

Franchise Disclosure Document



Stay Salty, LLC
a Delaware limited liability company
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Rehoboth Beach, Delaware 19971
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The franchise offered is for the operation of a dog ice cream shop that offers a variety of different dog-friendly ice cream flavors prepared using proprietary recipes, a wide selection of toppings, frozen treats and snacks. This is a service-oriented business that is a destination place for pet owners to bring their dogs and is dedicated to making fresh, healthy and dog-friendly ice cream and snacks available for carry-out or consumption on the premises, under the name “Salty Paws®”.

The total investment necessary to begin operation of a Salty Paws® franchised business is \$99,270 to \$175,650. This includes \$27,600 to \$30,200 that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact: Suzanne Tretowicz, President, Stay Salty, LLC, 43 Rehoboth Avenue, Rehoboth Beach, Delaware 19971, 1-800-388-8892.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “[A Consumer’s Guide to Buying a Franchise](#),” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at WWW.FTC.GOV for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: June 7, 2022

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 franchises. You can find their names and contact information in Item 20 or Exhibits G and H.
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 H 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 Salty Paws® 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 Salty Paws® franchisee?	Item 20 or Exhibits G and H 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 B.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Delaware. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Delaware than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps even your house, at risk if your franchise fails.
3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

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.

Franchise Disclosure Document [FDD]

Stay Salty, LLC

TABLE OF CONTENTS

<u>ITEM</u>		<u>PAGE</u>
1	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES.....	1
2	BUSINESS EXPERIENCE.....	2
3	LITIGATION.....	3
4	BANKRUPTCY.....	3
5	INITIAL FEES.....	3
6	OTHER FEES.....	4
7	ESTIMATED INITIAL INVESTMENT.....	9
8	RESTRICTION ON SOURCES OF PRODUCTS AND SERVICES.....	14
9	FRANCHISEE’S OBLIGATIONS.....	20
10	FINANCING.....	21
11	FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS & TRAINING...	22
12	TERRITORY.....	35
13	TRADEMARKS.....	38
14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	40
15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION..... OF THE FRANCHISE BUSINESS	41
16	RESTRICTIONS ON WHAT THE FRANCHISE MAY SELL.....	42
17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE..... RESOLUTION	42
18	PUBLIC FIGURES.....	46
19	FINANCIAL PERFORMANCE REPRESENTATIONS.....	46
20	OUTLETS AND FRANCHISEE INFORMATION.....	46
21	FINANCIAL STATEMENTS.....	49

22	CONTRACTS.....	49
23	RECEIPTS	50

EXHIBITS

<u>EXHIBIT A</u>	FRANCHISE AGREEMENT
<u>EXHIBIT B</u>	LIST OF STATE FRANCHISE REGULATORS
<u>EXHIBIT C</u>	FRANCHISEE DISCLOSURE QUESTIONNAIRE
<u>EXHIBIT D</u>	STATE ADDENDA
<u>EXHIBIT E</u>	OPERATION MANUAL TABLE OF CONTENTS
<u>EXHIBIT F</u>	OPTION AGREEMENT
<u>EXHIBIT G</u>	LIST OF CURRENT AND FORMER FRANCHISEES
<u>EXHIBIT H</u>	FINANCIAL STATEMENTS
<u>EXHIBIT I</u>	STATE EFFECTIVE DATES
<u>EXHIBIT J</u>	RECEIPTS

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS & AFFILIATES

The Franchisor is Stay Salty, LLC, a Delaware limited liability company, doing business as “Salty Paws®.” For ease of reference, Stay Salty, LLC will be referred to as “we,” “us,” “our,” “SSL” or “Franchisor” in this Disclosure Document. We will refer to the person or entity who buys the franchise as “you”, “your”, and “Franchisee” throughout this Disclosure Document. If you are a corporation or limited liability company, partnership or other entity, certain provisions of the Franchise Agreement also apply to your shareholders, members, partners or owners and will be noted. Any such entity may be referred to as an “Entity” and those who own the Entity may be referred to as “Owners.”

We are a Delaware limited liability company. We were incorporated and began offering franchises on October 5, 2018. Our name is “Stay Salty, LLC” and may also use the name “Salty Paws”. Our principal business address is 43 Rehoboth Avenue, Rehoboth Beach, Delaware 19971. We operate and sell franchises for the operation of a dog ice cream shop business known as “Salty Paws®” (the “Franchise,” “Business” or “Franchised Business”). We offer a franchise agreement (“Franchise Agreement”) for the development and operation of a dog ice cream shop that serves a variety of dog friendly ice cream and snacks for pickup or to eat on the premises in addition to selling retail items, which is within a protected territory. This is the first time SSL has offered franchises of the type described in this Disclosure Document and SSL has never offered franchises in any other line of business. Our agents for service of process are disclosed in Exhibit B.

Our Predecessors and Affiliates:

We have no parents. There is one operating business that offers similar products and services to the Salty Paws® Franchise being offered which is our affiliate and is described below. The following is a list of SSL’s predecessors and affiliates including principal addresses and number of locations for each.

Our predecessor, Salty Paws, began operations on May 5, 2018 under All Washed Up, LLC, a Pennsylvania limited liability company formed on November 10, 2016 (which is existing company already owned by Suzanne Tretowicz) and was later separated out as its own entity to create our affiliate, Salty Paws RB, LLC (“SPRB”) a Delaware limited liability company, also owned by Suzanne Tretowicz, on October 3, 2018. SPRB shares the same physical address as us and operates a business substantially similar to the Franchise Business being offered by us in Rehoboth Beach, Delaware. We and SPRB are independent entities, and SPRB does not assume any of our legal or other obligations, or us of theirs. SPRB does not offer franchises. SPRB does not offer franchises in this or any other line of business.

Our affiliate, Salty Paws Distribution, LLC (“SPD”) is a Delaware limited liability company that was formed February 12, 2019. SPD’s physical address is 131 South Main Street, North East, MD 21901. SPD does not operate any Salty Paws® businesses, does not offer franchises in this or any other line of business and is a manufacturing and distribution company. SPD will be providing franchisees with all privately labeled products (which are products developed by a third-party vendor and carry our brand such as: powder ice cream container mixes, pre-packed powder base and dehydrated treats), antlers and limited dog-friendly baked goods as an approved vendor. We and SPD are independent entities and SPD does not assume any of our legal or other obligations, nor us of theirs.

Our Business and the Franchise Offered:

Salty Paws® is a system developed for the establishment and operation of a dog focused ice cream shop that offers pet owners a place to bring their dogs to enjoy dog-friendly ice cream topped with a wide selection of treats served in a pet friendly environment. Our philosophy is centered on providing a place for pet owners to bring their

dogs to treat them to dog-friendly ice cream along with fresh and healthy snacks in a convenient, fun and interactive environment. Salty Paws® is a service-oriented business that operates year-round which is typically located within shopping malls, retail strip centers or free-standing structures with high visibility (all of which must be approved by us). Each Salty Paws® business offers dog-friendly ice cream prepared using our proprietary recipes and other pet friendly products.

Competition includes local and national pet and dog specific retail stores establishments operated by national chains, local chains, independent operators and to some extent with dog-friendly bakeries that sell various dog-friendly products similar to what is found in a Salty Paws® business. The market for the type of dog-friendly products and services offered by a Salty Paws® business is developed and highly competitive, as is the market for obtaining locations in qualified retail strip malls, shopping centers, free-standing structures or other similar buildings with a captive market customer base. The pet industry is highly competitive throughout the United States as the market is continuously changing and evolving. Generally, there is no seasonality to this business. We plan controlled expansion into areas that we determine can support a Salty Paws® business to improve name recognition and our reputation through franchised businesses.

Laws and Regulations:

Generally, there are no current governmental regulations or licenses that apply specifically operating a dog ice cream shop specializing in dog-friendly ice cream and snacks. You must comply with all local, state and federal laws and governing agencies that apply to your Business and to the public safety. The Association of American Feed Control Officials (“AAFCO”) promotes standards and attempts to regulate the quality and safety of pet food in the United States, however, is not a government regulatory authority. The Department of Agriculture may require inspections and certain labeling on products.

There may be other laws and codes applicable to your business and we urge you to make further inquiries about those laws and codes. It is your sole responsibility, to investigate, satisfy and remain in compliance with all local, state and federal laws in addition to obtaining and keeping in force all necessary certifications, licenses, registrations and permits required by public authorities, since they vary from place to place and can change over time. We recommend that before signing the Franchise Agreement, you engage an attorney or other professional advisor to assist you in both determining what laws, ordinances and regulations may affect your establishment or operation of a Salty Paws® Business, and in complying with them. You are responsible for obtaining all certifications, licenses, registrations and permits required to operate your Business.

We have not offered franchises in other lines of business in the past. We do not engage in any business other than the offering of franchises.

ITEM 2

BUSINESS EXPERIENCE

President/CEO: Suzanne Tretowicz. Suzanne has been serving as our President since our inception in October 2018. From May 2018 to present she has been serving as President for our affiliate, Salty Paws RB, LLC based out of Rehoboth Beach, Delaware while also serving as President from November 2016 to present for All Washed Up, LLC based in West Grove, Pennsylvania. Suzanne has served as President from May 2008 to present for All Dried Out based in West Grove, Pennsylvania.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

The Initial Franchise Fee for a single area Franchise (“Initial Franchise Fee”) is \$25,000 for a Salty Paws® Business in a protected area. The Initial Franchise Fee is paid in a lump sum at the time the Franchise Agreement is signed, is non-refundable and is deemed fully earned upon the opening of the Business for the deliverables described above and as provided in the Franchise Agreement.

Option Agreement

We may choose to offer you an option to be awarded a Salty Paws® Franchise, on the terms set forth in the Option Agreement attached as Exhibit F (“Option”). Under the Option Agreement, you have six (6) months (the “Option Term”) to enter into a Franchise Agreement for your first Franchised Business or additional Franchised Businesses. In exchange for the Option, you pay a nonrefundable fee of \$5,000 (“Option Fee”) that: (i) will be credited toward the Initial Franchise Fee if you exercise the Option to purchase an initial franchise during the Option Term; or (ii) will be credited toward the franchise fee for an additional franchise if you exercise your Option to buy an additional franchise during the Option Term following the purchase of the Option to buy an additional franchise. The Initial Franchise Fee upon exercise of an Option will be the same as the Initial Franchise Fee without an Option. Whether you buy an initial franchise or an additional one, you must complete the purchase during the Option Term of the Option Agreement.

The Option Fee is not refundable and is payable in full when you sign the Option Agreement, as applicable, except as provided in Exhibit F.

Start-Up Inventory

You must purchase from us or our affiliate a portion of the Start-Up Inventory which includes products and supplies necessary for your first month of operation. The cost of the start-up inventory is estimated to be between \$16,000 to \$25,500, and the portion you will pay to us or our affiliate is \$2,600 to \$5,200 and is non-refundable.

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ITEM 6
OTHER FEES

<u>Type of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Royalty Fee	5% of Gross Revenues per month starting immediately your Business is open for operation.	Due by the 5 th day of each month for the previous month	See Note 1.
System Advertising Fee	1% of Gross Revenues per month starting immediately once your Business is open for operation.	Due by the 5 th day of each month for the previous month	We may increase this fee upon 90 days' written notice to you. However, your total contribution will not exceed the higher of 3% of Gross Revenue per month, in any calendar year. See Note 2 and
Local Advertising Fee	A minimum of \$750 per quarter after the opening of your Business starting the fourth month after your Business is open for operation.	Spent by you to promote your Business locally	See Item 11
Interest and Late Charges	1.5% per month or maximum rate allowed by law, plus \$25 provided the interest rate cannot exceed the maximum legal rate.	After due date of fees.	See Note 3
Additional Training	Up to \$200 per person per day or costs of third party charges. You are responsible for all room, board and travel expenses.	At time training is scheduled and/or additional assistance is requested by you.	While the Initial Franchise Fee includes the cost of our initial training program, the Initial Franchise Fee only covers training for up to three individuals. See Item 11. Additionally, this fee is applicable to the transferee upon an approved transfer of the Franchise for the initial training program and additional training.

Audit Expenses	Cost of Audit Fees plus interest @ 18% per annum (1.5% per month) up to the maximum interest rate allowed by law.	Ten days after receipt of audit report.	Payable only if you understate Gross Revenues by 2% or more. We expect the cost to be between \$3,500- \$6,500 unless your financial records are not well kept.
Costs and Attorney's Fees	Will vary under circumstances.	As Incurred.	Payable as incurred by us in obtaining injunctive relief or the enforcement of any item of the Franchise Agreement.
Indemnification	Will vary under circumstances.	On Demand.	Payable as Incurred; See Note 4.
POS Software Usage and Support Fee	Currently \$80-\$100 per month for usage of POS system software, updates and ongoing support.	Monthly	Payable to us, our affiliates or approved vendors. See Note 5
Inspection Fee	\$1,500 if you fail to pass an inspection for the second time.	On Demand.	Payable to us See Note 6 and Item 8.
Website Edits, Updates, Changes, Maintenance and Promotion Fee	Currently \$65-\$125 per hour that may be necessary to update and/or promote your website.	As Incurred	Payable to us, our affiliates and/or approved vendors. See Note 7
Renewal Fee	A flat \$2,500 for each Franchise	At the time of the five-year renewal period for each Franchise.	For the same protected area.
Transfer Fee	A flat fee of \$2,500 when you transfer a part (less than 49% of all the assets) of the Business or a flat fee of \$10,000 when you transfer all of the Business (more than 49%). If transferee came from our lead database, you may be required to pay the then-current referral fee to us plus any costs associated with applicable broker fees.	At the time the transferee signs the Franchise Agreement in effect for transfer or sale.	Payable to us when the Franchise Agreement is signed or a material portion of the assets in the business is transferred.

Product, Vendor and Equipment Testing Fee	\$100 per product or vendor \$300 for equipment testing.	On Demand	See Note 8
Resale Fee	Varies	On Demand	If you ask and we agree to assist you in finding a buyer for your Business, you pay us a fee to cover our costs and expenses, including time committed by our personnel.
Temporary Management	Actual Costs	On Demand	Upon death or disability, a manager who completed our training, must be employed to operate the Business. If not done, we can appoint a manager for up to 90 days, renewable up to one year. All expenses, including manager compensation, travel and living expenses will be charged against operating revenues. We also charge against those revenues, the amount of our expenses.
Conference Fee	Conference fee, travel, transportation, lodging, meals and incidental expenses in addition to compensation of the people you send to any conferences. Will vary under circumstances. There will be a registration fee for conferences not to exceed \$500 per person although we will attempt to keep the cost down so it does not exceed our cost.	As Incurred.	As Incurred and payable to third parties and us.

Refresher Training and/or Continuing Education	Will vary under circumstances. Refresher or continuing education is estimated not to exceed \$200 per person per day plus your travel expenses or our expenses if we come to your location.	As Incurred.	The location for refresher training and/or continuing education will be at our headquarters although we reserve the right to provide them over the Internet or phone. There may be an annual conference for all franchisees to attend and other conferences as needed. See Items 11 and (14) (iii) for more detail.
Advertising Cooperative	Up to 2% of Gross Revenues	Per Reporting Period	

Except as stated above, you pay all fees to us and they are uniformly imposed. All fees are non-refundable.

Note 1: Gross Revenue is defined in the Franchise Agreement as the gross amount, in money or other forms of consideration, that you earn or receive from any source-related to, or in connection with, the operation of your Franchised Business or with this Franchise, whether on or off your premises; which includes all revenues generated from the sale of all products and performance of services. Gross Revenue also includes fair market value for any product or service you receive in barter or exchange for your products or services and all insurance proceeds that you receive for the loss of the business due to a casualty to or similar event at the Business. We exclude only (i) the gratuities paid by customers to employees of the Business; (ii) sales tax receipts that you must by law collect or pay; (iii) any refunds or voided transactions under 2% you give to customers and customer refunds of previous payments you actually make in good faith; and (iv) the retail value of any complimentary (free) products and/or services offered to customers or employees up to a maximum of ½ % of Gross Revenues for the Business. We have the right to change, modify or discontinue your ability to exclude complimentary products from your Gross Revenue calculation for any reason whatsoever upon 90 days' notice to you.

The royalty obligation begins immediately once your Business is open for operation then continues for the term of your Franchise. The royalty is due and payable monthly on the 5th day of each month but is to be received how we specify. The royalty rate is 5% of your Gross Revenues per calendar month for the entire term of your Franchise Agreement. If your Franchise Agreement is terminated, you may be required to continue royalty payments for the remainder of the term of your Franchise Agreement.

Royalty fees shall be payable only to us and collected by us through electronic transfer with direct deposit to us from your account. Under our current automatic debit program, you must make required funds available for withdrawal by electronic transfer before the due date. See the Direct Deposit Agreement attached as Schedule 1 of the Franchise Agreement. We reserve the right to change the time and manner of payment upon written notice to you. All royalty fees are uniformly imposed. All royalty fees are non-refundable, collected by us and payable only to us.

Note 2: You will pay us a System Advertising Fee contribution equal to 1% of your monthly Gross Revenues as defined in the Franchise Agreement. The System Advertising Fee is imposed by us and collected by us and all System

Advertising Fees are non-refundable. The System Advertising Fee begins immediately once your Business is open for operation and is due on the 5th day of each month and continues for the term of your Franchise. We may raise, discontinue, or reduce the contribution, but your total monthly contribution will not exceed 3% of your Gross Revenues per month in any calendar year. Gross Revenue is defined in the Franchise Agreement and in Note 1 above. You pay the System Advertising Fee contribution at the same time and under the same terms as the royalty described above. System Advertising Fees are uniformly imposed on all franchisees.

We will place the System Advertising contributions in a separate bank account. We may use this fund for marketing, local, regional, national, or international advertising, public relations, promotions, surveys, test marketing, research and development, administration (including our salaries, accounting, collection, legal, and other costs), related expenses, and any media costs (including any media production costs). We make the expenditures at our discretion. We do not represent that any particular level of expenditure will be made for particular programs or to benefit particular franchisees or franchised locations. We are not required to spend any amount on advertising in the area where you are located. We will not spend advertising funds for activities that are principally a solicitation for the sale of franchises. We have no fiduciary duty to you regarding any System Advertising Fees. All System Advertising Fees are collected only by us and payable only to us.

Note 3: Interest and late charges begin to accrue from the due date of payment. You must also pay any damages, expenses, collection costs and reasonable attorney fees we incur when you do not make the required payments, provided no interest shall be charged in excess of the maximum rate allowed by law. All interest and late charges are payable only to us. Interest and late charges are uniformly imposed. Interest and late charges are non-refundable.

Note 4: You must protect, defend, indemnify and hold us harmless against any claims, lawsuits or losses arising out of your operation of the Franchised Business. If you default under the agreement and we engage an attorney for collection or enforcement, you must pay all our damages, legal fees and costs to the extent permitted by law. Indemnification costs are imposed only by us and collected only by us. Indemnification expenses are non-refundable. Indemnification costs may vary based on the claims, lawsuits, and losses that we incur arising out of your operation of the Business .

Note 5: You are required to use specific point of sale (“POS” or “POS system”) software for the operation of your Business. The POS software is specific to the retail industry that that manages everything from tracking inventory to sales and incorporates reporting functionality. This fee is for POS support, the usage of such software in addition to ongoing software support, which is currently \$80-\$100 per month for an unlimited number of POS systems and users at your Business. Technology fees are payable to our approved vendors.

It is your responsibility to install and upgrade the POS system, networking and software for your Business. You will have sole authority and control over the use of all software, day-to-day operations of the Business and your employees. At no time will your employees be deemed to be employees of ours. POS software and usage fees are non-refundable and we may change the POS software requirements upon ninety (90) days’ written notice to you and you will be required to adhere to our new POS software requirements and fees at your own expense. POS software and usage fees may be changed in response to any increase in the United States Consumer Price Index, if additional features are offered; or if the manufacturers of such POS technology and/or software believe that conditions in the overall economy or in the market for such services warrant any change in fees. POS software and usage fees are non-refundable and are uniformly imposed and collected only by us, our affiliates or our approved vendors.

Note 6: You are required to maintain our quality standards, product specifications and cleanliness standards. We reserve the right to charge you a fee of \$1,500 if we inspect your Business and you do not pass the inspection for a second time in any two-year period. This fee is in addition to any product, vendor or equipment testing fee as described below.

Note 7: We, our affiliates and/or our approved vendors will complete all changes, updates and promotions to your website. Any requests for changes or updates to the content of your website and/or any type of website promotion you wish to do must be approved by us in writing and performed by us, our affiliates and/or our approved vendors. We will respond to you in writing within thirty (30) days of our receipt of your request for all website changes. The website maintenance and promotion fee is currently \$65-\$125 per hour and is payable to us, our affiliates, or our approved vendors. We may change our website maintenance and promotion fee requirement upon ninety (90) days' notice to you and you will be required to adhere to our new website maintenance and promotion fee requirements at your own expense. The fees may be changed in response to any increase in the United States Consumer Price Index, if we choose to offer additional features, if we choose to provide additional web pages or if we believe that conditions in the overall economy or in the market for services warrant any change in fees. Website maintenance and promotion fees are non-refundable and are uniformly imposed and collected only by us, our affiliates, or our approved vendors.

Note 8: You will be required to obtain our written approval for any product, vendor and/or supplier or piece of kitchen equipment you wish to use or offer in the operation of your Business (as described in Item 8) and you will be responsible for paying us an assessment fee. This fee is \$100 for any single product, vendor and/or supplier you wish to offer, use and/or substitute in your Business. The fee for kitchen equipment testing is a minimum of \$300 per piece or the actual cost incurred by us. We may waive these fees if the products, vendors and/or suppliers or equipment you select meet our requirements and make it on our approved list of products, vendors and/or suppliers and kitchen equipment for all franchise locations. All product, vendor and equipment assessment fees are payable only to us. However, if we need to use the services of a third party to conduct the testing, we reserve the right to impose an additional fee. Product, vendor and equipment assessment fees are non-refundable and are uniformly imposed.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Low Amount	High Amount	Method of Payment	When Due	To Whom Payments are to be Made
Initial Franchise Fee	\$25,000	\$25,000	The Initial Franchise Fee is \$25,000 for a defined territory which includes training and a website. The Initial Franchise Fee is non-refundable.	At signing of the Franchise Agreement.	Franchisor
Technology	\$4,000	\$9,000	As incurred; for POS system, computer or laptop, software, copier, scanner, printer, modem, router, flat screen televisions, sound system, camera surveillance system, alarm system and telephones.	Before Opening	Approved Vendors See Note 1
Kitchen Equipment, Furniture and Fixtures	\$12,000	\$22,500	As incurred; actual costs will vary based on the size of your facility. Estimated expenses are for all kitchen equipment, furniture and fixtures necessary for the operation of your Business.	Before Opening	Approved Vendors See Note 2

Real Estate	\$4,770	\$15,400	As incurred; estimated expenses for your business location and is based on leasing a 900 to 2,000 square foot facility. This estimate includes only the first month's rent plus a security deposit.	Before Opening.	Landlord See Note 3
Leasehold Improvements	\$7,000	\$16,500	As incurred; the costs to construct interior alterations, improvements, lighting and decorating the facility will depend on the extent of the renovations needed to convert space into separate areas and any allowance you negotiate with the landlord for construction.	Before Opening.	Landlord See Note 4
Utilities	\$300	\$500	As incurred; the cost of the deposit will vary due to policies of local utilities and is an estimate.	Before Opening.	Local Utility Suppliers
Signage	\$900	\$4,500	Lump sum; estimated cost for the delivery and installation of interior and exterior signage including menu boards and window graphics. We specify and provide you with signage guidelines in the Operations Manual. Signage expenses are not refundable.	Before Opening	Approved Vendors
Start Up Inventory	\$16,000	\$25,500	Lump sum; estimates for a startup inventory of products and supplies necessary for your first month of operation.	Before Opening	Payable to us, our affiliates or approved vendors See Note 5
Grand Opening Marketing	\$3,000	\$5,000	As incurred; marketing will vary depending on several factors including your business plan, growth rate and cost of media in your area. Includes minimum amount of \$3,000 for grand opening expenses, which must be spent one month prior to opening and your first two months after the Business is open for operation.	Over the course of three months	Local Vendor
Staffing	\$2,700	\$8,050	As incurred; you will need to hire part time positional employees and some franchisees may need to hire part time administrative help and a manager. The low end of this estimate takes into account you are doing the administrative duties and you are the manager. The high end of this estimate represents hiring one manager that performs administrative duties.	Over the course of two weeks prior to opening for operation and your first month of operation.	Salaries and Expenses

Uniforms	\$150	\$300	Lump sum; this is an estimate for a minimum inventory of logoed t-shirts and hats for your staff. Costs will vary depending on the number of employees you hire.	Before Opening.	Approved Vendors See Note 6
Insurance	\$800	\$1,900	As incurred; before commencing operation of your Business and as required by the insurance company. Estimate excludes workers' compensation insurance.	Spent over the course of twelve months.	Payable to third parties; See Note 7
Travel, Lodging and Meals for Initial Training Program	\$2,000	\$4,500	As Incurred; training held at corporate headquarters. You are responsible for all costs associated with attending such as travel, room and board. Estimate provided are costs for one person. Additional training is available at your request for which an additional training fee of up to \$200 per person per day may be required.	As Incurred.	Payable to third parties
Licenses, Permits, Certifications and Other Professional Fees	\$650	\$2,000	As incurred; licenses, permits and certifications required to operate your Business and any professional legal and accounting fees incurred.	Before Opening.	Appropriate licensing authorities and third parties
Operating Expenses and Additional Funds (For 3 months of operation)	\$20,000	\$35,000	As incurred; additional funds necessary for startup of your Business which includes working capital.	Spent over the course of the first three months	See Note 8
Total	\$99,270	\$175,650			

Except as provided below, other than security deposits and utility deposits, all payments and fees described in this Item 7 are non-refundable.

Note 1: You must purchase a POS system, computer or laptop, software, printer, copier, modem and router, flat screen televisions, camera surveillance system, alarm system, sound system and a phone system for the operation of your Business as specified in the Operations Manual. The low end of the estimate represents current costs for: one POS system (that includes two terminals, software, one receipt printer, cash drawer and merchant service equipment), one computer or laptop, one printer combination machine, modem and router, one flat screen television, one camera surveillance system with four stations, one alarm system, a multi-line telephone system and a sound system. The high end of the estimate represents current costs for: one POS system (that includes three terminals, software, three receipt printers, cash drawers and merchant service equipment), one computer or laptop, one printer combination machine, modems and router, two flat screen televisions, one camera surveillance system with eight stations, one alarm system, a multi-line telephone system and a sound system. You must purchase only approved POS systems, computers, laptops, software, camera surveillance systems, flat screen televisions, alarm, phone and sound systems that meet our specifications, which may change from time to time. All such items must be purchased through us, our affiliates and/or vendors or suppliers approved by us and may not be refundable depending on the terms of the invoice or purchase agreement (Franchise Agreement Sections XII.H, XII.I and XX.I).

Note 2: This is an estimate for the items you will need for kitchen equipment, furnishing and fixtures. You must purchase various new pieces of kitchen equipment for the operation of your Business as specified in the Operations Manual. The kitchen equipment you will need to operate your Business includes but is not limited to ice cream dipping freezers, commercial grade freezers, display freezers, commercial grade blenders and one non-commercial dishwasher. The furnishings and fixtures necessary to operate your Business include but are not limited to tables, chairs, fabricated stainless steel work tables, a three-compartment sink, counters, sneeze guards, display cases, bins for selling products in bulk, shelving and storage racks for the operation of your Business. The low end of the estimate given is based on opening a 900 sq. foot facility without a dishwasher in addition to furnishings and fixtures. The high end of the estimate is based on opening a 2,000 sq. foot facility with a non-commercial dishwasher in addition to furnishings and fixtures. Actual kitchen equipment, furniture and fixture costs may vary due to the square footage of your facility. Sales tax is charged separately by each state, may range from 0%-10% of the purchase price and is not included in these estimates. You are responsible for paying all applicable sales taxes. You must purchase all kitchen equipment, furnishing and fixtures from us, our affiliates or our approved vendors and suppliers. In addition, you must purchase all kitchen equipment, furnishings and fixtures that meet our specifications, which may change from time to time. The cost of all kitchen equipment, furnishing and fixtures will depend on financing terms available and other factors. You may be able to take advantage of tax benefits for the purchase of all your kitchen equipment, furnishing and fixtures as you are encouraged to talk with a tax professional. Expenses for the kitchen equipment, furniture and fixtures do not include shipping or delivery costs and may or may not be refundable depending on the terms of your invoice purchase agreement.

Note 3: A typical Salty Paws® business is in a retail strip center, shopping mall or a free-standing building with approximately 900-2,000 square feet of space. Cost per square foot will depend on your geographic area and we estimate such costs to be approximately \$25.00 per square foot on the low end and approximately \$80.00 per square foot on the high end. We used these figures for the low and high estimates given above when leasing a space with high visibility. These sums do not include common area maintenance fees which (if applicable) will vary depending on your location or any sums for the purchase of real property, as we do not expect that you will buy real property. Our estimate includes first month's rent and a security deposit. Real estate costs depend on location, size, visibility, economic conditions, accessibility and competitive market conditions. You may be able to reduce this expense if you are able to occupy a space in an existing location that compliments another business. The space must be enclosed and separate from other businesses with its own locking door. We base our estimate on the costs that our affiliate incurred in leasing the space for their one company-owned location. Lease payments for periods of time that you occupy your premises may not be refundable. In the event you leave your leased premises before the termination of your lease, you may owe the landlord payment for the entire lease term depending on the terms and conditions of your lease.

