oneida, ID
Piute, UT
Rich, UT
Salt Lake, UT
San Juan, UT
Sanpete, UT
Sevier, UT
Sublette, WY
Summit, UT
Sweetwater, WY
Tooele, UT
Uinta, WY
Uintah, UT
Utah, UT
Wasatch, UT

Washington, UT

Wayne, UT

Weber, UT

White Pine, NV

<u>San Diego</u>

San Diego, CA

<u>San Francisco-Oakland</u>

ALAMEDA WEST

CONTRA COSTA WEST

LAKE

MARIN

MENDOCINO

NAPA

SAN FRANCISCO

SAN MATEO

SOLANO

<u>St. Louis</u>

Bond, IL

Calhoun, IL

Clay, IL

Clinton, IL

Crawford, MO

Fayette, IL

Franklin, MO

Gasconade, MO

Greene, IL

Iron, MO

Jefferson, MO

Jersey, IL

Lincoln, MO

Macoupin, IL

Madison, IL

Marion, IL

Monroe, IL

Montgomery, IL

Phelps, MO

Pike, MO

Randolph, IL

Reynolds, MO

St. Charles, MO

St. Clair, IL

St. Francois, MO

St. Louis, MO

Ste. Genevieve, MO

Warren, MO

Washington, IL

Washington, MO

<u>Seattle-Tacoma</u>

Chelan, WA

Clallam, WA

Douglas, WA

Grays Harbor, WA

Island, WA

Jefferson, WA

King, WA

Kitsap, WA

Lewis, WA

Mason, WA

Pacific, WA

Pierce, WA

San Juan, WA

Skagit, WA

Snohomish, WA

Thurston, WA

Whatcom, WA

<u>Tampa- St. Petersburg</u>

Citrus, FL

Hardee, FL

Hernando, FL

Highlands, FL

Hillsborough, FL

Manatee, FL

Pasco, FL

Pinellas, FL

Polk, FL

Sarasota, FL

<u>Washington, D.C.</u>

Alexandria, VA

Allegany, MD

Arlington, VA

Berkeley, WV

Calvert, MD

Charles, MD

Clarke, VA

Culpeper, VA

District of Columbia, DC

Fairfax, VA

Falls Church, VA

Fauquier, VA

Frederick, MD

Frederick, VA

Fredericksburg, VA

Fulton, PA

Grant, WV

Hampshire, WV

Hardy, WV

Jefferson, WV

King George, VA

Loudoun, VA

Manassas Park, VA

Manassas, VA

Mineral, WV

Montgomery, MD

Morgan, WV

Page, VA

Prince George's, MD

Prince William, VA

Rappahannock, VA

Shenandoah, VA

Spotsylvania, VA

St. Mary's, MD

Stafford, VA

Warren, VA

Washington, MD

Westmoreland, VA

Winchester, VA

EXHIBIT D
PERSONAL GUARANTY FOR SHAREHOLDER/MEMBER OF
DIPPIN' DOTS® ENTITY FRANCHISEE

THIS GUARANTY is made as of _____, 20__, by _____ ("Guarantors"), in favor of Dippin' Dots Franchising, L.L.C., an Oklahoma limited liability company ("DDF") and Dippin' Dots, L.L.C., an Oklahoma limited liability company ("DDL").

PRELIMINARY STATEMENTS

A. _____, a[n] _____ (the "Franchisee") and DDF entered into the Dippin' Dots® Territory Development and Location Franchise Agreement, dated the date of this Guaranty, (the "Franchise Agreement").

B. In connection with the Franchise Agreement, the Franchisee and Dippin' Dots, L.L.C., an Oklahoma limited liability company ("DDL") entered into the Customer Agreement, dated the date of this Guaranty (the "Customer Agreement") for the supply of various products as part of its franchised business.

C. Guarantors directly or indirectly own the Franchisee or otherwise have a direct or indirect beneficial interest in the success of the Franchisee.

D. The execution and delivery to DDF and DDL of this Guaranty is a condition to and is intended to induce the execution of the Franchise Agreement and the Customer Agreement.

AGREEMENT

1. Assumption. Guarantors hereby jointly and severally agree to be bound by all provisions of the Franchise Agreement and the Customer Agreement, including all provisions which purport to be binding upon the Guarantors as shareholders, members or partners of the Franchisee. Each of the Guarantors specifically agrees to comply with and be bound by the provisions of the Franchise Agreement relating to confidentiality, restrictions on competition, non-solicitation of customers, and dispute resolution procedures, and acknowledges that such provisions are acceptable and reasonable.

2. Guaranty. Guarantors hereby jointly and severally, absolutely and unconditionally, as primary obligors and not only as surety, guarantee to DDF and DDL the due and punctual payment and performance by Franchisee of all obligations of Franchisee under the Franchisee Agreement, the Customer Agreement, and any other agreements between DDF or its affiliates and Franchisee or its affiliates.

3. Term. This Guaranty is an absolute and continuing guaranty of payment and performance. The obligations of Guarantors shall not terminate until the Franchisee has paid and performed all obligations now or hereafter owing to DDF or DDL under the Franchise Agreement, the Customer Agreement or any other agreements between DDF or its affiliates and Franchisee or its affiliates. To the extent any provisions of the Franchise Agreement or Customer Agreement survive its termination, this Guaranty shall likewise survive its termination.

4. Enforcement; Liability. This Guaranty is specifically intended to benefit both DDF and DDL, either of which may enforce this Guaranty jointly with or independent of the other. DDF or DDL may jointly or separately enforce this Guaranty directly against any of the Guarantors without the joinder of any other party or parties, without first having sought relief against the Franchisee or any other party, and without resorting to any security for the obligations. If more than one person is Guarantor, the liability of each Guarantor shall be joint and several.

5. Actions with Respect to the Obligations. The liability under this Guaranty shall not be released, diminished, impaired, reduced or affected by: (i) the taking or accepting of any other security or guaranty for the performance of any or all obligations under the Franchise Agreement or the Customer Agreement; (ii) any release, surrender, exchange, subordination or loss of any security at any time existing in connection with the performance of any obligations under the Franchise Agreement and the Customer Agreement; (iii) any partial release of the liability of any other Guarantor under this Guaranty or under any other instrument executed in connection with or as security for the performance by Franchisee of its obligations under the Franchise Agreement and the Customer Agreement; (iv) the death, insolvency, bankruptcy, dissolution, liquidation or disability of any of the Guarantors or any other party at any time liable for the performance of any or all of the obligations under the Franchise Agreement and the Customer Agreement, whether now existing or hereafter occurring; (v) any renewal, extension and/or rearrangement of any or all of the indebtedness which may be or become due and owing under the Franchise Agreement and the Customer Agreement; (vi) any forbearance or compromise by DDF or DDL; (vii) any neglect, delay, omission, failure or refusal of DDF or DDL to take or prosecute any action against the Franchisee relating to its performance or nonperformance of its obligations under the Franchise Agreement and Customer Agreement; (viii) any transfer, permitted sale or other disposition by a Guarantor of any interest in the Franchisee; or (ix) any other act or circumstance which might otherwise constitute a defense available to, or a legal or equitable discharge of, the Franchisee, any surety or any guarantor (other than the full payment and performance by Franchisee of all obligations guaranteed hereunder).

6. Waivers. Guarantors jointly and severally waive diligence, protest, notice, demand for payment, extensions of time, notice of acceptance of this Guaranty, and indulgences and notices of every kind and nature and consent to any and all forbearances and extensions of time for payment of any amounts owing under the Franchise Agreement and the Customer Agreement.

7. Binding on Successors, Transferees and Assigns; Assignment. This Guaranty shall be binding upon Guarantors and their heirs, estate, successors, beneficiaries, designees, transferees and assigns, and shall inure to the benefit of and be enforceable by DDF and DDL and each holder of any obligation and their respective successors, transferees and assigns; provided, however, that Guarantors may not assign any of Guarantors' obligations hereunder without the prior written consent of each of DDF and DDL.

8. Amendments, etc. No amendment to or waiver of any provision of this Guaranty, nor consent to any departure by Guarantors herefrom, shall in any event be effective unless the same shall be in writing and signed by DDF and DDL, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

9. Governing Law. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.

10. Fees and Expenses. Guarantors will pay the reasonable attorneys' fees, court costs, and other expenses of DDF and DDL incurred in enforcing this Guaranty, whether or not DDF or DDL commences any collection action.

[Signature page follows.]

EXECUTED the day and year first written above.

_____
(Signature)

Address: _____
_____

_____
(Signature)

Address: _____
_____

EXHIBIT E
FRANCHISEE INFORMATION SHEET

*Franchisee Name: _____
Note: The words "Dippin" or "Dots" should not be used in your company name.

* If the franchisee is an entity, you must provide us with a copy of the entity's organizational documents certified by the jurisdiction in which the entity is organized.

Franchisee is a (check as applicable):

[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): _____

State of incorporation/organization: _____

Contact Person for Franchisee: _____

Type of Franchise: Check one below

[ ] Territory Franchise
[ ] Store Only Franchise
[ ] Distribution Franchise

Territory: _____

Store Only Franchise, Approved Location: _____

Amount of Initial Franchise Fee: _____

Ownership of Entity, if applicable:

Owner/Shareholder Name	**Percentage Ownership**	**Home Address of Owner**

For more names, please attach additional sheet.

EXHIBIT 4

FORM OF CUSTOMER AGREEMENT

DIPPIN' DOTS, L.L.C.
5101 CHARTER OAK DRIVE
PADUCAH, KENTUCKY 42001
PHONE (270) 443-8994
FAX (270) 443-8997

Customer Agreement

THIS AGREEMENT is entered into this ___ day of ___, 202___, by and between Dippin' Dots, L.L.C., hereinafter referred to as "Seller", and,_____, hereinafter referred to as "Customer".

WHEREAS, Seller is the manufacturer of ice cream, frozen yogurt, sherbet and ice products and supplies, hereinafter referred to as the "Product"; and

WHEREAS, Customer desires to purchase the Product from Seller pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase of Product. Customer shall purchase the Product from Seller for use in Customer's operation of Dippin' Dots® stores and/or outlets and solicitation and sale of approved Dippin' Dots® products ("Franchised Business") in accordance with the Dippin' Dots® Franchise Agreement between Customer and Dippin' Dots Franchising, L.L.C. ("DDF"). Customer agrees that Seller shall be Customer's exclusive supplier of the Product and Customer shall not purchase the Product or any similar ice cream, frozen yogurt, sherbet and ice products and supplies from any other seller, supplier, distributor, or wholesaler.

2. Customer's Orders. Customer warrants with each order that it is a bona fide franchisee, in good standing with DDF. Customer shall submit orders to Seller for acceptance as defined by Seller in the current version of Seller's customer guidelines, which may be amended by Seller from time to time in its sole discretion (the "Customer Guidelines"). For the avoidance of doubt, each order shall be submitted by Customer using only Seller's then current form of purchase order (a "Purchase Order"**), will be subject to acceptance by Company, in its sole discretion and will be governed by Company's then current version of terms and conditions of sale.**

3. Customer Prices. Customer shall pay Seller for each shipment of the Product, at the then current prices, together with the applicable shipping and handling charge, which shall include reimbursement to Seller for any tax on the Product. Upon thirty (30) days notice to Customer, Seller shall have the right to change prices, discounts, terms and provisions affecting the Product and to issue new applicable price lists. All p**rices shall be exclusive of all taxes, insurance, and shipping and handling charges, which are Customer's sole responsibility.**

4. Payment. Customer shall make payment for the Product in accordance with this Agreement and the Customer Guidelines, unless previous arrangements have been made with the Financial Department of Seller. Receipt of any check or draft will not constitute payment until Seller has received cash in the full amount thereof. Customer shall pay all collection charges, including

Seller's reasonable attorney's fees. Seller **may in its sole discretion change Customer's credit terms and/or require C.O.D. payment for any shipments.**

5. Credit Card Fees. Effective March 1, 2024, a fee will be implemented for all credit card payments. For each credit card transaction, a fee of three (3) percent of the total transaction amount will be applied unless not allowed under applicable State law. This fee will NOT apply to payments made using electronic funds transfers (EFT).

6. Security Interest. To secure Customer's payment of the Product and the faithful performance of all other obligations of Customer under this Agreement, Customer grants to Seller a security interest in all personal property, furnishings, equipment, signs, fixtures and inventory of Customer used by Customer in connection with its Franchised Business and any proceeds thereof. In addition to having all the rights of a secured creditor under the Uniform Commercial Code, upon the occurrence of an event of default under this Agreement, Seller may, but shall not be obligated, to remove any collateral and store it in any place selected by Seller (including, a public warehouse), at the expense and risk of the owner thereof. Seller acknowledges and agrees that the security interest provided by this Agreement shall be subordinate to any purchase money security interest of any lender or lessor providing financing for the purchase of equipment. Seller agrees to execute and deliver such instruments as are reasonably required to evidence such subordination; provided that such instruments contain terms and conditions reasonably acceptable to Seller.

7. Title. Title to the Product shall be and remain with Seller until receipt by Seller in cash of the full purchase price thereof. Seller shall have the right to retake possession of and resell the Product until title thereto shall have passed to Customer. Customer shall be responsible for the care of the Product in Customer's possession. Any damage or loss occurring to the Product while it is in Customer's possession shall be the sole responsibility of Customer.

8. Shipments. The Product pricing is F.O.B. Seller's specified warehouse (the "Delivery Point"), or such other shipping point requested by Customer, and agreed to in writing by Seller**, at which time title and risk of loss will pass to Customer. All freight, insurance and other shipping expenses from Delivery Point, as well as any expenses related to Customer's special packing requests, will be borne by Customer unless otherwise agreed to in writing by Seller.**

9. Warranties, Disclaimers, and Limitations of Liability.

(a) Seller warrants that the Product is produced in compliance with the Kentucky Milk and Milk Products Act of 1972 and the rules and regulations based thereon. The manufacturing plant permit no. is P21-240-2. There are no other warranties, expressed or implied, made by Seller to Customer on the Product furnished hereunder. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE PRODUCTS, EXCEPT AS SET FORTH IN THIS AGREEMENT. ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED.

(b) Customer Warranty. Customer will not make any representations or statements regarding any Customer or other Warranty, unless expressly authorized by Seller in writing.

(c) LIMITATION OF LIABILITY. THE LIABILITY OF SELLER AND ITS AGENTS, AFFILLIATES, OR SUPPLIERS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUPPLY OF PRODUCTS HEREUNDER, SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID BY CUSTOMER TO SELLER FOR THE PRODUCTS GIVING RISE TO SUCH DAMAGES, AND SHALL IN NO EVENT INCLUDE LOSS OF PROFITS, COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SELLER, AFFILLIATE, AGENTS, OR SUPPLER IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

10. Conditions of Sale

(a) Seller has the right to change the design or specifications of any of the Product at any time without notice.