Note 4: We advise you to find a space needing minimal leasehold improvements or fixtures. In most cases you will need to alter the interior of your Business before you open for operation. A typical Salty Paws® business has one large open area for counter service and seating, one small kitchen area, a storage room and one unisex bathroom. Leasehold improvement costs will vary widely and may be significantly higher than what is projected in the table above depending on factors such as property location, the condition of the property and the extent of alterations required for the property (such as electrical and plumbing). The high estimate does reflect the potential need to build out a kitchen area and add lighting but does not reflect the need to build out bathrooms, a hand washing sink, fire sprinklers, fire alarms and modify and/or add an HVAC system that entails mechanical, electrical and plumbing costs. We base our estimates on the costs that our affiliate incurred in building out their company-owned location. In addition, we assume that your landlord will provide connections to adequate electrical, gas, water and sewage service and your landlord may provide tenant improvement allowances. You should investigate all these costs in the area in which you wish to establish a Salty Paws®. We will provide you with standard layouts and design options for your Business; however, it is your responsibility to hire an architect if necessary to create a complete set of drawings based on the size of your facility and local permitting requirements. Architect and permitting costs are not included

in this estimate. You may incur greater or lesser leasehold improvement costs depending on your ability to negotiate leasehold improvements with your landlord. Whether or not any leasehold improvements or build out expenses are refundable depend on the terms and conditions of your contracts with construction and mechanical contractors, as well as your lease agreement (Franchise Agreement Sections XII.S and XII.T).

Note 5: You must purchase products and supplies for the general operation of your Business as specified in the Operations Manual. You must purchase only approved products and supplies, and you must purchase products and supplies that meet our specifications, which may change from time to time. The types of products and supplies includes but are not limited to: dry ingredients (such as: mixes and powders), different types of dog-friendly ice cream toppings, dog friendly snacks (such as: stuffed bones, stuffed hooves, antlers, and prepackaged snacks, etc.), dog-friendly baked goods (such as: biscuits, cupcakes, cookies, cakes, bars, dog-friendly happy meals, etc.), a small inventory of our privately labeled products (which are products that carry our brand such as: powder ice cream container mixes, pre-packed powder bases and dehydrated treats), prepackaged ice cream and snacks for human consumption, bottled water, selection of dog toys and stuffed animals, logoed apparel for humans (hats, t-shirts and sweatshirts), kitchen utensils (such as mixing bowls, spoons, measuring cups, cutting boards, etc.), small wares (such as: doggie serving bowls and tubs), paper goods (such as: napkins, cups, etc.), disposables (such as plastic silverware), packaging materials (such as: plastic and paper bags, butcher paper, stickers, to-go containers, etc.), various size storage containers, basic office supplies, cleaning supplies, fire extinguishers and other miscellaneous products or supplies as specified by us. All items mentioned above must be purchased through us, our affiliates or approved vendors and/or suppliers, except all advertising and promotional materials and miscellaneous forms must be purchased directly from us. Whether or not any of the purchases for products and supplies are refundable depends on the terms of the invoice or purchase agreement with suppliers (Franchise Agreement Sections XII.I and XX.I).

Note 6: You must purchase and maintain an inventory of approved uniforms for the operation of your Business. You must purchase logoed t-shirts and hats for your employees from us, our affiliates and/or our approved vendors. All uniforms must meet our specifications, which may change from time to time. You will need a minimum inventory of approved logoed t-shirts and hats for your staff for your first month of operation. The number of uniforms you will need will vary depending upon the number of employees you hire. This estimate does not include any shipping costs which (if applicable) are your responsibility. Whether or not any of the purchases for uniform apparel are refundable depends on the terms of the invoice or purchase agreement with suppliers.

Note 7: This estimated amount represents twelve months of pre-paid insurance premiums that does not take into account workers' compensation insurance which may vary greatly by state, payroll and classification. You must obtain and keep general liability insurance and product liability insurance (covers you for damages that result in injury from products that you distribute) with a minimum policy limit of \$1,000,000 per occurrence and \$2,000,000 aggregate or in amounts we may require to reflect inflation, identification of new risks, changes in law or other relevant changes in circumstances. You are also required to obtain property and casualty insurance that covers the assets of the Business, "All Risk" insurance coverage for property that is not included in other insurance policies, workers' compensation insurance as prescribed by law and business interruption insurance. Due to various factors that affect the cost of workers compensation, the cost of workers compensation coverage is not included in this estimate. We may change insurance requirements on reasonable notice to you. Whether or not insurance premiums are refundable depend on the terms of your insurance policies. In general, the cost of insurance coverage will vary depending on the carrier's charges, terms of payment and your claims history (Franchise Agreement Section XIII).

You may need other insurance such as, tenant's liability, professional liability insurance (covers you for damages that you create that do not result in property or bodily injury), automobile liability insurance, employer's liability insurance, employment practices liability insurance and employee dishonesty insurance are optional; however, we may require you to obtain this coverage in the future with liability limits of amounts we specify. We may change

these insurance requirements on reasonable notice to you. There are no other insurance requirements. Whether or not any insurance premiums are refundable depends on the terms and conditions of your insurance policies.

Note 8: Estimate includes minimum working capital for the startup of your Business. This also includes estimates of miscellaneous startup costs such as: rent for an additional two months (your first month's rent is already included above), shipping and delivery costs, purchasing additional kitchen equipment, products and supplies; hiring additional staff, workman's compensation insurance payments (if applicable), tax deposits, prepaid expenses, additional permits, legal fees, accounting fees and other miscellaneous costs.

Total Estimated Initial Investment. The total estimated initial investment is an estimate only of the range of startup expenses you may incur. We relied on our principals' combined experience when preparing these figures. We base our estimates on the costs that our affiliates incurred in operating their company-owned location. The actual amount of funds you will need depends on a variety of factors, including the size of your facility, the location of your Business, build-out expenses, the time of year when you open your Business, the amount of kitchen equipment, products and supplies you purchase how many employees you hire, implementation of a marketing plan, your own management skill, economic conditions, competition in your area and other factors. The estimate of initial investment funds is based on an owner-operated business; or incorporating business operations within an existing complimentary business and does not include salaries or benefits for full-time employees. As your Business grows, you may choose to hire additional employees to carry out support service tasks.

These figures are just estimates and we cannot guarantee that you will not have higher costs. Competitive conditions described in Item 1 will affect these costs. This estimate of startup costs is calculated for a period of one month (except as stated otherwise), with additional operating capital to be available as may be needed during the initial phase. These costs do not include your Royalties and System Advertising fees which begin immediately once your Business is open for operation. These costs should be included in your projections of overall operations costs beginning with your first month of operation. We acknowledge that you may choose to invest additional funds into your Business during the first three months of operation, and sometimes longer, but we cannot estimate or promise when, or whether, you will achieve positive cash flow or profits. These amounts are estimates only and specific amounts will vary with local market conditions, which are outside our control. You should review the figures carefully with a business advisor and identify your individual expenses along with cash flow projections before making any decision to buy a franchise.

We do not offer financing, directly or indirectly, for any part of the initial investment for a Franchise. The availability and terms of third party financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have, and the lending policies of financial institutions. The estimate does not include any finance charges, interest, or debt service obligation, or your living expenses. You should have sufficient capital or other means to pay for your living expenses for at least six months of operation.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We may offer or designate others to offer certain products, supplies, kitchen equipment or services and we may become approved suppliers or the only approved supplier(s) for these and other products, supplies, kitchen equipment and services. The products, supplies, kitchen equipment and services include: kitchen equipment (such as ice cream dipping freezers, commercial grade freezers, display freezers, commercial blenders, etc.), products (such as: dry ingredients different types of dog-friendly ice cream toppings, dog friendly snacks and baked goods, privately labeled products (which are products developed by a third-party vendor and carry our brand such as: powder ice cream container mixes, pre-packed powder bases and dehydrated treats), dog toys, prepackaged ice cream and snacks for human consumption, etc. as described in Item 7), supplies (such as kitchen utensils, small wares, paper goods,

disposables, packaging materials, etc. as described in Item 7), furnishing and fixtures, technology items (such as: POS system, computers or laptops, flat screen televisions, camera surveillance system, alarm system, sound system, etc.), software, signage (which includes menu boards), uniforms, POS and technology support service providers, merchant services, security alarm providers, promotional merchandise, printed advertising materials, shows and event marketing opportunities and vendor, co-branding, affinity programs. You cannot purchase unapproved kitchen equipment, products or supplies from any vendor and/or supplier that are not on our pre-approved list without our written permission. We will provide you with: a written list of approved products, supplies, kitchen equipment and services you can use and offer in your Business; recommended procedures and strategies when purchasing kitchen equipment, products and supplies for your Business; and a written list of approved vendors and/or suppliers to purchase such items from during our initial training program. Currently we are not the only approved supplier of such items that you are required to use or sell in the operation of your Business, except you must purchase all miscellaneous forms, advertising, promotional and marketing materials and updates from us. As of the date of this Disclosure Document, all updates to such advertising, promotional and marketing materials are optional, but we may in the future mandate that you purchase certain updates at your expense. We require this in order for you to sell products from our approved products list. If we develop proprietary equipment or software in the future, you must purchase such items from us, our affiliates or approved suppliers. We may become the approved suppliers or the only approved supplier for products, supplies, kitchen equipment and services in the future. We have negotiated lease and/or purchase arrangements with vendors and/or suppliers for the benefit of you in the areas of costs and customer support. There are no supply contracts at this time. No franchisor officer owns an interest in any supplier.

Salty Paws Distribution, LLC which is our affiliate is currently the only approved vendor and supplier for all privately labeled products (which are products that carry our brand such as: powder ice cream container mixes, pre-packed powder bases and dehydrated treats), antlers and limited dog-friendly baked goods to be purchased by you for the operation of your Business. During the previous fiscal year, neither we nor our affiliates derived any revenue from franchisee purchases.

You are required to adhere to the standards and specifications established periodically by us with respect to your Salty Paws[®] Business (also referred to as the “Shop”) which includes: all products and services offered; furnishings, fixtures, kitchen equipment, products and supplies used and purchased only from our approved suppliers; specific recipes, product preparation, presentation and packaging standards, operational procedures, customer service and cleanliness standards, merchandising standards, advertising, vendors, products and services to be offered through your Business and other items for the operation of your Shop. We will provide you with a written list of pricing guidelines, merchandising and presentation standards during our initial training. You must operate the Shop in strict conformity with the methods, standards and specifications that we prescribe in the Operations Manual or otherwise in writing. You must maintain in sufficient supply, use and sell at all times only the products, supplies, kitchen equipment and services that meet our standards and specifications and may be amended by us periodically. All products must be purchased, used, offered or sold in accordance with the specifications and procedures as specified in the Operations Manual or other written materials. You must not deviate from these standards and specifications by the use or offer of non-conforming kitchen equipment, products, supplies or services, without obtaining our written consent first. We may change our standards and specifications, as a result of experience or changes in the marketplace and we will issue such changes to all franchisees. You are not permitted to: use the products or services of an unapproved vendor, purchase products or kitchen equipment from an unapproved supplier; or sell any other products not approved by us, unless you first submit a written request to us for approval and agree to be responsible for all product, vendor and equipment fees described in Item 6 and below in this Item 8. We will use our best efforts to advise you within thirty (30) days whether such products, supplies, kitchen equipment, vendors or suppliers are approved as further described below.

We base our specifications for products, supplies, kitchen equipment, vendor and supplier approvals on our discretionary determination of demand, relevance to the System, price, value, quality, reliability, accuracy of product

claims, safety, warranty, prompt attention to complaints, financial stability, litigation against supplier, recall history, reputation, frequency of delivery, appearance and contributions or other benefits to us and/or any marketing fund. Some of these specifications are contained in our Operations Manual and others will be set forth in periodic written notices to our franchisees. We have the right to disapprove any product, piece of kitchen equipment and/or supply sources that are not on our approved vendor list. If any product, piece of kitchen equipment, service, vendor or supplier is not authorized by us, you are prohibited from using, offering or selling it in your Shop. We may require vendors and/or suppliers to provide certain information, sign a nondisclosure agreement, and agree to guarantee our level of quality and produce sufficient samples to allow us to test the sample at your expense. We may require you to submit to us sufficient specifications, photographs, drawings or other information and samples to determine whether the items meet our specifications. There is a product, vendor and equipment assessment fee for supplier approval and we may require third-party testing, in which case you will pay the actual cost of the tests as described in Item 6. We may issue specifications in manuals or directives, in writing or orally, and we may modify them at any time. Our response to a written request by you to approve a product, piece of equipment or a supplier will be made within 30 days after we receive it. Approval may be revoked in our sole discretion where an approved product, piece of kitchen equipment, vendor or supplier does not adhere to the specifications described above. We will notify you either by email or any other written form of communication of our approval, disapproval or revocation of any prior approval of any product, kitchen equipment, vendor or supplier.

You must use, offer and sell only the products, supplies, kitchen equipment and services that we specify in writing which may be amended or modified by us periodically. You are not required to maintain a minimum inventory of products in your Shop; however, we retain the rights to do so in the future. If we require you to maintain a minimum inventory of products (currently not in effect) we will notify you by email or any other written form of communication and you will be given 90 days to comply with such requirements at your cost. We will provide you with a written list of approved products, supplies, kitchen equipment and services you are authorized to use, offer and/or sell in your Shop after signing the Franchise Agreement and during our initial training. If any product, piece of equipment, service, vendor or supplier is not authorized by us, you are prohibited from using, offering or selling it in your Business. We will enforce these requirements by using “secret shoppers” or unannounced on-site visits to your Shop on a regular basis. When we make other visits to your Shop, such as to assist you, we may also take that opportunity to visibly inspect your inventory and determine if unauthorized products, kitchen equipment or services are being used, sold or offered. In addition, we expect to receive information from other Salty Paws® businesses or from customers of your Business reporting that unauthorized products, pieces of kitchen equipment or services are being used, sold or offered in the Shop. You must permit us or our agents, at any reasonable time, to remove a reasonable number of products or pieces of equipment from your Shop free of charge for testing by us or by an independent laboratory, to determine whether the samples meet our then-current standards and specifications. Besides any other remedies we may have, we may require you to pay for the testing if we have not previously approved the supplier of the item or if the sample fails to conform to our specifications (see Item 6). In addition, to maintain the highest degree of quality and service, we reserve the right to charge you an additional fee of \$1,500 if we inspect your Shop and you do not pass the inspection for a second time in any two-year period. We reserve the right to take whatever action we deem necessary in our absolute and sole discretion to prevent you from using, selling or offering unauthorized products, supplies, kitchen equipment or services, including seeking injunctive relief or terminating your Franchise Agreement.

We may derive profit through markups of the prices charged to you for products, supplies, kitchen equipment or services we supply. We may derive revenue through license fees, promotional fees, advertising allowances, rebates or other monies paid by approved suppliers. We do not know the precise basis of these payments because we have never previously collected them. If we require you to buy from us, the product’s price and quality will be comparable to similar products from other sources. We may take a portion of that income to spend on advertising or place it in a separate franchise advertising account. If we require you to buy products, supplies, kitchen equipment or services from a vendor that pays such allowances, at our discretion we may spend all such fees on related advertising or place

them in the separate franchisee advertising account, described in Item 11 below. If we don't require the purchase, we need not place such fees in a separate account or use them on advertising but may retain them. We are not required to apply these funds to advertising or place them in a separate franchise advertising account but will use our reasonable discretion in making such decision. In the fiscal year ending December 31, 2021, our affiliate, SPD, received \$40,032.84 from required purchases of private labeled product by franchisees.

To maintain uniform quality standards, all furnishings, fixtures, products, kitchen equipment, services, signage, advertising, trademark usage, trade dress and other supplies and services you use to operate your Shop must meet our standards and specifications. In addition, you must participate in and cooperate with promotional programs, rewards and/or loyalty programs, community programs, gift certificate or gift card programs we may establish and follow our and supplier's requirements and guidelines. We will require you to use specific software, miscellaneous forms, contracts, checklists, marketing and promotional items; and we may require you to use or contribute to specific POS and technology support service providers, merchant service providers, security alarm providers, vendor discounts, allowances and rebates.

We maintain specifications for the construction and build out of your Shop, leasehold improvements, furnishings and fixtures, kitchen equipment, technology items (such as: POS system, computers or laptops, flat screen televisions, camera surveillance system, alarm system, sound system, etc.), software, signage (which includes menu boards) and décor to be used for the interior and exterior of your Shop. You may not install or permit to be installed on the Shop premises any fixtures, furnishings, equipment, décor items, signs, games, vending machines or other items without our written consent or that do not comply with our specifications. Some of these specifications are contained in our Operations Manual and others will be set forth in periodic written notices to our franchisees. In most cases, the specifications involve confidential and proprietary information regarding proprietary and confidential information and the specifications will only be made available to a supplier who agrees to sign a confidentiality agreement with us. We develop these specifications either through our research and development staff or, with a particular manufacturer, and they may be modified periodically, through periodic notices to our franchisees.

One of our primary methods of communication with franchisees is through email, mobile texting, memos or newsletters we may periodically publish, and an intranet system provided to franchisees on our website. You are responsible for knowing all the information contained in the emails, mobile text messages, memos, newsletters and the intranet system and complying with any standards and specifications provided within them. We may establish and change the standards and specifications for the operation of your Shop through our memos, newsletters and intranet system as well as by written notices and emails described above.

All marketing and promotion of your Franchise by you in any medium must be conducted in a professional and dignified manner and must conform to our specified standards and requirements that we prescribe in our Operations Manual. You must submit samples of all advertising or promotional plans and materials (including photographs and videos) that you desire to use to us for approval if such has not been prepared or previously approved by us. You may not use any marketing or promotional materials (including photographs or video presentations) that we have disapproved. This includes any media or website promotion over the Internet to promote your Shop. You must submit a request to us for any type of media, website and/or Internet promotion you wish to do in addition to any edits, changes or updates to your website. Internet promotions, edits, changes or updates to your website must be done by us, our affiliates or approved vendors with our consent. We will charge a fee for this approval (as described in Item 6). Upon approval of your request, you may be responsible for any website maintenance cost. Our response to your request for such advertising or promotional plans and materials (including photographs or video presentations) and Internet promotions, edits, changes or updates to your website will be made within 30 days after we receive it. We will notify you by email or any other written form of communication of our approval or disapproval. In addition, you must not conduct any advertising without our written permission, in any Social Media such as Yelp, Twitter, Facebook, LinkedIn, Pinterest and others (currently franchisees are authorized to participate

in Facebook, Instagram and Yelp). You must also supervise your employees to assure they do not post any material on the Social Media sites or any internet sites, regarding us or the franchise System whatsoever. We will provide you with our written standards and guidelines for using social networking sites during the initial franchise training program.

For a Salty Paws® Franchise, you are obligated to purchase kitchen equipment, furniture and fixtures, technology items (as described above) software, signage, uniforms and an inventory of products and supplies for the operation of your Business. It is estimated that all your initial expenditures from us, our affiliates or the vendors that we specify and/or approve that meet our standards and specifications will represent approximately 30%-40% of your total initial purchases. We anticipate that during the operation of your Business, required purchases from us, our affiliates or the vendors that we specify or approve (not including your lease, royalties or labor costs) are estimated to be approximately 80%-90% of your total monthly purchases in the continuing operation of your Shop (this depends on the size of your Shop, amount of inventory your purchase and sales volume).

We do not provide material benefits (for example renewal or additional franchises) to you based solely on your use of designated or approved sources. We do not belong or require you to belong to any purchasing or distribution cooperatives, although we retain the right to establish them and to require your membership therein.

When you open a location for your franchise under a lease, per the Franchise Agreement, you must submit the proposed lease to us for approval before it is signed. We have the option to require that the lease (i) be collaterally assigned to us by a collateral assignment agreement in a form and substance reasonably acceptable to us to secure performance of your liabilities and obligations to us or (ii) contain the following terms and conditions:

1. The lessor must agree that without its consent, the lease and your right, title and interest under the lease may be assigned by you to our designee or us (provided such assignment shall not relieve you of your obligations under the lease or cause us or our designee to have any obligations or liability under the lease).
2. The lessor must provide written notice to us (at the same time it gives such notice to you) of any default by you under the lease and we must have, after the expiration of the period during which you may cure such default, an additional 15 days to cure, at our sole option, any such default and, upon the curing of such default, the right to enter upon the leased premises and assume your rights under the lease as if the lease had been assigned by you to us.
3. You are required to furnish copies of all insurance policies required by the Franchise Agreement and by the lease, to us, or such other evidence of insurance coverage and payment of premiums as we request or permit or under the lease.

Before you open a Salty Paws® for operation, you must obtain the insurance coverage for your Business as specified below. The insurance coverage must be maintained during the term of the Franchise Agreement and provide evidence of insurance to us that insurance has been obtained from a responsible carrier or carriers acceptable to us.

1. General Liability Insurance, including broad form contractual liability, broad form property damage, personal injury, advertising injury, completed operations and fire damage coverage, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
2. "All Risks" or "Special Form" coverage for the full cost of replacement of the Business premises and all other property in which we may have an interest with no coinsurance clause;

3. Property and casualty insurance that covers you for damages or losses to the Business with a minimum policy limit of \$1,000,000 per occurrence or an amount that covers the assets of the Business;
4. Product liability insurance that covers you for damages that result in injury from products that you provide with a minimum policy limit of \$1,000,000 per occurrence and \$2,000,000 aggregate or an amount we reasonably specify;
5. Business Interruption insurance in such amount as will reimburse you for direct or indirect loss of earnings attributed to all perils commonly insured against by prudent business owners (including lost royalties, system advertising fees and other fees due to us and/or our affiliates), or attributable to prevention of access to the Shop, with coverage for a period of interruption of 180 days and such longer period as we may specify periodically. Business interruption insurance is required with liability limits of amounts we may reasonably specify which will relate to the right to be reimbursed for direct or indirect loss of earnings attributed to all perils commonly insured against by prudent business owners.
6. Workers' compensation insurance in amounts provided by applicable law or, if permissible under applicable law, any legally appropriate alternative providing substantially similar compensation to injured workers, subject to the conditions set forth in the Franchise Agreement.
7. Automobile liability coverage (optional) including coverage of owned, non-owned and hired vehicles, with coverage in amounts not less than \$1,000,000 for hired and non-owned coverage including uninsured motorist with a minimum of \$100,000 limit or what is in accordance with your state guidelines;
8. Professional liability insurance (optional) that covers you for damages that you create that do not result in property or bodily injury with a minimum policy limit of \$500,000 or an amount we reasonably specify;
9. Employer liability insurance (optional) that covers you and your Business against claims made by employees for work-related bodily injury or disease, other than liability imposed on you and your Business by workers compensation law;
10. Employment practices liability insurance (optional) that covers you and your Business against claims made by employees, former employees or potential employees for discrimination, wrongful termination, sexual harassment and other employment related obligations;
11. Crime insurance (optional) for employee dishonesty in the amount of \$10,000 combined single limit;
12. Tenant's liability insurance, if such insurance is required by the terms of your lease (if applicable);
13. Any other Insurance required by the state or locality in which the Business is located and operated in such amounts as required by statute; and
14. Other insurance coverage, as we, your state or the landlord may reasonably require.

With regard to any construction, renovation, or remodeling of the Shop, you may be required to maintain builder's risks insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, satisfactory to us. All the policies must name us and our affiliates, as additional insureds and must include a waiver of subrogation in favor of all those parties.

All insurance coverage shall be taken out in your name and shall name us and our affiliates as an additional insured and be placed with insurers designated by us or acceptable by us. You must furnish us with certified copies of each of the insurance policies described above on the earlier of your opening of the Shop for operation or 180 days following the date that the Franchise Agreement is executed (whichever comes first). You must purchase not less than “A” rating insurance policies. Each such policy shall provide that it cannot be canceled without thirty days prior written notice to us and that we shall receive at least thirty days prior written notice of its expiration. You shall promptly refer all claims or potential claims against you or us to each of us and our insurer.

The cost of insurance purchased in accordance with our specifications will represent approximately 1% of your total purchases in connection with the establishment of your Business and will be approximately 1% of your total purchases in the operation of your Business. These percentages do not include workers’ compensation insurance that will vary with the payroll amount and category of employees.

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.

<u>Obligation</u>	<u>Section in Agreement</u>	<u>Disclosure Document Item</u>
(a) Site selection and acquisition/lease	Sections XII.S and XX.C. of Franchise Agreement	Items 7, 11 and 12
(b) Pre-opening purchases/leases	Section VIII of Franchise Agreement	Items 7 and 8
(c) Site development and other pre-opening requirements	Sections VIII, XII.T, XX.C. of Franchise Agreement	Items 6, 7, 11
(d) Initial and ongoing training	Section XX.A. of Franchise Agreement	Item 11
(e) Opening	Sections IX.B and XII.G of Franchise Agreement	Item 11
(f) Fees	Sections IX and X of Franchise Agreement	Items 5, 6 and 7
(g) Compliance with standards and policies (Operations Manual)	Sections XII.A and XII.H. of Franchise Agreement	Items 8, 11 and 16
(h) Trademarks and proprietary information	Sections XV and XVI of Franchise Agreement	Items 13 and 14
(i) Restrictions on products/services offered	Section XII.I. of Franchise Agreement	Items 8 and 16
(j) Warranty and customer service requirements	None	None

(k) Territory development	Section VI of Franchise Agreement	Item 12
(l) On-going product/services purchases	Section XII.I. of Franchise Agreement	Item 8
(m) Maintenance, appearance and remodeling requirements	Section XII.E. of Franchise Agreement	Item 11
(n) Insurance	Section XIII of Franchise Agreement	Items 6 and 7
(o) Advertising	Sections X.B, XII.L and XX.J Items 6, 7 and 11 of Franchise Agreement	Items 6, 7, and 11
(p) Indemnification	Section XVIII of Franchise Agreement	Item 6
(q) Owner's participation/management/staffing	Sections XII.F and XII.K. of Franchise Agreement	Items 11 and 15
(r) Records/reports	Section XIV of Franchise Agreement	Items 6 and 11
(s) Inspections/audits	Sections XII.Q and XIV.B. of Franchise Agreement	Items 6 and 11
(t) Transfer	Section XXII of Franchise Agreement	Items 6 and 17
(u) Renewal	Section VII.B. of Franchise Agreement	Items 6 and 17
(v) Post-termination Obligations	Section XXIV of Franchise Agreement	Items 17
(w) Non-competition covenants	Section XIX of Franchise Agreement	Items 17
(x) Dispute Resolution	Section XXV.C. and XXV.D of Franchise Agreement	Items 17

ITEM 10

FINANCING

We do not offer, directly or indirectly, any financing arrangements to you. We do not guarantee your note, lease, or obligations.

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ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS & TRAINING

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

Before you open your Business, we will:

- (1) Provide you with written guidelines for site selection. You must, on your own initiative and at your own expense locate, obtain and occupy the site and negotiate the lease for your Shop. You must select the site for your Business within the protected territory provided in the Franchise Agreement (as described in Item 12). We currently do not own the site and lease it back to you; however, we retain the rights in the future to do so. You may not sign a lease for the site (or contract to purchase the premises, if applicable) in which you wish to operate your Business until you have obtained our written approval. Additionally, you must not invest any money for the site in which you have not received our written approval. We must accept the site if we feel in our total discretion that it meets or exceeds our standards, but our acceptance does not ensure that your Business will be profitable at the approved location. If we do not approve the site, you will be given a second opportunity to locate a site. If we do not approve the second site, we may terminate the Franchise. The factors that we consider in acceptance of the site include: population density, demographics, traffic patterns, convenience, adequate parking, safety, zoning ordinances, neighborhood and physical characteristics of the premises such as size and layout. We evaluate each proposed site and accept or reject each one on a case-by-case basis and will notify you by email or any other form of written communication of our acceptance or rejection of any proposed site within 30 days after we receive your request (Franchise Agreement, Sections XII.S and XX.C).

Neither we nor any of our employees have special expertise in selecting sites; we make no representations that your Business will be profitable or successful by being located at the approved site. Any approval is intended only to indicate that the proposed site meets our minimum criteria based upon our general business experience.

- (2) Insert the accepted site on your Franchise Agreement. However, the acceptance of a location and entering it on your Franchise Agreement by us is conditioned upon our determination, in our reasonable judgment, that:
 - (i) the site which you have submitted for the Shop is a suitable site based upon criteria we establish periodically; and
 - (ii) you and your Owners are in compliance with the Franchise Agreement.
- (3) Approve the lease for the Business premises. You must submit the lease to us for our approval at least ten days before you sign the agreement. You must send us a signed copy of the lease within five days of both parties signing the lease. We do not offer legal services to you and you should consult your independent legal counsel for a legal review of the lease (Franchise Agreement, Sections XII.S and XX.C).
- (4) Offer you guidance when applying for licenses, permits, certifications, inspections and notifying your state of your proposed Business. It is your responsibility to comply with all laws, ordinances and regulations as you are responsible for obtaining all necessary approvals, certifications, licenses and permits to operate your Shop (Franchise Agreement Section XX.C).