(b) Seller, its agents, affiliates or suppliers shall not be liable for failure or delay in filling orders of Customer.

(c) Customer shall not resell the Product unless Customer has received approval from Seller for resale to a designated purchaser for use at a designated location. Resale or transshipment of the Product to an unauthorized location or to another business or person is expressly prohibited. Unauthorized resale in violation of this Agreement may result in non-shipment and/or termination of Customer's business relationship with Seller. The following sales of the Product by Customer shall not violate this Agreement: sales to school for resale and sales to caterers if such sale is limited to a one-time bulk resale, and there is no direct charge to the ultimate consumer.

11. Indemnification by Customer. Customer hereby indemnifies, holds harmless, and shall defend Seller and each of its officers, directors, servants, agents, employees, and affiliates, from and against any and all claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses and damages of any nature, which are threatened or brought against, or are suffered or incurred by Seller arising out of or in connection with this Agreement or Customer's operations.

12. Confidentiality. Customer acknowledges that during the course of its business relationship with Seller it may be made aware of trade secret information that is proprietary to Seller. Customer shall keep confidential all, and shall not divulge to any other Person or use for a Customer's own benefit, direct or indirect, any of the private, secret or confidential information of the business of the Seller including, but not limited to, private, secret and confidential information relating to such matters as the finances, methods of operation and competition, pricing, trade secrets, know-how, trademarks, marketing plans and strategies, equipment and operational requirements and information concerning personnel, customers and suppliers, unless such information (a) is or becomes generally available to the public other than as a result of a disclosure by Seller, or (b) is required to be disclosed by law or by a judicial, administrative or regulatory authority.

13. Guaranty. If Customer is a corporation, limited liability company or other entity, all of its holders of a legal or beneficial interest of 5% or more must execute a Personal Guaranty upon becoming a franchisee that will also, among other matters, require them to jointly and severally

guarantee Customer's payment and performance under this Agreement and any other agreements between Customer and either Seller or DDF. Any other persons providing substantial capital for Customer's operations must also execute a Personal Guaranty. Seller reserves the right to require any guarantor to provide personal financial statements at any time upon request.

14. Modifications. All modifications to this Agreement shall be in writing and signed by both Parties.

15. Entire Agreement. This Agreement is the entire Agreement among the parties and, when executed by the parties, supersedes all prior agreements, understandings and communications, either verbal or in writing, among the parties with respect to the subject matter contained herein.

16. Severability. If any term, provision or condition of this Agreement is dete1mined by a court or other judicial or administrative tribunal to be illegal, void or othe1wise ineffective or not in accordance with public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

17. No Waiver. Any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by each of the other parties, but such waiver or failure to insist upon strict compliance with such obligation, agreement or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

18. Applicable Law. This Agreement is a contract under the laws of the State of Oklahoma and for all purposes shall be governed by and construed in accordance with the substantive laws of the State of Oklahoma, without regard to its principles of conflicts of laws provisions.

19. Notices. All notices shall be sent Certified Mail, return receipt requested, to the following addresses:

If to Seller:

Dippin' Dots, L.L.C.
5101 Charter Oak Drive
Paducah, KY 42001

If to Customer:

_____

_____

_____

20. Counterparts. This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Further Assurances. The parties shall from time to time execute and deliver such further instruments or take such further action as any party may reasonably request in order to effectuate the intent of this Agreement.

22. Force Majeure. Neither party shall be held liable for any failure to perform that is due to any cause or circumstance beyond the reasonable control of such party, including without limitation a demand for such Products and other products manufactured by Company which exceeds Company's ability to supply them, earthquakes, fire, accidents, floods, storms, other Acts of God, riots, wars, rebellions, strikes, lockouts or other labor disturbances, national or international emergencies, failure to secure materials or equipment from usual sources of supply, failure of carriers to furnish transportation, government rules, regulations, acts, orders, restrictions or requirements or any other cause or circumstance beyond the reasonable control of such party. An inability to deliver or delay in delivery shall invalidate the remainder of this Agreement.

23. Termination and Cross Termination. Seller may terminate this Agreement without cause, at any time, by written notice to Customer not less than thirty (30) days prior to the effective date of termination. All unfilled orders pending at the time of the date of such notice of termination shall be deemed canceled, and Seller and Customer hereby waive all claims against the other in connection with the cancellation of such orders. Seller may further terminate this Agreement, for cause, by written notice to Customer not less than ten (10) days prior to the effective date of such notice in the event that: (i) Customer fails to pay past due invoices within thirty (30) days after notice that invoices are past due; (ii) Customer fails to resolve and remove from Seller unauthorized debits; or (iii) Customer violates any other material provision of this Agreement. Any termination of this Agreement shall also provide Seller the right to terminate any or all other agreements with Customer.

IN WITNESS WHEREOF, Seller and Customer have executed this Agreement as of the day and year first written above.

Seller: DIPPIN' DOTS, L.L.C.

_____
Steve Heisner, Vice President of Administration

Customer: By:_____

Name:_____

EXHIBIT 5

GENERAL RELEASE

GENERAL RELEASE

[_____],[_____], and [_____] ("Franchisee Parties"), each on behalf of himself/herself/itself, and as applicable, each of his/her/its present and past affiliates and his/her/its present and past owners, investors, guarantors, shareholders, members, directors, officers, employees, contractors, agents, and legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of the foregoing in their corporate and individual capacities (collectively, "Releasors"), freely and without any influence, forever release and covenant not to sue Franchisor, and its past, present, and future direct or indirect parent organizations, subsidiaries, divisions, affiliated entities and its and their shareholders, contractors, agents, legal representatives, owners, members, partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans and/or pension plans or funds, executors, attorneys, employees, insurers, reinsurers, and/or agents and their successors and assigns, individually and in their official capacities (collectively, "Releasees"), from any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively "claims"), that any Releasor now owns, has or claims to have or holds, or may in the future own or hold, or at any prior time owned, held, had or claimed to have, based on, arising out of or relating to, in whole or in part any fact, event, conduct or omission occurring on or before the date of this release, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, claims for contribution, indemnity and/or subrogation and claims arising out of or relating to the Franchise Agreement and/or any or any other agreement between any Releasee and any Releasor ("Related Agreement"), the sale of franchises by any Releasee to any Releasor, the development and operation of a Franchised Business by any Releasor and/or Releasees' performance of their obligations under the Franchise Agreement and/or any Related Agreement. Franchisee Parties (on behalf of Releasors) agree that fair consideration has been given by Franchisor for this release and fully understands that this is a negotiated, complete and final release of all of Releasors' claims.

The following applies only if the Franchised Business is located in California or if any Releasor is domiciled in California: Franchisee Parties (on behalf of Releasors) also expressly agrees that, with respect to this release, any and all rights granted under Section 1542 of the California Civil Code are expressly waived. That Section reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The following applies only if the Franchised Business is located in Washington or if any Releasor is domiciled in Washington: The general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

The following applies only if the Franchised Business is located in Maryland or if any Releasor is domiciled in Maryland: This general release does not apply to claims arising under the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201 – 14-233, or the rules adopted thereunder in accordance with Md. Code Ann., Bus. Reg. §14-206, Code of Maryland Regulations, Title 02.02.08.01 – 02.02.08.17.

[Signature page follows.]

EXECUTED the ___ day of _____, 20__.

_____
(Signature)

_____
(Signature)

_____
(Signature

EXHIBIT 6

LIST OF FRANCHISEES

LIST OF FRANCHISEES

As of September 27, 2025

Location	Address	City	State	Zip	Franchisee	Phone Number
1. Alaska Territory	13957 Mulligan RD	Anchorage	AK	99516	Lovdahl, John & Trina	907-230-3687
2. Alaska Territory	4712 Kupreanof	Anchorage	AK	99507	Ray, Gary	907-244-3687
3. DD Store – Gulf Shores	632 Gulf Shores Pkwy	Gulf Shores	AL	36542	Wise, Kyle	270-746-1099
4. DD Store – Mobile AL	3964 Airport Blvd	Mobile	AL	36608	Pullen, Tom & Barbara	850-249-8800
5. DD Store - Orange Beach	632 Gulf Shores Pkwy	Gulf Shores	AL	36542	Wise, Kyle	270-746-1099
6. Tuscaloosa Territory	912 Veterans Memorial Parkway East	Tuscaloosa	AL	35404	Carpenter, Carlos	859-274-6956
7. The Wharf	4651 Main Street	Orange Beach	AL	36561	Wise, Kyle	270-746-1099
8. Birmingham Territory			AL		Biggerstaff	618-614-3130
9. Montgomery Territory			AL		Biggerstaff	618-614-3130
10. AR Territory			AR	72653	Talley, Clay & Sara	870-421-2741
11. Central Mall	5111 Rogers Ave	Ft. Smith	AR	72903	Stults, Tim	479-466-8381
12. N. Little Rock Territory		N Little Rock	AR	72116	Liles, Kevin & Charlotte	501-753-6677
13. Northwest Arkansas Mall	4201 North Shiloh Drive	Fayetteville	AR	72703	Stults, Tim	479-521-6881
14. Park Plaza	6000 West Markham St	Little Rock	AR	72205	Liles, Kevin & Charlotte	501-558-3477
15. AZ Territory - Folsom	1147 N COLUMBUS BLVD	Tucson	AZ	85712	SHANE FOLSOM,	520 419 5137
16. Tucson Territory -Folsom	1147 N COLUMBUS BLVD	Tucson	AZ	85712	SHANE FOLSOM,	520 419 5137
17. AZ Territory – Simala	841 S 20th Ave	Yuma	AZ	85364	Simala, Brett	928-210-1411
18. Arizona Territory	Post Office Box 9195	Phoenix	AZ	85068	Tavlarides, Teddy	602-881-9990
19. AZ Pop -TUCSON PREMIUM		TUCSON	AZ	85742	Besett, Diana	623-606-0543
20. AZ - CO- BRAND - ARIZONA MILLS	5000 Arizona Mills Circle	Tempe	AZ	85282	Besett, Diana	623-606-0543
21. N. CA Territory - Brock	1785 Durham Dayton Hwy.	Durham	CA	95938	Brock, Kurtis	530-864-4500
22. Santa Clara, CA Territory – Brock		Santa Clara	CA		Brock, Kurtis	530-864-4500
23. San Diego DMA	SWC HWY 163 & 7007 Friars RD	San Diego	CA	92108	Carswell, Gene & Lainie	619-708-5280
24. San Diego Territory – Kriv	4868 Lindley Ave.	Encino	CA	91316	Kriv, Yan	818-726-9700
25. Los Angeles DMA #2		Ventura	CA		Kriv, Yan	818-726-9700
26. DD Store – Cannery Row	711 Cannery Row	Monterey	CA	93940	Edwards, Marsha	831-655-5080
27. CA Territory	935 Poinsettia Ave. Suite 204	Vista	CA	92081	Gary, Jan	760-801-2301
28. Livermore Outlet	2774 Paragon Outlets Drive	Livermore	CA	94551	Goyal, Ash	408-431-8613
29. Sunvalley Mall	1 Sunvalley Mall	Concord	CA	94520	Goyal, Ash	408-431-8613

Location	Address	City	State	Zip	Franchisee	Phone Number
30. Great Mall & San Francisco Territory	447 Great Mall Drive	Milpitas	CA	95035	Goyal, Ash	408-431-8613
31. Los Angeles DMA-Kepenyan	1044 Dolorita Ave	Glendale	CA	91208	Kepenyan, Hovik	818-383-0856
32. Westfield Santa Anita	400 South Baldwin Ave	Arcadia	CA	91007	Isakhanian, Edgar	626-254-1955
33. Ontario Mills Mall	1 Mills Circle	Ontario	CA	91764	Zhu, Francis	626-278-6985
34. CA Territory – Kriv	3947 Carpenter Ave, Unit #301	Studio City	CA	91604	Kriv, Yan	818-726-9700
35. Los Angeles - DMA	18011 New Hope ST	Fountain Valley	CA	92708	Tesla, Daniel	714-430-1480
36. CA Territory	613 Beach St	Santa Cruz	CA	95060	Whiting, Ron	831-423-1890
37. CA Territory-Orzano	2104 Grant Ave. #2	Redondo Beach	CA	90278	Orzano, Jerry	314-566-2333
38. SACRAMENTO DMA	6601 SALIDA WAY	N. HIGHLANDS	CA	95660	MARTINEZ, LARISA	279-675-5517
39. Los Angeles DMA	2104 Grant Ave. #2	Redondo Beach	CA	90278	Orzano, Jerry	314-566-2333
40. Plaza West Covina	112 Plaza Drive	West Covina	CA	91790	Girgis, Nagwa	323-863-6469
41. Colorado Territory	225 North 5th St Suite 611	Grand Junction	CO	81505	Moore, Christy	970-242-3150
42. Colorado Territory	5680 Logan Court	Denver	CO	80216	Tavlarides, Teddy	720-507-1589
43. Park Meadows Mall	10831 Glengate	Highlands Ranch	CO	80130	SONTITIM/PHONGK	571-251-9955
44. CT Territory-ICE			CT		Cook, Rudy	336-760-9970
45. Tanger Outlet Foxwoods Mall & CT Territory	455 Trolley Line Blvd	Mashantuckett	CT	06338	D'Amato, Steve	860-302-0672
46. PA Territory – Zarriello	901 North Dupont St	Wilmington	DE	19805	Zarriello, Lottie	610-876-4117
47. DD Store – Harbor Village	167 Black Bear Circle	Niceville	FL	32578	Guy, Olga	910-551-4905
48. Sawgrass Mills Shopping Center	5521 TAYLOR ST	Hollywood	FL	33021	Soron Badulescu	954-401-7604
49. DD Store – Kissimmee	5487 Irlo Bronson Memorial Hwy	Kissimmee	FL	34746	D'Onofrio, Mike	407-397-7600
50. Lakeland Square Mall	3800 North US 98	Lakeland	FL	33809	D'Onofrio, Mike	863-858-0455
51. FL Territory	167 Black Bear Circle	Niceville	FL	32578	Guy, Olga and Dennis	910-551-4905
52. Westfield Brandon	459 Brandon Town Center Mall	Brandon	FL	33511	D'Onofrio, Mike	813-685-3256
53. COUNTRYSIDE MALL --		Brandon	FL	33511	D'Onofrio, Mike	813-685-3256
54. Daytona FL Territory		Daytona	FL	27893	Pritchard, Randy	252-237-2555
55. Palm Beach Territory	239 Goolsby Blvd	Deerfield Beach	FL	33442	Jesus, Manuel	754-222-4193
56. Westland Mall & Broward Territory	1675 W 49th ST	Hialeah	FL	33012	Lopez-Contreras, Eleazar	786-878-4696
57. DD Store - Sandestin	11275 Emerald Coast Parkway	Miramar Beach	FL	32550	Pullen, Tom	850-650-7778
58. The Florida Mall	8061 S. Orange Blossom Trail	Orlando	FL	32809	Sontitim, Oak	571-251-9955
59. Panama Beach #1	10025 Front Beach Road	Panama City Beach	FL	32407	Pullen, Tom	850-236-7006
60. Panama Beach #2	15402 Front Beach Road	Panama City Beach	FL	32407	Pullen, Tom	850-249-2046

Location	Address	City	State	Zip	Franchisee	Phone Number
61. DD Store-Pier Park	15801 LC Hilton Jr Dr	Panama City Beach	FL	32413	Wise, Kyle	270-746-1099
62. Florida territory -30a		Panama City Beach	FL	32413	Wise, Kyle	270-746-1099
63. Altamonte Mall	451 E. Altamonte Dr.	Altamonte Springs	FL	32701	Donald, Doug	407-767-2676
64. Miami Dade Territory	9740 SW 72nd Ave.	Pinecrest	FL	33156	Lopez-Contreras, Eleazar	786-878-4696
65. Florida Territory	167 Black Bear Circle	Niceville	FL	32578	Guy, Olga and Dennis	910-551-4905
66. Florida Territory -harbor village	167 Black Bear Circle	Niceville	FL	32578	Guy, Olga and Dennis	910-551-4905
67. Cordova Mall	5100 N 9th Ave	Pensacola	FL	32504	Wu, David & Mindy	850-393-9455
68. Georgia/Florida/S. Carolina Territory		Jacksonville	FL	32099	Innovative Concessions	704-455-7734
69. /Florida/Tampa Territory		Jacksonville	FL	32099	Innovative Concessions	704-455-7734
70. Orlando Florida Territory		orlando	FL	32099	Innovative Concessions	704-455-7734
71. STORE - JACKSONVILLE , FL	228 GNARLED OAKS DRIVE	PONTE VEDRA BEACH	FL	32082	ELIAS, ALEX / MELANIE	704-519-9356
72. SW Florida Territory & Keys	PO Box 1167	Estero	FL	33929	Gianino, Sam	314-231-3113
73. Sarasota Territory – Gianino	PO Box 1167	Estero	FL	33929	Gianino, Sam	314-231-3113
74. MIAMI FLORDIA DMA	5590 SIXMILE COMERCIAL CT 7-211	Fort Myers	FL	33912	FORBES / SPINU, MICHAEL / ANKA	608-448-5595
75. Mall of Georgia	3333 Buford Dr	Buford	GA	30519	Deitsch, Brent	770-851-4031
76. Georgia Territory -Atlanta		Atlanta	GA	32099	Innovative Concessions	704-455-7734
77. Sugarloaf Mills	5900 Sugarloaf Parkway Space #79	Lawrenceville	GA	30043	Deitsch, Brent	770-851-4031
78. Mississippi Territory	105 East Main Street	Clinton	GA	39056	Mansell, Clay	769-572-7850
79. Café Sucre	302 E. coleman Dr	Hahira	GA	31632	Provost, Thomas	229-794-0056
80. Waikele Premium Outlets	94-790 Lumiaina St	Waipahu	HI	96797	Chung, Jongun	808-383-0595
81. Hawaii Territory-	2091 KINOOLE STREET	Hilo	HI	96720	Fujii, Troy	808-938-7676
82. HI -- ISLAND OF OAHU - ADRIANO	98-027 HEKAHA ST #12	Aiea	HI	96701	JENNIFER ADRIANO	714 337-8108
83. Hawaii territory – Store	561 KAINALU PL.	Wailuku	HI	96793	LUULOA, KEITH	808-359-7628
84. WAILUKU -HAWAII TERRITORY	561 KAINALU PL.	Wailuku	HI	96793	LUULOA, KEITH	808-359-7628
85. Hawaii territory	2091 KINOOLE STREET	Hilo	HI	96720	Fujii, Troy	808-938-7676
86. ID Territory-Whiting			ID		Whiting, Ron	831-423-1890
87. Yorktown Center	203 Yorktown Center	Lombard	IL	60148	Aleemuddin, Rahil	847-810-9588
88. Navy Pier	600 East Grand Ave	Chicago	IL	60611	Woods, Jackie	630-499-8771
89. Illinois Territory	539 S Forest Ave	Batavia	IL	60510	Martin, Dale	630-674-8341
90. Chicago Ridge Mall	444 Chicago Ridge Mall	Chicago Ridge	IL	60415	Mohammed, Kaleem	773-290-4964

Location	Address	City	State	Zip	Franchisee	Phone Number
91. Chicago DMA territory	444 Chicago Ridge Mall	Chicago Ridge	IL	60415	Mohammed, Kaleem	773-290-4964
92. Gurnee Mills Mall	6170 Grand Ave	Gurnee	IL	60031	Brown, Alicia	931-980-2657
93. Chicago DMA territory	6170 Grand Ave	Gurnee	IL	60031	Brown, Alicia	931-980-2657
94. Harlem Irving Plaza	4136 C North Harlem Ave	Norridge	IL	60706	Marfatia, Alokbhai	224-772-5861
95. St. Claire Square	134 Saint Clair Square	Fairview Heights	IL	62208	Michael, Kim	618-247-3579
96. Northern Illinois Territory	516 Market St	Metropolis	IL	62960	Ulrich/Jones, Lisa & Curt	270-217-1578
97. Missouri/Illinois Territory	516 Market St	Metropolis	IL	62960	Ulrich/Jones, Lisa & Curt	270-217-1578
98. MO, IA, IL Territory	516 Market St	Metropolis	IL	62960	Ulrich/Jones, Lisa & Curt	270-217-1578
99. Illinois Territory	17313 S McKenna Drive	Plainfield	IL	60586	Wiet, Larry & Stacey	630-730-2182
100. Chicago Premium Outlets	1650 Premium Outlets Blvd	Aurora	IL	60502	Woods, Jackie	630-499-8771
101. Orland Square Mall	288 Orland Square	Orland Park	IL	60462	Mansour/Ballouta	708-620-0394
102. Indiana Territory	4901 Thimbleweed Lane	West Lafayette	IN	47906	Goodwin, Heather	765-726-8282
103. Indiana Territory	3815 Washington Avenue	Evansville	IN	47715	Speis, John	812-499-3687
104. Indianapolis Territory		Greenwood	IN	46142	Chamberlain, Joe	616-784-1802
105. Indiana Territory		Greenwood	IN	46142	Chamberlain, Joe	616-784-1802
106. Kansas Territory	20700 West 15th Street	Olathe	KS	66061	Cook, Rudy	336-764-0238
107. Wichita Territory Hausher		Wichita	KS		Hausher, Ryan	918-853-8338
108. Mall at Johnson City & Ky territory	873 EAST LAUREL ROAD	London	KY	40741	Carlos Carpenter / Jamison, Sierra	606-682-0283
109. KY Territory-Super City Dots			KY		Ulrich/Jones, Lisa & Curt	618-217-1578
110. Louisville KY -PDQ	873 EAST LAUREL ROAD	London	KY	40741	Jamison, Sierra / PDQ	859-223-3400
111. Lexington KY Territory – PDQ	873 EAST LAUREL ROAD	London	KY	40741	Jamison, Sierra / PDQ	859-223-3400
112. Acadiana Mall- LA Territory-Farris	5725 Johnston St	Lafayette	LA	70503	Farris, Dwayne	337-993-1090
113. LA Territory-Farris	5725 Johnston St	Lafayette	LA	70503	Farris, Dwayne	337-993-1090
114. Slidell LA Territory	5474 Bayou Paul Road	St. Gabriel	LA	70776	Haynes, John	225-936-8606
115. Esplanade Mall	1401 West Esplanade	Kenner	LA	70065	Lopez, Ricky	504-467-6619
116. Baton Rouge Territory	5474 Bayou Paul Road	St. Gabriel	LA	70776	Haynes, John	225-936-8606
117. Kids World Indoor Play Arena	110 Production Drive, Suite 109	Lafayette	LA	70508	Jones, Ben and Patricia	337-552-4777
118. Boston DMA-Innovative Concessions			MA	27302	Cook, Rudy	336-764-0238

Location	Address	City	State	Zip	Franchisee	Phone Number
119. DC DMA			MD	20902	Mehdi, Syed	301-942-0167
120. Ocean City Store #1-Dorchester St.	2 DORCHESTER ST, UNIT 102	Ocean city	MD	21842	PRELEVIC, MILENA	410-422-4202
121. Ocean City Store #2	205 Atlantic Ave.	Ocean City	MD	21842	Mehdi, Syed Ali	410-289-8877
122. Arundel Mills Mall	7000 Arundel Mills Circle	Hanover	MD	21076	Mehdi, Syed Ali	202-258-4082
123. Ocean City Store #3	701 Atlantic Ave Unit 2	Ocean City	MD	21842	MANALEL, TOY	305-587-9129
124. Tanger Outlets	141 Am. Way	Oxon Hill	MD	20745	Icon Attractions	202-360-0717
125. Michigan Territory - Kuros			MI		Kuros, Keith	412-576-5956
126. Michigan Territory – White Caps	4500 West River Drive NE	Comstock Park	MI	49321	Chamberlain, Joe	616-784-1802
127. Mall of America			MN		Gauba, Namrata	612-406-1253
128. Minnesota Territory – Wagner-Kelly	7554 BECKER TRAIL	INVER GROVES HTS	MN	55077	HINKEMEYER, Kelly	651-402-1347
129. Minnesota/Wisconsin/Iowa Territory			MN		Ulrich/Jones, Lisa Curt	618-522-3687
130. Minnesota Territory-Peters	22250 Goodwin Ave	Hampton	MN	55031	Peters, Brittany	978-501-0625
131. Dippin' Dots Store	1232 Commercial Blvd.	Herculaneum	MO	63048	Yeida, Marc	314-255-3830
132. Missouri Territory	2204 WINDSTONE DRIVE	Columbia	MO	65201	BEN MCDEVITT	303 229-8984
133. MO Territory	2825 S Glenstone Avenue	Springfield	MO	65804	Talley, Clay & Sarah	870-421-2741
134. Missouri/Illinois Territory 2	516 Market St	Metropolis	MO	62960	Ulrich/Jones, Lisa & Curt	618-771-2069
135. North Park Mall	1200 East County Line Rd	Ridgeland	MS	39157	Causey, Mike	601-206-1811
136. Gulfport Premium Outlets	10000 Factory Shop Blvd	Gulfport	MS	39503	Ellis, Gwen	228-697-1688
137. Outlets of Mississippi DP	704 Creston Drive	Bryam	MS	39212	Hunt, Debbie	601-956-1296
138. MT Territory-Whiting			MT		Whiting, Ron	831-423-1890
139. Florida Georgia Territory-Innovative Concessions	4388 Foxfield Court	Harrisburg	NC	28075	Cook, Rudy	980-722-3489
140. Carolina Place	11025 Carolina Place Pkwy	Pineville	NC	28134	Cook, Rudy	704-752-1010
141. Hanes Mall	3320 Silas Creek Pkwy	Winston-Salem	NC	27103	Cook, Rudy	336-760-9970
142. Tanger Outlet & N & S Carolina Territory	4000 Arrowhead Blvd.	Mebane	NC	27302	Cook, Rudy	704-455-7734
143. Concord Mills	8111 Concord Mills Blvd	Concord	NC	28027	Pritchard, Randy	252-266-4357
144. Crabtree Valley Mall	4325 Glenwood Ave	Raleigh	NC	27612	Pritchard, Randy	919-782-0993
145. NC & SC Territory			NC		Pritchard, Randy	252-266-3438
146. CHARLOTTE / RALEIGH DMA'S & NC & SC TERRITORY	6910 FAYETTEVILLE RD.	Durham	NC	27713	Pritchard, Randy	252-266-3438

Location	Address	City	State	Zip	Franchisee	Phone Number
147. CHARLOTTE / RALEIGH DMA'S & NC & SC TERRITORY	4388 Foxfield Court	Harrisburg	NC	28075	Cook, Rudy	980-722-3489
148. North Dakota Territory	PO Box 1536	Fargo	ND	58107	Kennedy, Tom	701-361-5920
149. Scheels All Sports	4550 15th Ave., North	Fargo	ND	58103	Scheels All Sports	701-232-3665
150. Mary Ann's Place	4559 95th Ave NE	Crary	ND	58327	Freidig, Dave & Kathy	701-398-5183
151. Nebraska Territory	4253 N 1st St, Apt 391	Lincoln	NE	68521	Clark, Geoff	402-720-8368
152. Westroads Mall	10000 California St	Omaha	NE	68114	Geiser, Shelly	402-393-0663
153. NE WA & ID TERRITORY -			NE	68114	Whiting, Ron	831-423-1890
154. New York Territory DMA		Lodi	NJ	07644	Esteves, Joseph	201-575-9422
155. NY/NJ Territory	40 Arnot Street #3	Lodi	NJ	07644	Esteves, Joseph	201-575-9422
156. Jersey Shores Premium Outlet	1 Premium Way	Tinton Falls	NJ	07753	Kristen Besold	
157. Mills at Jersey Garden	1270 Jersey Garden Mall	Elizabeth	NJ	07201	Taiyab, Zaidi	201-776-5412
158. Coronado Center	6600 Menaul North East	Albuquerque	NM	87110	Whiting, Ron & Serena	505-883-8570
159. Roswell NM Territory			NM		Murillo, Jeremiah	806-632-0320
160. Meadowood Mall	5000 Meadowood Circle Mall	Reno	NV	89502	Reyes, Resty	775-354-9747
161. Nevada territory - Morley		Reno	NV	85902	Patrick Morley	702-256-7200
162. LAS VEGAS TERRITORY - MORLEY		Las Vegas	NV	85902	Patrick Morley	702-256-7200
163. Reno Territory		Reno	NV		Brock, Kurtis	530-864-4500
164. New York Territory - Patton	369 Seneca Place	Lancaster	NY	14086	Patton, Eric	716-812-0520
165. New York -WASHINGTON DC DMA	20 MAYFIELD LANE	VALLEY STREAM,	NY	11581	MIRZA, NAVEED	516-382-2197
166. New York Territory – Timon		Albany	NY		Timon, Matt	616-262-2012
167. PALISADADES CENTER MALL	1000 PALISADES CENTER DRIVE	West Nyack	NY	32832	CHAIPET (OAK) SONTITIM & KIATTISAK PHONGKUSOLCHIT	571-251-9955
168. Dayton, OH Territory	9105 Stone Road	Litchfield	OH	44253	Otterbacher, Jeff	330-416-9794
169. OH Territory			OH		Chamberlain, Joe	616-784-1802
170. Dayton Mall	2700 Miamisburg-Centerville Rd	Dayton	OH	45459	Kumar, Siddarth	937-433-0778
171. Cleveland Territory		Cleveland	OH		Chamberlain, Joe	616-784-1802
172. Fairfield Commons	2727 Fairfield Commons Blvd.	Beaver Creek	OH	45431	Kumar, Siddharth	859-283-1798
173. Mall at Tuttle Crossing	5043 Tuttle Crossing	Dublin	OH	43016	Kumar, Siddarth	614-792-3687
174. Cincinnati Premium Outlets	986 Premium Outlets Drive	Monroe	OH	45050	Kumar, Siddharth	614-599-1922