- (5) Inform you of any of our mandatory specifications, architectural and design plans, floor plans, interior and exterior signage, décor, designs and layouts for the Shop at the accepted location. We will provide you with guidelines for the design and layout of your Shop and you may need to hire an architect to create a complete set of drawings based on your building size and local permitting requirements. You will be required to confirm that your Shop satisfies all state and local zoning ordinances, regulations, fire, health, and building codes. We may, if needed, review your set of drawings. It is your responsibility to comply with all laws, ordinances, regulations, zoning and building codes for your Shop (Franchise Agreement, Section XII.T and XX.D).
- (6) Provide you with specifications for products, supplies, kitchen equipment, furnishings, fixtures, technology items (as described in Item 8), software, uniforms and signage (including menu boards) necessary for the operation of your Shop. You are obligated to purchase, use and upgrade all kitchen equipment, products, technology items and any third-party software necessary for the operation of your Shop. You are also obligated to repair and maintain all kitchen equipment, technology items and related software necessary for the operations of your Shop. You will be responsible for these expenses as these expenses are necessary for the operation of your Business. We will deliver these written specifications for the above items, and you are responsible for the delivery and installation of these items. You are required to lease and/or purchase the items listed above from us, our affiliates and/or our approved vendors (Franchise Agreement Sections XII.I, XX.A, XX.D and XX.I).
- (7) Provide you with a written list of our approved products, supplies, kitchen equipment and services you are authorized to use, offer and sell; and a written list of approved vendors and suppliers to purchase products, supplies, kitchen equipment and services from (as defined in Item 8) that you are authorized to use, offer or sell in your Shop. We will train you on strategies for purchasing such items for your Shop including pricing guidelines, merchandising and presentation standards. We will also provide you with a written list of specific recipes and product preparation, presentation and packaging standards. You are responsible for the cost, delivery and installation of these items as they are necessary for the operation of your Shop. You are required to purchase the items listed above from us, our affiliates and/or approved vendors or suppliers (Franchise Agreement XII.I, XX.A, XX.H and XX.I).
- (8) Provide you with a written list of customer service and cleaning standards in addition to recommended guidelines for hiring and training employees in addition to general guidance. You are responsible for all day-to-day activities, including hiring, training, disciplining and/or firing your employees. Neither you nor your employees are our employees. You are responsible for all employees you hire, determining their compensation, hours of work, determining their benefits, tax withholding and their behavior during the operation of your Business (Franchise Agreement Sections XII.F, XII.H, XX.A and XX.E).
- (9) Offer certain training programs designed to assist you and your management staff in the operation of your Shop. We will also provide continuing education to any new manager of your Franchise. We may require that you (or if you are a corporation, a limited liability company or partnership, then its officer or shareholder, member managing member, or managing partner) and any manager(s) complete refresher training programs during the term of the Franchise Agreement (Franchise Agreement, Section XX.A).
- (10) Provide you with a self-study program (and related materials) immediately after executing the Franchise Agreement intended to help you prepare for our initial training program. We will provide

our initial training program, no earlier than 60 days before your Shop opens for operation, designed to assist you and your management staff in the operation of your Franchise, at no additional charge. The initial training program is designated for you, one Owner (if you are an Entity), one manager or any combination thereof (a total of three people). If more than three people attend the initial training program, we may impose a training fee of \$200 per person for each day of training (Franchise Agreement, Section XX.A).

- (11) Advise you of operating problems of a Salty Paws® business disclosed by reports submitted to us or inspections made by us. We will furnish to you such guidance and assistance in connection with the operation of your Shop, as we deem appropriate. Such guidance and advice will include methods and operating procedures utilized by other Salty Paws® businesses with regards to: recipes, product preparation, presentation and packaging; products, services, supplies, using and maintaining kitchen equipment; marketing strategies, efficiencies to manage high volume, merchandising, customer service standards, hiring and training employees, general operating procedures, record keeping, accounting and inventory control methods. You must pay all costs and expenses associated with these items. Additional guidance and assistance may be made available to you at your written request and in our sole discretion at fees and charges established by us (Franchise Agreement, Sections XII.J, XX.A and XX.E).
- (12) Loan to you during the term of the Franchise Agreement one copy of our confidential and proprietary Operations Manual, which may include one or more manuals and other written materials for the operation of your Business, containing mandatory and suggested specifications, standards and operating procedures required by us and information relative to your other obligations under the Franchise Agreement. We have the right to add to, and otherwise modify, the Operations Manual to reflect changes in authorized products (including recipes, product preparation and presentation standards), supplies, kitchen equipment and services, as well as changes in specifications, standards and operating procedures of a Salty Paws® business. You must keep the Operations Manual confidential and current and may not copy or distribute any part of the Operations Manual. The Operations Manual contains 281 pages and the current table of contents as of our last fiscal year end is included with this Disclosure Document as Exhibit E (Franchise Agreement, Section XX.G).
- (13) Deliver to you a website for your Business that will access to our intranet system that houses different operational, advertising and marketing materials to support your Business. We are responsible for all updates to the website (Franchise Agreement, Sections IX.A and XX.B).
- (14) Approve or disapprove any promotions, edits, changes or updates to your website. All modifications to your website must be performed by us or affiliates or approved vendors and you will be responsible for all related costs (Franchise Agreement, Sections IX.A, X.J, XX.A and XX.B).
- (15) Approve or disapprove samples of all local advertising and promotional materials not prepared or previously approved by us which are submitted by you (Franchise Agreement, Sections X.C, XII.L, XX.A and XX.J).
- (16) Provide up to five days of either pre-opening or grand opening assistance to you and your staff at your Shop. Such assistance will be provided to you as part of our initial franchise training program and at our cost (Franchise Agreement Section XX.A).

During your operation of the Business, we may:

- (1) Provide additional on-site supervision and assistance as we deem necessary and in our discretion. Additional visits are for the purpose of advising you with respect to: products, product preparation, presentation and packaging; services, kitchen equipment, customer service, operational, sales and marketing matters and personnel issues related to your Shop. You will be responsible for the transportation, room and board and miscellaneous expenses incurred by our personnel during the visits, which will take place per the terms of the Franchise Agreement, or at your request, and at times and dates selected by us (Franchise Agreement, Section XX.A).
- (2) Monitor the operation of your Business and inspect the inventory of products, supplies and kitchen equipment at your Business, then advise you of the results for each inspection, at our cost. If you fail the inspection twice in any two-year period, we may charge you a fee of \$1,500 (as described above in Item 8). If we have not inspected your Business in the past twelve months and you would like to have an inspection performed, you will need to notify us in writing and we will perform the inspection within three months of your request. For any inspections that you request, the cost of the inspection will be at your expense (Franchise Agreement Sections X.F, XII.I, XII.Q and XX.A).
- (3) Provide to you and your manager(s), refresher and/or continuing education meetings at locations designated by us, which we expect to be our headquarters with a fee of \$200 per person per day plus our expenses, which can vary from area to area. We reserve the right to increase the per day fee a reasonable amount based on reasonable criteria (Franchise Agreement, Section XX.A).
- (4) Conduct quarterly meetings or an annual convention at such place as shall be designated by us, at our current fees which can change based on our cost (Franchise Agreement, Section XX.A).
- (5) Establish a franchise elected peer group whose main purpose is to mentor and support each other.

During your operation of the Business we will:

- (1) Continue to consult with you at no additional charge regarding policies, products and services; product preparation, presentation and packaging; kitchen equipment, vendor and supplier relationships; industry developments, sales, advertising, marketing and promotion strategies as well as provide assistance to you to resolve operational problems that you may encounter outside the scope of the Operations Manual (Franchise Agreement, Section XII.V and XX.A).
- (2) Provide you with: updated written lists for products and services you are authorized to sell and offer; updated and written lists of approved furnishings, fixtures, products, supplies, kitchen equipment, services (as described in Item 8) that you are authorized to use in your Business. We will continue to add and approve new vendors and supplies and will provide you with updated and current lists of such approved vendors and suppliers for all products, supplies, kitchen equipment and services you are allowed to purchase from for the operation of your Business. We will provide you with such updated lists, but not the actual items as you are responsible for purchasing such items. We will continue to approve products, supplies, kitchen equipment, vendors and suppliers you are allowed to use, offer and sell in your Shop. You may be responsible for paying any costs related to testing any samples as described in Item 8 . We will provide you with minimum and maximum prices at which you must sell your products and services (Franchise Agreement, Sections XII.H, XII.I, XII.J, XX.H and XX.I).
- (3) Provide you with minimum inventory requirements (currently not in effect) and updated suggested pricing guidelines for all products and services you offer from the Shop. We may establish minimum

and maximum prices you can charge to the extent allowed by law. We will continue to research new products and services for the System as we deem necessary (Franchise Agreement, Section XX.K).

- (4) Provide you with updated recipes, product preparation, presentation and packaging standards. We will provide you with such standards and specifications and you are responsible for purchasing all products or supplies that may be necessary to implement such standards at your expense (Franchise Agreement, Section XII.H and XX.A).
- (5) Provide a dedicated telephone line, only for our franchisees, to answer questions from you or your staff (during regular business hours Eastern Time Zone). You will be able to contact us for questions, suggestions and guidance (Franchise Agreement, Section XX.A).
- (6) Review and approve advertising and promotional materials in addition to any promotions, edits, changes or updates to your website that you submit to us (Franchise Agreement, Sections XII.L, XII.H and XX.J).
- (7) Provide continuing education to any new manager of your Business as noted in paragraph 14 (iii) below. We may require that you (or if you are an Entity or an Owner) and any manager(s) to complete refresher training programs during the term of the Franchise Agreement (Franchise Agreement, Section XX.A).
- (8) Offer assistance in establishing and using administrative, record keeping, and accounting procedures in accordance with our Operations Manual, and various policies communicated by us to you in writing from time to time (Franchise Agreement, Section XX.A).
- (9) Provide you with all update and upgrade requirements for your technology items (as described in Item 8) and all related software in response to changes in the Operations Manual or changes in our policies that are communicated to you in writing. You are required to purchase such items to operate your Business. The cost of such technology items ranges from \$4,000-\$9,000 (see Item 7). We estimate that the annual cost of technology items and related software and/or hardware upgrades to be approximately \$500 per year. If we develop proprietary software in the future, we will provide you with update and upgrade requirements, however, we are not obligated to provide any upgrades to any third-party software programs. We are not obligated to provide maintenance or repairs to any piece of kitchen equipment, technology item, hardware or software that you use in the operation of your Business. We are not obligated to provide hardware repairs to your technology items that you use. You are responsible for installing all such hardware and software upgrades. We reserve the right to have independent access to all information that you store in any POS system, computer, laptop, tablet or software related to the Business (Franchise Agreement Sections XII.I and XX.A).
- (10) Institute, maintain, and administer a System Advertising Fund (referred to as the “Fund”) to support ongoing technology and new product development to be made available to franchisees, and such national advertising as we, in our sole discretion, may deem appropriate to promote the Salty Paws® name to benefit all franchised businesses as described in Item 6. We will direct all such programs and will have sole discretion over the creative concepts, materials and endorsements and media used in such programs, and the placement or allocation of such programs. The source of the advertising will come from our in-office advertising department or may in the future come from a national or local advertising agency. We reserve the right to determine in our sole discretion the composition of all geographic territories and market areas for the implementation and development of such programs (Franchise Agreement, Section X.B). During the fiscal year ending December 31, 2021, we collected

\$6,427.50 in System Advertising Fees, and we did not spend any amount of the System Advertising Fund.

- (i.) You will pay us 1% of Gross Revenues per calendar month for the Fund contribution, paid to us, as designated in the Franchise Agreement. We may raise, discontinue or reduce the contribution, but your total contribution will not exceed 3% of your Gross Revenue per month in any calendar year for the term of the Franchise Agreement. Contributions are due by the fifth day of the month (for the prior month) which will start immediately once your Shop is open for operation then continues for the term of your Franchise Agreement. Refer to Item 6 for definition of Gross Revenue. All franchisees pay the System Advertising contribution at the same rate and under the same terms as the Royalty Fee described above. System Advertising Fees are uniformly imposed on all franchisees.
- (ii.) The contributions will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs, travel expenses and overhead as we may incur in activities related to the administration of the Fund and its programs, including conducting evaluation of new products, services and technologies; product development, market research, preparing advertising, promotion and marketing materials, and collecting and accounting for contributions to the Fund. Usage of the Fund will include ongoing development of the national website and development of new products to be made available to franchisees. The media in which advertisements may be disseminated include print ads, signs, billboards, radio and television and may be conducted on a regional or national basis. We may spend, on behalf of the Fund, in any fiscal year an amount greater or less than the aggregate contribution of all Salty Paws® franchises in that year, and the Fund may borrow from us or others to cover deficits or invest any surplus for future use.
- (iii.) In the future, we may form a franchisee-elected Franchisee Advisory Council whose sole purpose is to advise on System Advertising Fund usage and advertising policies. We retain all operational and decision-making authority concerning advertising and the Advisory Council will serve only in an advisory capacity. The membership of any Franchise Advisory Council will be national in scope. The Advisory Council will not be separately incorporated, and therefore, it will not have any written documents. If one is formed we will have the power to select and approve the members and to form, change, dissolve or merge the Advertising Council as described below.

We may establish one or more advertising cooperatives from time to time and, further, may modify, terminate and reform any existing advertising cooperative at any time in our sole discretion. If the Franchised Business operates within a designated marketing area for which an approved advertising cooperative exists, you will contribute to the advertising cooperative the amounts required by the cooperative up to 2% of the Gross Revenues of the Franchised Business during each Reporting Period. Any such payments made to any cooperative will count towards satisfaction of your minimum local advertising spending. All Salty Paws Shops that we or our Affiliates operate will participate in and contribute to any advertising cooperative that we establish for the designated marketing area in which they are located on the same basis as the Franchised Business in the designated marketing area. We will administer the cooperative unless we designate another administrator. Since we have not yet formed an advertising cooperative, there are no governing documents available for your review.

- (iv.) We are not required to spend any amount of the fund in your territory. Neither the Fund nor we shall be liable to you with respect to the maintenance, direction, or administration of the Fund, including without limitation, with respect to contributions, expenditures, investments or borrowings, except for acts constituting willful misconduct. When the Fund is established and activated, all Salty Paws® businesses owned by us or any of our shareholders or officers must contribute to the Fund in the same proportion as all franchisees.
 - (v.) Any sites we own will have the same voting rights as franchisee members. We administer the Fund, which is not audited. All interest earned on monies contributed to the Fund may be used to pay advertising and technology development costs before other assets of the Fund are expended. Fund contributions are not used to sell additional franchises. We will prepare an annual un-audited statement of monies collected and costs incurred by the Fund and furnish it to you upon written request. All financial statements will be available 120 days after the end of our fiscal year. We reserve the right not to spend all of the funds in the System Advertising Fund in any one year and such funds may be accrued into the next year. The System Advertising Fund has not been established before the date of this Disclosure Document.
 - (vi) We expect to receive advertising and promotional allowances and fees from third party vendors, suppliers and advertisers who enter into cooperative advertising programs with us (and possibly also franchisees.) For example, vendors and/or suppliers may pay promotional allowances for joint advertising promotional material. We may disclose the identity of vendors or suppliers who pay the promotional allowances to you upon request. In addition, if we require you to buy items from a vendor or supplier who pays these allowances, we may place the funds in the System Advertising Fund or spend it on related promotions. Our obligation to provide advertising and marketing will be limited in cost to the amount of contributions and promotional allowances (if we approve) from third parties actually paid into the System Advertising Fund.
- (11) We do not now, but may in the future, require you to join, participate in and pay into, one or more franchisee marketing councils for your region, determined by the penetration area of local advertising media used (for example, the area of a regional newspaper's circulation). Because, we have not yet formed any franchisee marketing councils, we do not know how the area, or the membership of any franchisee marketing council will be determined. Because we have not formed any franchisee marketing councils, we have not determined whether or not any of our company-owned businesses will be contributing to any advertising spent by any franchisee marketing council. In the event that we choose to establish a franchisee marketing council, we will be responsible for administering it. If we do create any franchisee marketing councils, they must operate in accordance with bylaws (or an operating agreement if it is a limited liability company). If we do create any franchisee marketing councils, the franchisee marketing council will prepare annual financial statements that you can review. We will have the right to form, dissolve, and merge any specific franchisee marketing council. Even though we have not yet formed any franchisee marketing councils, we may require that all franchisees within close proximity to a consumer show, convention or exhibition where dog-related products and services are being offered or sold to participate in the cost and benefit of the show.

- (12) You must spend at least \$750 per calendar quarter on local advertising and promotion, in addition to the 1% System Advertising Fee contribution you pay to us. You will also spend at least \$3,000 on “grand opening” promotion (one month prior to opening your Shop and two months after your Shop is open for operation) therefore, your local advertising requirement will be pro-rated for your first quarter taking into account the monies you spend on “grand opening” during the two months your Shop was open for operation. You must report your local advertising expenditures to us by the fifth day after the end of each quarter, or at times, on forms and in the manner, we determine.

You will not use any independent advertising or sales promotion programs in any media (including electronic) without our prior review and written approval. We will approve the materials you submit to us within 30 days, if we do not respond within such period all such materials will be deemed automatically disapproved. You will make reasonable efforts to participate in and cooperate with all advertising programs selected by us or by any approved group of franchisees, except that you may not need to follow or maintain any sales price or suggested pricing. You are responsible for any expenses of this independent advertising.

Unless we approve otherwise in writing, you may not establish a separate Website and will only have one website, as we designate and approve, within our Website. The term “Website” includes: Internet pages, Google my business as well as other electronic sites (such as social networking sites like Yelp, Facebook, Twitter, LinkedIn, Pinterest, blogs and other applications). You must comply with our requirements regarding selling, advertising, discussing or disseminating any information, or otherwise having a presence on a Website, regarding the Shop. If we approve a separate Website for you (currently franchisees are authorized to participate in Facebook, Instagram and Yelp), we will provide you with guidelines for establishing and maintaining such Websites and each of the following provisions will apply: (i) you may neither establish nor use any Website without our prior written approval; (ii) before establishing any Website, you must submit to us, for our prior written approval, a sample of the proposed Website, including its domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including meta-tags), in the form and manner we may require and all such work (except for social networking sites) must be performed by us, our affiliates or approved vendors (as described in Item 8); (iii) you must not use or modify a Website (except for social networking sites) without our prior written approval; (iv) you must comply with the standards and specifications for Websites that we may periodically prescribe in the Operations Manual or otherwise in writing; and (v) if we require, you must establish hyperlinks to our website and other Websites; (vi) you must not engage in any link building activities unless approved by us; and (vii) we may revoke our approval at any time by providing written or email notice to you of such revocation.

- (13) We estimate that there will be an interval of 180 days between the signing of the Franchise Agreement and the opening of your Shop for operation. Factors that may affect this length of time include obtaining a location that is approved by us for your Business, leasehold improvements and build-out, time of year, completion of your pre-market entry study to determine any customization of products and services to be offered through your Shop, satisfactory completion of our initial training program by you (or one of your Owners if you are an Entity) and one other manager (you must have a minimum of one manager, of which can be but does not need to be you or one of the Owners of your Franchise) and availability of furnishings, fixtures, kitchen equipment, products and supplies. You have 90 days to acquire a lease, at your expense, for commercial real estate that is properly zoned for the use of your Business under the Franchise Agreement. You must submit to us, in the form we specify, a copy of the location plan and other such information or materials we may require, together with an option contract, letter of intent, or other evidence satisfactory to us which

confirms your affirmative prospects for obtaining the location. We will have 30 days following receipt of this information and materials from you to approve or disapprove the proposed site for your Business and will notify you of the same by email or any other form of written communication. We reserve the right to extend the period for you to acquire a lease as described above based on our reasonable judgment that you will likely find a location. Failure to secure a lease and/or open your Shop for operation within the timeframes mentioned above, will constitute a default under the Franchise Agreement, for which we may terminate the Franchise Agreement. Such default notice, under which we may terminate the Franchise Agreement, shall be given to you in writing.

- (14) Before the opening of your Shop for operation, you (or an Owner if you are an Entity) and at least one other manager (you must have a minimum of at least one manager, of which can be but does not need to be you or one of the Owners of your Business) you designate are required to attend our ten-day initial training program at our corporate headquarters in Rehoboth Beach, Delaware unless such headquarters is moved. We maintain a regular calendar for the training program and the trainings are held approximately six to eight times per year (or more frequently if needed). The training program is included in your Initial Franchise Fee. You are responsible for all costs associated with attending the program such as travel, room and board.
- (i.) If any proposed manager does not satisfactorily complete our training program, we will notify you, and you may then select and enroll a substitute manager in our training program. If, during the training program we determine, in our sole discretion, that you (or any Owner if you are an Entity) or any other manager is not qualified to manage a Salty Paws® business, you have the right to appoint someone else to be trained by us at your expense. If that other person does not satisfactorily complete our training, we have the right to terminate the Franchise Agreement. The criteria that we will use to determine whether we deem you (or your managing partner, member or shareholders) qualified to manage a Salty Paws® business includes, but is not limited to, your lack of business experience, your personality makes it difficult for you to service customers or you do not have the appropriate certifications, licenses and/or permits to operate a Salty Paws® franchise. We will send you a written termination notice upon our determination of such disqualification.
- (ii.) After the completion of the initial training program by you, your Owner and/or your manager, we will provide training to any new manager of your Shop at your request for which an additional training fee of up to \$200 per day per person may be required. The trainee(s) will be responsible for all costs related to attending training such as travel, room and board. In addition, we have the right to require that you (and if you are an Entity, any Owner) and any other manager(s) complete refresher training programs during the term of the Franchise Agreement, to be furnished at our corporate headquarters currently in Rehoboth Beach, Delaware. There may be an additional cost for refresher training programs. You are responsible for all costs associated with attending such training opportunities we may provide for you such as travel, room and board.
- (iii.) After the opening of your Business, we will provide to you and your personnel, access to information and support through franchise portals online. Support may also be available from our corporate headquarters and we may provide refresher training or continuing education all of which can be done either through phone, web based (“webinars”), video or at locations designated by us (most likely at our headquarters). Such refresher or continuing education (other than by phone, webinars or video) may have a registration charge to you which will not exceed \$200 per person per day. You are responsible for costs associated

with you attending the programs such as travel, room and board or our expenses if we come to you. The refresher training and/or continuing education will normally not exceed a day and we expect to have at least quarterly programs subject to special need. The content for the refresher and/or continuing education will cover particular aspects including but not limited to: new products and services you are authorized to offer, sell and use; revised recipes, product preparation and presentation standards; industry developments, operational, merchandising, and customer service standards, technology and software developments, sales, promotional and marketing programs, administration and so forth. We may conduct an annual convention in which refresher and/or continuing education courses will be made available at such place as shall be designated by us for all franchisees but will most likely be at our headquarters. A registration fee for each participant may be required which we will work in good faith to maintain at our cost and you will be responsible for costs associated with attending the convention such as travel, room and board. The registration fee for conferences will not exceed \$500 per person. The fees charged above may be increased based on the increase of actual costs incurred by us.

- (iv.) No earlier than 60 days before you anticipate opening your Shop for operation, we will provide training for you as noted in the following training schedule. This training curriculum is fully detailed in our Operations Manual and will change periodically. The corporate training team will include members of our management team, staff from our corporate headquarters in Rehoboth Beach, Delaware, members of our website development team, members from our approved suppliers and service providers.

TRAINING SCHEDULE: AT CORPORATE OFFICES

The Salty Paws® Franchise training program includes an Operations Manual, hands-on training, videos and demos. This training curriculum is fully detailed in the Operations Manual and will change periodically.

TRAINING PROGRAM

The Operations Manual will detail all aspects of Franchise operations presented in training and serve as an ongoing reference. Updates to the Operations Manual will be made available to you through various means including online. All of the training sessions will be taught by a combination of Suzanne Tretowicz who has over 25 years of pet industry, marketing and business management experience; and Brian Smith who has over 20 years of construction and business management experience both of whose backgrounds are described in Item 2 above. Occasionally, different guest speakers may make an appearance at the training program to provide information about various products, services and programs offered by us. For example, some speakers may be our employees, franchisees, vendors or industry experts. Our training program uses presentations, demonstrations, examples from the Operations Manual, on the job training and various speakers. You must complete the training program to our satisfaction. Failure to do so may result in termination of your Franchise Agreement with no refund.

[Remainder of page intentionally left blank]

Subject	Hours of Classroom Training	Hours of On the Job Training	Location
The Salty Paws® System, Standards, Culture and Philosophy*	2 Hours	0 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Salty Paws® Menu Overview	2 Hours	0 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Product Knowledge	2 Hours	4 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Approved Vendors and Suppliers	3 Hours	1 Hour	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Purchasing Strategies, Inventory and Controlling Product Cost	4 Hours	2 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Pricing Guidelines for all Products	3 Hours	0 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Product Preparation, Recipes, and Presentation	2 Hours	8 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Breed Knowledge*	2 Hours	0 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.

Dog Etiquette, Safety and Animal Behavior 101	6 Hours	0 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Positional Training, Merchandising Strategies and Daily Operations	0 Hours	8 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Customer Service Standards and Manager Responsibilities	0 Hours	2 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Our Proprietary Community Give-Back Programs, Onsite and Offsite Events	2 Hours	6 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Health, Sanitation, Cleanliness and Shop Appearance Requirements	0 Hours	2 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Scheduling and Controlling Labor Costs	2 Hours	0 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
POS System, Technology and Software Training**	2 Hours	2 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Marketing, Social Media and Promoting Your Business	8 Hours	0 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.

Recommendations for Hiring, Training and Managing Employees	2 Hours	2 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Administrative, Payroll and Bookkeeping Responsibilities	2 Hours	2 Hours	Corporate headquarters in Rehoboth Beach, Delaware or as we otherwise specify, including your Salty Paws® Business at our discretion.
Total Hours***	44 Hours	39 Hours	

*Prior to attending our initial training program, you are expected to complete approximately 25 hours of self-study at your own pace utilizing materials and videos we send to you.

**Additional POS and software training may be provided to you and performed by our approved vendors after the initial training above is completed.

***The actual hours of classroom and on-the-job training may vary. For example, it may take less time to cover a subject in a smaller class than in a larger class or depending on your experience.

Additional Assistance:

In addition to the initial training program mentioned above, we will provide up to five days of either pre-opening or grand opening assistance and guidance to you at your Shop for product preparation and presentation, service standards, marketing and operational assistance. For your second and subsequent Business that you open we will (at your option) provide the same type of assistance at your location, however you will be responsible for all actual wages and travel expenses incurred by us. We will provide you with invoices for amounts you owe us and we may require you to pre-pay all or a portion of our expenses.

Ongoing Training:

We will provide you with memos and/or newsletters that will contain ongoing training relating to your Business and access to additional or refresher training programs that may be conducted through the telephone, webinars or video training at no cost to you. In very rare instances, we may periodically require that you or your Owners (if you are an entity) and/or manager to complete additional or refresher training programs to correct, improve or enhance the operations of your Business. Such additional or refresher training programs may be conducted through the telephone, webinars, video training or at annual conferences. Anyone attending additional or refresher training programs (training other than by telephone, webinars or video training) will be subject to an additional training fee and all costs associated with attending the training program such as travel, room and board (as described in paragraph 14 (iii) above).

[Remainder of page intentionally left blank]

ITEM 12

TERRITORY

You must operate your Salty Paws® Business within the specific location identified in your Franchise Agreement. You will not receive an exclusive territory. You may face competition from other franchisees, company-owned businesses we operate or from other channels of distribution or competitive brands that we control. You are awarded a protected territory (“Territory”) that will include up to 3 miles driven in any direction from the Franchise Business as defined by Google Maps or a similar mapping program. We reserve the right to grant a territory that is larger or smaller than the 3-mile area described above, to account for more densely or sparsely populated areas. We will determine population based on the most recently published data from the U.S. Census Bureau (or such other source we may indicate to you). You may not conduct business out of any other location other than the accepted location that has been entered in your Franchise Agreement or made part of by an addendum attached to your Franchise Agreement. You may sell products (which includes selling and shipping products), serve and provide services to anyone who comes from anywhere so long as the products you sell and services you perform are sold and performed from your Shop or products are sold at off-site events within your Territory and do not result from any Target Marketing (as defined below) activities by you. You can also conduct business at off-site events (such as: community events, consumer and/or dog shows, festivals, expos, etc.) to promote your Shop, sell products and offer services so long such events are within your Territory. You may be able to conduct off-site events in geographic areas outside your Territory provided there is not another Salty Paws® franchise or company owned location in that area. However, you must be prepared to immediately cease conducting such off-site events when that area is purchased (as described below). We cannot establish either a company-owned business, franchise nor license another to locate a Salty Paws® business within your Territory identified in your Franchise Agreement during the term of the Franchise Agreement.

Your Territory is determined by dog population determined by average statistics which includes a ratio of people-to-dog population, competition, demographics of the surrounding area, our own assessment of business potential, market penetration or other conditions important to the successful operation of a Salty Paws® Business, as we deem appropriate and as identified in your Franchise Agreement. Your Territory is determined by us once a location is chosen and will not be altered even if there is a population increase or decrease. It will also not be affected by your sales volume or market penetration. Certain locations, such as major metropolitan areas may have smaller territories of densely populated areas. We must accept the site for your Shop within your defined Territory in writing before you open for operation. You have no rights to operate your Shop out of any other site other than the site accepted by us or to operate any additional businesses. You may not relocate your Shop without our written consent, which we will not unreasonably withhold or delay. The factors we use in allowing a relocation include, but are not limited to: population density, freeway access, available parking, neighborhood and physical characteristics of the premises such as size and layout or other conditions important to the successful operation of an Salty Paws® business, as we deem appropriate and as identified in your Franchise Agreement.

Establishment of additional Salty Paws® Businesses requires our written acceptance. If other geographical areas are unassigned, we have the right to sell or assign it, or part of it, at any time, without notice to you and you might not have the right of first refusal or option to buy the territory that was formally unassigned. You must submit a separate application for each Franchised Business to be established by you. You must pay the fee for each additional acquisition mentioned in Item 5 and be in compliance with all the terms and conditions of your existing Franchise Agreement. We must approve the location of any additional Salty Paws® Businesses as mentioned in Items 11 and 12 above.