Location	Address	City	State	Zip	Franchisee	Phone Number
175. Columbus Ohio Territory	9105 Stone Road	Litchfield	OH	44253	Otterbacher, Jeff	330-416-9794
176. Tulsa OK Territory-Clark	6519 E 89th St.	Tulsa	OK	74133	Clark, Glenda	918-271-4843
177. NE Oklahoma Territory	7565 NW 220th St.	Edmond	OK	73025	Hausher, Ryan	918-853-8338
178. Woodland Hills Mall	7021 South Memorial Drive	Tulsa	OK	74133	Hausher, Ryan	918-853-8338
179. Oregon WA Territory – Whiting			OR		Whiting, Ron	831-423-1890
180. Pennsylvania Territory	2241 Chapparal Drive	Pittsburgh	PA	15239	Kuros, Keith	412-576-5956
181. PA Territory – ICE	7665 Cotton Street	Harrisburg	PA	28075	Downs, Jared	336-764-0238
182. King of Prussia Mall	16 N. Gulph Road	King of Prussia	PA	19406	Zaidi, Taiyab	201-776-5412
183. Rio Hondo Mall & Territory	1607 Expreso Rio Hondo	Bayamon	PR	00961	Diaz, Angel	787-607-1442
184. Outlet Mall 66	18400 Autopista Roberto Sanchez Vilella	Canovanas	PR	00729	Diaz, Angel	787-607-1442
185. Plaza Del Norte	Ave Miramer S/N Suite 110	Hatillo	PR	00659	Diaz, Angel	787-607-1442
186. RI & MA Territory- ICE			RI		Cook, Rudy	336-764-0238
187. South Carolina Territory-Long	368 Rolling Meadows Rd.	Gray Court	SC	29645	Long, Ricky & Judy	864-575-3222
188. South Dakota Territory	6541 Wellington Dr.	Rapid City	SD	57702	Luke Brickey	605-431-3620
189. South Dakota Territory	120 W Dakota ST	Spearfish	SD	57783	Ewing, Sherry	605-641-4862
190. Chattanooga Territory - Carpenter			TN		Carpenter, Carlos	606-682-0283
191. Opry Mills and TN Territory	433 Opry Mills Drive	Nashville	TN	37214	Carpenter, Carlos	606-682-0283
192. Memphis TN & MS Territory			TN		Weber, Jeff	618-201-5069
193. Knoxville Territory	7600 Kingston Pike	Knoxville	TN	37919	Carpenter, Carlos	606-864-5551
194. Nashville DMA			TN		Cook, Rudy	336-764-0238
195. Texas Territory	145 Lakeview Drive	Aledo	TX	76008	Aldrich, David	817-308-9399
196. Houston DMA			TX		Kool Snacks / John Haynes	
197. HEB Plus	2409 E Expressway	Mission	TX	78572	Barbin, Cesar	956-655-9178
198. HEB	3712 Neuhaus Dr.	McAllen	TX	78503	Barbin, Cesar	956-655-9178
199. Houston DMA-Alex Bui		Katy	TX		Bui, Alex	413-702-4230
200. Houston Territory – McCaskill	5910 Green Terrace Lane	Houston	TX	77088	McCaskill, Denise	713-907-0733
201. Memorial City Mall	303 Memorial City	Houston	TX	77024	Merchant, Ashish	312-404-5858
202. Stonebriar Mall – TX & OK Territory	2601 Preston Rd	Frisco	TX/ OK	75034	Coston, Elaine	214-618-1820
203. Houston Territory – Joseph	4676 Old Pond Dr.	Plano	TX	75024	Joseph, Cathy	214-632-9131
204. Town East Mall – Dallas DMA	5682 Town East Mall	Mesquite	TX	75181	Coston, Elaine	972-682-0593
205. Dallas Territory	610 West Oak Street	Celina	TX	75009	Coston, Elaine	972-682-0593
206. La Palmera Mall	5488 South Padre Island Dr	Corpus Christi	TX	78411	Nguyen, Nancy	832-316-3732

Location	Address	City	State	Zip	Franchisee	Phone Number
207. La Plaza Mall	2200 S. 10th St.	McAllen	TX	78503	Cesar Barbin	956-655-9178
208. Sunset Mall	4001 Southwest Blvd	San Angelo	TX	76904	Eichinger, Alice	325-949-8533
209. Parkdale Mall	6155 Eastex Freeway	Beaumont	TX	77706	Foreman, Monroe	409-896-5098
210. Richland Mall	6001 West Waco	Waco	TX	76710	Gaffar, Abdul	254-741-6880
211. TX Territory & Midland Park Mall		Midland	TX	79703	Valderaz, Norma	432-235-5737
212. Sikes Center Mall	3111 Midwestern Pkwy	Wichita Falls	TX	76308	Lott, Kevin	940-689-8454
213. Broadway Square	4601 South Broadway	Tyler	TX	75703	McBride, Shannon	903-570-4630
214. Longview Mall	3500 McCann Rd	Longview	TX	75605	McBride, Shannon	903-736-8224
215. Katy Mills Mall #C3	5000 Katy Mills Circle	Katy	TX	77494	Charalla, Mohammad	281-574-6999
216. Texas Territory – Neck	15 Calle Anacua	Brownsville	TX	78520	Ormic Concessions	956-605-9360
217. Baybrook Mall	500 Baybrook Mall	Friendswood	TX	77546	Merchant, Ashish	312-404-5858
218. Deerbrook Mall	20131 Hwy 59	Humble	TX	77338	Merchant, Ashish	281-723-5984
219. First Colony Mall	16535 Southwest Freeway	Sugarland	TX	77479	Merchant, Ashish	312-404-5858
220. The Woodlands Mall	1201 Lake Woodlands Mall	The Woodlands	TX	77380	Merchant, Ashish	281-465-8065
221. San Marcos Premium Outlets	3939 IH-35 South #900	San Marcos	TX	78666	Migliaccio, Louis	512-392-2611
222. San Antonio Texas Territory-Haynes	5474 Bayou Paul Road	St. Gabriel	TX	70776	Haynes, John	225-936-8606
223. Westgate Mall	I-40 & Coulter Dr	Amarillo	TX	79121	Moreland, Tim	806-678-3231
224. Grapevine Mills	3000 Grapevine Mills Pkwy	Grapevine	TX	76051	Potnis, Ujwal	972-539-6402
225. SOUTH PLAINS MALL		SOUTH PLAINS	TX	79121	Moreland, Tim	806-678-3231
226. The Parks at Arlington	3811 S Cooper Suite 2206	Arlington	TX	76015	Potnis, Ujwal	817-465-5669
227. Texas Territory	4218 FM 66	Waxahachie	TX	75165	Raye, Scott	972-935-0012
228. Texas Territory	6401 EL Dorado PKWY Suite 311	McKinney	TX	75070	Sorrells, Jason	214-504-2250
229. Sunland Park Mall	750 Sunland Park Dr	El Paso	TX	79912	Vaswani, Danny	915-584-7159
230. Willowbrook Mall	2000 Willowbrook Mall	Houston	TX	77070	Merchant, Ashish	312-404-5858
231. HOSTON DMA	11411 GREENHOUSE ROAD UNIT -231	Cypress	Tx	77433	LEE, GARY & GIA	832-287-4778
232. Mall of Abilene	4310 Buffalo Gap Rd	Abilene	TX	77960	Moore, Steffan	940-781-5820
233. Round Rock Premium Outlets	4401 N. Interstate 35	Round Rock	TX	78664	Marques, Richard and Linda	512-633-8836
234. Murillo, Jeremiah	1810 W. Ave H	Muleshoe	TX	79347	Murillo, Jeremiah	806-632-0320
235. Texas Cowgirl LLC	314 Marble Spring Lane	LaMarque	TX	77568	Villarreal, Adrian	832-410-8560
236. Utah Territory	4972 S Voabab Circle	Salt Lake City	UT	84117	Colosimo, Paul	801-573-4044
237. Fabulous Freddy's – Bluff Street	806 N. Bluff Street	St. George	UT	84770	Fabulous Freddy's	702-933-5374
238. DC DMA-Pritchard			VA		Pritchard, Randy	252-266-4357

Location	Address	City	State	Zip	Franchisee	Phone Number
239. Valley View Mall	4802 Valley View Blvd NW	Roanoke	VA	24012	Pritchard, Randy	540-563-2002
240. DD Store - Virginia Beach	910 Atlantic Ave	Virginia Beach	VA	23451	Raval, Kalpesh	757-962-2929
241. VA Territory	2601 Torquay Loop	North Chesterfield	VA	23236	Pritchard, Randy	
242. FREDERICKSBURG, VA			VA		Pritchard, Randy	
243. New VA Territory	PO Box 8372	Tacewell	VA		Pritchard, Randy	
244. CONCORD MILLS			VA		Pritchard, Randy	
245. Store - PRITCHARD			VA		Pritchard, Randy	
246. Fashion Centre at Pentagon City	1100 South Hayes St	Arlington	VA	22202	Verma, P.K.	703-415-1575
247. Manassas Mall	8300 Sudley Road	Manassas	VA	20109	Mehdi, Syed Ali	202-258-4082
248. Washington Territory		Seattle	WA		Whiting, Ron	831-423-1890
249. WA & OR Territory-Whiting			WA		Whiting, Ron	831-423-1890
250. Northwest WA Territory			WA		Whiting, Ron	831-423-1890
251. Northeast WA & ID Territory			WA		Whiting, Ron	831-423-1890
252. Wisconsin Territory	1610 Lakeshore Drive	Lacrosse	WI	54603	Kapanke, Dan	608-792-1897
253. WI Territory-Kozelou	920 Rock Ridge Rd.	Burlington	WI	53105	Kozelou, Bruce	262-492-4104
254. Fox River Mall	4301 W Wisconsin Ave	Appleton	WI	54913	Storch, Brandon	920-422-0876
255. Huntington Mall	I-64 & Mall Rd	Barboursville	WV	25504	McCoy, Susan	304-736-1058
256. WV Territory – Hamilton	315 Tygart St.	Fairmont	WV	26554	Hamilton, Paula	304-366-4746
257. Day Dream Games	925 Mercer Street	Princeton	WV	24740	Crutchfield, Dan & Deidre	304-960-0685
258. West Virginia Territory	RT 1 Box 79	Alderson	WV	24910	Simms, Rick & Donna	304-445-2862
259. Wyoming Territory	1970 North Grass Creek	Casper	WY	82604	Coyle, Kimberly	307-259-4758

The listed franchised locations may be counted as more than one location in Item 20 because more than one territory may be included on more than one agreement.

EXHIBIT 7

LIST OF FORMER FRANCHISEES

LIST OF FORMER FRANCHISEES

As of September 27, 2025

Former Franchisee Name	Former Franchisee Address				Phone Number
Gilbert, Monty	25405 Perdido Beach Blvd.	Orange beach	AL	35209	251-974-3687
Chad & Brenda Cook,	2992 North Park Ave	Prescott Valley	AZ	86314	928-899-7668
Ron Daniels	12801 West Sunrise Blvd	Sunrise	FL	33323	954 401-7604
Stockwell, Todd	861 Corporate Dr Ste 200	Lexington	KY	40503	859 223-3400
Palmquist, Ed	2503 W 16th St	Sedalia	MO	65301	573 673-1019
Chris Cassandra	170 Palisade Dr.	Freehold	NJ	07728	732-414-6171
Hershman, Neil	24 East 23rd Street	New York	NY	10010	914 656-4534
Edward & Lucy Gojich	22 West Broad ST	Bethlehem	PA	18018	717-938-8845
Sonja Carter	6002 Slide Rd	Lubbock	TX	79414	806 797-9118

NON-RENEWAL/TRANSFER OF AN AGREEMENT BUT STILL A FRANCHISEE

As of September 27, 2025

Franchisee Name	Former Franchisee Address				Phone Number
David and Mindy WU	3999 Stefani Dr	Cantonment	FL	32533	850-393-9455
James and Gwen Ellis	3012A BLACKFOOT RD	VANCLEAVE	MS	39565	228-697-1688
Steffan Moore	9510 CK 204	Breckenridge	TX	76424	940-781-5820

EXHIBIT 8

FINANCIAL STATEMENTS

DIPPIN' DOTS FRANCHISING, LLC

FINANCIAL STATEMENTS

For the 52 Weeks Ended September 27, 2025
and September 28, 2024

BLYTHE
CPAs • ADVISORS

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INDEPENDENT AUDITOR'S REPORT

To the Member
of Dippin' Dots Franchising, LLC
Paducah, Kentucky

Opinion
We have audited the accompanying financial statements of Dippin' Dots Franchising, LLC (an Oklahoma limited liability company), which comprise the balance sheets as of September 27, 2025 and September 28, 2024, the related statements of income and cash flows for the 52 weeks then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material aspects, the financial position of Dippin' Dots Franchising, LLC as of September 27, 2025 and September 28, 2024, and the results of its operations and its cash flows for the 52 weeks then ended in accordance with the accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Financial Statements section of our report. We are required to be independent of Dippin' Dots Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Dippin' Dots Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

INDEPENDENT AUDITOR'S REPORT (Continued)

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosure in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of Dippin' Dots Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Dippin' Dots Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Blythe CPAs, PLLC

December 17, 2025

DIPPIN' DOTS FRANCHISING, LLC
BALANCE SHEETS
September 27, 2025 and September 28, 2024

	2025	2024
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 1,008,306	$ 914,055
Accounts receivable	42,819	95,797
Other receivables, related parties	242,844	8,652,176
Prepaid expenses	25,953	8,350
TOTAL CURRENT ASSETS	1,319,922	9,670,378
PROPERTY AND EQUIPMENT, net	80,047	90,818
RIGHT-OF-USE ASSETS - OPERATING LEASES, net	270,497	287,955
TOTAL ASSETS	$ 1,670,466	$ 10,049,151
LIABILITIES AND MEMBER'S EQUITY (DEFICIT)		
CURRENT LIABILITIES		
Operating lease obligations, current portion	$ 55,208	$ 48,191
Accounts payable	40,532	11,316
Accounts payable, related parties	226,041	839,191
Unearned revenue, current portion	230,843	213,085
Liability to advertising fund	801,166	694,458
Accrued liabilities	21,368	9,241
TOTAL CURRENT LIABILITIES	1,375,158	1,815,482
UNEARNED REVENUE, net of current portion	348,216	382,323
OPERATING LEASE OBLIGATIONS, net of current portion	215,289	239,764
MEMBER'S EQUITY (DEFICIT)		
Beginning member's equity	7,611,582	6,053,558
Distribution	(9,500,000)	-
Net income	1,620,221	1,558,024
ENDING MEMBER'S EQUITY (DEFICIT)	(268,197)	7,611,582
TOTAL LIABILITIES AND MEMBER'S EQUITY (DEFICIT)	$ 1,670,466	$ 10,049,151

See independent auditor's report and notes to financial statements.

DIPPIN' DOTS FRANCHISING, LLC
STATEMENTS OF INCOME
For the 52 Weeks Ended September 27, 2025 and September 28, 2024

	2025	2024
REVENUES		
Royalties and advertising fees	$ 2,774,641	$ 2,848,570
Franchise, renewal and transfer fees	253,350	243,782
TOTAL REVENUES	3,027,991	3,092,352
OPERATING EXPENSES		
Administrative	17,460	16,846
Conferences and meetings	372,751	347,475
Depreciation	10,771	7,134
Dues and subscriptions	6,744	30,141
Lease expense	61,436	59,329
Miscellaneous	5,355	4,507
Office expense	13,985	17,028
Point of purchase	27,944	26,737
Professional fees	67,870	109,381
Promotional expense	76,808	86,760
Repairs and maintenance	1,148	2,541
Shipping	9,853	15,120
Taxes and licenses	6,925	3,111
Telephone	3,542	5,032
Training	194	2,158
Travel	79,545	69,133
Tradeshows	5,193	18,951
Uniforms	14	159
Wages	575,716	640,233
Website hosting	65,658	74,592
TOTAL OPERATING EXPENSES	1,408,912	1,536,368
INCOME FROM OPERATIONS	1,619,079	1,555,984
OTHER INCOME		
Bank credits	125	75
Other income	1,017	1,965
TOTAL OTHER INCOME	1,142	2,040
NET INCOME	$ 1,620,221	$ 1,558,024

See independent auditor's report and notes to financial statements.

DIPPIN' DOTS FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
For the 52 Weeks Ended September 27, 2025 and September 28, 2024

	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 1,620,221	$ 1,558,024
Adjustments to reconcile net income to net cash provided (used) in operating activities:		
Change in operating lease, net	-	(1,226)
Depreciation	10,771	7,134
(Increase) decrease in:		
Accounts receivable	52,978	(43,819)
Accounts receivable, related parties	8,409,332	(2,027,554)
Prepaid expenses	(17,603)	19,974
Increase (decrease) in:		
Accounts payable	29,216	(14,884)
Accounts payable, related parties	(613,150)	765,674
Unearned revenue	(16,349)	33,517
Liability to advertising fund	106,708	90,809
Accrued liabilities	12,127	5,295
NET CASH PROVIDED BY OPERATING ACTIVITIES	9,594,251	392,944
CASH FLOWS FROM INVESTING ACTIVITIES		
Leasehold improvements	-	(97,239)
NET CASH USED BY INVESTING ACTIVITIES	-	(97,239)
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions	(9,500,000)	-
NET CASH USED BY FINANCING ACTIVITIES	(9,500,000)	-
Net increase in cash and cash equivalents	94,251	295,705
Cash and cash equivalents at beginning of year	914,055	618,350
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 1,008,306	$ 914,055

See independent auditor's report and notes to financial statements.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Dippin' Dots Franchising, LLC (the Company) assists in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles (GAAP) and have been consistently applied in the preparation of the financial statements.

Nature of Operations and Organizational Structure

The Company was formed on May 18, 2012 in the state of Oklahoma. The Company is in the business of franchising a system for the sale of novelty ice cream and other frozen novelties with trademarks licensed by the Company through Dippin' Dots, LLC (DDL), a sister company. The Company is a wholly-owned subsidiary of Dippin' Dots Holding, LLC (DDH) and is owned by J&J Snack Foods Corporation (J&J).

The Company established and administers the Advertising Fund (the Fund) under the terms of its franchise agreement. All contributions and any earnings thereon are used for the promotion of DDL ice cream and other frozen novelties within the United States of America through maintaining, administering, directing, conducting, and preparing advertising, marketing, and public relations.

Fiscal Period

The Company's fiscal year is the 52 or 53 week period that ends on the last Saturday of September. An additional week is included in the last fiscal quarter every five or six years to realign the Company's fiscal quarters. The Company's fiscal years 2025 and 2024 spanned 52 weeks.

Use of Estimates

The preparation of financial statements, in conformity with GAAP, requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the Statements of Cash Flows, cash and cash equivalents include amounts on hand and amounts on deposit at financial institutions.

Cash held related to the Fund is classified as unrestricted cash; however, the Company intends to use these funds solely to support the Fund rather than the Company's operations. Total cash balance related to the Fund as of September 27, 2025 and September 28, 2024 was $851,256 and $772,338, respectively.

Accounts Receivable and Allowance

Accounts receivable are stated at face value and include royalties and other franchise-related receivables. The Company estimates an allowance based on a review of existing receivables. Accounts receivable are written off on a specific basis. Bad debt recoveries are realized as income in the period of receipt. There is no allowance as of September 27, 2025 and September 28, 2024.

Revenue Recognition

The Company recognizes revenue when control of the promised services is transferred to the customer in an amount that reflects the expected consideration to be entitled to in the exchange for the goods or services.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Royalties and Advertising Fees

The Company and the Fund recognize royalty revenues and contributions based on franchisee purchases of ice cream and other frozen novelties from DDL. The income is earned at the end of each week in which the purchases were shipped.

Franchise, Renewal and Transfer Fees

The Company recognizes franchise, renewal and transfer fees over the life of the contract with the franchisee.

Judgments

The Company considered several factors in determining that control transfers to the franchisee upon the specifics relating to each revenue activity. For advertising fees and royalty revenue, the Company has a right to earn contributions at the end of each week as specified by the Franchise Disclosure Document (FDD) agreement. For franchise, renewal and transfer fees, the Company has a right to earn the revenue over the life of the contract.

Liability to Advertising Fund

The Fund receives advertising fees paid by franchisees and incurs expenses relating to advertising and promotional activities. The Fund recognizes a net liability at the fiscal year-end for advertising fees collected that exceed expenditures. The Company accrues for the change in net liability each year in the Liability to Advertising Fund on the Balance Sheets. At September 27, 2025 and September 28, 2024, the excess fees collected by the Fund accrued to the Liability to Advertising Fund was $106,708 and $90,809, respectively.

Depreciation

The Company's office equipment and leasehold improvements are depreciated using the straight-line method, with estimated useful lives of 5 to 7 years for office equipment and 9 years for leasehold improvements.

Limited Liability Company/Income Taxes

The Company is treated for income tax purposes as a disregarded entity. In lieu of entity-level income taxes, the member is taxed on its proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. Certain states, however, require assessment at the entity level. As a limited liability company, the member liability is limited to amounts reflected in its capital account. There is a single class of membership.

Advertising

The Company expenses advertising production costs as they are incurred and advertising communication costs the first time the advertising takes place.

Fair Value of Financial Instruments

The fair values of the Company's cash and cash equivalents, accounts receivable and accounts payable approximate their carrying amounts due to their short-term nature.

Recently Adopted Accounting Pronouncements

From time-to-time, new accounting pronouncements are issued by the Financial Accounting Standards Board or other standard-setting bodies that the Company adopts as of the specified effective date. Unless otherwise discussed, management believes the impact of any other recently issued standards that are not yet effective are either not applicable at this time or will not have a material impact on the financial statements upon adoption.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Date of Management's Review

Subsequent events have been evaluated through December 17, 2025, the date the financial statements were available to be issued.

NOTE B – CONCENTRATIONS

The Company has concentrated its credit risk for cash and cash equivalents by maintaining deposits in a bank, which may at times exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance Corporation (FDIC). The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk to cash and cash equivalents.

DDL is the only supplier of novelty ice cream and other frozen novelties to the Company's franchisees. Royalty revenue is solely based upon a rate on DDL sales of ice cream to franchisees.

NOTE C – REVENUE AND CONTRACT LIABILITIES

Revenues by revenue type are listed below for the 52 weeks ended September 27, 2025 and September 28, 2024:

	2025	2024
Point-in-time		
Royalties	$ 2,593,215	$ 2,645,441
Advertising fees	181,426	203,129
Total point-in-time revenues	2,774,641	2,848,570
Over-time		
Franchise, renewal and transfer fees	253,350	243,782
Total over-time revenues	253,350	243,782
Total revenues	$ 3,027,991	$ 3,092,352

The Company has elected to recognize the incremental costs of obtaining a contract as an expense when incurred instead of a contract asset and then amortizing over the life of the contract. This presentation is not materially different from the results that would have been obtained had the expenses been capitalized and amortized.

Contract liabilities consist of deferred revenue resulting from initial franchise fees paid by franchisees, as well as renewal and transfer fees paid by franchisees, which are generally recognized on a straight-line basis over the term of the underlying agreement. These contract liabilities are classified as unearned revenue in the balance sheet.

NOTE C – REVENUE AND CONTRACT LIABILITIES (Continued)

The following table reflects the change in contract liabilities for the 52 weeks ended September 27, 2025 and September 28, 2024:

Contract Liabilities	2025	2024
Balance at September 29, 2024 and October 1, 2023, respectively	$ 595,408	$ 561,891
Additions to contract liability	237,001	277,299
Amounts recognized as revenue	(253,350)	(243,782)
Balance at September 27, 2025 and September 28, 2024, respectively	$ 579,059	$ 595,408

Of the amounts recognized as revenue during the 52 weeks ended September 27, 2025 and September 28, 2024, $213,085 and $207,759 was included in the beginning of year contract liability balance, respectively.

NOTE D – SIGNIFICANT NON-CASH TRANSACTION FOR CASH FLOW INFORMATION

The Company was involved in significant non-cash transactions with related parties as identified in Note F.

NOTE E – COMMITMENTS

The Company has three agreements on behalf of the Fund. The expenses related to the agreements will be paid from the Fund. If the Fund cash is insufficient, the Company will pay the expenses out of operating cash.

NOTE F – RELATED PARTY TRANSACTIONS

Relationship and nature of transactions with related parties are summarized as follows:

- J&J – The Company advances funds to J&J, as needed, for operations. J&J processes payroll and payables for the Company. J&J began recording payroll accruals, excluding bonus and vacation pay, for the Company in October 2024. Payroll expenses and other business expenses paid by J&J on behalf of the Company are recorded as non-cash transactions to the same account where intercompany advances, previously discussed, are recorded.
- DDL – DDL has granted to the Company an exclusive license, with the right to sublicense, to use trademarks, trade names, service marks, logos, designs and other intellectual property. The Company advances funds to DDL, as needed, for operations. DDL provides employees for the Company. DDL recorded all payroll accruals through October 2024 and recorded only bonus and vacation pay accruals the remainder of the period. Payroll expenses and other business expenses paid by DDL on behalf of the Company are recorded as non-cash transactions to the same account where intercompany advances, previously discussed, are recorded.
- Doc Popcorn, LLC (DPL) – DPL is a subsidiary of DDL. Business expenses paid by DPL on behalf of the Company are recorded as non-cash transactions to the intercompany account.
- Doc Popcorn Franchising, LLC (DPF) – DPF is a sister company. Business expenses paid by DPF on behalf of the Company are recorded as non-cash transactions to the intercompany account.

NOTE F – RELATED PARTY TRANSACTIONS (Continued)

Transactions with related parties for the 52 weeks ended September 27, 2025 are summarized as follows:

	J&J	DDL	DPL	DPF
Balance of receivable (payable)	$ (76,623)	$ (15,867)	$ 201	$ 242,570
Business expense paid by the Company on behalf of related party	-	1,416	20,313	52,327
Business expense paid by the related party on behalf of the Company	521,008	147,841	1,022	1,316
Funds advancement from the Company to the related party	1,628,333	1,475,000	-	-
Funds advancement from the related party to the Company	-	9,639,413	-	241,607
Payment correction of franchisee renewal fee	-	-	-	2,500
Payments received by the Company on behalf of the related party	-	-	64,428	-
Payments received by the related party on behalf of the company	-	61,645	-	37,896
Payroll expense allocated to the Company by the related party (non-cash)	469,372	120,356	-	-
Payroll expense allocated to the related party by the Company (non-cash)	-	-	-	103,842

Transactions with related parties for the 52 weeks ended September 28, 2024 are summarized as follows:

	J&J	DDL	DPL	DPF
Balance of receivable (payable)	$ (629,249)	$ 8,356,515	$ (44,936)	$ 293,928
Business expense paid by the Company on behalf of related party	-	11,033	-	162,378
Business expense paid by the related party on behalf of the Company	629,249	182,080	24,250	65,620
Business expense paid by the related party on behalf of the Company (non-cash)	-	-	2,449	-
Funds advancement from the Company to the related party	-	2,730,000	-	-
Funds advancement from the related party to the Company	-	-	-	10,000
Payments received by the Company on behalf of the related party	-	-	-	9,795
Payments received by the related party on behalf of the Company	-	89,274	5,250	-
Payroll expense allocated to the Company by the related party (non-cash)	-	640,233	-	-
Payroll expense allocated to the related party by the Company (non-cash)	-	-	-	137,532

As of September 27, 2025 and September 28, 2024, the Fund owed J&J $68,448 and $107,843, respectively, for business expenses paid on behalf of the Fund.

As of September 27, 2025, the Fund owed DDL $5,766 for contributions netted against other business expenses. As of September 28, 2024, DDL owed the Fund $1,733 for contributions netted against other business expenses.

NOTE F – RELATED PARTY TRANSACTIONS (Continued)

The Company provides accounting services for franchisees for two related purposes:

1. The Company maintains a separate checking account to provide funding of gift card redemptions on closed franchised locations. The amount held at September 27, 2025 and September 28, 2024 was $3,443 and $3,422, respectively, and is included on the Balance Sheet in Cash and cash equivalents.

2. The Company also provides accounting services for Dippin' Dots Franchising Council (Council), a separate entity managed by the Company's franchisees. For the 52 weeks ended September 27, 2025 and September 28, 2024, the Company disbursed $5,456 and $3,707, respectively, of Council funds for the Council expenses. At September 27, 2025 and September 28, 2024, the Company held $55,835 and $53,741, respectively, in Council dues to be used for future Council expenses. The amount is included on the Balance Sheet in Accounts payable, related parties.