The Territory described above will affect where you and other franchisees may solicit business, sell products and promote services. You are encouraged to directly advertise and market for customers (dog owners) located within your Territory. You can sell products, serve and provide services to anyone from anywhere so long as your sales do

not result from any direct solicitation activities outside your Territory by you (Target Marketing as described below) and the products you sell and services you perform are being sold and performed from your Shop or off-site events within your defined Territory. We, other franchisees and company-owned businesses reserve the same right to sell products, serve and provide services to anyone who comes from anywhere without compensation to you. In addition, we may allow you and other franchisees or company-owned businesses to promote your Shop, sell products and offer services through alternative channels of distribution (such as on the Internet or Websites). If you are granted permission to promote your Shop, sell products and/or offer services through an alternative channel of distribution, per our written approval, you may do so without compensation to the other franchisees or company-owned businesses. We, other franchisees and company-owned businesses reserve the same right to sell products and provide services to anyone from anywhere without compensation to you. You are prohibited from soliciting and marketing in general to anyone by any means outside of your respective Territory and you must not specifically engage in target marketing ("Target Marketing") within the territory of another Salty Paws® business (franchise and/or a company-owned business). Target Marketing means a concerted effort by a franchisee to solicit and obtain customers through any type of advertisement or marketing, directed at all or a portion of another franchisee's Territory. We will use commercially reasonable efforts to enforce this requirement regarding Target Marketing if you or any other franchisee violates it.

If you are asked to conduct business at off-site events (for example at community events, dog and/or consumer shows, expos, festivals, etc.) in geographical areas in which there is another franchise or company owned business, you must refer that request to the Salty Paws® business in that geographical area or directly to us. Whether the other Salty Paws® business is a franchise or company-owned business, you must not conduct business at off-site events in that geographical area. If the other Salty Paws® franchise or company-owned business gives you permission to conduct business at such off-site event, then you can proceed immediately. If there is not a Salty Paws® business in that geographical area, then you can immediately proceed. However, you must be prepared to immediately cease conducting such events in that other geographical area when that unassigned area is purchased or another Salty Paws® company-owned business is opened in that area. We and other franchisees must refer off-site events that are within your Territory to you and also reserve the same right to sell products and provide services to anyone who comes from anywhere even if such persons live within your Territory. We, other franchisees and company-owned businesses also reserve the same right to sell and ship products to anyone without compensation to you.

If during the term of the Franchise Agreement, you are unable to promptly and properly provide products, serve customers or provide services you must refer such persons to another franchisee in the System or to us. For any default of the Franchise Agreement, as an alternative to terminate, we may modify or completely eliminate any rights that you may have with respect to the protected status of your Territory, effective ten days after delivery of written notice to you. In addition, we may modify or eliminate completely, the Territory (Franchise Agreement Sections VI, XII.H and XXIII.F).

We encourage all Salty Paws® businesses when owned by different individuals, to work out a referral relationship and advertising strategy or arrangement if they are within close proximity of each other (defined as being within a ten-mile radius of each other). We must be notified of all such arrangements. We have the exclusive right to negotiate and enter into agreements or approve forms of agreements to provide products or perform services to any business or non-profit organization which owns, manages, controls or otherwise has responsibility for locations in more than one area whose presence is not confined with any one particular franchisee's territory regardless of the contract amount of products or services to be provided (a "National Account"). After we sign a contract with a National Account, we may, at our option, provide you the option to provide products or services at negotiated rates under the National Account contract. If you choose not to provide such products or services at negotiated rates, there will be no consequence. If we choose, or if you choose not to provide products or services to a National Account, then we may provide such products or services directly ourselves, or through another franchisee or third party even if the products are sold or services are performed within your Territory without compensation to you.

We reserve the right to issue binding policies to coordinate marketing councils and/or advertising cooperative programs. For example, we may require that all franchisees within close proximity to dog and consumer shows, conventions or exhibitions where dog-related products and services are being sold and/or offered to participate in the cost and benefit of the show. We intend to direct and coordinate all franchisee Internet advertising. All such programs and policies are our proprietary trade secrets. In such programs, we may require the customer that is acquired through such programs, to be served by the closest or other franchisee and you will not be charged or receive any type of referral fee.

Any rights not expressly granted to you are reserved to us. Such rights reserved to us include, but are not limited to the right to:


- (1) Advertise, market and sell Salty Paws® branded and/or trademarked products and services in your Territory;
- (2) Advertise and offer products and services to promote the System through the Internet and/or other similar venues no matter where the customer is based to brand the System and/or fulfill demand anywhere;
- (3) Sell, distribute or offer anywhere products or services to anyone located anywhere through any alternative or other channel of distribution, other than local business operations providing such products and services whether or not we are using the Marks or System, and on any terms, we deem appropriate. We have this right whether or not we are using the Marks or System; or are acting inside or outside your Territory as designated on your Franchise Agreement;
- (4) Develop, manufacture and distribute any labeled products that has been branded with our Mark or logo or different branded products through any outlet located anywhere (including, by way of illustration, pet stores, grooming facilities, specialty dog stores, discount club chains, supermarkets, retail stores, over the Internet and/or similar venues) and on any terms and conditions we deem appropriate. If we decide to distribute products, you will receive no compensation from us for such sales inside your Territory, unless otherwise agreed by us in writing;
- (5) Implement advertising cooperative programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such advertising cooperative programs;
- (6) Own and/or operate, or authorize others to own and/or operate (a) any business located outside the Territory as designated on your Franchise Agreement, whether or not using the Marks and/or System, (b) any business anywhere, whether using the Marks and /or System or not, which is not substantially similar to the business franchised to you under the Franchise Agreement and/or (c) any business anywhere which does not use the Marks; and
- (7) Acquire, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not) located anywhere, including arrangements in which we are acquired, and/or company-owned, franchised or other Salty Paws® businesses (including your Business) are converted to another format which will be maintained under the System or otherwise. If we acquire or merge with a business similar to a Salty Paws® business within your Territory, we will make commercially reasonable efforts to maintain the protected status of your Territory. You will fully participate in any conversion subject to any person/entity merging with, or acquiring us or when we acquire, reimbursing you for reasonable costs directly related to the conversion.

We are not responsible for paying any compensation to you concerning the sale of products or services by using the Internet or other similar venue, by alternative means of distribution, advertising cooperative programs, outlets, businesses that are or are not substantially similar to the Franchised Business or any business that does not use the Marks. For clarity, the Franchise Agreement grants you no rights to offer, sell and/or distribute products through any alternative channels of distribution without our permission or share in any of the proceeds from our activities through alternative channels of distribution. We have not established and do not presently intend to establish other franchises, licenses or company-owned businesses, except as disclosed in Item 1 of this Franchise Disclosure Document that sells or offers similar products or services under a trade name or trademark different from the Marks.

ITEM 13 **TRADEMARKS**

Under the Franchise Agreement, we grant you the nonexclusive right to use the Marks in connection with the operation of your Franchise. Our principal trademark is “Salty Paws” as it appears on the first page of this Disclosure Document. We have the right to use and to license others to use the Marks and under any other trade name, trademarks, service marks and logos currently used or that may hereafter be used in the operation of the Business. You must use the Marks only for the operation of your Franchise and in the manner authorized by us.

The following trademark is owned by our President/CEO, Suzanne Tretowicz. It is registered on the Principal Register of the United States Patent and Trademark Office.

Trademark	Registration Number	Registration Date
	5948042	December 31, 2019

Because no federal registration is at least six years old, no affidavits are required at this time. The trademark has not yet been renewed.

There are no presently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor any pending infringement, opposition or cancellation proceeding or material litigation involving the Marks. We have not yet filed an affidavit of use because our trademarks were recently filed and do not need an affidavit. We do intend to renew all of our trademark registrations.

There are no effective agreements that limit our right to sublicense you the Marks, other than a perpetual, exclusive, non-transferable, worldwide, royalty free license to use, sub-license, and display the Marks from Suzanne Tretowicz pursuant to a trademark license agreement. The trademark license agreement may be modified or terminated if we fail to follow the operating, merchandising and advertising policies, and such other quality standards that are established by Suzanne Tretowicz. If this occurs, your franchise rights will remain unaffected. In addition, Suzanne Tretowicz has the right to substitute alternative trademarks for license at any time. Therefore, you may have to change the trademarks that you use in operating your Franchised Business at your expense. The trademark license agreement will remain in effect for as long as we offer franchises, or unless we are in default of the trademark license agreement. The trademark license agreement can be modified if both we and Suzanne Tretowicz agree in writing.

Upon termination of the trademark license agreement for any reason, we and franchisees must discontinue all use of the Marks in any form, remove the Marks from our website and any of our franchisees' websites, modify any and all identification of the Franchised Business with, or reference to, the Marks, and refrain from making any subsequent representation, advertisement or published statement or product sales using or in reference to the Marks, or the business previously conducted using the Marks, and take such action as shall be necessary to change any corporate name, assumed name or equivalent registration which mentions or refers to the Marks, or any mark similar thereto.

You must notify us immediately in writing of any apparent infringement of or challenge to your use of any Marks or claim by any person of any rights in any Mark or any similar trade name, trademark or service mark of which you become aware. We have the sole discretion to take such action as we deem appropriate and the right to exclusively control any litigation, USPTO proceeding or other administrative proceeding. In the event that litigation or a similar proceeding arises from your use of the Marks, we will control such litigation or proceeding.

We are not obligated by the Franchise Agreement to protect any rights granted to you to use the Marks or protect you against claims of infringement or unfair competition with respect to them. The Franchise Agreement does not require that we participate in your defense or indemnify you for expenses or damages if you are a party to a judicial or administrative proceeding involving one of the Marks or if the proceeding gets resolved unfavorably to you. Although we are not contractually obligated to protect the Marks or your right to use them, as a matter of corporate policy, we intend to defend the Marks vigorously (Franchise Agreement Section XV.B).

You may not, without our written consent, in our sole discretion, commence or prosecute, or seek leave to intervene in, any litigation or other proceeding, including any arbitration proceeding, in which you purport to enforce any right or recover any element of damage arising from the use or infringement of any of the Marks or unfair competition.

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any Mark, and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after notice by us. You, in connection with the use of a new or modified Mark, may be required, at your own expense, to remove existing signs from your Shop, and to purchase and install new signs. We have no liability to you.

There are no infringing uses actually known to us as of the Issuance Date of this Disclosure Document that could materially affect your use of the Marks in the State of Delaware or in any other state. You should understand that there could be other businesses using trademarks, trade names or other symbols similar to, our Marks with superior rights to our rights. Before starting your business, you should research this possibility, using telephone directories, trade directories, Internet directories, or otherwise to avoid the possibility of having to change your Business name.

All your usage of the Marks granted under the Franchise Agreement is nonexclusive, and we retain the right, among others: (a) to use the Marks in connection with selling products and offering services; (b) to grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees; (c) to develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises in those systems without providing any rights to you as described in Item 12.

All your usage of the Marks and any goodwill you establish are to our exclusive benefit and you retain no right or rights in the Marks on the termination or expiration of your Franchise Agreement. You may not use the marks as a part of any corporate or trade name, nor may you use any trade name, trademark, service mark, emblem or logo other than the Marks, as we may designate periodically. You must prominently display the Marks on such

items and in the manner, we designate. You must obtain such fictitious or assumed name registrations as we require or under applicable law. You must also prominently display in your Business that we are not a joint employer of you that you are solely responsible for all employment-related decisions and matters. You must also identify yourself as the owner of your Franchise by placing your name on the Business and on all checks, invoices, receipts, contracts and other documents that bear any of the Marks, and on all printed materials your name must be followed by the phrase "A Franchise of Stay Salty, LLC" or such other phrase as we occasionally direct.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any registered patents or copyrights which are material to the Franchise; however, we claim common law copyright and trade secret protection for several aspects of our System, methods, techniques and operational procedures; products, product specifications, recipes, services, proprietary community give-back programs, photographs, video presentations, design, décor, graphics, signage (which includes menu boards), website, Operations Manual and all related workbooks and materials including advertisement, marketing and promotional materials although such materials may not have been registered with the United States Copyright Office. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in your Franchise Agreement. We reserve the right to register any of our copyrighted materials at any time we deem appropriate. We also reserve the right to renew any and all such copyright registrations at our discretion.

There currently are no effective determinations of the United States Copyright Office or any court regarding any of the copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. There are no infringing uses actually known to us, which could materially affect your use of the copyrighted materials in any State.

You must notify us immediately in writing of any apparent infringement of or challenge to your use of our copyrighted materials or trade secrets or claim by any person of any rights in any copyright or trade secret which you become aware. We have the sole discretion to take such action, as we deem appropriate and the right to exclusively control any litigation, United States Copyright Office proceeding or other administrative proceeding. We may require you to discontinue use or modify any materials that may in our opinion infringe on the copyright, trade secret, or patent rights of any other person or business.

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any copyrighted materials or trade secrets, and/or use one or more additional or substitute copyrighted materials or trade secrets, you must comply with our directions with respect to a reasonable time after notice by us. We have no liability to you concerning substitution or modification of copyrighted materials or trade secrets.

We possess certain confidential information that include our: strategies for site acquisition, build-out and design specifications with unique décor, color scheme and signage; unique products, privately labeled products (which are products that carry our brand), proprietary recipes in addition to specific product preparation, presentation and packaging standards; services offered and our proprietary community give-back programs; operational techniques, strategies, methods and procedures; specifications for all products, supplies and kitchen equipment; purchasing strategies, inventory management systems, vendor and supplier relationships, cost and pricing strategies; procedures for cleanliness, service standards, merchandising, safety, sanitation and quality control; guidelines for hiring, training and retaining employees, strategies for executing services, our Operations Manual and other written materials, photographs, video presentations, website, intranet system, third-party software, forms, contracts, record keeping and reporting procedures; proprietary referral, customer (dog owner) acquisition, loyalty and retention programs; social media and public relations strategies, advertising, marketing and promotional materials in addition

to systems and knowledge of, and experience in, the operation and franchising of a Salty Paws® business (collectively, the “Confidential Information”). We will disclose Confidential Information to you during our initial franchise training program, seminars, workshops, continuing education sessions and conventions sponsored by us; in the Operations Manual and in guidance furnished to you during the term of your Franchise Agreement.

If you or your partners, members, managers, directors, shareholders, employees, agents or independent contractors develop any new piece of equipment, product, recipe, formula, concept, technique, process, photograph, video presentation, promotion, program or improvement in the operation or promotion of your Shop, you are required to promptly notify us with all necessary related information, without compensation. However, as a matter of corporate policy, we may create an incentive program to reward you, your partners, members, managers, directors, shareholders, employees, agents or independent contractors for any new piece of equipment, product, recipe, formula, concept, technique, process, photograph, video presentation, promotion, program or improvement that we implement throughout the System. You and if you are an Entity, then one of your Owners acknowledge that any such equipment, product, recipe, formula, concept, process, photograph, video presentation, promotion, program or improvement will become our property and we may use or disclose such information to other franchisees as we deem appropriate.

The Franchise Agreement provides that you will not acquire any interest in the Confidential Information other than the right to utilize it in the development and operation of your Salty Paws® Business during the term of your Franchise Agreement, and that the use or duplication of the Confidential Information in any other business would constitute unfair competition. You also agree that the Confidential Information is proprietary to us and is disclosed to you solely on the condition that you: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of your Franchise Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or electronic form; and (4) will adopt and implement all reasonable procedures required by us to prevent unauthorized use or disclosure of the Confidential Information, including without limitation, restrictions on disclosures to employees of your Franchise and any other business(es) owned by you and if you are an Entity, any of your Owners, and the use of nondisclosure and non-competition clauses in employment agreements with your employees and Owners, where enforceable under state law.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchise Agreement provides that a Salty Paws® Business must at all times be under direct, day-to-day, full time supervision. We do not require that you personally (or if you are an Entity such as a limited liability company, then a managing Owner of such Entity) be involved in the day-to-day operations of your Shop, but your Shop must at all times be under the operation of a manager (“Manager”) whose identity must at all times be disclosed to us. This person must have successfully completed our training program (unless otherwise approved to be exempt by us) and must use his or her best efforts in the operation of a Salty Paws® Business.

You are required to retain a Manager for the operation and management of your Shop. The Manager may, but need not, be you or one of the Owners of the Franchised Business and need not have any set percentage of the equity of the Franchised Business. The Manager must meet all of our standards and criteria for such positions as set forth in the Operations Manual. Your Manager is responsible for overseeing the general management of the Shop and using his or her best efforts in the operation of the Shop. This individual and their replacements must also satisfy the applicable training requirements as outlined in the Franchise Agreement. We have the right to require that the Manager and any other manager be at the Shop for any inspection we conduct.

If we, in our sole discretion, find that your Manager is not properly performing his or her duties, we will advise you and you must immediately take steps to correct the situation. Upon termination of employment of your Manager, you must appoint a successor within 60 days. Any replacement Manager (who we may disapprove in our sole and absolute discretion) must be trained by you in accordance with our standards. To clarify, any replacement Manager is to be trained by you at your expense.

Our approval of a Manager other than you is conditioned upon the person entering into a confidentiality and restriction of like business agreement containing covenants like those contained in the Franchise Agreement and Schedule 8 of the Franchise Agreement against engaging in competing businesses and use/disclosure of our Confidential Information during the tenure of employment with you and for a period of three years following the termination of such person's employment with you. You will provide us with copies of the same upon request.

If you are an Entity, each of your Owners that holds more than 10% interest in the Franchised Business must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement, agree to be bound by the confidentiality provisions and non-competition provisions of the Franchise Agreement and agree to certain restrictions on their ownership interests. Spouses of all of your owners are required to execute a Guaranty of Obligations. The required Guaranty of Obligations is attached as Schedule 5 of the Franchise Agreement.

ITEM 16

RESTRICTIONS ON LOCATION AND WHAT THE FRANCHISEE MAY SELL

You must only offer the products and services that we authorize. You may not offer or sell products or services not authorized by us. You must offer all goods and services that we designate for your Franchised Business. We may also periodically set maximum or minimum prices for services and products that your Business offers. We may periodically change the required and/or authorized products and services, and there are no limits on our right to do so. You must promptly implement these changes and must discontinue selling any products or services that we at any time decide to disapprove in writing. Items 8, 9 and 12, as well as the Manual, provide additional information regarding your specific obligations and limitations.

You must use the Franchised Business premises only for operation of the Franchised Business and for no other unrelated purpose. You may not offer for sale or sell products or services related to the Franchised Business through alternative channels of distribution, such as the Internet. You must discontinue selling and offering for sale any services or products that we at any time decide to disapprove in writing.

There are no other limitations imposed by us on the persons to whom a franchisee may provide goods and services, except those imposed by the nature of the system itself.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the exhibits attached to this Disclosure Document. "FA" refers to the Franchise Agreement.

<u>Provision</u>	<u>Franchise Agreement</u>	<u>Summary</u>
a. Term of the Franchise Agreement.	FA Section VII.A	FA- 5 years
b. Renewal or extension of the term.	FA Section VII.B	FA- Up to (2) 5-year renewals if you meet certain term requirements.
c. Requirements to renew	FA Section VII.B	FA - Written notice to us of your intent to renew, full compliance, sign then current form or new franchise agreement, pay a renewal fee (no renewal fee is required to be paid at this time), comply with our then current training and qualification requirements, execute a general release; and upgrade the Business to the then current standards. You may be asked to sign a contract with materially different terms and conditions than your original contract (check with FA)
d. Termination by you.	FA Section XXIII.D	FA - If we have materially failed to comply with terms of the FA after 60 days' notice.
e. Termination by us without cause.	Not Applicable	We cannot terminate your FA without cause.
f. Termination by us with cause.	FA -Section XXIII.B and XXIII.C	FA - We can terminate the FA if you breach a material provision of the FA or fail to open the Business.
g. "Cause" defined; curable defaults.	FA- Section XXIII.B	FA-Violation of health or safety laws upon 72 hrs. notice; 5 days for failure to pay amounts owed; 60 days for all other defaults.
h. "Cause" defined non-curable defaults.	FA- Sections XXIII.C	Abandonment of the Business; surrender of control; misrepresentation or omission in application; felony conviction; unauthorized assignment; improper assignment upon death or disability; loss of possession of the Business; unauthorized use of Confidential Information; failure to pay taxes or liens; dishonest or unethical

		conduct; assignment for benefit of creditors; and bankruptcy.
i. Your obligations on termination / non-renewal	FA- Section XXIV	FA -Cease operating Franchised Business; cease use of confidential information and Marks; deliver property containing the Marks; cancel assumed or similar name registrations; pay outstanding amounts and damages; deliver manuals; assign phone numbers; comply with covenants and see "r" below.
j. Assignment of contract by us.	FA- Section XXII.C	No restriction on our right to assign.
k. "Transfer" by you-definition	FA- Section XXII.B	Includes transfer of the FA and Business assets by you.
l. Our approval of transfer by you.	FA- Section XXII.C and XXII.E	FA -We have the right to approve all transfers by you.
m. Conditions of our approval of transfer.	FA- Section XXII.C and XXII.E	FA- Full compliance; transferee qualifies; all amounts due are paid in full; completion of training by transferee; transfer fee paid; transferee agrees to be bound by all terms of FA; you sign and deliver other required documents including a release.
n. Our right of first refusal to acquire your Business.	FA- Section XXII.C and XXII.E	FA - We have the right to match any offers.
o. Our option to purchase your assets upon termination or non-renewal.	FA- Section XXII.F and XXIV.G	FA- Purchase for fair market value determined by appraisal if parties are unable to agree.
p. Your death or disability.	FA- Section XXII.D	FA - Franchise must be assigned to approved buyer within six months.
q. Non-competition covenants during the term of the Franchise.	FA- Section XIX.C	FA - No involvement in any competitive business anywhere in the US other than existing business.

r. Non-competition covenants after the franchise is terminated or expires.	FA- Section XIX.C	FA - No interest in competing business for two years within ten miles of any company owned outlet or other franchises.
s. Modification of the Agreement.	FA- Section XXV.J	FA - No modification except by written agreement, Operations Manuals are subject to change.
t. Integration / merger clause.	FA- Section XXV.J	FA – Only terms of the Disclosure Document and Franchise Agreement are binding subject to state law. Notwithstanding the prior sentence, nothing in the Franchise Agreement or any related agreement is intended to disclaim any representations Franchisor has made in the entire Franchise Disclosure Document. Any representations or promises made outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u. Dispute resolution by arbitration.	FA- Section XXV.D	FA- Arbitration and mediation in Sussex County, State of Delaware (subject to State law).
v. Choice of forum.	FA- Section XXV.G	FA -Litigation in Sussex County, State of Delaware (subject to state law).
w. Choice of law.	FA- Section XXV.G	FA - State of Delaware laws apply (unless prohibited by laws of state where Franchise is located).
x. Liquidated damages.	FA- Section XXIV.H	FA- If the Franchise Agreement is terminated prior to its expiration date, you shall be obligated to pay within thirty (30) days of termination or expiration of the Franchise Agreement, a sum determined by adding together the average Royalty Fee payments and average System Advertising Fund Fee payments that was paid to us during the previous twelve (12) months for either the remaining term (or renewal term) of the Franchise Agreement or two years (whichever comes first). If you have not made twelve (12) months of payments to us, then the number of payments you have made will be used to calculate the average of such Royalty and System Advertising Fee payments.

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

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 Suzanne Tretowicz, 43 Rehoboth Avenue, Rehoboth Beach, Delaware 19971 1-800-388-8892, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
System-wide Outlet Summary
For Fiscal Years ending 2019 thru 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	0	0	0
	2020	0	0	0
	2021	0	6	+6
Company- Owned	2019	1	1	0
	2020	1	2	+1
	2021	2	2	0
Total Outlets	2019	1	1	0

	2020	1	2	+1
	2021	2	8	+6

Table 2
Transfers of Outlets from Franchisees to New Owners (other than Franchisor)
For Fiscal Years 2019 thru 2021

State	Year	Number of Transfers
Delaware	2019	0
	2020	0
	2021	0
Total	2019	0
	2020	0
	2021	0

Table 3
Status of Franchise Outlets
For Fiscal Years 2019 thru 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
DE	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
FL	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
NJ	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
PA	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0

	2021	0	1	0	0	0	0	1
VA	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
Totals	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	6	0	0	0	0	6

Table 4
Status of Company-Owned Outlets
For Fiscal Years 2019 thru 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
DE	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
MD	2019	0	0	0	0	0	0
	2020	0	1	0	0	0	1
	2021	1	0	0	0	0	1
Totals	2019	1	0	0	0	0	1
	2020	1	1	0	0	0	2
	2021	2	0	0	0	0	2

Table 5
Projected Openings
For the Period Ending December 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Current Fiscal Year	Projected New Company Owned Outlets in the Current Fiscal Year
Colorado	1	1	0

Florida	0	1	0
Missouri	0	1	0
New Jersey	2	3	0
Pennsylvania	1	1	1
Wisconsin	0	1	0
Totals	5	4	1

A list of the names of all Franchisees and the addresses and telephone numbers of their Salty Paws® business are listed as Exhibit G to this Disclosure Document. A list of the name and last known home address and telephone number of every franchisee who has had their franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during Fiscal Year 2021 or who has not communicated with us within 10 weeks of our application date is also listed in Exhibit G.

If you buy this Franchise, your contact information may be disclosed to other buyers while you are a franchisee and when you leave the franchise system.

At this time, there are no previously owned Salty Paws® franchised outlets for sale.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchised system.

At this time there are no trademark specific franchisee organizations representing Salty Paws® franchisees, and no such trademark specific franchisee organization has asked us to be included in this Disclosure Document.

ITEM 21

FINANCIAL STATEMENTS

Our unaudited balance sheet dated April 30, 2022, our unaudited profit and loss statement for the period from January 1, 2022 to April 30, 2022, and our certified, independent, audited financial statements for the periods ending December 31, 2021, December 31, 2020, and December 31, 2019 are attached to this Disclosure Document as Exhibit H. Our fiscal year end is December 31.

ITEM 22

CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in the Exhibits that follow. These include our Franchise Agreement and all exhibits to it:

- Exhibit A- Franchise Agreement with Schedules
 - Schedule 1 - Authorization for Pre-Arranged Payments
 - Schedule 5 - Individual Guaranty
 - Schedule 6 - Collateral Assignment of Lease
 - Schedule 8 - Confidentiality & Non-Compete Agreement
 - Schedule 9 – Form of Release
- Exhibit D - State Addenda
- Exhibit F - Option Agreement

ITEM 23
RECEIPTS

Included as the last document of this Disclosure Document (Exhibit J) and/or as a separate executable form, is a Receipt to be signed by you. This Receipt must be signed and dated and delivered to us at least 14 calendar days before signing of the Franchise Agreement or payment of any fee by you.