NOTE G – PROPERTY AND EQUIPMENT

The following amounts comprise the balance of fixed assets at September 27, 2025 and September 28, 2024:

	2025	2024
Office equipment	$ 22,387	$ 22,387
Leasehold improvements	97,239	97,239
	119,626	119,626
Less accumulated depreciation	(39,579)	(28,808)
	$ 80,047	$ 90,818

NOTE H - LEASES

General Lease Description

As of September 27, 2025, the Company had five operating leases, one for office and warehouse space and four for vehicles. As of September 28, 2024, the Company had four operating leases, one for office and warehouse space and three for vehicles.

Significant Assumptions and Judgments

Contract Contains a Lease

In evaluating contracts to determine where a contract is or contains a lease, the following are considered:

- Whether explicitly or implicitly identified assets have been deployed in the contract; and
- Whether substantially all of the economic benefits from the use of that underlying asset are obtained, and the ability to direct how and for what purpose the asset is used during the term of the contract.

Allocation of Consideration

In determining how to allocate consideration between lease and non-lease components in a contract that was deemed to contain a lease, judgment and consistent application of assumptions to reasonably allocate the consideration is used.

NOTE H – LEASES (Continued)

Options to Extend or Terminate Leases
The leases contain options to extend or terminate the lease. On a lease-by-lease basis, it is determined if the extension should be considered reasonably certain to be exercised and thus a right-of-use asset and a lease liability should be recorded.

Discount Rate
The discount rate for leases, if not explicitly stated in the lease, is the incremental borrowing rate, which is the rate of interest that a lessee would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment. The discount rate is used to calculate the present value of the lease liability at the date of adoption. In the development of the discount rate, the internal borrowing rate, treasury security rates, collateral, credit risk specific to the Company, and the lease portfolio characteristics are taken into consideration.

As of September 27, 2025 and September 28, 2024, the weighted-average remaining lease term for all operating leases is 4.07 years and 5.08 years, respectively. Because the Company generally does not have access to the rate implicit in the lease, the incremental borrowing rate is utilized as the discount rate. The weighted-average discount rate associated with operating leases is 4.89%.

For the 52 weeks ended September 27, 2025 and September 28, 2024, the Company recognized lease expense of $59,827 and $58,081 associated with leases, respectively.

Amounts recognized as lease liabilities related to operating leases are included on the Balance Sheets in Current portion of operating lease obligations and Operating lease obligations, net of current portion. As of September 27, 2025, these amounts are $55,208 and $215,289, respectively, and as of September 28, 2024, these amounts are $48,191 and $239,764, respectively.

The future payments due under operating leases as of September 27, 2025 are as follows:

2026	$ 62,091
2027	62,700
2028	59,866
2029	36,052
2030 and thereafter	106,512
Total minimum payments	327,221
Less amount representing interest	(56,724)
Present value of lease obligations	$ 270,497

NOTE I – DISCONTINUED OPERATIONS

On June 30, 2019, the Company sold its California territory to a franchisee for $100,000. During the 2024 fiscal year, this balance was paid off in full.

DIPPIN' DOTS FRANCHISING, LLC

FINANCIAL STATEMENTS

For the 52 Weeks Ended September 28, 2024
and the 53 Weeks Ended September 30, 2023

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INDEPENDENT AUDITOR'S REPORT

To the Member
of Dippin' Dots Franchising, LLC
Paducah, Kentucky

Opinion
We have audited the accompanying financial statements of Dippin' Dots Franchising, LLC (an Oklahoma limited liability company), which comprise the balance sheets as of September 28, 2024 and September 30, 2023, the related statements of income and cash flows for the 52 and 53 weeks then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material aspects, the financial position of Dippin' Dots Franchising, LLC as of September 28, 2024 and September 30, 2023, and the results of its operations and its cash flows for the 52 and 53 weeks then ended in accordance with the accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Financial Statements section of our report. We are required to be independent of Dippin' Dots Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Dippin' Dots Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Misstatements are considered material if, individually or the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

INDEPENDENT AUDITOR'S REPORT (Continued)

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosure in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of Dippin' Dots Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Dippin' Dots Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Blythe CPAs, PLLC

December 17, 2024

DIPPIN' DOTS FRANCHISING, LLC
BALANCE SHEETS
September 28, 2024 and September 30, 2023

	2024	2023
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 914,055	$ 618,350
Accounts receivable	95,797	51,978
Other receivables, related parties	8,652,176	6,624,622
Prepaid expenses	8,350	28,324
TOTAL CURRENT ASSETS	9,670,378	7,323,274
PROPERTY AND EQUIPMENT, net	90,818	713
RIGHT-OF-USE ASSETS - OPERATING LEASES, net	287,955	243,345
TOTAL ASSETS	$ 10,049,151	$ 7,567,332
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Current portion of operating lease obligations	$ 48,191	$ 57,462
Accounts payable	11,316	26,200
Accounts payable, related parties	839,191	73,517
Unearned revenue, current portion	213,085	207,759
Liability to advertising fund	694,458	603,649
Accrued liabilities	9,241	3,946
TOTAL CURRENT LIABILITIES	1,815,482	972,533
UNEARNED REVENUE, net of current portion	382,323	354,132
OPERATING LEASE OBLIGATIONS, net of current portion	239,764	187,109
MEMBER'S EQUITY		
Beginning member's equity	6,053,558	4,305,643
Net income	1,558,024	1,747,915
ENDING MEMBER'S EQUITY	7,611,582	6,053,558
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 10,049,151	$ 7,567,332

See independent auditor's report and notes to financial statements.

DIPPIN' DOTS FRANCHISING, LLC
STATEMENTS OF INCOME
For the 52 Weeks Ended September 28, 2024 and
The 53 Weeks Ended September 30, 2023

	2024	2023
REVENUES		
Royalties and advertising fees	$ 2,848,570	$ 3,023,351
Franchise, renewal and transfer fees	243,782	255,941
TOTAL REVENUES	3,092,352	3,279,292
OPERATING EXPENSES		
Administrative	16,846	18,521
Advertising	-	694
Bank charges	(75)	50
Commissions	-	1,491
Conferences and meetings	347,475	283,665
Credit report expense	-	186
Depreciation	7,134	2,094
Dues and subscriptions	30,141	38,519
Insurance	-	44
Lease expense	59,329	52,614
Management fees	-	111,946
Miscellaneous	4,507	3,881
Office expense	17,028	29,069
Point of purchase	26,737	17,199
Professional fees	109,381	89,473
Promotional expense	86,760	120,870
Repairs and maintenance	2,541	3,960
Shipping	15,120	16,431
Taxes and licenses	3,111	6,304
Telephone	5,032	4,196
Training	2,158	89
Travel	69,133	59,344
Tradeshows	18,951	160,493
Uniforms	159	-
Wages	640,233	430,841
Website hosting	74,592	76,176
TOTAL OPERATING EXPENSES	1,536,293	1,528,150
INCOME FROM OPERATIONS	1,556,059	1,751,142
OTHER INCOME (EXPENSE)		
Loss on disposal of asset	-	(5,795)
Other income	1,965	2,568
TOTAL OTHER INCOME (EXPENSE)	1,965	(3,227)
NET INCOME	$ 1,558,024	$ 1,747,915

See independent auditor's report and notes to financial statements.

DIPPIN' DOTS FRANCHISING, LLC
STATEMENTS OF CASH FLOWS
For the 52 Weeks Ended September 28, 2024 and
The 53 Weeks Ended September 30, 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 1,558,024	$ 1,747,915
Adjustments to reconcile net income to net cash provided (used) in operating activities:		
Loss on disposal of fixed assets	-	5,795
Change in operating lease, net	(1,226)	1,226
Depreciation	7,134	2,094
(Increase) decrease in:		
Accounts receivable	(43,819)	51,138
Accounts receivable, related parties	(2,027,554)	(2,122,625)
Inventory	-	242,305
Prepaid expenses	19,974	62,819
Increase (decrease) in:		
Accounts payable	(14,884)	(98,601)
Accounts payable, related parties	765,674	33,606
Unearned revenue	33,517	20,259
Liability to advertising fund	90,809	149,315
Accrued liabilities	5,295	3,946
NET CASH PROVIDED BY OPERATING ACTIVITIES	392,944	99,192
CASH FLOWS FROM INVESTING ACTIVITIES		
Leasehold improvements	(97,239)	-
Long-term accounts receivable	-	19,453
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(97,239)	19,453
Net increase in cash and cash equivalents	295,705	118,645
Cash and cash equivalents at beginning of year	618,350	499,705
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 914,055	$ 618,350

See independent auditor's report and notes to financial statements.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Dippin' Dots Franchising, LLC (the Company) assists in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles (GAAP) and have been consistently applied in the preparation of the financial statements.

Nature of Operations and Organizational Structure

The Company was formed on May 18, 2012 in the state of Oklahoma. The Company is in the business of franchising a system for the sale of novelty ice cream and other frozen novelties with trademarks licensed by the Company through Dippin' Dots, LLC (DDL), a sister company. The Company is a wholly-owned subsidiary of Dippin' Dots Holding, LLC (DDH) and is owned by J&J Snack Foods Corporation (J&J). As part of continued restructuring due to change in ownership, DDH eliminated management fees associated with all subsidiary companies beginning October 1, 2023.

The Company established and administers the Advertising Fund (the Fund) under the terms of its franchise agreement. All contributions and any earnings thereon are used for the promotion of DDL ice cream and other frozen novelties within the United States of America through maintaining, administering, directing, conducting, and preparing advertising, marketing, and public relations.

Fiscal Period

The Company's fiscal year is the 52 or 53 week period that ends on the last Saturday of September. An additional week is included in the last fiscal quarter every five or six years to realign the Company's fiscal quarters, which occurred in the Company's fourth quarter of fiscal year 2023. The Company's fiscal year 2024 spanned 52 weeks. The Company's fiscal year 2023 spanned 53 weeks.

Use of Estimates

The preparation of financial statements, in conformity with GAAP, requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the Statements of Cash Flows, cash and cash equivalents include amounts on hand and amounts on deposit at financial institutions.

Cash held related to the Fund is classified as unrestricted cash; however, the Company intends to use these funds solely to support the Fund rather than the Company's operations. Total cash balance related to the Fund as of September 28, 2024 and September 30, 2023 was $772,338 and $533,303, respectively.

Accounts Receivable and Allowance

Accounts receivable are stated at face value and include royalties and other franchise-related receivables. The Company estimates an allowance based on a review of existing receivables. Accounts receivable are written off on a specific basis. Bad debt recoveries are realized as income in the period of receipt. There is no allowance as of September 28, 2024 and September 30, 2023.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

The Company recognizes revenue when control of the promised services is transferred to the customer in an amount that reflects the expected consideration to be entitled to in the exchange for the goods or services.

Royalties and Advertising Fees

The Company recognizes royalty revenues based on franchisee purchases of ice cream and other frozen novelties from DDL. The income is earned at the end of each week in which the purchases were shipped.

Franchise, Renewal and Transfer Fees

The Company recognizes franchise, renewal, and transfer fees over the life of the contract with the franchisee.

Judgments

The Company considered several factors in determining that control transfers to the franchisee upon the specifics relating to each revenue activity. For advertising fees and royalty revenue, the Company has a right to earn contributions at the end of each week as specified by the Franchise Disclosure Document (FDD) agreement. For franchise, renewal and transfer fees, the Company has a right to earn the revenue over the life of the contract.

Liability to Advertising Fund

The Fund receives advertising fees paid by franchisees and incurs expenses relating to advertising and promotional activities. The Fund recognizes a net liability at the fiscal year-end for advertising fees collected that exceed expenditures. The Company accrues for the change in net liability each year in the Liability to Advertising Fund on the Balance Sheets. At September 28, 2024 and September 30, 2023, the excess fees collected by the Fund accrued to the Liability to Advertising Fund was $85,591 and $149,315, respectively.

Depreciation

The Company's office equipment and leasehold improvements are depreciated using the straight-line method, with estimated useful lives of 5 to 7 years for office equipment and 9 years for leasehold improvements.

Limited Liability Company/Income Taxes

The Company is treated for income tax purposes as a disregarded entity. In lieu of entity-level income taxes, the member is taxed on its proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. Certain states, however, require assessment at the entity level. As a limited liability company, the member liability is limited to amounts reflected in its capital account. There is a single class of membership.

Advertising

The Company expenses advertising production costs as they are incurred and advertising communication costs the first time the advertising takes place.

Fair Value of Financial Instruments

The fair values of the Company's cash, accounts receivable and accounts payable approximate their carrying amounts due to their short-term nature.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Adopted Accounting Pronouncements

On October 1, 2023, the Company adopted the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-13 Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, as amended, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the Current Expected Credit Losses (CECL) methodology. The measurement of expected credit losses under the CECL methodology is applicable to financial assets measured at amortized cost, including loan receivables and held-to-maturity debt securities. It also applies to off-balance sheet credit exposures not accounted for as insurance (loan commitments, standby letters of credit, financial guarantees, and other similar instruments) and net investments in leases recognized by a lessor in accordance with FASB ASU 2016-02 Leases (Topic 842).

The Company adopted Topic 326 using the modified-retrospective method for all financial assets measured at amortized cost and off-balance sheet credit exposures. Results for reporting periods beginning after October 1, 2023, are presented under Topic 326 while prior period amounts continue to be reported in accordance with previously applicable GAAP. There was no change to retained earnings as of October 1, 2023, for the cumulative effect of adopting Topic 326 as the effect is not materially different from the results obtained using bad debt experience and a review of existing receivables.

Date of Management's Review

Subsequent events have been evaluated through December 17, 2024, the date the financial statements were available to be issued.

NOTE B – CONCENTRATIONS

The Company has concentrated its credit risk for cash and cash equivalents by maintaining deposits in a bank, which may at times exceed amounts covered by insurance provided by the U.S. Federal Deposit Insurance Corporation (FDIC). The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk to cash.

DDL is the only supplier of novelty ice cream and other frozen novelties to the Company's franchisees. Royalty revenue is solely based upon a rate on DDL sales of ice cream to franchisees.

NOTE C – REVENUE AND CONTRACT LIABILITIES

Revenues by revenue type are listed below for the 52 weeks ended September 28, 2024 and the 53 weeks ended September 30, 2023:

	2024	2023
Point-in-time		
Royalties	$ 2,645,441	$ 2,713,388
Advertising fees	203,129	309,963
Total point-in-time revenues	2,848,570	3,023,351
Over-time		
Franchise, renewal and transfer fees	243,782	255,941
Total over-time revenues	243,782	255,941
Total revenues	$ 3,092,352	$ 3,279,292

The Company has elected to recognize the incremental costs of obtaining a contract as an expense when incurred instead of a contract asset and then amortizing over the life of the contract. This presentation is not materially different from the results that would have been obtained had the expenses been capitalized and amortized.

Contract liabilities consist of deferred revenue resulting from initial franchise fees paid by franchisees as well as renewal and transfer fees paid by franchisees which are generally recognized on a straight-line basis over the term of the underlying agreement. These contract liabilities are classified as unearned revenue in the balance sheet. The following table reflects the change in contract liabilities for the 52 weeks ended September 28, 2024 and the 53 weeks ended September 30, 2023:

Contract Liabilities	2024	2023
Balance at September 30, 2023	$ 561,891	$ 541,632
Additions to contract liability	277,299	276,200
Amounts recognized as revenue	(243,782)	(255,941)
Balance at September 28, 2024	$ 595,408	$ 561,891

Of the amounts recognized as revenue during the 52 weeks ended September 28, 2024 and the 53 weeks ended September 30, 2023, $207,759 and $219,519 was included in the beginning of year contract liability balance, respectively.

NOTE D – SIGNIFICANT NON-CASH TRANSACTION FOR CASH FLOW INFORMATION

The Company was involved in significant non-cash transactions with related parties as identified in Note E.

NOTE E – RELATED PARTY TRANSACTIONS

Business expenses paid by Doc Popcorn, LLC (DPL), a subsidiary of DDL, on behalf of the Company are recorded as non-cash transactions to the intercompany receivable from DPL. At September 28, 2024 and September 30, 2023, the Company owed DPL $44,936 and $28,385, respectively.

Transactions with DPL for the 52 weeks ended September 28, 2024 and the 53 weeks ended September 30, 2023 are summarized as follows:

	2024	2023
Business expenses paid by DPL on behalf of the Company	$ 24,250	$ 27,695
Business expenses paid by DPL on behalf of the Company (non-cash)	2,449	2,731
Payments received by DPL on behalf of the Company	5,250	-

Business expenses paid by Doc Popcorn Franchising, LLC (DPF), a sister company, on behalf of the Company are recorded as non-cash transactions to the intercompany receivable from DPF. At September 28, 2024 and September 30, 2023, DPF owed the Company $156,396 and $79,433, respectively.

Transactions with DPF for the 52 weeks ended September 28, 2024 and the 53 weeks ended September 30, 2023 are summarized as follows:

	2024	2023
Payroll expense allocated to DPF on the Company's employees (non-cash)	$ 137,532	$ -
Business expenses paid by the Company on behalf of DPF	162,378	92,660
Business expenses paid by DPF on behalf of the Company (non-cash)	65,620	29,646
Cash transfer from DPF to the Company	10,000	-
Payments received by the Company on behalf of DPF	9,795	-

DDL has granted to the Company an exclusive license, with the right to sublicense, to use trademarks, trade names, service marks, logos, designs and other intellectual property. The Company advances funds to DDL as needed for operations.

DDL provides management services and employees to the Company. Management fees, payroll expenses and other business expenses paid by DDL on behalf of the Company are recorded as non-cash transactions to the same account where intercompany advances, previously discussed, are recorded. As of September 28, 2024 and September 30, 2023, DDL owed the Company $8,356,515 and $6,486,056, respectively, for advances received net of these expenses.

NOTE E – RELATED PARTY TRANSACTIONS (Continued)

Transactions with DDL for the 52 weeks ended September 28, 2024 and the 53 weeks ended September 30, 2023 are summarized as follows:

	2024	2023
Management fee expense incurred by the Company to DDL (non-cash)	$ -	$ 41,157
Payroll expense allocated to the Company on DDL employees (non-cash)	640,233	430,841
Freezers transferred to DDL from the Company (non-cash)	-	1,286
Franchise fees and renewals collected by DDL on behalf of the Company (non-cash)	89,274	86,947
Fuzziwig royalty income to the Company from DDL (non-cash)	-	1,953
Business expenses paid by the Company on behalf of DDL (non-cash)	11,033	-
Business expenses paid by DDL on behalf of the Company (non-cash)	182,080	292,349
Funds advancement from the Company to DDL	2,730,000	2,691,018

DDL provided management fees to the Fund in 2023. For the 53 weeks ended September 2023, the Fund incurred $70,789 in management fees to DDL. As of September 28, 2024 and September 30, 2023, DDL owed the Fund $1,733 and $59,135, respectively, for contributions netted against management fees and other expenses netted against contributions.

J&J began processing payables on behalf of the Company during 2024. As of September 28, 2024, the balance in the payable to J&J Snack Foods is $629,249.

The Company provides accounting services for franchisees for two related purposes:

1. The Company maintains a separate checking account to provide funding of gift card redemptions on closed franchised locations. The amount held at September 28, 2024 and September 30, 2023 was $3,422 and $3,484, respectively, and is included on the Balance Sheet in Cash and cash equivalents.

2. The Company also provides accounting services for Dippin' Dots Franchising Council (Council), a separate entity managed by the Company's franchisees. For the 52 weeks ended September 28, 2024 and the 53 weeks ended September 30, 2023, the Company disbursed $3,707 and $6,842, respectively, of Council funds for the Council expenses. At September 28, 2024 and September 30, 2023, the Company held $53,741 and $41,647, respectively, in Council dues to be used for future Council expenses. The amount is included on the Balance Sheet in Accounts payable, related parties.

NOTE F – PROPERTY AND EQUIPMENT

The following amounts comprise the balance of fixed assets at September 28, 2024 and September 30, 2023:

	2024	2023
Office equipment	$ 22,387	$ 22,387
Leasehold improvements	97,239	-
	119,626	22,387
Less accumulated depreciation	(28,808)	(21,674)
	$ 90,818	$ 713

NOTE G – COMMITMENTS

The Company has three agreements on behalf of the Fund. The expenses related to the contract will be paid from the Fund. If the Fund cash is insufficient, the Company will pay the expenses out of operating cash.

NOTE H - LEASES

General Lease Description

As of September 28, 2024, the Company had four operating leases, one for office and warehouse space and three for vehicles. As of September 30, 2023, the Company had five operating leases, one for office and warehouse space and four for vehicles.

Significant Assumptions and Judgments

Contract Contains a Lease

In evaluating contracts to determine where a contract is or contains a lease, the following are considered:

- Whether explicitly or implicitly identified assets have been deployed in the contract; and
- Whether substantially all of the economic benefits from the use of that underlying asset are obtained, and the ability to direct how and for what purpose the asset is used during the term of the contract.

Allocation of Consideration

In determining how to allocate consideration between lease and non-lease components in a contract that was deemed to contain a lease, judgment and consistent application of assumptions to reasonably allocate the consideration is used.

Options to Extend or Terminate Leases

The leases contain options to extend or terminate the lease. On a lease-by-lease basis, it is determined if the extension should be considered reasonably certain to be exercised and thus a right-of-use asset and a lease liability should be recorded.

NOTE H – LEASES (Continued)

Discount Rate
The discount rate for leases, if not explicitly stated in the lease, is the incremental borrowing rate, which is the rate of interest that a lessee would have to pay to borrow on a collateralized basis over a similar term an amount equal to the lease payments in a similar economic environment. The discount rate is used to calculate the present value of the lease liability at the date of adoption. In the development of the discount rate, the internal borrowing rate, treasury security rates, collateral, credit risk specific to the Company, and the lease portfolio characteristics are taken into consideration.

As of September 28, 2024 and September 30, 2023, the weighted-average remaining lease term for all operating leases is 5.08 years and 4.58 years, respectively. Because the Company generally does not have access to the rate implicit in the lease, the incremental borrowing rate is utilized as the discount rate. The weighted-average discount rate associated with operating leases is 4.89%.

For the 52 weeks ended September 28, 2024 and the 53 weeks ended September 30, 2023, the Company recognized lease expense of $58,081 and $51,396 associated with leases, respectively.

Amounts recognized as lease liabilities related to operating leases are included on the Balance Sheets in Current portion of operating lease obligations and Operating lease obligations, net of current portion. As of September 28, 2024, these amounts are $48,191 and $239,764, respectively, and as of September 30, 2023, these amounts are $57,462 and $187,109, respectively.

The future payments due under operating leases as of September 28, 2024 are as follows:

2025	$ 53,632
2026	54,224
2027	54,833
2028	51,998
2029 and thereafter	134,695
Total minimum payments	349,382
Less amount representing interest	(61,427)
Present value of lease obligations	$ 287,955

NOTE I – DISCONTINUED OPERATIONS

On June 30, 2019, the Company sold its California territory to a franchisee for $100,000. During the 2024 fiscal year, this balance was paid off in full. At September 30, 2023, the Company was owed $9,525 for the remaining portion of the outstanding balance. This amount is included on the Balance Sheet in Accounts receivable.

UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Dippin' Dots Franchising, LLC and Subsidiary
Consolidating Balance Sheet
March 28, 2026
US $

		DDF UNAUDITED
ASSETS		
CURRENT ASSETS		
Cash	$	1,636,598
Accounts receivable, trade, net		71,738
Accounts receivable, related parties		1,023
Prepaid Expense		28,064
TOTAL CURRENT ASSETS		1,737,423
PROPERTY AND EQUIPMENT, NET		74,662
Other Assets		
Right-of-Use Asset-Operating Lease, net		243,003
	$	2,055,088
LIABILITIES AND MEMBER'S EQUITY		
CURRENT LIABILITIES		
Accounts payable		57,972
Accounts payable-related parties		816,595
Accrued liabilities		2,494
Current Portion of Lease Liabilities-Operating Leases		55,569
Liability to advertising fund		776,879
TOTAL CURRENT LIABILITIES		1,917,388
LONG TERM UNEARNED REVENUE		296,698
LONG TERM LEASE LIABILITY-OPERATING LEASES, less current portion		187,434
MEMBER'S EQUITY		
Beginning member's equity		8,981,534
Additional paid in capital		(9,500,000)
Net Income		172,032
ENDING MEMBER'S EQUITY		(346,434)
	$	2,055,088

Dippin' Dots Franchising, LLC and Subsidiary
Consolidating Income Statement
For the Period Ending March 28, 2026
US $

		YTD CURRENT YEAR UNAUDITED
REVENUES		
Royalties and advertising fees	$	1,018,651
Franchise and transfer fees		145,878
NET REVENUE		1,164,528
COST OF GOODS SOLD		
GROSS PROFIT		1,164,528
OPERATING EXPENSE		
Administrative		5,094
Bank Charges		(450)
Conferences and meetings		371,605
Depreciation & amortization		5,385
Dues and subscriptions		2,960
Miscellaneous		2,522
Office expense		6,374
Point of Purchase		27,719
Professional fees		48,535
Promotional Expense		37,054
Rents and leases		29,352
Repairs and maintenance		1,935
Shipping		29,496
Taxes and licenses		548
Telephone		3,276
Training		1,900
Travel		36,656
Tradeshows		2,839
Wages		351,763
Website Hosting		28,579
		993,143
INCOME (LOSS) FROM OPERATIONS		171,386
OTHER INCOME (EXPENSE)		
Miscellaneous income		646

	UNAUDITED
	646
NET INCOME (LOSS)	$ 172,032

EXHIBIT 9

STATE ADDENDA TO DISCLOSURE DOCUMENT

ADDITIONAL DISCLOSURES FOR THE
MULTISTATE FRANCHISE DISCLOSURE DOCUMENT OF
DIPPIN' DOTS, FRANCHISING, L.L.C.

The following are additional disclosures for the Multistate Franchise Disclosure Document of DIPPIN' DOTS FRANCHISING, L.L.C. required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

California Addendum to the Franchise Disclosure Document

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION.

Neither the Franchisor nor any person identified in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

YOU MUST SIGN A GENERAL RELEASE OF CLAIMS IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE § 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§ 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE § 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§ 20000 THROUGH 20043).

The Franchise Agreement requires binding arbitration. The arbitration will occur in Oklahoma City, Oklahoma with the costs being allocated and assessed by the arbitrator(s). Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of Oklahoma. This provision may not be enforceable under California law.

The Franchisor maintains a website at www.dippindots.com.

THE FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS

CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

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.

Hawaii Addendum to the Franchise Disclosure Document

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

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.

Illinois Addendum to the Franchise Disclosure Document

The following information applies to franchises and franchisees subject to the Illinois Franchise Disclosure Act. Item numbers correspond to those in the main body:

a. No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

b. Item 17 - Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois. Illinois law governs the Franchise Agreement.

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

d. Item 17 - Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise disclosure act.

Maryland Addendum to the Franchise Disclosure Document

Item 5 of the Franchise Disclosure Document is amended to state: Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. We have posted a surety bond in the amount of $135,150.00 for franchise sales in Maryland. The original bond is on file with the Securities Division.

Item 17 of the Franchise Disclosure Document is amended to state: A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the Franchise Disclosure Document is amended to state: Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Item 17 of the Franchise Disclosure Document is amended to state: The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Item 17 of the Franchise Disclosure Document is amended to state: Any general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the Franchise Disclosure Document is amended to state: Except for Federal Arbitration Act and other federal law, and as otherwise required by applicable law for claims arising under the Maryland Franchise Registration and Disclosure Law, Oklahoma law governs.

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.

Michigan Addendum to the Franchise Disclosure Document

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

A prohibition on the right of a franchisee to join an association of franchisees.

A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six months advance notice of franchisor's intent not to renew the franchise.

A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.*

A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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* Note: Despite paragraph (f) above, we intend to enforce fully any arbitration provisions contained in our Franchise Agreement and Development Rights Agreement. We believe that paragraph (f) is unconstitutional and cannot preclude either party from enforcing an agreement to arbitrate.

The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

Michigan Attorney General's Office
Corporate Oversight Division, Franchise Section
525 West Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913
(517) 335-7567

Minnesota Addendum to the Franchise Disclosure Documents

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Dippin' Dots Franchising, L.L.C. for use in the State of Minnesota shall be amended to include the following:

1. The following language is added at the end of Item 13 of the Disclosure Document:

   To the extent required by Minnesota Stat. Sec. 80C.12, Subd. 1(g), we will protect your right to use the Marks and indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

2. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   For franchises governed by the Minnesota Franchises Law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

   Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us in certain cases from requiring litigation to be conducted outside Minnesota. Those provisions also provide that no condition, stipulations or provision in the Franchise Agreement shall in any way abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable, and subject to your arbitration obligations) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any procedure, forum or remedies that the laws of the jurisdiction provide.

   Any release as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by applicable law for claims arising under Minn. Rule 2860.4400D.

   Minnesota Rule Part 2860.4400J prohibits a franchisee in certain cases from waiving rights to a jury trial; waiving your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction; or consenting to liquidated damages, termination penalties or judgment notes. However, we and you will enforce these provisions in the agreements to the extent the law allows.

   The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rules 2860.4400J. Also, a court will determine if a bond is required.