EXHIBIT A

FRANCHISE AGREEMENT

Between

Stay Salty, LLC

and

Franchisee



FRANCHISE AGREEMENT

Between

Stay Salty, LLC

43 Rehoboth Avenue
Rehoboth Beach, DE 19971
Direct 1-800-388-8892
Toll Free: 1-800-388-8892
Web: www.SaltyPawsIceCream.com

and

Collectively referred to as “Franchisee”

Stay Salty, LLC
FRANCHISE AGREEMENT

TABLE OF CONTENTS

	Page
I. FRANCHISEE’S ACKNOWLEDGEMENT OF BUSINESS RISK AND ABSENCE OF GUARANTEE	2
II. FRANCHISEE’S ACKNOWLEDGMENTS CONCERNING RECEIPT AND THOROUGH EVALUATION OF AGREEMENT	3
III. NO PROJECTED OR FORECASTED FRANCHISE SALES, PROFITS OR EARNINGS	4
IV. RELATIONSHIP OF THE PARTIES	4
A. Franchisee is an Independent Contractor.....	4
B. Franchisor Is Not in a Fiduciary Relationship with Franchisee	4
V. FRANCHISE GRANT	5
VI. TERRITORY	5
VII. TERM AND RENEWAL OF AGREEMENT.....	11
A. Term.....	11
B. Renewal	11
VIII. FRANCHISEE’S INITIAL INVESTMENT	12
IX. FRANCHISEE’S INITIAL FRANCHISE FEE.....	12
A. Initial Franchise Fee and Payment.....	12
B. Time Limit for Opening the Business	12
C. Cooperation Required.....	13
D. Establishing Additional Franchise Businesses	13
X. OTHER FEES	14
A. Royalty Fees	14
B. System Advertising Fee.....	14
C. Local Advertising	15
E. POS Software and Usage Fee	16
F. Inspection Fee	16
G. Website Edits, Updates, Changes and Promotion Fee.....	16
XI. FINANCING ARRANGEMENTS	17
XII. GENERAL OBLIGATIONS OF FRANCHISEE	18
A. Follow Operations Manual and Directives of Franchisor.....	18
B. Operate Franchised Business Only	18
C. Comply with Laws.....	18
D. Maintain Confidentiality of Proprietary Information	20
E. Maintain and Renovate the Shop	21
F. Maintain Competent Staff.....	21
G. Open Business within Time Limit.....	22
H. Operate Business in Strict Conformity to Requirements.....	23
I. Use Approved Products, Supplies, Kitchen Equipment, Vendors and Suppliers.....	25

J.	Use Approved Design and Signage for the Shop	31
K.	Participation in the Operation of the Business	31
L.	Advertising the Business	32
M.	Maintain Business Hours	32
N.	Maintain Uniform Operating Standards	33
O.	Telephone Number of Business and Website	33
P.	Disclose Discoveries and Ideas to Franchisor	34
Q.	Permit Franchisor to Enter Business.....	34
R.	Additional Requirements for Corporate or other Entity Franchisees	35
S.	Site Selection	36
T.	Development and Construction of the Shop	38
U.	Training.....	39
V.	Ongoing Training and Support.	40
XIII.	OBLIGATIONS OF FRANCHISEE RELATING TO INSURANCE	40
A.	Overall Coverage Required	40
XIV.	OBLIGATIONS OF FRANCHISEE RELATING TO ACCOUNTING AND RECORDS	42
A.	Bookkeeping, Accounting and Records	42
B.	Franchisor's Right to Audit	43
C.	Method of Payment.....	44
D.	Submission of Financial Statements.....	44
E.	Disclosure of Financial Statements	44
XV.	SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO USES OF NAMES AND MARKS.....	44
A.	Names and Marks are Owned by Franchisor.....	44
B.	Franchisee is Licensed to Use Names and Marks	45
C.	Franchisee Will Not Challenge Franchisor's Rights in Its Use of Names and Marks	47
D.	Ownership of Intellectual Property.....	48
XVI.	SPECIFIC OBLIGATIONS OF THE FRANCHISEE RELATING TO CONFIDENTIALITY OF PROPRIETARY INFORMATION	48
A.	Franchisee Shall Learn Proprietary Matters	48
B.	Franchisee's Employees Will Not Disclose Confidential Information	49
C.	Relationship with Former Franchisees	50
D.	Injunctive Relief is Available to Franchisor	51
E.	Franchisor's Patent Rights and Copyrights	51
F.	Franchisee Shall Not Contest the Franchisor's Ownership Right to Any Confidential Information, Trade Secrets, Patents or Copyrights.....	51
XVII.	SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO TAXES, PERMITS AND LAWSUITS.....	52
A.	Franchisee Must Notify Franchisor of Lawsuits	52
B.	Franchisee Must Pay Taxes Promptly	53
C.	Franchisee May Contest Tax Assessments.....	53
XVIII.	SPECIFIC OBLIGATION OF FRANCHISEE RELATING TO INDEMNIFICATION	53
XIX.	MISCELLANEOUS COVENANTS OF FRANCHISEE	54
A.	Covenants are Independent.....	54
B.	Franchisee's Principals	54
C.	Franchisee Will Not Compete Against Franchisor.....	54
D.	Exception to Covenant Not to Compete	55

E.	Franchisee Will Not Divert Business	55
F.	Franchisor Is Entitled to Injunctive Relief.....	55
G.	Covenants Are Enforceable Independent of Claims.....	56
H.	No Right of Set-Off	56
I.	Disclosure of Contact Information in FDD	56
XX.	OBLIGATIONS OF THE FRANCHISOR: SUPERVISION, ASSISTANCE AND SERVICES	56
A.	The Training Program.....	56
B.	Website	60
C.	Site Selection	60
D.	Shop Layout and Design.....	60
E.	Hiring Employees	61
F.	No Warranties Other than in Writing	61
G.	Operations Manuals	62
H.	Selecting Vendors	62
I.	Availability of Products, Supplies and Kitchen Equipment	63
J.	Advertising and Promotion.....	63
K.	Suggested Pricing for Products and Services	64
L.	Business Planning Assistance.....	64
XXI.	VARYING STANDARDS	65
XXII.	RELOCATION, ASSIGNMENT, TRANSFER, SALE OR PURCHASE OF FRANCHISED BUSINESS	65
A.	Relocation	65
B.	General Requirements for Assignment by Franchisee	65
C.	Transfer, Sale or Assignment by Franchisor and Franchisor's Right of First Refusal.....	68
D.	Transfer Upon Death or Mental Incapacity	70
E.	Transfer, Sale or Assignment to Third Party	71
F.	Resale Assistance of Franchised Business	72
XXIII.	TERMINATION OF FRANCHISE.....	72
A.	Impact of Statutes Upon Franchise Agreement	72
B.	Termination by Franchisor with Right to Cure.....	72
C.	Termination of Franchise Without Right to Cure.....	73
D.	Termination by Franchisee	76
E.	General Effect of Termination.....	76
F.	Territory Alteration as an Alternative to Termination.....	77
XXIV.	FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION	77
A.	Franchisee Shall Cease Using Names and Marks.....	77
B.	Franchisee Shall Cease Operating the Business & Refrain from Notifying Customers.....	77
C.	Franchisee May Not Adopt Confusingly Similar Names and Marks	78
D.	Franchisee Shall Cancel Assumed Names and Transfer Phone Numbers.....	78
E.	Franchisee Shall Transfer or Terminate Domain Name and Websites.....	78
F.	Franchisee Must Return Operations Manuals and Other Materials.....	79
G.	Franchisor May Purchase Assets	79
H.	Franchisee Must Pay Monies Owed to Franchisor; Liquidated Damages.....	80
XXV.	PROVISIONS RELATING TO ENFORCEMENT	80
A.	Franchisee May Not Withhold Payments Due Franchisor	80
B.	Severability	80
C.	Mediation	81

D.	Arbitration.....	81
E.	Rights of Parties Are Cumulative	82
F.	Judicial Enforcement, Injunction and Specific Performance	82
G.	Delaware Law Applies	82
H.	Attorney Fees.....	82
I.	Binding Effect.....	83
J.	Entire Agreement/Integration/No other Agreements/Manual(s) May Change	83
K.	Force Majeure.....	83
XXVI.	NOTICES	83
XXVII.	COUNTERPART.....	83
XXVIII.	TIME IS OF THE ESSENCE	84
XXIX.	APPROVALS AND WAIVERS	84
XXX.	AUTHORITY	84
XXXI.	FURTHER REPRESENTATIONS AND WARRANTIES BY THE FRANCHISEE	84
	SIGNATURE PAGE	85
	SCHEDULE 1: AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS	86
	SCHEDULE 2: PRE-EXISTING BUSINESSES	87
	SCHEDULE 3: EXECUTIVE ORDER 13224	89
	SCHEDULE 4: ADA & RELATED CERTIFICATIONS.....	90
	SCHEDULE 5: INDIVIDUAL GUARANTY.....	91
	SCHEDULE 6: COLLATERAL ASSIGNMENT OF LEASE.....	94
	SCHEDULE 7: STATEMENT OF OWNERSHIP INTERESTS AND PRINCIPALS.....	97
	SCHEDULE 8: CONFIDENTIALITY AND NON-COMPETE AGREEMENT.....	98



Stay Salty, LLC FRANCHISE AGREEMENT

PARTIES

THIS FRANCHISE AGREEMENT ("Agreement") is made by and between Stay Salty, LLC, a Delaware limited liability company, hereinafter sometimes referred to as "SSL" or "Franchisor" and that party or parties described as the Franchisee in this Agreement and on the signature line, hereinafter known as "you" or "Franchisee." If the Franchisee is a corporation or limited liability company, partnership or other entity, certain provisions of this Agreement also apply to your shareholders, members, partners or owners. Any such entity may be referred to as an "Entity" and those who own the Entity may be referred to as "Owners." For ease of reference, Stay Salty, LLC, will also be referred to as "we," "us" or "our" in this Agreement. The persons signing as Franchisee, Owners or Guarantors will also be referenced to herein individually as "you" or "yours" or collectively as "Franchisee." The Franchisor and Franchisee (sometimes collectively referred to as the "Parties" and individually as a "Party") are entering into this Agreement to evidence the agreement and understanding between the Parties as follows:

RECITALS

WHEREAS, We have devised a uniform system for the establishment and operation of a dog ice cream shop that offers a variety of different dog-friendly ice cream flavors prepared using proprietary recipes topped with a wide selection of treats along with other dog-friendly frozen products and snacks with an operational emphasis on quality and superior customer service (the "System"). Each Salty Paws® business prepares and serves dog-friendly ice cream and other frozen and fresh dog-friendly healthy snacks for over the counter pick-up or onsite consumption all of which includes: a variety of different dog-friendly ice cream flavors, our signature items (such as: our unique ice cream flavor combinations, ice cream sandwiches, brothicles, etc.), a wide selection of toppings (which are: yogurt drops, cookie crumbles and dehydrated treats), dehydrated treats sold in bulk (such as: liver, chicken, beef, duck, etc.), dog-friendly snacks sold in bulk (such as: stuffed bones, stuffed hooves, antlers, etc.), dog-friendly novelty baked goods (such as: biscuits, cupcakes, cookies, whoopie pies, cakes, bars, etc.), a small selection of prepacked ice cream (such as: ice cream sandwiches, ice cream bars, fudge bars, etc.) and bottled water for pet owners, a limited selection of dog toys (such as: stuffed animals, chew toys, etc.) and pet owner logoed apparel (such as: hats, t-shirts and sweatshirts) for sale (hereinafter referred to as "Products"), as well as offering dog party services (such as: new puppy events, birthday events, rescue events, ice cream social events, etc.) at the business premises (hereinafter referred to as "Services") at any Salty Paws® franchised location (hereinafter referred to as the "Business," "Franchise," "Franchise Business," or "Franchised Business,"); and

WHEREAS, We identify our System by means of certain trade names, service marks, trademarks, logos, emblems, trade dress and other indicia of origin, including but not limited to the mark "Salty Paws" and such other trade names, service marks, trademarks and trade dress as are now designated (or may be designated hereafter by us in writing) for use in connection with our System (referred to as the "Names and Marks," "Names" or "Marks"); and

WHEREAS, We have entered into an exclusive license (“License Agreement”) with Suzanne Tretowicz for the right to use the Names, Marks, and other property in connection with the operation of a Salty Paws® Business and have developed expertise (including confidential information) and a unique, distinctive and comprehensive System for the establishment and operation of a dog ice cream shop that serves a variety of dog-friendly ice cream and snacks for pickup or to eat on the premises; and

WHEREAS, We continue to develop, use, and control the use of such Names and Marks to identify for the public the source of Products and Services marketed thereunder and under our System, and to represent the System’s high standards of consistent quality, appearance, and service; and

WHEREAS, We have established substantial goodwill and business value in our Names and Marks, expertise and System; and

WHEREAS, We have the right to license the System, including our expertise for conducting and operating a business under the mark and design Salty Paws®; and

WHEREAS, Franchisee desires to obtain a franchise from us and we desire to sell a franchise to Franchisee for the right to use the Names and Marks and the expertise for operating a Salty Paws® Franchised Business, and to obtain the benefits and knowledge of our System including, but without limitation our: build out and design specifications, Products (including our privately labeled products which are products developed by a third-party vendor and carry our brand), Services, service standards and strategies to ensure uniformity of all products and services offered; proprietary recipes, in addition to specific product preparation, presentation and packaging standards; specifications for all products, supplies and kitchen equipment used and procedures for purchasing such items; relationships with vendors and suppliers, inventory management and cost control systems; cost and pricing strategies; operational procedures, cleanliness standards and guidelines for employee hiring, training and retention; proprietary referral, customer (dog owner) acquisition, loyalty and retention programs, social media advertising, promotional, marketing, public relations strategies and materials; record keeping, cost controls, accounting methods and reporting procedures; and in general a style, method and procedure of business operation utilizing the Names and Marks and System, all as a Franchisee of ours; and

WHEREAS, Franchisee recognizes the benefits to be derived from being identified with and licensed by us and Franchisee understands and acknowledges the importance of our high standards of quality, appearance and service and the necessity of operating the Business in conformity with our standards and specifications.

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

I. FRANCHISEE’S ACKNOWLEDGEMENT OF BUSINESS RISK AND ABSENCE OF GUARANTEE

Franchisee (and each Owner) hereby represents that Franchisee has conducted an independent investigation of our business and System and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will depend upon Franchisee’s abilities as an independent businessperson. We expressly disclaim the making of, and Franchisee acknowledges that it has not received any, warranty or guarantee, express or implied, as to the potential volume, revenues, gross income, margins, profits or success of the Business contemplated by this Agreement. Franchisee further acknowledges that none of our employees, or agents has any authority to make any statement, warranty, or guaranty of the potential volume, revenues, gross income, margins, profits or success of the Business

contemplated by this Agreement and that we have expressly instructed all of our employees not to make any warranty, guaranty, statement, or representation regarding the potential volume, revenues, gross income, margins, profits or success of the Business contemplated by this Agreement. Franchisee acknowledges that Franchisee has been given the opportunity to clarify any provision of this Agreement that Franchisee may not have initially understood and that we have advised Franchisee to have this Agreement reviewed by an attorney. Franchisee hereby releases us, our employees, shareholders, managers, our affiliated companies and agents from liability based on such representations or agreements, to the extent permitted by law or regulation.

Franchisee acknowledges that we have not made, and do not hereby make, any representation or warranty as to potential revenues, income, profits, volume or success of the Franchise or merchantability, performance, condition, fitness or suitability for the Franchisee's purposes of any component of the System or make any other representation or warranty with respect to the System. We shall not be liable to the Franchisee for, nor shall the Franchisee's obligations hereunder be affected by, any loss, claim, liability, cost, damage or expense of any kind caused, or alleged to be caused, directly or indirectly, by the System, or any Products or Services, or by an inadequacy of the System for any purpose, or by any defect in, the use or maintenance of, any repairs, servicing or adjustments of, or any interruption or loss of service or use of, the System, or any loss of business, profits, consequential or other damages of any nature.

II. FRANCHISEE'S ACKNOWLEDGMENTS CONCERNING RECEIPT AND THOROUGH EVALUATION OF AGREEMENT

Franchisee acknowledges having received, read, and understood this Agreement, the Franchise Disclosure Document, and attachments thereto. Franchisee further acknowledges that we have accorded Franchisee ample time and opportunity to consult with independent legal counsel and other advisors of its own choosing concerning the potential benefits and risks of entering into this Agreement. Franchisee acknowledges that it has received a completed copy of this Agreement, exhibits, attachments and schedules (collectively, the "Schedules") referred to herein, and agreements relating hereto, as well as the Franchise Disclosure Document at least fourteen (14) calendar days prior to the date on which this Agreement was executed and any money paid for the franchise.

Franchisee acknowledges that it has read and understands this Agreement, the Schedules and any agreements relating thereto, and that Franchisee has been advised by a representative of ours to consult with an attorney or advisor of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement prior to its execution.

Franchisee acknowledges that any statements, oral or written, by us or our agents preceding the execution of this Agreement were for informational purposes only and do not constitute any representation or warranty by us. The only representations, warranties and obligations of us are those specifically set forth in the Franchise Disclosure Document and this Agreement. Franchisee must not rely on, and the Parties do not intend to be bound by, any statement or representation not contained therein.

Franchisee acknowledges that we will not provide or designate locations for Franchisee, will not provide financial assistance to Franchisee and have made no representation that we will buy back from Franchisee any products, supplies, kitchen equipment, technology items (such as: POS system, computers or laptops, flat screen televisions, camera surveillance system, alarm system, sound system, etc.), furnishings, fixtures or signage (including menu boards) purchased by Franchisee in connection with the Business, except where we are otherwise required by law or regulation to buy back such items upon expiration or termination of this Agreement.

III. NO PROJECTED OR FORECASTED FRANCHISE SALES, PROFITS OR EARNINGS

We do not make Financial Performance Representations and have not included any such representations in the Franchise Disclosure Document.

Franchisee, and each Owner or other person related to Franchisee who executes this Agreement, acknowledges that neither we nor any officer, director, employee or agent of ours have made, and Franchisee has not received or relied upon, any express written or verbal information, representations, assurances, warranties, guarantees, inducements, promises or agreements concerning the actual, average, projected or forecasted franchise sales, revenues, profits, earnings, margins, or likelihood of success that Franchisee might expect to achieve from operating the Business (defined as “Financial Performance Representations”), except as may be in the Franchise Disclosure Document reviewed by Franchisee or its representatives.

IV. RELATIONSHIP OF THE PARTIES

A. Franchisee is an Independent Contractor

During the term of this Agreement, and any renewals or extensions hereof, the Franchisee shall hold itself out to the public at all times, as an independent contractor operating its Business pursuant to a franchise from us. This Agreement is not intended to create, and shall not be interpreted as creating, a partnership, joint venture, agency, employment or personal services or similar relationship between us and Franchisee. Franchisee agrees to take such affirmative action as may be necessary, including, without limitation, exhibiting multiple public notices of that fact, the content and display of which we shall have the right to specify. Franchisee will provide such notices on letterhead, business cards, bank account names, bank checks, and signs at the place of business. Franchisee is responsible for collecting and remitting Social Security, Medicare, unemployment contributions and/or any other mandated county, state or federal obligations and benefits on behalf of its employees. Franchisee acknowledges that we have no responsibility to ensure that Franchisee’s Business is developed and operated in compliance with all applicable laws, ordinances and regulations and that we shall have no liability in the event the development or operation of the Business violates any law, ordinance or regulation.

B. Franchisor Is Not in a Fiduciary Relationship with Franchisee

It is understood and agreed by the Parties hereto that this Agreement does not establish a fiduciary relationship between them, and that nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose whatsoever. In addition, we shall not have any fiduciary relationship to the Franchisee by virtue of the fact that we may operate a System Advertising Fund (as defined in Section X.B of this Agreement).

It is understood and agreed that nothing in this Agreement authorizes the Franchisee, and the Franchisee shall have no authority, to make any contract, agreement, warranty, lease or representation on our behalf, or to incur any debt or other obligation in our name; and that we shall in no event assume liability for, or be deemed liable hereunder or thereunder as a result of any such action; nor shall we be liable by reason of any act or omission of the Franchisee in its conduct of the Business or for any claim, liability or judgment arising therefrom against the Franchisee or us.

The Franchisee represents, warrants and agrees as follows: the Franchisee is duly organized and is

in good standing in all jurisdictions where legally required in order to carry on its business, has duly authorized the execution, delivery and performance of this Agreement and all other documents contemplated hereby, which are, or upon signing, will be binding on the Franchisee, such documents do not and will not contravene any other instrument or agreement to which the Franchisee is party and there is no pending litigation, tax claim, proceeding or dispute that may adversely affect the Franchisee's financial condition or impair its ability to perform its obligation under the terms of this Agreement.

It is understood that Franchisee will have sole responsibility for its employees and all acts of its employees, and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment (as described in Section XII.F). The Franchisee must disclose to each of its employees in writing, in a form approved by us in advance, that we are not a "joint employer" of the Franchisee's employees. The Franchisee acknowledges that we do not control the Franchisee's personnel policies, including establishing wage and hour requirements, hiring, firing, setting wages, disciplining, supervising and record keeping of employees.

V. FRANCHISE GRANT

We hereby grant to Franchisee, upon the terms and conditions herein contained and subject to this Agreement, the right, license, and privilege, and Franchisee hereby accepts a franchise under the terms and conditions set forth herein, to operate a Salty Paws® Business that has been assigned a protected territory as set forth in Section VI (referred to as the "Territory") for the entire term of this Agreement, with the right to use solely in connection therewith our Names and Marks, Products, Services, advertising and merchandising methods, and System, as each may be changed, improved and further developed from time to time only at the Accepted Location as set forth in Section VI and provided the Franchisee shall adhere to the terms and conditions hereof.

It is understood and agreed that, except as expressly provided herein or if any other agreement is executed, this franchise includes no right of Franchisee to sub franchise.

Except as provided in this Agreement, Franchisee shall be free to use the materials provided by us in the manner that Franchisee, in Franchisee's sole and absolute discretion, deems most appropriate for the operation of a Salty Paws® Business, provided that, Franchisee shall not violate any applicable law, regulation or provision of this Agreement in exercising such discretion.

VI. TERRITORY

Franchisee is not granted an exclusive territory. The Franchisee is granted a Territory that is a protected territory as defined in this Agreement. The location of the Franchise Business (referred to as the "Shop") shall be: within the State of _____ in the county of _____. If the actual Franchise Business address has not yet been chosen, the initial Territory will be defined from the following streets: _____ and _____. The final Territory will be defined from the actual Business address once chosen.

The exact "Accepted Location" for the Shop is:

The protected Territory will be: _____ miles driven from any direction of the Shop.

If the Parties do not select a Territory in which to operate the Shop prior to the signing of this Franchise Agreement, then they shall agree to it at a later date, under the terms of this Agreement. Failure to secure a lease for the Shop within ninety (90) days and/or open the Shop within one hundred and eighty (180) days from the execution of this Agreement will permit us to terminate this Agreement, as provided in Section XXIII.C. The Territory, under the terms of this Agreement, will normally include up to three (3) miles driven in any direction from the Business as defined by Google Maps or a similar computer mapping program. We reserve the right to grant a Territory that is larger or smaller than the three (3) mile area described above, in order to account for more densely or sparsely populated areas. Franchisee may not conduct business out of any other location or locations other than the Accepted Location identified above or off-site event (as described below). However, Franchisee may sell and ship Products and provide Services to anyone who comes from anywhere so long as: (i) all Products are prepared from the Accepted Location; (ii) all Products are sold and shipped from Franchisee's Accepted Location or sold at off-site events (such as: community events, consumer and/or dog shows, festivals, expos, etc.) within its Territory; (iii) all Services are performed from the Accepted Location; and (iv) all Products sold and Services performed do not result from Target Marketing activities (as defined below). However, Franchisee may be able to conduct off-site events in geographic areas outside its Territory under certain circumstances (as further described below).

The Territory will be determined by dog population determined by average statistics which includes a ratio of people-to-dog population, demographics of the surrounding area, competition, business potential, availability of appropriate sites, adequate square footage, reasonable rent or other conditions important to the successful operation of a Franchised Business as we deem appropriate. The Territory is determined once a location is chosen and approved by us and will not be altered even if there is a population increase or decrease during the term of this Agreement. The Territory is not dependent upon achievement of certain revenues, market penetration or any other contingency. The boundaries of the Territory described above shall be determined by major topographical features that clearly define contiguous areas such as: Streets, highways, freeways or other roadways, rivers, streams, mountains and underdeveloped land. We determine the size and boundaries of the protected Territory.

Franchisee must operate its Shop within the specific Territory as identified in this Section VI. If not determined when this Agreement is executed, Franchisee is responsible for selecting the site for the Accepted Location within the designated Territory specified above and in accordance with this Agreement. We must approve the site where Franchisee intends to operate the Business within its Territory before opening for operation, especially prior to Franchisee becoming obligated on a lease. Franchisee may not open the Business at any other location other than the Accepted Location that has been set forth in this Agreement or made part hereof by an addendum attached to this Agreement.

Franchisee shall not relocate a Salty Paws® Business that has been assigned a Territory, without our prior written consent (specified in Section XXII.A). We shall not establish, nor license another party or entity to establish, a Salty Paws® Business within Franchisee Territory outlined above. If Franchisee decides to open additional Businesses and buys the rights to additional Franchises, then those separate franchise agreement(s) will dictate the terms of the applicable territory (a separate Franchise Agreement is required for each additional Business as defined in Section IX.D of this Agreement). If a geographical area is unassigned, we have the right to sell or assign it, or part of it, at any time, without notice to Franchisee and Franchisee might not have right of first refusal or the option to buy the territory that was formally unassigned.

Franchisee is encouraged to directly advertise and market the Products and promote Services within its Territory. Franchisee may accept business, sell Products, serve anyone who comes from anywhere and provide Services so long as: all Products are prepared from the Accepted Location; all Products are sold and shipped from the Accepted Location or sold at off-site events (as described below) within its Territory; and all Services are performed only from Franchisee's Accepted Location. Franchisee

is encouraged to conduct off-site events to promote its Shop (such as: community events, consumer and/or dog shows, festivals, expos, etc.) so long as such off-site events are performed within its Territory. Under certain circumstances, Franchisee may be granted permission to conduct business at off-site events in other geographical areas outside its Territory (as further described below). We, company-owned locations and other franchisees also reserve the same right to sell and ship Products and provide Services to anyone who comes from anywhere without compensation to Franchisee. Franchisee is not restricted as to the geographic area into which Franchisee may attract customers, however Franchisee cannot perform any target marketing ("Target Marketing") in any other territory of another franchisee or company-owned business. The term "Target Marketing" means a concerted effort by Franchisee to solicit and obtain customers by any type of advertising or marketing directed at all or a portion of another franchisee's territory, company-owned business area or unassigned area. We shall use commercially reasonable efforts to address any Franchisee that violates this policy. Failure of Franchisee to refrain from Target Marketing, as described above, may result in termination of this Agreement as specified in Section XXIII.C.

Franchisee is prohibited from selling Products and offering Services through any alternative channels of distribution (such as on the Internet and Websites as defined below) without our written approval. If in the future Franchisee is granted permission to promote its Shop, sell Products and offer Services through an alternative channel of distribution, per our written approval, Franchisee may sell such Products and offer Services to anyone from anywhere so long as such Products are prepared and sold, and such Services are performed in the same manner as described above without compensation to any other franchisee or company-owned business. We, other franchisees and company-owned businesses are subject to the same restrictions and reserve the same right to sell Products to anyone from anywhere and offer Services through an alternative channel of distribution so long as such Products are prepared and sold from such company-owned or franchise locations and such Services are performed from such business locations without compensation to you. Our response to Franchisee's request to offer Products and Services through an alternative channel of distribution will be made by email or any other form of written communication within thirty (30) days after we receive it. Approval may be revoked in our sole discretion.

If Franchisee is asked to conduct off-site events (such as: community events, consumer and/or dog shows, festivals, expos, etc.) outside its Territory in which there is another franchise or company-owned business, Franchisee must immediately refer that request to the Salty Paws® business in that geographical area or directly to us. Franchisee must not conduct off-site events to promote its Business outside its Territory if another franchise or company-owned business is operating in that area. If the other franchise or company-owned business determines it is in the event's best interest for Franchisee to conduct such off-site event, then Franchisee can conduct such off-site event. If there is not a Salty Paws® business in that other area, then Franchisee can conduct such off-site events, however Franchisee must be prepared to refer the off-site event to another franchisee when the unassigned area is purchased. We and other franchisees and company-owned businesses must refer off-site events that are within Franchisee's Territory to Franchisee and also reserve the same right to conduct off-site events within Franchisee's Territory if it is determined, to be in the event's best interest, by the franchisee of that territory.

If during the term of this Agreement, Franchisee is unable to promptly and properly provide Products, unable to serve customers or perform Services due to excessive work or other cause; then Franchisee must immediately refer that person or business to another franchise, company-owned business or to us. Failure of Franchisee to: (i) refrain from Target Marketing and/or (ii) refer persons and/or offsite events as described herein, will result in us having the right to terminate this Agreement as specified in Section XXIII.C. For any default of this Agreement which triggers our ability to terminate, then as an alternative to termination, we have the right, in our sole discretion, to modify or eliminate any rights Franchisee may have with respect to the protected area status of the Territory, effective ten (10) days after delivery of written notice to Franchisee.

We encourage Salty Paws® businesses, when owned by different individuals, to work out a referral and advertising arrangement if they are within close proximity of each other (defined as being within a ten (10) mile radius of each other). We must be notified in writing of all such arrangements.

We may, from time to time, establish certain programs for the benefit of franchisees and the System whereby Salty Paws® franchisees will be permitted to provide Products and/or perform Services in accordance with the specifications described in any particular program established by us. Currently in effect, are our proprietary Community Give-Back Programs (as defined in Section XII.H) and National Account program. The National Account program is defined as follows:

- a) The term “National Account” means a special class of customers which may include but is not limited to large businesses, national organizations or non-profit organizations with outlets located in multiple territories and government agencies who on their own behalf or through agents, franchisees or other third parties owns, manages, controls or otherwise has responsibility for buildings or common-services in more than one location whose presence is not confined within any one particular franchisee’s Territory regardless of the aggregate contract amount of the Products and/or Services the Franchisee wishes to provide or perform. Any dispute as to whether a customer is a National Account shall be determined by us in our sole and absolute discretion and our determination shall be final and binding;
- b) We shall have the exclusive right, unless otherwise specifically delegated in writing, on behalf of ourselves, Franchisee and/or any other franchisees utilizing the Marks, to negotiate and enter into agreements or approve forms of agreement to provide Products and perform Services to National Account customers, including any affiliate, company owned or franchised locations within the Territory;
- c) Following the execution of a contract with or the acceptance of a bid by a National Account customer which contemplates the provision of Products or Services to one or more National Account customer locations within the Territory, we will, if Franchisee is qualified and conditioned upon the terms of this Agreement and any addendum hereto, provide Franchisee the option to provide such Products and perform Services pursuant to the terms and conditions of the National Account contract or on such terms and conditions as we in our sole discretion determine;
- d) If Franchisee elects not to provide Products or perform Services to a National Account customer in conformity with the terms and conditions of the National Account bid or contract, or fails to make an election within the time specified by us, of being offered the opportunity by us, we shall have the right, exercisable in our sole discretion, to:
 - i. Provide directly or through any other affiliate or franchisee utilizing our Marks, the Products and/or Services to a National Account customer location(s) located anywhere on the terms and conditions contained in the National Account bid or contract; and/or
 - ii. Contract with another party to provide Products and/or perform Services to the National Account customer location(s) located anywhere on the terms and conditions contained in the National Account bid or contract between us and the National Account customer, utilizing our Marks or any trademarks, service marks or trade names.
- e) Neither the direct provision by us (or a franchisee, affiliate or agent of ours) of Products or Services to National Account customers as authorized in (i) above, nor if we contract

with another party to provide such Products and perform Services as authorized in (ii) above, shall constitute a violation of Section VI of this Agreement relating to the Franchisee's Territory, even if such Products and/or Services are offered or performed from a location within the Franchisee's Territory. Franchisee disclaims any right to compensation for Products provided or Services performed by others pursuant to this section.

Franchisee's rights in the Territory are exactly (and only) as expressly set forth in this Section VI. Except as expressly provided in this Agreement, Franchisee has no right to exclude, control or impose conditions on the location, operation, or otherwise of present or future Salty Paws® (or any other brand) units or distribution channels of any type, franchised or company-owned, regardless of their location or proximity to the Shop and whether or not they sell Products and/or provide Services to customers within that area. Franchisee does not have any rights with respect to other and/or related businesses, products and/or services, in which we or any of our persons or entities may be involved, now or in the future.

Any rights not expressly granted to the Franchisee are reserved to us. Such rights reserved to us include but are not limited to the following:

- 1) Own and/or operate, and/or authorize others to own and/or operate:
 - a) Any kind of business in the Territory, which is not substantially similar to a Salty Paws® business, whether or not using the Marks and System and on any terms and conditions we deem appropriate; and
 - b) Any kind of business outside of the Territory, including, without limitation, Salty Paws® businesses, whether or not using Salty Paws® Marks and System and on any terms and conditions we deem appropriate;
- 2) Develop, distribute and sell Salty Paws® labeled and branded (or any other brand) products to anyone located anywhere (including within the Territory, if applicable) using any channel of distribution other than the operation of a Salty Paws® Business in the Territory and on any terms and conditions we deem appropriate (including, but not limited to, pet stores, grooming facilities, specialty dog stores, discount club chains, supermarkets, retail stores, over the Internet and/or similar venues and other channels of distribution such as television, mail, catalog sales, wholesale to unrelated retail outlets or over the Internet);
- 3) Develop or become associated with concepts other than the Salty Paws® Business franchised hereunder (including dual branding and/or other franchise systems), whether using the System and/or the Marks, and award franchises under such other concepts for businesses located and/or operating anywhere. If we become associated with a business within Franchisee's Territory that uses our Marks and System, we will make commercially reasonable efforts to maintain the protected status of Franchisee's Territory;
- 4) Acquire, be acquired by, sell our assets, sell our stock, membership units, or partnership units to, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not), with units located anywhere. Such transactions may include (but are not limited to) arrangements involving competing outlets and brand conversions (to or from the Salty Paws® Marks and System). Franchisee agrees to participate at its expense in any such conversion as instructed by

us. However, if we acquire or merge with a business within Franchisee's Territory that is similar to a Salty Paws® business, we will make commercially reasonable efforts to maintain the protected status of Franchisee's Territory;

- 5) We may choose in our Business Judgment (as defined in Section XXI of this Agreement) to advertise, offer and sell Products and/or provide Services through the Internet and other similar venues (no matter where the customer is located) without paying any compensation to Franchisee. The Internet is a channel of distribution reserved exclusively to us. Franchisee may not independently market on the Internet or conduct e-commerce, without our written consent; and
- 6) Acquire or establish any Websites utilizing a domain name incorporating one or more of the following words: cream, dog, friendly, ice, original, paw, salty, scream, shop, social, treat or any variation thereof or any other words that describe the Business as determined by us. The term "Website" includes: Internet home pages, Google my business as well as other electronic sites (such as social networking sites like Yelp, Instagram, Facebook, Twitter, LinkedIn, blogs and other applications). Currently Franchisee is required to participate in Facebook, Instagram and Yelp. Other than Facebook, Instagram and Yelp Franchisee shall not establish a Website on the Internet using any domain name containing the words listed above or any variation thereof. Franchisee acknowledges that we have all right, title and interest in and to such domain names, as we shall designate in the Operations Manual. Franchisee must comply with our requirements regarding discussing, advertising or disseminating any information, or otherwise having a presence on a Website, regarding the Business. If we approve a separate Website (which we are not obligated to do), then each of the following provisions will apply: (i) Franchisee may neither establish nor use any Website without our prior written approval; (ii) before establishing any Website, Franchisee must submit to us, for our prior written approval, a sample of the proposed Website, including its domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including meta-tags), in the form and manner we may require; and all such work must be performed by us, our affiliates or approved vendors; (iii) Franchisee must not use or modify a Website without our prior written approval; (iv) Franchisee must comply with the standards and specifications for Websites that we may periodically prescribe in the Operations Manual or otherwise in writing; and (v) if we require, Franchisee must establish hyperlinks to our Website and other Websites; and (vi) Neither Franchisee nor any of its employees shall post any information regarding us, our members, managers, officers, or employees, or the System, on any Website or any internet site, without our prior written approval, nor any disparaging statement either during or after termination or expiration of the Agreement. Further, Franchisee shall monitor its employees to prevent them from making any such postings. We retain the right to pre-approve Franchisee's use of linking and framing between the Franchisee's website and all other Websites. The Franchisee shall within five (5) days, dismantle any blogs, frames and links between the Franchisee's websites and any other Websites and cause any advertisements to be removed, if and as requested by us.

We may provide Franchisee, subject to certain terms and conditions, with options, rights of first refusal or similar rights to acquire additional franchises in other areas or areas contiguous to the Territory. Franchisee's Territory may be altered during the initial term, but only: (i) by mutual consent in writing; (ii) at the time of transfer or renewal as a condition to transfer or renewal; or (iii) for any default of this Agreement which triggers our ability to terminate as described above.

VII. TERM AND RENEWAL OF AGREEMENT

A. Term

The franchise herein granted for a Salty Paws® Business, shall be for a term of five (5) years from the date of execution and acceptance (the “Effective Date”) of this Agreement by us and subject to earlier termination as herein provided.

B. Renewal

Franchisee shall have the option to renew this Agreement for up to two (2) additional terms of five (5) years each, provided we are still offering franchises at that time, and further subject to the following conditions, all of which must be met prior to renewal:

1. Franchisee shall give us written notice of its election to renew not more than twelve (12) months and not less than six (6) months prior to the end of the then current term. We will respond to Franchisee’s written notice to renew no later than thirty (30) days after receipt of such notice by email or any other form of written communication;
2. Franchisee must not be in default under any provision of the Agreement, any amendment hereof or successor hereto, or any other agreement between us and Franchisee, and Franchisee shall have complied with all the terms and conditions of all such agreements during the terms thereof;
3. Franchisee’s right to renew is contingent on satisfactory performance of and full compliance with this Agreement and any renewal agreement. We may refuse to renew or extend the Franchise if: (a) Franchisee has failed to use its best efforts to operate the Franchised Business to our satisfaction; (b) the Franchise is terminable by law or under this Agreement; (c) Franchisee fails to give timely written notice of its exercise of its renewal option; (d) we are withdrawing from franchising in the geographic market Franchisee serves; (e) Franchisee fails to satisfy our then-current standards for new franchisees or (f) Franchisee is in default of this Agreement;
4. Franchisee shall have satisfied all monetary obligations owed by Franchisee to us and our affiliates, and shall have timely met these obligations throughout the previous term;
5. Franchisee shall execute our then-current form of Agreement, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement. Franchisee will also be required to pay a flat renewal fee of two thousand five hundred dollars (\$2,500) and renewal may be for the same protected area as outlined in Section VI;
6. Franchisee shall comply with our then-current qualification and training requirements;
7. Franchisee must execute a general release, in a form prescribed by us releasing any and all claims against us and our affiliates, and their respective owners, officers, directors, agents and employees, if such release is not in conflict with any local, state or federal laws; and

8. Franchisee shall upgrade, remodel and/or refurbish the Business (both inside and outside) to meet our then-current standards. graphics, signage and all kitchen equipment, furnishing, fixtures, technology items (such as: POS system, computers or laptops, flat screen televisions, camera surveillance system, alarm system, sound system, etc.) located at the Shop must be updated to meet our then-current requirements. All remodeling, modernization, redecoration, or replacements will be completed at Franchisee's expense in accordance with our standards and specifications.

VIII. FRANCHISEE'S INITIAL INVESTMENT

The Franchisee's initial investment will vary depending upon the size of the Business, build out expenses, amount of kitchen equipment and inventory Franchisee purchases, if Franchisee leases or purchases its kitchen equipment, number of employees Franchisee hires, time of year when Franchisee opens for business, implementation of a marketing plan, Franchisee's management skills, current economic conditions, competition in the surrounding area, and other factors.

Franchisee hereby certifies that he or she has reviewed the estimated initial investment and start-up costs as detailed in the Franchise Disclosure Document and has sufficient cash resources available to meet said expenses. These start-up costs include the Initial Franchise Fee.

IX. FRANCHISEE'S INITIAL FRANCHISE FEE

A. Initial Franchise Fee and Payment

By executing this Franchise Agreement, the applicant agrees to become a Franchisee and pay an Initial Franchise Fee in the amount of twenty-five thousand dollars (\$25,000) for a Salty Paws® Business. This Initial Franchise Fee includes the right to operate a single Salty Paws® Business in a Territory that is up to three (3) miles driven in any direction from the Shop determined by boundaries as described in Section VI of this Agreement. The Initial Franchise Fee includes an affiliate website housed within our national website that will include access to our intranet system, access to a self-study program (and related materials) to be completed prior to Franchisee attending our initial training program, a ten (10) day initial training program at corporate headquarters, manuals and up to five (5) days of onsite guidance for either pre-opening or grand opening assistance.

The Initial Franchise Fee is due upon execution of this Franchise Agreement. The Initial Franchise Fee is uniform as to all persons currently acquiring a Franchise, and is non-refundable. The Initial Franchise Fee shall be paid in a lump sum in United States funds and shall be deemed fully earned upon the opening of the Business for the deliverables as described above in Section IX.A.

B. Time Limit for Opening the Business

The Franchisee shall maintain the Shop in accordance with the provisions and requirements of Section XII hereof and must secure a lease that has been approved by us (as described in Section XII.S) within ninety (90) days of the execution of this Franchise Agreement ("Effective Date") and/or open the Shop for operation (the "Opening") within one hundred eighty (180) days from the date of execution of this Franchise Agreement. The Opening requires that Franchisee has qualified for and has obtained all necessary licenses and permits needed to sell Products and perform Services. We may, in our discretion, grant Franchisee one sixty (60) day extension within which to secure a lease and/or open the Shop.

Upon Franchisee's failure to (i) agree on a Territory and/or acquire a lease within ninety (90) days from the Effective Date; and/or (ii) timely satisfy the Opening requirement within one hundred eighty (180) days from the Effective Date; then we may, at our sole discretion, terminate the Franchise and this Agreement and retain all fees paid by Franchisee, without breach of this Agreement by us as specified in Section XXIII.C.

During the term of this Agreement, the Accepted Location shall be used exclusively for operating a Franchised Business and shall be located within the Territory. In the event the Shop shall be damaged or destroyed by fire or other casualty, or be required to be repaired, Franchisee shall commence the required repair of the Shop within thirty (30) days from the date of such casualty or notice of such governmental requirement (or such lesser period as shall be designated by such governmental requirement), and shall complete all required repairs as soon as possible thereafter, in continuity, but in no event later than ninety (90) days from the date of such casualty or requirement of such governmental notice. The minimum acceptable appearance for the restored Shop will be that which existed just prior to the casualty; however, every effort should be made to have the restored Shop include the then-current image, design and specifications of a Salty Paws® business.

As between us and the Franchisee, the Franchisee shall bear the entire risk of any damage, loss, theft or destruction to the Shop from any cause whatsoever or requisition of the Shop by any governmental entity or the taking of title to the Shop by eminent domain or otherwise (collectively, "Loss"). The Franchisee shall advise us in writing within ten (10) days of any such Loss. No such Loss shall relieve the Franchisee of the obligation to pay Royalty Fees and all other amounts owed hereunder. In the event of any such Loss, we, at our option, may: (a) if the Loss has not materially impaired the Shop (in our reasonable Business Judgment), require that the Franchisee, upon our demand, place the Shop in good condition and repair reasonably satisfactory to us as mentioned above; or (b) if the Loss has materially impaired the Shop and it is substantially destroyed, (in our sole judgment), we may require the Franchisee to repair the existing Shop or find an alternative location within the Territory within ninety (90) days or soonest possible timeframe according to Franchisee's lease. We may extend this period an additional thirty (30) days at our discretion and failure of Franchisee to comply may result in termination of this Agreement. Upon termination, the Franchisee must return to us the System (including all materials), and we have the first right of refusal to purchase all Assets (as described in Section XXIV.G), but any such purchase price will be reduced to account for the Loss the Franchisee incurred.

It is understood and agreed that, except as expressly provided herein, this Agreement includes no right of Franchisee to sub franchise, which means for the Franchisee to act as a seller of Salty Paws® franchises.

C. Cooperation Required

Franchisee shall cooperate reasonably with us to ensure that the various actions occur which are necessary to obtain acceptance by us of the Business location. In particular, Franchisee shall furnish any pertinent information as may be reasonably requested by us regarding Franchisee's Business and finances.

D. Establishing Additional Franchise Businesses

If Franchisee desires to establish and operate additional Salty Paws® businesses, we may in our sole discretion, grant Franchisee the right to operate a second Business (and any additional Businesses thereafter) for a reduced Franchise Fee of fifteen thousand dollars (\$15,000) each. Franchisee must meet minimum conditions: (a) Franchisee must have satisfied our then-current qualifications and training requirements; (b) Franchisee must execute our then-current franchise agreement; and (c) the Franchisee

must not be in default of any terms of this Agreement plus any other requirements to purchase an additional franchise.

X. OTHER FEES

A. Royalty Fees

In addition to the Initial Franchise Fee described in Section IX above, the following recurring or isolated payments are required to be made by the Franchisee. The Franchisee shall pay to us a “Royalty Fee” of five percent (5%) of total Gross Revenues for each calendar month and is to be received as we specify in writing. The Royalty Fee is due on the fifth (5th) day of each month (for the prior month). The Royalty Fee begins when Franchisee’s Business is open for operation and continues for the term of this Agreement. The Royalty Fee is uniform as to all persons currently acquiring a Salty Paws® franchise and is nonrefundable. If the Franchise Agreement is terminated, Franchisee may be required to continue such royalty payments as described in Section XXIV.H.

As defined in this Agreement, “Gross Revenue” shall include all revenue accrued from the performance of services in, at, upon, about, through or from the Business (including at off-site events), whether for cash or credit and regardless of collection in the case of credit, and income of every kind and nature related to the Business. Gross Revenue also includes fair market value for any product or service Franchise receives in barter or exchange for its Products or Services in addition to all insurance proceeds and/or condemnation awards for loss of sales, profits or business. The sale of Products and performance of Services on any alternative channels of distribution (if we authorize any such activity in the future, for example on the Internet, mobile devices, etc.) or away from the Accepted Location (such as at off-site events) is also included in computing Gross Revenue. However, Gross Revenue shall not include: (i) revenues from any sales taxes or other add on taxes collected by Franchisee for transmittal to the appropriate taxing authority; (ii) gratuities paid by customers to Franchisee’s employees; (iii) the amount of refunds or voided transactions under two percent (2%) Franchisee in good faith gives to customers and customer refunds of previous payments Franchisee made; and (iv) the retail value of any complimentary (free) Products and/or Services offered to customers or employees up to a maximum of one half percent (½ %) of Gross Revenues for the Business. We have the right to change, modify or discontinue Franchisee’s ability to exclude the amount of refunds and voided transactions and/or complimentary Products and/or Services, from Franchisee’s Gross Revenue calculation for any reason whatsoever upon ninety (90) days’ written notice to Franchisee.

Any payment or report not actually received by us on or before the specified date shall be deemed overdue. If any payment is overdue, in addition to the right to exercise all rights and remedies available to us under this Agreement, Franchisee shall pay us a fee of twenty-five dollars (\$25), in addition to the overdue amount, interest on such amount from the date it was due until paid at the rate of one and one half percent (1.5%) per month or the maximum rate allowed by the laws of the state in which Franchisee’s Shop is located or any successor or substitute law (referred to as the “Default Rate”), until paid in full.

B. System Advertising Fee

Franchisee will pay a System Advertising Fee equal to one percent (1%) of Gross Revenues per calendar month to be paid in the same manner as the royalty obligation that begins immediately once the Business is open for operation and continues for the term of the Agreement (as defined in Section X.A). The System Advertising Fee can be increased by us and such increase will not exceed three percent (3%) of Franchisee’s Gross Revenues in any calendar year (and for the term). If we increase the System Advertising Fee, Franchisee will be given ninety (90) days’ notice prior to such increase.

The System Advertising Fee is to be received by us on the 5th day of each month for the previous month's Gross Revenue (as defined above in Section X.A). This fee will be deposited into our System Advertising Account (the "Fund") for ongoing technology, new product development or kitchen equipment development, and such national advertising or public relations programs as we, in our sole discretion, may deem appropriate to promote the Marks. The Fund may also be used for local franchisee group advertising or marketing and Franchisee advisory council expenses; local, regional, national or international advertising or marketing; administration of advertising and marketing (including salaries, accounting, collection, legal and other costs), related expenses and any media (including media production costs) or agency costs. We will direct all such programs, and will have sole discretion over the creative concepts, materials, endorsements and media used in such programs, and the placement or allocation of such programs. We reserve the right to determine in our sole discretion the composition of all geographic territories and market areas for the implementation and development of such programs. Salty Paws® businesses owned or operated by us or our affiliates will contribute on the same basis to the Fund.

We may disclose the identity of vendors who pay promotional allowances to us upon request and only after Franchisee's signing an appropriate non-disclosure agreement. If we require Franchisee to buy items from a vendor who pays these allowances, we may do one of the following: (i) place all or some of the allowances in the Fund or (ii) spend them directly on related advertising. This does not apply to fees we receive from purchases that are not required to be made from a specified source. We are not obligated to spend more on advertising and marketing than the amount of the Fund. Any unspent balance in the Fund at the end of the year may be carried over to later years and used for the purposes described in this Agreement. Neither we nor any of our owners, managers, officers or employees has any fiduciary duty to the Franchisee regarding any System Advertising Fund. Franchisee's failure to pay required System Advertising Fees is a material breach of this Agreement, subjecting Franchisee to all remedies at law and as set forth in this Agreement. We may remove Franchisee from advertising or marketing materials without notice if Franchisee fails to timely remit its System Advertising Fee.

C. Local Advertising

Franchisee must spend a minimum of seven hundred fifty dollars (\$750) each quarter on local advertising and promotion, in addition to payment of the System Advertising Fee required above. This local advertising requirement starts the fourth (4th) month after the Franchisee's Business is deemed open for operation (as defined in Section X.A). We shall have the right to approve or disapprove any advertising proposed for use by Franchisee. Franchisee will spend at least three thousand dollars (\$3,000) on "grand opening" marketing and promotion one month prior to opening its Shop and two months after its Shop is open for operation; therefore, the Local Advertising Requirement for Franchisee's first quarter will be prorated taking into account the amount spent for grand opening during the first quarter Franchisee's Shop was open for operation. Franchisee may choose to advertise the Business any way it chooses so long as such advertisements and marketing materials are approved by us (as described in Section XII.L) and are in the format as specified in our operations manual.

D. Electronic Funds Transfer

We reserve the right to require Franchisee to remit fees and other amounts due to us hereunder via electronic funds transfer or other similar means utilizing our approved computer system or otherwise. If we notify Franchisee to use such payment method, Franchisee agrees to comply with procedures specified by us and/or perform such acts and deliver and execute such documents including authorization, in the form attached to this Agreement as Schedule 1 "Authorization Agreement for Prearranged Payments" for direct debits from Franchisees' business bank operating account, as may be necessary to assist in or accomplish payment by such method. Under this procedure, Franchisee shall authorize us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees

and other amounts payable to us and any interest and related processing fees charged due thereon. Franchisee shall make funds available to us for withdrawal by electronic transfer no later than the due date for these payments. If Franchisee has not timely reported its Gross Revenue to us (as defined in Section X.A) for any reporting period, then we shall be authorized, at our option, to debit Franchisee's account in an amount equal to (a) the fees transferred from Franchisee's account for the last reporting period for which a report of the Business's Gross Revenue was provided to us as required hereunder or (b) the amount due based on information retrieved from our approved POS or computer system (whichever is greater).

E. POS Software and Usage Fee

Franchisee will be required to use specific point of sale "POS" system and software for the operation of the Shop and must use our approved vendors for such system and software. The POS software is specific to the retail industry that manages everything from tracking inventory to sales and incorporates reporting functionality. The fee is for POS support, the usage of the software in addition to ongoing software support and is currently eighty to one hundred dollars (\$80-\$100) per month for an unlimited number of POS systems and users at its Shop and is paid to our approved vendors.

It is Franchisee's responsibility to install, maintain and upgrade any hardware necessary to operate the POS software at its own expense. The use of the POS software, as described above, may require Franchisee to sign a third-party license agreement. Franchisee will have sole authority and control over the use of such software, day-to-day operations of the Business and its employees. At no time, will Franchisee's employees be deemed to be employees of ours. Franchisee acknowledges that technology and software fees may be changed in response to any increase in the United States Consumer price Index; if we, our vendors or the manufacturers of such technology and/or software make more functionality and/or features available; or if we or our vendors believe that conditions in the overall economy or in the market for such software functionality warrant any change in fees. We, at our sole discretion, may change such software requirements (including fees, programs, codes and/or vendors) at any time and will provide Franchisee with ninety (90) days' written notice to implement such changes. Franchisee acknowledges that Franchisee must comply with such changes in software requirements at its own expense. If Franchisee fails to use our approved POS system and software described above and/or fails to comply with our POS software and usage fee requirements as stated above, such failure will be deemed a material breach of this Agreement subjecting Franchisee to all remedies at law and as described in Section XXIII.C of this Agreement.

F. Inspection Fee

To maintain the highest degree of quality and service, we reserve the right to charge Franchisee a one thousand five hundred-dollar (\$1,500) inspection fee if we or our affiliates inspect the Shop and it does not pass the inspection for a second time in any two (2) year period. We may, at our sole discretion, change such inspection fees at any time and will provide Franchisee with ninety (90) days' written notice prior to implementing such changes. Franchisee acknowledges that Franchisee must comply with such changes in inspection fee requirements at its own expense. The foregoing shall be in addition to any other remedies we may have pursuant to this Agreement.

G. Website Edits, Updates, Changes and Promotion Fee

We, our affiliates and/or approved vendors will perform all website edits, changes, updates, content revision and perform all website promotions over the Internet for Franchisee. Franchisee will pay a rate of

sixty-five to one hundred twenty-five dollars (\$65-\$125) per hour (or current fair market rates) to us, our affiliates or approved vendors for such services. Any requests for changes, edits or updates to Franchisee's website or any type of website promotion over the Internet must be approved by us in writing and the work is to be performed by either us, our affiliates or approved vendors. We shall approve or deny Franchisee's request, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request by email or any other form of written communication. We may change such website maintenance, update and promotion requirements, at our sole discretion, and Franchisee shall have ninety (90) days after receipt of our written notice within which to adhere to the new website maintenance, update and promotion requirements at Franchisee's expense, without any liability to us. If Franchisee fails to comply with our new website edit, update, changes, maintenance and promotion requirements within the timeframe mentioned above, such failure may be deemed a material breach of this Agreement subjecting Franchisee to all remedies at law and as set forth in this Agreement.

H. Product, Vendor and Equipment Testing Assessment Fee

Franchisee will pay an assessment fee for our approval of any product, vendor, supplier or any piece of equipment (to the extent not then on our list of approved products, vendors or kitchen equipment), which may also require third party testing. The assessment fee is one hundred dollars (\$100) for a single product and/or vendor or supplier that Franchisee wishes to offer, use and/or substitute in its Shop. The fee for any type of kitchen equipment testing is a minimum of three hundred dollars (\$300) per piece or the actual cost incurred by us. We may waive these fees if the products, vendors, suppliers and/or pieces of kitchen equipment that the Franchisee selects meet our requirements and make it on our approved list of products, vendors or suppliers and kitchen equipment for all franchise locations.

Franchisee must obtain our written approval for such products, vendors or suppliers and any type of kitchen equipment Franchisee wishes to offer or use in its Shop (as described in Section XII.I of this Agreement). We will have thirty (30) days following the receipt of Franchisee's written request to approve or disapprove proposed products, vendors, suppliers and equipment. Such approval or disapproval shall be made by email or any other form of written communication. We will provide such approval via email or any other form of written communication. If we do not approve the proposed products, vendors or suppliers and equipment by written communication to Franchisee within this thirty (30) day period, all such items will be deemed disapproved. Franchisee also acknowledges that the cost for third party testing is Franchisee's responsibility.

I. Advertising Cooperative Fee

We may establish one or more advertising cooperatives from time to time and, further, may modify, terminate and reform any existing advertising cooperative at any time in our sole discretion. If the Franchised Business operates within a designated marketing area for which an approved advertising cooperative exists, you will contribute to the advertising cooperative the amounts required by the cooperative up to 2% of the Gross Revenues of the Franchised Business during each Reporting Period. Any such payments made to any cooperative will count towards satisfaction of your minimum local advertising spending. All Salty Paws Shops that we or our Affiliates operate will participate in and contribute to any advertising cooperative that we establish for the designated marketing area in which they are located on the same basis as the Franchised Business in the designated marketing area. We will administer the cooperative unless we designate another administrator. Since we have not yet formed an advertising cooperative, there are no governing documents available for your review.

XI. FINANCING ARRANGEMENTS

Franchisee hereby acknowledges that financing is the responsibility of the Franchisee. We do not

finance or guarantee the obligations of the Franchisee for a Salty Paws® Business. The Initial Franchise Fee is due and payable upon execution of this Agreement and as set forth in Section IX.A of this Agreement.

XII. GENERAL OBLIGATIONS OF FRANCHISEE

A. Follow Operations Manual and Directives of Franchisor

Franchisee agrees that use of our System and adherence to our Operations Manual (the “Operations Manual” or “Manual”) and compliance with our standardized design and specifications for decor and uniformity of the Shop are essential to the image and goodwill thereof. The Manual contains mandatory and suggested specifications for the Shop, standards and operating procedures and further define Franchisee’s obligations under this Agreement. We may change or add to the Manual to reflect changes in our image, specifications and procedures and methods of operation and will lend Franchisee copies of any changes or additions. Franchisee shall cooperate and assist us with any type of marketing research program, which we may institute from time to time. Franchisee’s cooperation and assistance shall include, but not be limited to, the distribution, display and collection of surveys, comment cards, questionnaires, evaluations and similar items.

B. Operate Franchised Business Only

Franchisee shall use the System and the Names and Marks provided to Franchisee by us for the operation of the Shop and shall not use them in connection with any other line of business or any other activity. Neither Franchisee, nor any of its employees, may conduct any business at the Shop other than that authorized pursuant to this Agreement, without our prior written approval. Neither Franchisee, nor any of its employees, may conduct any activity at the Shop or in connection therewith which is illegal, or which could result in damage to our Names and/or Marks or our reputation and goodwill. Franchisee will not allow the Franchised Business to be used for any immoral, unethical, unauthorized or illegal purpose.

Franchisee must conduct all business through its Shop unless otherwise approved by us in writing. Franchisee must disclose to us any pre-existing businesses and if Franchisee is converting their existing business into a Salty Paws® Business then Franchisee agrees to deliver to us, along with a signed copy of this Agreement, the Schedule 2 “Pre-Existing Businesses” attached to this Agreement.

C. Comply with Laws

Franchisee shall comply with all federal, state and local laws, ordinances, zoning laws, transportation laws, health and safety ordinances, laws and regulations that may be required for full and proper operation of the Business franchised under this Agreement in Franchisee’s state of operation. Franchisee’s Business may be subject to local health inspection laws. Health laws are intended to reduce illnesses and may cover issues such as: inspections for cleanliness and compliance, storage and packaging, size of facilities, allowed food products, product storage, etc. The Association of American Feed Control Officials (“AAFCO”) promotes standards and attempts to regulate the quality and safety of pet food in the United States, however is not a government regulatory authority. The Department of Agriculture may require inspections and certain labeling on products. You must know such laws and regulations in your locality and must make sure that you and all your employees who work in your Shop comply with any such laws and regulations as well as obtain any licenses, certifications or permits required by your locality for selling Products and offering Services in your Shop. In addition, Franchisee must also comply with all

consumer protection laws and regulations, including compliance with federal and/or state solicitation, telemarketing (for example, the “do not call” registry), email solicitation, privacy and consumer credit and collection laws are generally applicable to all businesses that sell directly to the end-user. Such laws include but are not limited to: wage and hour laws, labor laws, Workers’ Compensation and unemployment laws, laws relating to non-discrimination in hiring and accessibility, zoning laws, transportation laws, fire codes and building construction, health and safety ordinances, Equal Employment Opportunity Commission (“EEOC”), Federal Trade Commission (“FTC”) laws and other laws and regulations that may be required for full and proper operation of the Business franchised under this Agreement in Franchisee’s state of operation. There are also many state and local laws and regulations detailing how to define independent contractors for different purposes, such as tax, effect of applicable employment laws, unemployment compensation and workers’ compensation that Franchisee is responsible for knowing. Our standards may exceed any and all of the requirements of said laws and regulations. In addition, Franchisee must maintain an above average rating or score for all health department inspections and failure to do so may result in termination as described in Section XXIII.C.

In addition, with respect to all credit card transactions and customer information obtained through credit card usage, Franchisee agrees to diligently comply with all laws and rules regarding such usage and Franchisee will protect the privacy of credit card customers. Franchisee must be at all times in compliance with the Payment Card Industry Data Security Standards (“PCI Compliant”). Copies of any and all notices, inspection reports or other communication from any governmental entity with respect to the conduct of a Salty Paws® Business which indicates the Franchisee’s failure to meet or maintain governmental standards, or less than substantial compliance by the Franchisee with any applicable law, rule or regulation, shall be forwarded to us within five (5) days of the Franchisee’s receipt thereof. Franchisee agrees to indemnify us under Section XVIII of this Agreement which includes any claims arising out of Franchisee’s failure to perform its obligations as described above.

It is Franchisee’s sole responsibility and absolute obligation to research all applicable federal, state and local laws and regulations governing the operation of a Salty Paws® Business. Franchisee must secure and maintain in force all required licenses, permits and certificates relating to the operation of its Business and must at all times operate the Business in full compliance with all applicable laws, ordinances and regulations (including without limitation, regulations relating to fictitious name registrations, sales tax permits, fire clearances, safety, truth in advertising, occupational hazards, indoor air quality, health, laws relating to non-discrimination in hiring and accessibility, worker’s compensation and unemployment insurance). In addition, Franchisee must comply with consumer protection laws and regulations concerning product preparation, handling and storage, “Truth in Menu” concerning menu item names, product content, labeling and nutritional claims. We make no representations or assurances as to what inspections, licenses, permits, authorizations or otherwise will be required for Franchisee in the Franchisee’s area in connection with its Business. It is Franchisee’s sole responsibility to identify and obtain all licenses, permits, certifications and authorizations necessary for operation. Franchisee agrees to maintain high standards of honesty, integrity, fair dealing and ethical conduct in all business activities.