   The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

3. No statement, questionnaire, or acknowledgement 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 with the franchise.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

New York Addendum to the Franchise Disclosure Document

1. The following information is added to the cover page of the Franchise Disclosure Document:

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTMENT PROTECTION BUREAU, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

   THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3 of the FDD is modified to read as follows:

   Other than as described in Item 3 of the FDD, neither franchisor, its predecessor, a person identified in Item 2, or an affiliate offering Franchises under Franchisor's principal trademark:

   A. Has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations, pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the Franchise System or its business operations.

   B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or within the ten (10) year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: a violation of a franchise, antifraud or securities law, fraud, embezzlement fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

   C. Is subject to a currently effective injunctive or restrictive order or decree relating to the Franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

3. Item 4 of the FDD is modified to read as follows:

   Other than as described in Item 4 of the FDD, neither the franchisor, its affiliate, its predecessor, officers or general partner during the ten (10) year period immediately before the date of the FDD: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one (1) year after the officer or general partner of the Franchisor held this position in the company or partnership.

4. The following sentence is added to the end of the first paragraph of Item 5 of the FDD:

   We may use the proceeds from your payment of the Initial Franchise Fee to defray our costs and expenses for providing training and assistance to you; for commission payments to brokers involved in the sale of a Franchise to you; for general working capital purposes; and for other expenses.

5. The first paragraph of Item 17 of the FDD and Item 17.d. of the FDD are revised to read as follows:

   The franchisee may terminate the agreement on any grounds available by law.

6. Item 17.j. of the FDD is revised to read as follows:

   However, no assignment will be made except to an assignee who, in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

7. Item 17.w. of the FDD is revised to read as follows:

   The foregoing choice of law should not be considered a waiver of any right conferred upon either the franchisor or upon the Franchisee by Article 33 of the General Business Law of the state of New York.

8. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed made in New York if you are domiciled in and the franchise will be operated in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

9. Franchise Questionnaires and Acknowledgements--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.

10. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York

law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

Rhode Island Addendum to the Franchise Disclosure Document

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34 the Franchise Disclosure Document for Dippin' Dots Franchising, L.L.C. for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

> § 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the Disclosure Document.

Virginia Addendum to the Franchise Disclosure Document

1. Item 17, Additional Disclosure. The following is added to Item 17.h:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. Item 17, Additional Disclosures. Items 17 (r) and 17 (w) are supplemented by adding the following statements:

As of July 1, 2026:

A. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchised businesses that are located in Virginia, any franchise contract or agreement offered or entered into pursuant to terms of the Virginia Retail Franchising Act shall be governed by the laws of the Commonwealth of Virginia.
B. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act, it is unlawful in connection with the sale or offer to sell a franchise for a business to be located in Virginia, to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, under subsection B of § 13.1-563 of the Retail Franchising Act, in the event that a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after the closing date of such sale.

3. Item 22, Additional Disclosure. The following statement is added to Item 22:

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.

Washington Addendum to the Franchise Disclosure Documents

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are

void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

EXHIBIT 10

STATE SPECIFIC AGREEMENT AMENDMENTS

DIPPIN' DOTS FRANCHISING, L.L.C.
ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

The Franchise Agreement between Dippin' Dots Franchising, L.L.C. ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 et. seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et. seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

b. The Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

c. The Agreement requires application of the laws of Oklahoma. This provision may not be enforceable under California law.

d. The Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

e. 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.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the California Business and Professions Code, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

Dippin' Dots Franchising, L.L.C.

By: _____
Name:_____
Title: _____

Date:_____

FRANCHISEE:

_____
_____

By:_____
Name:_____
Title: _____

Date:_____

DIPPIN' DOTS FRANCHISING, L.L.C.
ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

This Addendum is made and entered into this _____ day of _____, 20__, by and between Dippin' Dots Franchising, L.L.C., an Oklahoma limited liability company ("DDF"), and _____ ("Franchisee"), as a modification to that certain Franchise Agreement of even date between DDF and Franchisee (the "Franchise Agreement") for Dippin' Dots® Franchised Businesses in Illinois. Capitalized terms shall have the meanings ascribed to them in the Franchise Agreement. The Franchise Agreement is modified as follows:

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, 515 ILCS 705/1 et. seq. To the extent that this Agreement contains provisions that are inconsistent with the following, such provision are hereby amended:

a. No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

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

d. Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise disclosure act.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

Dippin' Dots Franchising, L.L.C.

By: _____
Name:_____
Title: _____

Date:_____

FRANCHISEE:

_____
_____

By:_____
Name:_____
Title: _____

Date:_____

DIPPIN' DOTS FRANCHISING, L.L.C.
ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

The Franchise Agreement between Dippin' Dots Franchising, L.L.C. ("Franchisor") and _____ ("Franchisee") dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

MARYLAND LAW MODIFICATION

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, MD CODE ANN., BUS. REG. Sections 14-201 to 14-233 (2010 Repl. Vol. and Supp. 2010) (the "Law"). To the extent that this Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Law.

b. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

c. Franchisee may bring a lawsuit in Maryland for claims arising under the Law.

d. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

e. Section 4.1 of the Franchise Agreement is amended to state: Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. We have posted a surety bond in the amount of $135,150.00 for franchise sales in Maryland. The original bond is on file with the Securities Division.

f. Section 25 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following: "[INTENTIONALLY OMITTED.]"

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. 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.

<Signatures on Following Page>

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

Dippin' Dots Franchising, L.L.C.	FRANCHISEE:
	_____
	_____
By: _____	By:_____
Name:_____	Name:_____
Title: _____	Title: _____
Date:_____	Date:_____

DIPPIN' DOTS FRANCHISING, L.L.C.
ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

The Franchise Agreement between Dippin' Dots Franchising, L.L.C. ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

MINNESOTA LAW MODIFICATION

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be mended to be consistent with Minnesota Franchise Act. Minn. Stat. Section 80C.01 et. seq., and the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and/or Franchise Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires that franchisors indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's proprietary marks infringes trademark rights of the third party.

b. Minn. Stat. Sec. 80C.14. Subds. 3, 4, and 5 requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

c. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Franchise Act.

d. If the Agreement requires that it be governed by the law of a State other than the State of Minnesota or arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

e. Any provision that requires the Franchisee to consent to a claims period that differs from the applicable statute of limitations period under Minn. Stat. 80C.1, Subd. 5, may not be enforceable under Minnesota law.

2. Minn. Stat. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes Ch. 80C, including your rights to any procedure, forum, or remedies provided for in that law.

3. The Agreement and/or Franchise Disclosure Document is hereby amended to delete all references to liquidated damages in violation of Minnesota law; provided, that no such deletion shall excuse Franchisee from liability for actual or other damages and the formula for liquidated damages in the Agreement and/or Franchise Disclosure Document shall be admissible as evidence of actual damages.

4. To the extent required by Minnesota Law, the Agreement and/or Franchise Disclosure Document is amended to delete all references to a waiver of jury trial.

5. All sections of the Agreement and/or Franchise Disclosure Document referencing Franchisor's right to obtain injunctive relief are hereby amended to refer to Franchisor's right to seek to obtain such relief.

6. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Minnesota Law applicable to the provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

Dippin' Dots Franchising, L.L.C.	FRANCHISEE:
	_____
	_____
By: _____	By:_____
Name:_____	Name:_____
Title: _____	Title: _____
Date:_____	Date:_____

DIPPIN' DOTS FRANCHISING, L.L.C.
ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

The Franchise Agreement between Dippin' Dots Franchising, L.L.C. ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

NEW YORK LAW MODIFICATION

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 to 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Release. If Franchisee is required to execute a release of claims, as provided in Sections 2 and 14 of the Franchise Agreement, or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Sections 680 to 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

b. Governing Law. Section 24 of the Agreement is amended by adding the following sentence at the end of such Section: "The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York."

c. Termination by Franchisee. Section 15 of the Agreement is hereby amended to add the following sentence at the end of the Section: "Notwithstanding anything contained in this Section 15 to the contrary, Franchisee may terminate this Agreement on any grounds available by law."

d. Renewal, Extension, Approval of Transfer. Section 2 and Section 14 are amended by adding the following: "However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the general Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of the General business Law sections 687.4 and 687.5 be satisfied."

e. Assignment. Section 14 is amended by adding the following sentence at the end of the Section: "However, no assignment will be made except to an assignee who in good faith and judgment of the Franchisor, is willing and financially able to assume the Franchisor's obligations under the Franchise Agreement."

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of New York General Business Law, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

Dippin' Dots Franchising, L.L.C.	FRANCHISEE:
	_____
	_____
By: _____	By:_____
Name:_____	Name:_____
Title: _____	Title: _____
Date:_____	Date:_____

DIPPIN' DOTS FRANCHISING, L.L.C.
ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

The Franchise Agreement between Dippin' Dots Franchising, L.L.C. ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law Tit. 19 Ch. 28.1 Sections 19-28.1-1 to 19-28.1-34. To the extent that this Agreement contains provisions that re inconsistent with the following, such provisions are hereby amended:

a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void with respect to any claims brought under Rhode Island Franchise Investment Act Sec. 19-21.1-14.

b. If this Agreement requires that it be governed by a state's law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Section 19-28.1-14.

c. If Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Rhode Island Franchise Investment Act, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

Dippin' Dots Franchising, L.L.C.	FRANCHISEE:
	_____
	_____
By: _____	By:_____
Name:_____	Name:_____
Title: _____	Title: _____
Date:_____	Date:_____

DIPPIN' DOTS FRANCHISING, L.L.C.
ADDENDUM TO FRANCHISE AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA

The Franchise Agreement between Dippin' Dots Franchising, L.L.C. ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

VIRGINIA LAW MODIFICATIONS

1. The Virginia Retail Franchising Act requires that certain provisions contained in franchise documents be amended. To the extent that this Agreement contains provisions that re inconsistent with the following, such provisions are hereby amended:

[Drafting Note: To Be Included in Agreements Signed After July 1, 2026]

For so long as the subsections of the Virginia Retail Franchising Act require the changes to the Franchise Agreement noted below, the following shall apply:

A. The following is added to the end of Section 24.1 of the Franchise Agreement:

Notwithstanding anything to the contrary in Section 24.1, under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, the Franchise Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws rules.

B. The following is added to the end of Section 17.2 of the Franchise Agreement:

Notwithstanding anything to the contrary in Section 17.2, under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act, any provision that restricts your right to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the Franchise Agreement is deleted; provided however, as permitted by subsection B of § 13.1-563 of the Retail Franchising Act, if you sell the assets used in the operation of the Franchised Business to a third party at a mutually agreed upon price or sell the assets used in the operation of the Franchised Business to us under Section 16.8 of the Franchise Agreement, such sale will include a term restricting your right to engage in the activities identified in Section 17.2 of the Franchise Agreement for a period of two (2) years after the closing date of such sale.

2. Each provision of this State Addendum shall be effective only to the extent that the jurisdictional requirements of Virginia Retail Franchising Act, with respect to each such provision are met independent of this State Addendum. This State Addendum shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners, acknowledges that it has read and understands the contents of this State Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this State Addendum and be bound thereby. The parties have duly executed and delivered this State Addendum to the Agreement on the date first set forth above.

Dippin' Dots Franchising, L.L.C.	FRANCHISEE:
	_____
	_____
By: _____	By:_____
Name:_____	Name:_____
Title: _____	Title: _____
Date:_____	Date:_____

DIPPIN' DOTS FRANCHISING, L.L.C.
ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON

The Franchise Agreement between Dippin' Dots Franchising, L.L.C. ("Franchisor") and _____ ("Franchisee") dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "State Addendum"):

WASHINGTON LAW MODIFICATIONS

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the Franchise Agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the Franchise Agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the Franchise Agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the Franchise Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the Franchise Agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in Franchise Agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the

Franchise Agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the Franchise Agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the Franchise Agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the Franchise Agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the Franchise Agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the Franchise Agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the Franchise Agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the Franchise Agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The undersigned does hereby acknowledge receipt of this addendum.

Dippin' Dots Franchising, L.L.C.

By: _____
Name:_____
Title: _____

Date:_____

FRANCHISEE:

_____
_____

By:_____
Name:_____
Title: _____

Date:_____

EXHIBIT 11

OPERATING MANUAL TABLE OF CONTENTS

Franchise Operations Manual

Dippin' Dots Franchising, L.L.C.
Franchise Operations Manual
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D-5-1	Fair Employment Practices
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EXHIBIT 12

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, 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	PENDING
Hawaii	PENDING
Illinois	PENDING
Indiana	PENDING
Maryland	PENDING
Michigan	PENDING
Minnesota	PENDING
New York	PENDING
North Dakota	PENDING
Rhode Island	PENDING
South Dakota	PENDING
Virginia	PENDING
Washington	PENDING
Wisconsin	PENDING

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.

EXHIBIT 13

RECEIPT

RECEIPT

(To be signed, dated, and kept by you)

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 Dippin' Dots Franchising, L.L.C. 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. However, some state franchise laws, including New York and Rhode Island require Dippin' Dots Franchising, L.L.C. to provide this Disclosure Document to you at the first personal meeting held to discuss the franchise sale or at least 10 business 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.

If Dippin' Dots Franchising, L.L.C. 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 your state agency.

The name, principal business address, and telephone number of each franchise seller is as follows:

Stephen C. Heisner and Tammy Isom
910 South 5th Street, Paducah, Kentucky 42003
(270) 575-6990

Issuance Date: April 16, 2026

We authorize the agents listed in Exhibit 2 to receive service of process for us.

I have received a Disclosure Document dated April 16, 2026, that included the following Exhibits and other Attachments:

1 Exhibit 1 List of State Administrators
2 Exhibit 2 List of Agents for Service of Process
3 Exhibit 3 Franchise Agreement
4 Exhibit 4 Customer Agreement
5 Exhibit 5 General Release
6 Exhibit 6 List of Franchisees
7 Exhibit 7 List of Former Franchisees
8 Exhibit 8 Financial Statements
9 Exhibit 9 State-Specific Disclosures
10 Exhibit 10 State-Specific Amendments
11 Exhibit 11 Table of Contents for Operating Manual
12 Exhibit 12 State Effective Dates
13 Exhibit 13 Receipt (2 copies)

_____
Date Received

_____
Prospective Franchisee

_____
Name (please print)

Address:_____

_____

RECEIPT

(To be signed, dated, and sent to Franchisor)

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 Dippin' Dots Franchising, L.L.C. 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. However, some state franchise laws, including New York and Rhode Island require Dippin' Dots Franchising, L.L.C. to provide this Disclosure Document to you at the first personal meeting held to discuss the franchise sale or at least 10 business 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.

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_____
Date Received

_____
Prospective Franchisee

_____
Name (please print)

Address:_____