Franchisee agrees to comply and/or assist us in our compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to antiterrorist activities, including without limitation the U.S. Patriot Act, Executive Order 13224 and related U.S. Treasury and/or other regulations. In connection with such compliance efforts, Franchisee agrees not to enter into any prohibited transactions and to properly perform any currency reporting and other activities relating to the Franchise Business as may be required by law. Franchisee is solely responsible for ascertaining what actions must be taken by Franchisee to comply with all such laws, orders and/or regulations, and specifically acknowledge and agree that Franchisee’s indemnification responsibilities as provided in Section XVIII pertain to Franchisee’s obligations hereunder. Franchisee agrees to sign and deliver to us, along with a signed copy of this Agreement, the attached Schedule 3 “Executive Order 13224 and Related Certifications.”

A Salty Paws® business is designed, constructed and is to be operated in compliance with all local, state and federal laws, including (without limitation) the American with Disabilities Act (“ADA”). Even though we may have designed the Business space, Franchisee is responsible for compliance with all applicable federal, State and local laws and regulations concerning access by customers with disabilities. Any required modifications to the Shop must first be approved by us and are Franchisee’s sole responsibility and expense. Franchisee agrees to execute and deliver to us an ADA Certification in the form attached to this Agreement as Schedule 4 before Franchisee opens the Business and to confirm and certify that the Business and any proposed renovations comply with the ADA requirements.

D. Maintain Confidentiality of Proprietary Information

Neither Franchisee nor any of its Owners if you are an Entity, officers, directors, agents, employees or independent contractors, except as required in the performance of the duties contemplated by this Agreement, may disclose or use at any time, whether during the term of this Agreement or thereafter, any confidential and proprietary information disclosed to or known by Franchisee or any such person as a result of this Agreement. Such information, includes, but shall not be limited to our confidential matters and trade secrets such as our: strategies for site acquisition, build-out, design and décor specifications; distinctive Products (including our privately labeled products which are products developed by a third-party vendor and carry our brand), Services, proprietary recipes, in addition to specific product preparation, presentation and packaging standards; service strategies, standards and our proprietary community give-back programs; operational techniques, strategies, methods and procedures; specifications for all products, supplies and kitchen equipment; purchasing strategies, inventory management systems, vendors and supplier relationships, cost and pricing strategies, procedures for cleanliness, merchandising, safety, sanitation and quality control; guidelines for hiring, training and retaining employees; our Operations Manual, photographs, video presentations, website, intranet system, third-party software, forms, contracts, record keeping and reporting procedures; proprietary referral, customer (dog owner) acquisition, loyalty and retention programs; social media and public relations strategies, advertising, marketing and promotional materials; proprietary information conceived, originated, discovered, or developed by Franchisee or by any employee of Franchisee which is not generally known in the trade or industry about our Products or Services, including information relating to discoveries, ideas, production, purchasing, accounting, engineering, website development and design, marketing and selling of our Products and Services (collectively referred to as “Confidential Information” and further defined in Section XVI.A of this Agreement).

Franchisee further acknowledges that the Confidential Information was unknown to Franchisee prior to negotiation for and execution of this Agreement and that the unique and novel combination of our “know how,” Products, Services, proprietary recipes, specific product preparation and packaging methods, techniques and procedures developed by us and licensed to Franchisee for the operation of a Salty Paws® Business are particular to the pet and retail industry conducted by a Salty Paws® Business. Franchisee agrees to take all steps necessary, at Franchisee’s expense, to protect the Confidential Information and shall not release it to any person that does not have a need to know, including employees, agents and independent contractors,

either during the term or after the termination or expiration of this Agreement without our prior written consent.

Franchisee further agrees that it will not contest in any litigation, arbitration, mediation, or in any other manner our ownership rights to any or all of the above Confidential Information.

Franchisee shall at all times maintain the Shop in a clean, orderly condition and in first class repair in accordance with all maintenance and operating standards set forth in the Manual. Franchisee shall make, at Franchisee's expense, all additions, repairs, replacements improvements and alterations that may be determined by us to be necessary so that the facilities which are viewed by the public will conform to the uniform corporate image, as may be prescribed by us from time to time. Franchisee shall undertake and complete such additions, repairs, replacements, improvements and alterations within the time and under the terms and conditions, which we may reasonably specify.

E. Maintain and Renovate the Shop

If at any time, in our sole and absolute discretion, the general state of repair, appearance or cleanliness of the Shop or its kitchen equipment, fixtures, furnishings or signage does not meet our standards, Franchisee expressly agrees that we have the right to notify Franchisee, specifying the action Franchisee must take to correct the deficiency. If Franchisee does not initiate action to correct such deficiencies within ten (10) days after Franchisee receives notice from us, and then does not continue in good faith and with due diligence, a bona fide program to complete any required maintenance and refurbishing, we have the right, in addition to all other remedies, to enter the premises of the Business and do any required maintenance or refurbishing on Franchisee's behalf, and Franchisee agrees to reimburse us on demand for any expenses we incur.

Franchisee shall maintain and renovate the Shop at its expense, to conform to our design, trade dress, color schemes, and presentation of Marks consistent with our designated image, including, without limitation, remodeling, redecoration and modifications to existing improvements.

F. Maintain Competent Staff

We will create and make available to Franchisee and its Owners (if Franchisee is an Entity), training programs and other selected training materials, as we deem appropriate. Franchisee must staff a position to have day-to-day supervision for the operation and management of the Shop (referred to as "Manager") and the identity of the Manager must at all times be disclosed to us. Franchisee's Shop must be personally managed on a full-time basis by a Manager who has successfully completed our mandatory training and meets our then-current standards. The Manager may, but need not, be Franchisee or one of the Owners of the Business and must be responsible for overseeing the general management of Franchisee's Business; however, this does not relieve Franchisee of its responsibilities to do so. Franchisee's Manager must be readily and continuously available to us. Franchisee will keep us advised, in writing, of all management personnel involved in the operation of the Business. Upon termination of employment of Franchisee's Manager, Franchisee must appoint a successor within sixty (60) days and train such replacement Manager (who we may disapprove in our sole and absolute discretion) in accordance with our training program at its expense. Franchisee's replacement Manager may attend our training program for a fee and subject to space availability. Currently the fee is two hundred dollars (\$200) per person per day as described in Section XX.A of this Agreement. Franchisee, its Owners and/or Manager is responsible for all travel, room and board and food. We have the right to require that Franchisee's Manager be at the Business for any inspection we, our affiliates or third parties conduct.

Franchisee acknowledges that it is Franchisee's sole and absolute responsibility to hire and train employees for various positions and any administrative staff (referred to as "Employees") in an effort to make all Products and effectively execute Services according to our standards as outlined in the Operations Manual and Section XX.E of this Agreement. As Franchisee hires Employees, Franchisee can negotiate any rate for such services that is consistent with applicable federal and state laws and regulations. Franchisee is solely responsible for Employee's terms of employment, compensation and the proper training in the operation of the Business. Franchisee is also solely responsible for Employee's terms of employment, compensation and the proper training in the operation of a Salty Paws® Business. As Franchisee hires a Manager and Employees, Franchisee can negotiate any rate for such services that is consistent with applicable federal and state laws and regulations. Franchisee is solely responsible for all employment decisions and functions, including hiring, firing, establishing wage and hour requirements, training, disciplining, supervising, performance and record keeping. Franchisee acknowledges that at no time will Franchisee or any of its Employees be deemed to be employed by us.

Franchisee must not use unethical or illegal tactics to recruit employees. Franchisee shall properly hire Employees per our guidelines and standards (subject to applicable employee protection laws) which may include carefully screening Employees by the use of background checks before employing them, to ascertain fitness for employment. Specifically, Franchisee is strongly encouraged to use its best efforts, including taking every action required by applicable laws especially related to criminal background checks of persons working in the Business, to ensure that no person is employed who has a record of theft, child molestation or abuse, immoral conduct, drug, alcohol or substance abuse; criminal behavior or any other pattern of conduct which might jeopardize the welfare of the customers or reflect adversely on our reputation or the System (if Franchisee chooses to perform background checks). Franchisee will indemnify us (as described in Section XVIII) for all claims arising out of or relating to Franchisee's employees and Franchisee's hiring, firing and discipline decisions regarding employees including payment of wages, overtime and any applicable benefits, as well as failure of Franchisee to utilize background checks on any potential employee.

Franchisee will require its Employees to wear uniform dress bearing one or more of the Marks while working at the Shop which shall be of such design and color as we may prescribe from time to time, as set forth in the Operations Manual.

Franchisee will keep us advised, in writing, of all management and non-management personnel involved in the operation of the Business.

G. Open Business within Time Limit

Time is of the essence. Franchisee must secure a lease within ninety (90) days of the execution of this Franchise Agreement and open the Business for operation within one hundred eighty (180) days of the date of execution of this Franchise Agreement which includes having obtained our approval prior to opening, subject to Section IX.B of this Agreement. Prior to opening, Franchisee shall complete, to our satisfaction, all the build-out and preparations of the Shop, in accordance with specifications set forth in the Operations Manual, and as required by local governmental agencies, including installation of all kitchen equipment, furnishings, fixtures and signage (including menu boards); acquire all technology items (such as: POS system, computers or laptops, flat screen televisions, camera surveillance system, alarm system, sound system, etc.) and an inventory of products and supplies; complete the self-study program we provide to Franchisee and complete our initial training program; and provision to us of all required local information, artwork and photos for the completion of the Franchisee's website.

H. Operate Business in Strict Conformity to Requirements

Franchisee cannot implement, offer, perform or sell any other product, service or program unless approved by us in writing. We will respond to Franchisee's request to implement, offer, perform or sell a new product, service or program by email or any other form of written communication within thirty (30) days from the date the request is received. We shall have the right to require, as a condition of its approval and review, that Franchisee submit to us all materials and supporting documentation describing the product, service or program Franchisee wishes to implement, offer, perform and/or sell in its Business. The cost of such investigation for approval shall be paid by the Franchisee (if applicable) and we shall not be liable for denying Franchisee's request. Failure of Franchisees to adhere to these guidelines will result in termination of this Agreement as specified in Section XXIII.C.

Franchisee agrees to fully comply with all mandatory specifications, standards, operating procedures and rules in effect which may change from time to time relating to safety, maintenance, cleanliness, sanitation, merchandising and presentation standards (we will provide Franchisee with a written list of merchandising and presentation standards during the initial training program), usage of software, function and appearance of the Shop and its kitchen equipment, décor and signage (including menu boards). Nothing in this Agreement shall be construed to imply or establish an obligation on our part to incur any liability to Franchisee for any loss of revenue incurred by Franchisee as a result of our decision to change, modify or discontinue our specifications, standards, operating procedures. Franchisee agrees that we have the right, in our sole discretion, to change, modify, add or discontinue any such specifications, standards and operating procedures. We will provide Franchisee with ninety (90) days' notice to implement such specifications, standards and operating procedure changes and Franchisee agrees to immediately comply with such changes at its own expense. Failure of Franchisee to adhere to our: specifications, standards and operating procedure requirements, as described above, may result in termination as described in Section XXIII.C of this Agreement.

Franchisee must accept credit cards and debit cards and other types of payments as specified by us, which may change from time to time. Franchisee shall also offer for sale, and will honor any incentive, coupon or gift cards, rewards and/or loyalty program or Community Give-Back Programs (as described above), which we may institute from time to time, and Franchisee shall do so in compliance with our standards and procedures for such programs to the extent permitted by the laws of the Franchisee's state. These programs may include, without limitation, membership programs, repetitive use for service programs, co-op programs and other local and national activities. Franchisee's full and complete participation in such programs is required. Except as otherwise provided herein, compliance and participation shall be at Franchisee's expense.

Franchisee must respond promptly to all inquiries and complaints in order to achieve customer satisfaction. If Franchisee does not provide its customers with satisfactory service and/or fails to resolve complaints at the time the complaint is registered; or if Franchisee does not adhere to our level of service standards or this Agreement, we may, in addition to other remedies, provide the Products or complete the Services and bill the Franchisee's customer for such Products and/or Services. Franchisee shall reimburse us for any expense incurred. In addition, there may be other System oriented programs designed to promote to the public the quality care and service provided by a Salty Paws® business that we may wish to implement on a system-wide basis and advertise and market. Franchisee shall be required to participate in the then-current specials, discounts or promotions as may be developed by and as may be modified periodically by us, in our sole discretion.

Franchisee recognizes that one of our primary methods of communication with franchisees is through email, mobile texting, newsletters and/or memos we may periodically publish and an intranet system we will provide to franchisees on our website. Franchisee is responsible for knowing all the

information contained in the emails, mobile texts, newsletters, memos and the intranet system and complying with any standards and specifications provided within them. We may establish and change the specifications, standards and/or procedures for the operation of the Business through our emails, mobile texts, newsletters, memos and intranet system. We will have no obligation for the hosting of the intranet system (for example if hosting company goes down or shuts down the intranet system for maintenance or security reasons) or to maintain the intranet system indefinitely and may dismantle it at any time without notice and liability to Franchisee and the following will apply:

- (1) We have established policies and procedures for use of the intranet system. These policies, procedures and other terms of use may address the issues such as (i) restrictions on the use of abusive, slanderous or otherwise offensive language in electronic communications; (ii) restrictions on communications between or among franchisees that endorse or encourage breach of any agreement with us; (iii) confidentiality of materials that we transmit; (iv) password protocols and other security procedures; (v) grounds for suspending, or revoking Franchisee's access to the intranet system; (vi) restrictions on copyright and other intellectual property infringement matters; and (vii) a privacy policy governing our access to and use of electronic communications that franchisees submit on the intranet system. Franchisee acknowledges that as administrator of the intranet system, we can access and view any communication that anyone posts on the intranet system. Franchisee further acknowledges that the intranet system and all communications that are posted to it will become our property, free of any claims of privacy or privilege that Franchisee or any other person may assert.
- (2) Franchisee agrees to purchase and install all necessary additions to its POS system, computers and/or laptops and to establish and to continuously maintain an electronic connection with our intranet system to allow us to send messages to and receive messages from Franchisee. Franchisee's obligation to maintain connectivity with the intranet system will continue until expiration or termination of this Agreement.
- (3) We may use part of the System Advertising Fund that we collect under this Agreement to develop, maintain and further develop the intranet system.

We may require Franchisee to join and participate in various industry specific local or national associations. Such associations may include but are not limited to the Better Business Bureau Association and Chamber of Commerce. These associations are deemed invaluable and necessary for the continued growth of the Business. Franchisee's full and complete participation in such programs and associations are required. Except as otherwise provided herein, compliance and participation shall be at Franchisee's expense, including membership fees and related costs.

In the marketing and operation of Franchisee's Business, Franchisee will use each of, and only, the contracts, waivers and/or other forms and/or materials as are designated by us periodically. However, Franchisee may stay subject to the landlord's lease, as long as the lease contains all of the terms and conditions required by this Agreement; the lease is adjusted to accommodate this Agreement (ideally the lease is coterminous with this Agreement but not required); and Franchisee may execute its lender's standard promissory note, personal guaranty and security agreement provided that the terms and conditions of any promissory note, personal guaranty and security agreement do not affect or impair this Agreement, or any of our rights or remedies under this Agreement. If Franchisee has two or more Owners or it is an Entity, then Franchisee must submit a copy of its Operating Agreement, Partnership Agreement, or Shareholders Agreement and bylaws, as applicable for our review prior to execution as specified in Section XII.R of this Agreement.

All advertising, promotions and public relations by Franchisee in any medium shall be conducted in a dignified manner and shall conform to our standards and requirements as set forth in the Operations

Manual. Franchisee shall have the right to sell Products and offer Services at any prices or rates Franchisee may determine, except that we reserve the right to establish minimum and maximum prices for any given Product or Service system wide to the extent allowed by federal and state laws. To clarify, Franchisee agrees that we have the right, in our sole discretion, to establish minimum and maximum prices for any Product or rates for any Service system wide, temporarily (for a limited period of time), in specific geographic areas or in conjunction with any promotional and/or marketing program so long as such decisions are made with the honest belief that the measure we are adopting will help everyone in the System meet competition and succeed in the marketplace. Franchisee is prohibited from heavily discounting Products and Services offered for sale and must adhere to our minimum and maximum pricing and rate guidelines, except as otherwise provided by applicable federal or state laws. If Franchisee elects to sell or offer any Product or Service at any price or rate recommended by us, Franchisee acknowledges that we have made no guarantee or warranty that offering such Products or Services at the recommended price or rate will enhance Franchisee's revenues, sales or profits. Franchisee shall participate in and comply with all sales, promotional programs, marketing programs and/or product promotions promulgated by us periodically.

I. Use Approved Products, Supplies, Kitchen Equipment, Vendors and Suppliers

Franchisee acknowledges that we have spent considerable time in developing the Products, Services, standards, processes, methods and technology used in the operation of a Salty Paws® Business. Accordingly, Franchisee acknowledges that Franchisee is to use only approved products, supplies, kitchen equipment, vendors, suppliers and services that includes, but is not limited to: kitchen equipment (such as ice cream dipping freezers, commercial grade freezers, display freezers, commercial blenders, etc.), products (such as: dry ingredients different types of dog-friendly ice cream toppings, dog friendly snacks and baked goods, etc.), our privately labeled products (which are which are products that have been developed and are owned by a third party vendor, all of which carry our brand such as: powder ice cream container mixes, pre-packed powder bases and dehydrated treats), supplies (such as kitchen utensils, small wares, paper goods, disposables, packaging materials, etc.), furnishing and fixtures, technology items (such as: POS system, computers or laptops, flat screen televisions, camera surveillance system, alarm system, sound system, etc.), software, signage (which includes menu boards), uniforms, merchant services, POS and technology support service providers, security alarm providers, promotional merchandise and printed advertising materials necessary for the operation of the Business. We may derive income through license fees, promotional fees, advertising allowances, rebates or other monies paid by approved vendors and/or suppliers. We do not know the precise basis of these payments because we have never previously collected them. If we require Franchisee to buy products, supplies or kitchen equipment from us, the price and quality will be comparable to similar products, supplies and kitchen equipment from other sources. We may take a portion of that income to spend on advertising or place in a separate franchise advertising account. If we require Franchisee to buy products, supplies, kitchen equipment or services from a vendor that pays such allowances, we may spend all such fees on related advertising or may place them in the advertising account Fund as described in Section X.B of this Agreement. If we don't require the purchase, we need not place such fees in a separate account or use them on advertising. Franchisee agrees that we may periodically and upon written notice, add to, modify or change such approved products, supplies, kitchen equipment, vendors and suppliers and there is no limit in our right to do so. Franchisee promises to promptly accept and implement, in the operation of the Business, all such additions, modifications and changes at Franchisee's expense. In addition, Franchisee acknowledges that:

1. We have spent considerable time designing the decoration and outfitting of a Salty Paws® business with kitchen equipment, furnishing, fixtures, décor items and signage. This is part of our trade dress. Franchisee must purchase such items from us and/or our affiliates or approved vendors as specified in the Operations Manual and Section XII.T of this Agreement.

2. To ensure the consistent high quality and uniformity of Products and Services provided by Salty Paws® Franchised Businesses, Franchisee must lease or purchase products, supplies, kitchen equipment and services (as described above) for use in the operation of a Salty Paws® Business, from us, our affiliates or approved vendors who demonstrate to our continuing satisfaction an ability to meet our standards and specifications. We are not liable to Franchisee for any loss or damage, or deemed to be in breach of this Agreement, if we, our affiliates or approved vendors and/or suppliers cannot deliver, or cause to be delivered, Franchisee's order of products, supplies or kitchen equipment where such items are out-of-stock or discontinued. Franchisee is prohibited from purchasing or leasing products, supplies, kitchen equipment and services from unapproved vendors and/or suppliers who are not on our approved list without our written approval. We shall approve or deny Franchisee's request, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request. Such approval or disapproval shall be made by e-mail or any other form of written communication. Failure of Franchisee to purchase such items from us, our affiliates or approved vendors and/or supplies and use such unapproved items in the operation of its Business may result in termination of this Agreement as specified in Section XXIII.C of this Agreement.
3. In approving any vendor or supplier we may consider factors such as: price, quality, composition, performance, accuracy of product claims, durability, safety, technical specifications, frequency of delivery, design, service maintenance programs, determination of quality control, value, customer service strength, prompt attention to complaints, litigation against the supplier, reputation of supplier, any product recalls instituted by the United States Consumer Product Safety Commission, the supplier's financial strength and capacity to supply franchisee's needs promptly, reliably, and cost effectively. All vendors and suppliers must be approved in writing by us and may be disapproved by us anytime thereafter. If Franchisee desires to lease or purchase unapproved equipment, products, supplies or services from unapproved vendors, Franchisee shall submit to us a written request for such approval. We shall approve or deny Franchisee's request, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request. Such approval or disapproval shall be made by email or any other form of written communication. We shall have the right to require, as a condition of our approval and review, that our representatives are permitted to inspect the facilities of the proposed vendor and that the proposed item is delivered to us or our designee for testing. The cost of such inspection and testing shall be paid by Franchisee, vendor or supplier and we shall not be liable for damage to or for the return of any sample and Franchisee may be responsible for the product, vendor and equipment assessment fee as described in Section X.H of this Agreement. We reserve the right, at any time, to re-inspect the facilities and to retest the product or kitchen equipment of any approved vendor and to revoke any approval if the vendor fails to continue to meet our high standards.
4. Franchisee will not make any claims against us or our affiliates with respect to any vendor and/or related supplier for products, supplies, kitchen equipment (as described above) or any other related products or supplies necessary for the operation of the Business (and/or our designation of, or our relationship with, any vendor/supplier/products). WE MAKE NO WARRANTIES REGARDING ANY VENDOR EQUIPMENT, PRODUCTS OR SUPPLIES, AND HEREBY DISCLAIM THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTY OF QUALITY OF COMPUTER PROGRAMS, THE IMPLIED WARRANTY OF SYSTEM INTEGRATION, AND THE IMPLIED WARRANTY OF INFORMATION CONTENT. WE MAKE NO WARRANTY THAT ANY VENDOR PROVIDED SOFTWARE WILL BE BUG FREE, VIRUS FREE, OR FREE OF TROJAN HORSES OR FREE OF WORMS. FRANCHISEE HEREBY AGREES THAT

- SUCH DISCLAIMER IS AN ESSENTIAL PART OF THE BARGAIN, AND THAT THE FRANCHISOR WOULD NOT HAVE ENTERED INTO THIS TRANSACTION ABSENT SUCH DISCLAIMER. Any claim with respect to any vendor-related and/or similar matters shall be made only against the vendor in question. Franchisee will provide us with written notice prior to taking any action in connection with such a claim. We will use diligent efforts to assist Franchisee in resolving any disputes with vendors approved and/or designated by us.
5. Franchisee will be required to use and offer for sale any and all privately labeled and branded merchandise or Proprietary Products developed by us, which will be listed in the Operations Manual. The term “Proprietary Products” is defined as all products, supplies, kitchen equipment, apparel, retail items or other merchandise for sale and marketing materials which are branded with our Marks and all of which must be purchased by the Franchisee either directly from us, our affiliates or approved vendors, unless the Franchisee has submitted and received written approval from us to use an alternate supplier. Failure of Franchisee to use and/or offer for sale Proprietary Products will result in termination of this agreement as specified in Section XXIII.C of this Agreement.
 6. Franchisee acknowledges that we do not now, but may in the future require Franchisee to maintain in inventory a minimum representation of products and Proprietary Products in its Business “Minimum Representation” shall be defined as the continuous maintenance of an amount of products and/or Proprietary Products meeting requirements as defined in the Operations Manual. Franchisee shall at all times comply with our Minimum Representation requirements, if any, and the terms of any auto-ship requirements (currently we do not have any auto-ship requirements, however do require that Franchisee purchase updates for all advertising, promotional and marketing materials and miscellaneous forms when designated as mandatory by us and as specified in the Operations Manual). If we require Franchisee to carry a Minimum Representation of products or Proprietary Products in the future, we will provide Franchisee with written notice and Franchisee will have ninety (90) days to comply with such requirement. If a particular product does not sell well in the Franchisee’s Shop, Franchisee may request that that specific item be removed from the Business and the required Minimum Representation list (if applicable). We shall approve or deny Franchisee’s request, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee’s written request. Such approval or disapproval shall be made by e-mail or any other form of written communication.
 7. Franchisee shall not make any changes to any product, Proprietary Products or any third-party products or kitchen equipment including modifying kitchen equipment, changing the containers, packaging, labeling, promotional materials, advertising, cartons or the like without our or the manufacturer’s prior written approval, which may be withheld in the sole discretion of us or the manufacturer. Failure to adhere to these guidelines will result in termination of this Agreement as specified in Section XXIII.C of this Agreement.
 8. Franchisee may not independently act as an exclusive distributor for any third-party vendor or secure any exclusive rights to distribute products, kitchen equipment and/or Proprietary Products or third-party products inside or outside the structure or adjacent structures where the Accepted Location is located without our written consent. We shall approve or deny Franchisee’s request, which approval is in our sole discretion, within thirty (30) days of our receipt of Franchisee’s written request. Failure to adhere to these guidelines or will result in termination of this agreement as specified in Section XXIII.C of this Agreement.
 9. Franchisee shall not manufacture or produce any piece of equipment or any product that is similar to, or competes with any of our Products, Proprietary Products or third-party product

- or kitchen equipment, or in any channel of distribution selling similar products or kitchen equipment without the advanced written consent of us or the manufacturer, which may be granted or denied in our or the manufacturer's sole discretion. Violation of this shall be grounds for immediate termination as specified in Section XXIII.C of this Agreement.
10. Franchisee must inspect all kitchen equipment and products promptly upon receipt and may reject any kitchen equipment or product that fails in any material respect to conform to manufacturer's description (if applicable). Any kitchen equipment or product that has not been rejected will be considered accepted. Rejected kitchen equipment or products must be returned to the manufacturer within three (3) business days of the date on which manufacturer authorizes the return or as manufacturer specifies.
 11. Notwithstanding anything to the contrary contained in this Agreement, Franchisee acknowledges and agrees that, at our sole option, we may establish strategic alliances or preferred vendor programs with national or regionally-known suppliers who are willing to supply all or some Salty Paws® businesses with some or all of the products, supplies, kitchen equipment (as defined above) and/or other products or services that we require for use and/or sale in the development and/or operation of the Business. In this event, we may limit the number of approved vendors with whom Franchisee may deal, designate sources that Franchisee must use for some or all of the above items and/or refuse any of Franchisee's requests to approve vendors or suppliers if we believe that this action is in the best interests of the System. We shall have unlimited discretion to approve or disapprove of the vendors who may be permitted to sell such items to franchisees.
 12. Franchisee agrees to lease or purchase, use, maintain and update at Franchisee's expense all technology items and software meeting our specifications, as we may modify them. Franchisee will be required to purchase such items from us, our affiliates or approved vendors. We reserve the right to have independent access to all information that Franchisee stores in any POS system, computer, laptop, tablet or software related to the Business. Franchisee agrees to comply with our then-current Terms of Use and Privacy Policies and any other upgrade requirements regarding such items and software, including Internet usage. Supplier and/or licensor charges for use, maintenance, support and/or updates of and to the required systems are the Franchisee's responsibility.
 13. We cannot estimate the future costs of the technology items (as described above) or required service or support, and although these costs might not be fully amortizable over this Agreement's remaining term, Franchisee agrees to incur the costs of obtaining such items (including any additions and modifications) and required networking and technology support services. We have no obligation to reimburse Franchisee for any technology item, software, networking or technology support costs. Within ninety (90) days after Franchisee receives notice from us, Franchisee agrees to obtain the technology item components and software that we designate and to ensure that Franchisee's technology items and software as modified, is functioning properly.
 14. Franchisee may be required to use our proprietary software for the operation of the Business (currently not in effect). If we develop proprietary software and require Franchisee to use such software, we will provide Franchisee with a ninety (90) day written notice to purchase (if applicable) and use such software for the operation of its Business. If developed, we will provide all update and upgrade requirements for the proprietary software as necessary. The installation, maintenance, repairs and upgrade costs for the proprietary software will be the responsibility of the Franchisee. Usage of any propriety software ("Software"), if developed, will be subject to the following terms:

- a. Franchisee will use our Software on a POS system or computer that: (i) meets our POS system and/or computer hardware specifications; and (ii) is located at Franchisee's Business or on a backup system if the original computer is inoperable. Franchisee will be licensed to use our Software only for Franchisee's internal, in-house data processing and data communications purposes and only in connection with the Business and not for re-marketing or redistribution under any circumstances;
- b. Franchisee acknowledges and agrees that we (or any of our affiliates) will be the sole and exclusive owner of all right, title and interest in and to our Software, including all trade secrets and copyrights related to the Software, subject only to the rights we expressly license to Franchisee in this Agreement. This license will not provide Franchisee with title or ownership of the Software, but only a limited right of use. Franchisee agrees that Franchisee will not contest or otherwise seek to share, diminish or invalidate our ownership rights in our Software;
- c. Franchisee will not modify the Software in any way without our prior written consent. Franchisee will promptly disclose to us all ideas and suggestions for modifications or enhancements to the Software that Franchisee conceives or develops, and we will have the right to use such ideas and suggestions. We shall own all copyrights and other intellectual property rights to all modifications and suggestions proposed by Franchisee. The term "all copyrights and other intellectual property rights" shall mean all means, methods, and process, by all media whether now known or hereinafter invented, including complete and entire interactive rights and rights to derivative works. This Agreement shall be a work for hire. In the event that a court of competent jurisdiction holds that this Agreement is not a work for hire, then the Franchisee agrees to execute all documents that we deem is necessary to assign all copyright and other intellectual property rights to us. All modifications or enhancements made to the Software will be our property and belong exclusively to us, without regard to the source or creator of the modification or enhancement, however we may provide incentive programs for such contributions;
- d. We will have the right at all times to access Software and to retrieve, analyze and use all the data related to the Business in Franchisee's files stored on Franchisee's POS system, computers, laptops, tablets or any other device. Additionally, Franchisee will electronically transfer all files and reports related to the Business to us on our request. All information related to the Business that Franchisee stores in any POS system, computer, laptop or tablet shall become our confidential and proprietary information, and subject to all of the terms and conditions of this Agreement regarding our Confidential Information.
- e. Franchisee and Franchisee's employees will not make available the Software, or portions thereof, to any person other than Franchisee or its employees without our prior written consent. Franchisee agrees that Franchisee will not: (i) copy the Software except as necessary for use in the Business; (ii) translate, reverse engineer, reverse compile, disassemble, modify, alter, or change, or create derivative works based on the Software; or (iii) sublicense, rent, lease, sell, convey, assign, or otherwise transfer the Software or any portion thereof, or any rights therein, to any person or entity. Failure to adhere to these guidelines or allowing unauthorized usage of the Software may result in termination of this Agreement as specified in Section XXIII.C of this Agreement;

- f. Franchisee acknowledges and agrees that the Software, if developed, will be our valuable, proprietary product, the design and development of which took the investment of considerable time, money and effort of skilled computer programmers. Franchisee will keep the Software and any data generated by the use of the Software confidential during and after the term of this Agreement and will maintain security precautions to maintain the secrecy of the Software and to prevent unauthorized access or use of the Software. Franchisee agrees that it will treat the Software as confidential and that the Software will contain substantial trade secrets of ours that we have entrusted to Franchisee in confidence to use only as we authorize under this Agreement. We hereby claim and reserve all rights and benefits afforded under copyright law, patent law, trade secret law, intellectual property law and other laws relating to confidential and proprietary material. Franchisee agrees not to improperly use, disseminate, or disclose the Software, and to ensure that Franchisee's employees who gain access to the Software will protect the Software against improper use, dissemination or disclosure;
- g. ANY SOFTWARE SHALL BE PROVIDED ON AN "AS-IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES AGAINST INFRINGEMENT ARE HEREBY DISCLAIMED EXCEPT WE REPRESENT THAT WE HAVE SUFFICIENT AUTHORIZATION TO LICENSE THE SOFTWARE TO FRANCHISEE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE MEET FRANCHISEE'S REQUIREMENTS OR THAT THE USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. WE MAKE NO WARRANTIES THAT THE SOFTWARE IS FREE FROM BUGS, VIRUSES, TROJAN HORSES, OR WORMS. WE MAKE NO WARRANTY REGARDING ANY OPEN SOURCE SOFTWARE CONTAINED IN THE SOFTWARE. In no event will we be liable to you for damages, including any lost profits, lost savings, or other incidental or consequential damages, relating to the use of or inability to use the Software, even if we have been advised of the possibility of such damages, or for any claim by any other party. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Agreement have been breached or proven ineffective;
- h. Franchisee acknowledges and agrees that Franchisee's license to the Software will terminate immediately and automatically should Franchisee fail to adhere to any of Franchisee's obligations under this license or if this Agreement expires or is terminated for any reason;
- i. Franchisee acknowledges and agrees that any violation by Franchisee of the provisions of the Software license would cause us irreparable harm for which we would have no adequate remedy at law; and that, in addition to other remedies available to us, we will be entitled to seek injunctive relief against any such violation;
- j. In the event Franchisee fails to adhere to any of Franchisee's obligations under this Agreement, or is no longer a franchisee of ours, or this Agreement expires or terminates for any reason, Franchisee will immediately (within five (5) days) terminate the use of the Software and destroy any and all material or information related to the Software or any data generated by use of the Software unless we specifically instruct otherwise; and

- k. Franchisee must update all POS systems and computers upon our request to optimize performance of the Software.
15. Franchisee acknowledges that neither we nor our affiliates, will have any liability and/or obligation (and neither Franchisee or any of its managing partners, managing members, members, shareholders or other Owners of Franchisee will make any claims) about any loss of data, loss of information, inability to use, failures, errors or any other occurrences relating to any technology item (as defined above) or software without an express written warranty from us, even if recommended or specified by us. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting themselves from these problems. Franchisee must also take reasonable steps to verify that information about Franchisee's suppliers, lenders, landlords, customers, and governmental agencies upon which Franchisee relies, is reasonably protected. This may include taking reasonable steps to secure Franchisee's systems, including, but not limited to, firewalls, access code protection, anti-virus systems and use of backup systems.
16. We may set standards or specifications for leases and real estate at our discretion. We have set standards and specifications for the construction and build-out of the Business; and all kitchen equipment, furniture, fixtures, décor items and signage used, including our subjective determinations relating to quality, value and appearance.

Nothing in this Agreement shall be construed to be a promise or guarantee by us as to the continued existence of any particular product or piece of kitchen equipment, nor shall any provision herein imply or establish an obligation on our part and our affiliates to sell kitchen equipment, products or supplies to Franchisee if Franchisee is in arrears on any payment to us, our affiliates, or any other designated vendor or approved supplier, or otherwise is in default under this Agreement. If Franchisee fails to pay in advance in full for each shipment of such items (if applicable), we or our affiliates shall not be obligated to sell such items to Franchisee.

J. Use Approved Design and Signage for the Shop

In operating a Salty Paws® Business, Franchisee must adhere to our signage (including menu boards) standards and utilize signage designs (including on any vehicle if Franchisee chooses to use a vehicle to advertise the Business) in accordance with our standards and specifications or required by us. Franchisee may use an approved supplier for signage or submit an alternate supplier to us for approval. Franchisee shall purchase or lease, subject to local building codes and regulations, such signs that provide maximum displays of our Names and Marks. Franchisee shall be responsible for obtaining and equipping the Shop with the signage that is approved for use by us from time to time. The color, size, design and location of said signs shall be as specified and/or approved by us. Franchisee shall not place additional signs, posters or newspaper racks in addition to unapproved video, vending or gaming machines and/or other similar devices and décor items in the Shop without our prior written consent.

K. Participation in the Operation of the Business

It is strongly encouraged that Franchisee (or one of its Owners) participate in the day-to-day operation of the Business. Whether or not Franchisee (or its Owners) are involved in the day-to-day operation of the Business, Franchisee agrees that the Business must be at all times under the operation of a Manager approved by us. Franchisee agrees that the Manager will oversee the operations of the Shop and

supervise all Employees. The Manager will also be responsible for providing continuing guidance, oversight, day-to-day management, enforce all product preparation, presentation, packaging and customer service standards and properly process all paperwork, reports and complaints.

L. Advertising the Business

Franchisee agrees to create a local advertising and marketing plan by which Franchisee shall place local advertising in any media it desires, provided that such advertising materials conform to our standards and requirements as set forth in our Operations Manual or otherwise designated by us. Such advertising may include but is not limited to: Any telephone, email, Internet, domain name, electronic network, directory and listings of the Shop per our written approval. All items mentioned are our property and on termination will revert to us. Franchisee agrees to execute any and all documents needed to perfect such reversions. Franchisee shall not advertise the Franchise Business in connection with any other business, except with our prior written approval. Franchisee shall obtain our prior approval of all unapproved advertising and promotional plans and materials that Franchisee desires to use thirty (30) days before the start of any such plans and/or materials. Franchisee shall submit such unapproved plans and materials to us (by personal delivery, electronically or through the mail). Franchisee shall not use such plans or materials until they have been approved by us and shall promptly discontinue use of any advertising or promotional plans and materials upon our request. We shall approve or deny Franchisee's request by email or any other form of written communication, which approval is in our sole discretion within thirty (30) days of receipt of Franchisee's request. Any plans or materials submitted by Franchisee to us, which have not been approved or disapproved in writing, within such thirty (30) days period shall automatically be deemed not approved.

Franchisee will not independently advertise or promote in any media (including on any Website as defined in Section VI) without our prior written approval, except when using materials previously approved by us. We, our affiliates and/or approved vendors will perform all content revision to Franchisee's website and Franchisee is responsible for any costs related to such revisions. Any requests for changes, edits or updates to Franchisee's website or any type of website promotion over the Internet must be approved by us in writing. We shall approve or deny Franchisee's request by e-mail or any other form of written communication, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request. Franchisee will participate at its own expense and cooperate with all advertising and promotional programs we or any advertising group of franchisees selects, including any franchise marketing council we may implement. Franchisee may be required to follow or maintain sales pricing for Products and Services. We will set minimum and maximum prices and suggest pricing to the extent allowed by law.

Franchisee, its Owners and Manager shall at all times use its best efforts to promote and increase recognition of the Products and Services offered by the Business pursuant to the System and Operations Manual, to affect the widest and best possible distribution of Products and Services from the Shop and to devote its best efforts to growing the Franchise Business.

M. Maintain Business Hours

We require that Franchisee's Business is open for operation a minimum of five days a week from 9am-6pm, except for holidays (as specified in the Operations Manual). The only exception to the above is if Franchisee is given written permission by us to operate at a lesser period; or if the hours of operation for the Shop are required by the lease of the premises on which the Shop is operated. Mondays and Tuesdays are optional. It is required that Franchisee maintains a telephone answering system to take messages in addition to monitoring an email address for the Business and respond to customers outside of regular business hours.

N. Maintain Uniform Operating Standards

Franchisee understands and acknowledges that every detail in the operation of the Business is important to the Franchisee, us and other franchisees in order to develop and maintain uniform operating standards, to increase the demand for the Products and Services offered by the Business under the System, and to protect our Marks, reputation and goodwill.

Franchisee acknowledges and agrees that the System must continue to evolve in order to reflect changing market conditions and meet new and changing customer demands. As a consequence, changes, modifications and variations to the System's standards may be required from time to time to preserve and enhance the public image of the System and enhance the operational efficiency of all franchises.

Franchisee therefore agrees that we may periodically and upon written notice, add to, modify or change the System, including without limitation the adoption and use of new or modified trademarks, Products, Services, programs (such as our Community Give-Back Programs), kitchen equipment, signage, décor, purchasing strategies, inventory requirements, merchandising, presentation standards, vendors and suppliers; operational strategies, procedures and methods (including recipes, product preparation, presentation and packaging standards); customer service standards, methodologies, employee hiring and training guidelines, retention programs, advertising, sales and marketing strategies. Franchisee promises to promptly accept, implement, use and display in the operation of the Business, all such additions, modifications and changes at Franchisee's expense.

Franchisee agrees to maintain high standards of honesty, integrity, fair dealing and ethical conduct in all business activities. Franchisee will not engage in any services, trade practices, abusive, excessive, or illegal collection techniques or other activity; or sell any product or offer any service which we determine to be harmful to our goodwill or to reflect unfavorably on us or our reputation, the Franchised Business, or the Products sold and Services offered; or which constitutes deceptive or unfair competition, results in unfounded litigation against Franchisee's customers or otherwise is in violation of any applicable laws. The above limitations are closely related to the business image, purpose and marketing strategy of the System, and therefore any change therefrom would fundamentally change the nature of the Business;

We will not require Franchisee to make any changes, modifications and/or variations to the System that are not required of all franchisees (unless such change, modification or variation relates only to certain franchisees due to one or more unique factors such as geographic location, local laws, regulations or customs); further we may periodically meet with representative groups of franchisees and solicit their input prior to the implementation of any material change or modification. Franchisee's failure to comply with additions, modifications or changes to the System within ninety (90) days' written notice is an incurable default as described in Section XXIII.C of this Agreement.

O. Telephone Number of Business and Website

Franchisee understands and agrees that the telephone number(s), the URL address, website, Websites for the Business (in addition to any mobile phone numbers) constitute a part of the System and are subject to the restrictions of this Agreement. Accordingly, Franchisee shall not change the telephone number(s), URL address, website or Websites for the Business without prior notice and written approval by us. Franchisee shall advertise and publicize the telephone number(s), the URL address, website and Website for the Business in the manner prescribed by us. As stated above, all telephone numbers, URL addresses, website, Websites, Internet or similar

connections, directory and listings used in the Franchised Business are our property and upon termination will revert to us.

P. Disclose Discoveries and Ideas to Franchisor

Franchisee shall promptly disclose to us all products, services, equipment, discoveries, concepts, methods, techniques, recipes, formulas, processes, photographs, video presentations, promotions, operational procedures, inventions or ideas, whether patentable or not, relating to our business, which are conceived or made by Franchisee or any Owner, agent, employee or independent contractor of Franchisee solely or jointly with others, during the term of this Agreement, whether or not our facilities, materials, or personnel are utilized in the conception or making of such discoveries or ideas. Franchisee hereby acknowledges and agrees that all such products, services, equipment, discoveries, concepts, methods, techniques, recipes, formulas, processes, photographs, video presentations, promotions, operational procedures, inventions or ideas are the exclusive property of us, and that we shall have no obligation to compensate the Franchisee for any such discovery or idea. However, as a matter of corporate policy, we may, in our sole discretion, create an incentive program to reward Franchisee, its officers, directors, managers, members, partners or shareholders for any such new product, service, equipment, discovery, concept, method, technique, recipe, formula, photograph, video presentation, process or improvement that we implement throughout the System. Franchisee, its officers, directors, managers, members, partners or shareholders agree to execute all documents deemed reasonably necessary by us to assign all such patent, trade secret, trademark, and copyright rights in any Franchisee discovery or idea to us. Franchisee, its officers, directors, agents and employees agree to execute any and all documents deemed reasonably necessary by us to carry out such assignment. The term “all copyright and intellectual property rights” shall mean all means, methods, and process, by all media whether now known or hereinafter invented, including complete and entire interactive rights and rights to derivative works. The purpose of this clause is to ensure that ideas for improvements to the System that may be generated by franchisees within the System will be distributed to the other franchisees as a benefit of belonging to the System. The Franchisee agrees to execute all documents that we deem reasonably necessary to carry out such transfer of intellectual property rights to us.

Q. Permit Franchisor to Enter Business

Franchisee shall permit us and our agents or representatives to enter the Shop during normal business hours for the purpose of conducting inspections without notice to Franchisee and inspect the operations of the Business and review business operations (which includes photographing and taking video of the operations of the Business for observation purposes) and to remove samples of products, without payment, for our review to determine if such samples meet our then-current standards and specifications. We have the right to require that Franchisee’s Manager be at the Business for any inspection we, our affiliates or third parties conduct. In addition, we may use secret shoppers to inspect and ensure that unauthorized products, supplies, kitchen equipment and services (as described in Section XII.I) are not being used, offered or sold. Franchisee shall cooperate fully with our representatives in such inspections by rendering such assistance as they may reasonably request, and, upon notice from us or our agents, and without limiting our other rights under this Agreement, shall take such steps as may be deemed necessary to immediately correct any deficiencies detected during such inspections. In the event Franchisee fails or refuses to promptly correct any deficiency detected during such inspection, we shall have the right to make or cause to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand. In addition, to maintain the highest degree of quality, if Franchisee fails an inspection twice in any two (2) year period the Franchisee shall pay the one thousand five hundred-dollar (\$1,500) inspection fee (as described in Section X.F). If Franchisee fails a third or additional inspection in the same two (2) year period, we have the option of charging the one thousand five hundred-

dollar (\$1,500) inspection fee or to terminate the Franchisee as described in Section XXIII.C of this Agreement. The foregoing shall be in addition to any other remedies we may have pursuant to this Agreement.

R. Additional Requirements for Corporate or other Entity Franchisees

If Franchisee is or becomes a corporation, limited liability company, limited liability partnership, general partnership or other organization or entity, the following requirements shall apply:

- 1. Franchisee shall confine its activities to the establishment and operation of the Business;**
- 2. Franchisee's Certificate, Articles of Incorporation or Articles of Organization, Certificate of Formation, Shareholders Agreement, Operating Agreement, Partnership Agreement, Business Trust Agreement, and/or Bylaws (or comparable governing documents) shall at all times provide that its activities are confined exclusively to the operation of the Business and that the issuance, redemption, purchase for cancellation and transfer of voting stock, or other ownership interest therein, is restricted by the terms of this Agreement. Franchisee shall furnish us promptly upon request copies of Franchisee's Certificate of Formation, Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, Business Trust Agreement, Shareholders Agreement, and other governing documents, and any other documents we may reasonably request, and any amendments thereto, from time to time;**
- 3. Franchisee shall maintain a current list of all owners of record and beneficial owners of any class of voting stock or other ownership interest in Franchisee and shall furnish such list to us upon request;**
- 4. Franchisee shall maintain stop transfer instructions against the transfer on its record of any equity securities (voting or otherwise) or the certificate of any other entity evidencing ownership except in accordance with the provisions of Section XV of this Agreement. All securities or other ownership interests issued by Franchisee shall bear the following legend, which shall be printed legibly and conspicuously on each stock certificate or other evidence of ownership interest:**

THE TRANSFER OF THESE SECURITIES IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS FRANCHISE AGREEMENT WITH STAY SALTY, LLC AS OF THE SIGNING DATE. REFERENCE IS MADE TO SAID AGREEMENT AND TO THE RESTRICTIVE PROVISIONS OF THE ARTICLES AND BYLAWS OF THIS CORPORATION (IF THE FRANCHISEE IS A LIMITED LIABILITY COMPANY, REFERENCE WILL BE MADE TO THE TRANSFER OF OWNERSHIP RESTRICTIONS SET FORTH IN THIS FRANCHISE AGREEMENT, IN THE LIMITED LIABILITY COMPANY'S OPERATING AGREEMENT, IF THE FRANCHISEE IS A PARTNERSHIP, REFERENCE WILL BE MADE TO THE TRANSFER OF OWNERSHIP RESTRICTIONS SET FORTH IN THIS FRANCHISE AGREEMENT, IN THE PARTNERSHIP AGREEMENT. IF THE FRANCHISEE IS A BUSINESS

TRUST, REFERENCE WILL BE MADE TO THE TRANSFER OF OWNERSHIP RESTRICTIONS SET FORTH IN THIS FRANCHISE AGREEMENT, IN THE TRUST AGREEMENT);

5. Any individual or Entity, who own ten percent (10%) or more ownership in the Franchise Business, shall jointly and severally guarantee Franchisee's performance hereunder and shall bind themselves to the terms of this Agreement, provided, however, that the requirements of this Section XII.R shall not apply to any corporation registered under the Securities Exchange Act of 1934 (hereinafter known as a "Publicly-Held Corporation");
6. If Franchisee is or becomes a partnership, corporation or limited liability company, Franchisee shall furnish us a copy of its partnership agreement or comparable agreement, and any other documents we may reasonably request, and any amendments thereto, from time to time. If Franchisee is or becomes a limited liability company, Franchisee shall furnish us with a copy of its operating agreement and any other documents we may reasonably request, and any amendments thereto, from time to time. If Franchisee is or becomes a corporation, Franchisee shall furnish us a copy of its shareholders agreement, bylaws, and any other documents we may reasonably request, and any amendments thereto, from time to time; If Franchisee is or becomes a business trust, Franchisee shall furnish us a copy of its trust agreement, and any other documents we may reasonably request, and any amendments thereto, from time to time;
7. Each individual or Entity holding a ten percent (10%) or greater ownership or beneficial ownership interest in the Franchisee's Business, directly or indirectly, (including each individual holding a fifty percent (50%) or greater interest in any limited liability company, partnership or corporation which has a ten percent (10%) or greater interest in the Franchisee's Business) shall enter into a continuing guaranty agreement, in the form attached hereto as Schedule 5 as such form may be amended or modified by us, from time to time (if such guaranty agreement is to be executed subsequent to the date hereof in accordance with the terms of this Agreement); and
8. From and after the date of this Agreement, Franchisee and its Owners shall not sell, transfer, assign, pledge, mortgage, hypothecate or encumber all or any direct or indirect ownership interest in Franchisee without first obtaining our written consent which consent shall be given or withheld within thirty (30) days of Franchisee's request.

S. Site Selection

Franchisee assumes all costs, liability, expense, and responsibility for locating, obtaining and developing a site for the Franchise Business to be established under the Franchise Agreement and for equipping the Business at such premises. A typical Salty Paws™ business requires approximately nine hundred to two thousand hundred (900-2,000) square feet of space. The space for a Salty Paws™ Business must be enclosed and separate from other businesses with its own locking door. Franchisee may buy or lease the required real property and improvements from any source and on terms approved by us in writing. Franchisee may not sign a lease (or a contract to purchase the premises, if applicable) for the Business until Franchisee has obtained our written approval. Franchisee must not invest any monies for a site in which Franchisee wishes to open a Business until Franchisee has obtained our written approval for the site which will be provided by email or any other form of written communication. On the execution of any lease for the Franchise Business, Franchisee will deliver to us a copy of the executed lease and an option to assume the lease executed by the lessor in favor of us in a form acceptable to us. All improvements to the Business must be approved by us.

FRANCHISEE ACKNOWLEDGES THAT OUR ACCEPTANCE OF A PROSPECTIVE SITE AND THE RENDERING OF ASSISTANCE IN THE SELECTION OF A SITE DOES NOT CONSTITUTE A REPRESENTATION, PROMISE, WARRANTY, OR GUARANTEE BY US THAT A SALTY PAWS® FRANCHISE OPERATED AT THAT SITE WILL BE PROFITABLE OR OTHERWISE SUCCESSFUL.

Franchisee acknowledges that we have spent a considerable amount of time choosing and creating the decoration and outfitting Salty Paws® businesses. It is part of our trade dress. Franchisee acknowledges and agrees that the design, layout and other characteristics of the Business constitute and/or contain Confidential Information and/or our trade secrets. Franchisee agrees that the Business shall be maintained and operated as follows:

1. Franchisee will maintain the Shop and every component of the kitchen equipment furnishings, fixtures and technology items in good order and repair at all times as specified in the Operations Manual;
2. Franchisee will keep the Shop fully insured as specified in this Agreement and in the Operations Manual;
3. Franchisee will keep the Shop at all times in a clean and tidy condition and free of any advertising and promotional material other than that required by law or the Operations Manual, and will exhibit such signage, colors and logos in the Shop and upgrade or review the same as specified in the Operations Manual;
4. Franchisee will not alter or in any way amend the appearance of the Shop, or any kitchen equipment, furnishings, fixtures, technology items, menu boards and signage contained within the Shop as specified in the Operations Manual;
5. Franchisee will maintain all kitchen equipment, furnishings, fixtures, technology items, menu boards and signage as specified from time-to-time in the Operations Manual and may be required to upgrade such items as technology advances or in our sole discretion because of new functionality so as to always use our then-current specifications;
6. Franchisee shall meet and maintain the highest level of health standards and ratings applicable to the operation of the Shop. Franchisee shall furnish to us, immediately or within three (3) days after receipt thereof, a copy of all inspection reports, warnings, citations, certificates and/or ratings resulting from inspections conducted by any federal, state or local governmental authority with jurisdiction over the Shop; and
7. Franchisee may be required to use only approved service centers for repairs and maintenance of all kitchen equipment in the Shop.

Franchisee shall not execute a lease or sublease for the Business or make any modifications or amendments to the lease or sublease, without our prior written consent, which we may grant, condition or withhold in our Business Judgment. Franchisee will deliver to us a copy of any lease or sublease for our review at least ten (10) days before execution. Franchisee must deliver a copy of the signed lease or sublease to us within five (5) business days after it is signed. We do not offer legal services to Franchisee and Franchisee is encouraged to consult with independent legal counsel for a legal review of the lease. Franchisee shall ensure that the lease or sublease for the Business contains, in an addendum or otherwise, the following provisions which:

- 1). Permit Franchisee to the Business in accordance with this Agreement and the Manuals;

- 2) Provide that the site will be used only for the operation of a Salty Paws® Business, and prohibit Franchisee from assigning or modifying any of Franchisee's lease rights, or extending the term without our prior written consent;
- 3) Require the lessor to concurrently provide us with a copy of any written notices of default to Franchisee under the lease and give us the right to cure any default if we so choose; within fifteen (15) days following the expiration of the Franchisee's cure period under the lease;
- 4) Provide us with a right to take assignment and possession of the Business, without the lessor's consent or any additional consideration. If we exercise this right and Franchisee is in good standing, we'll sign a sublease with Franchisee for the same rent Franchisee is paying. In any case, we won't have any liability for any obligations incurred prior to our occupancy. Franchisee agrees to take whatever actions are necessary to accomplish such assignment and will, when you sign this Agreement, also sign the Collateral Assignment of Lease attached as Schedule 6. If Franchisee loses lease rights to the site in connection with any bankruptcy, the lessor will, on our request, enter into a new lease with us on essentially the same terms as the terminated lease;
- 5) Provide that the lessor consents to the use of the Marks, trade dress and other aspects of the System, as modified from time-to-time, and give us the right to enter the premises during normal business hours for purposes of inspection, to take steps to protect the Marks and trade dress and/or prevent/cure any default; and
- 6) Not contain any clause providing that if the Franchisee sells the assets of its Business, or the stock/membership units/partnership units of the Business, Franchisee must pay the landlord a certain percentage or a flat amount of the sale. Provided, that nothing in this sentence shall impair the Franchisee from entering into a lease that allows its landlord to impose a reasonable administrative fee for processing the assignment or sublease.

T. Development and Construction of the Shop

Franchisee must select and employ licensed contractors reasonably acceptable by us for the complete build out and/or any leasehold improvements. Franchisee is solely responsible for the selection and work of any contractor selected and/or employed by Franchisee, even if referred by us, and for the preparation of site design, architectural and working drawings necessary to complete construction and/or build out at the Approved Location. Franchisee will be provided with mandatory requirements and specifications (interior and exterior) for the build out of the Shop which includes specifications for the Business layout, kitchen equipment specifications, storage, furnishings, fixtures, technology items, décor, menu boards and signage. We may if needed, review Franchisee's final set of drawings and plans prior to implementation. Such drawings, plans and specifications are subject to alteration as may be necessary in our sole discretion and Franchisee must be in full and strict compliance with plans and specifications approved by us. Franchisee is responsible for the cost and installation of all build out specifications. We reserve the right to receive rebates, commissions or other forms of consideration from designated or approved vendors and suppliers involved in the construction of Franchisee's Business or supplying kitchen equipment, furniture, fixtures, technology items, décor, menu boards and signage for the Business and to use such rebates, commissions or other consideration in any way we deem appropriate in our sole discretion, without obligation to share or remit any portion of such rebates, commissions or other consideration to Franchisee.

We would expect that a Salty Paws® Business location would need construction improvements. Costs may vary widely depending on such factors as property location, size of the property, the condition of the property, the extent of alterations required for the property. Franchisee shall be responsible for obtaining all zoning classifications, health, sanitation, clearances, inspections, permits and certifications which may be required by state or local laws, ordinances, or regulations or which may be necessary or advisable owing to any restrictive covenants relating to Franchisee's location. After having obtained such approvals and clearances, Franchisee shall submit to us, for our approval, final plans for construction based upon the preliminary plans and specifications. Once approved by us, such final plans shall not thereafter be changed or modified without our prior written permission. Any such change made without our prior written permission shall constitute a material default under this Agreement and we may withhold its authorization to open the Business until the unauthorized change is rectified (or reversed) to our reasonable satisfaction.

Franchisee shall comply with all federal, state and local laws, codes and regulations, including without limitation, the applicable provisions of the ADA regarding the construction, design and operation of the Business. If Franchisee receives any complaint, claim or other notice alleging a failure to comply with the ADA or other law or regulation related to health or safety, Franchisee agrees that it shall provide us with a copy of such notice immediately or within five (5) days after receipt thereof. Franchisee shall remedy the problem within the required time frame or review with us the matter and comply with our direction regarding the timing and nature of the remedy.

Except as provided in Section IX.A of this Agreement, Franchisee shall construct, furnish and open the Business according to the requirements contained herein, and Franchisee shall open the Business no later than one hundred -eighty (180) days from the Effective Date. Prior to opening for business, Franchisee shall provide us with evidence of lien-free completion of all work (including, without limitation, any and all mechanic liens) and to comply with all pre-opening requirements set forth in this Agreement (including without limitation those with respect to the grand opening advertising program), the Operations Manual, and/or elsewhere in writing by us.

Franchisee shall not open the Shop for operation until we have determined that all construction has been substantially completed, and that such construction conforms to our standards including, but not limited to, materials, quality of work, kitchen equipment, furnishings, fixtures, menu boards, signage, decor, paint and we have given Franchisee written approval to open, which approval shall not be unreasonably withheld. Our approval to open the Shop does not constitute a waiver of our right to require Franchisee to conform the Shop to our standards.

U. Training

Prior to Franchisee's opening of the Business to the public, Franchisee, its Owners (if it is an Entity) and Manager shall complete to our satisfaction the ten (10) day training program required by this Agreement within sixty (60) days of the date Franchisee anticipates opening the Shop for operation. We may, at our discretion, make available additional training programs, certifications, seminars, as well as refresher courses available to the Franchisee and/or Franchisee's designated individual(s) from time to time. We may, at any time, discontinue management training and decline to certify Franchisee and/or Franchisee's designated individual(s) who fail to demonstrate an understanding of the management training acceptable to us. If Franchisee or Franchisee's designated individual's management training is discontinued by us, Franchisee shall have thirty (30) days to present an alternative acceptable candidate for management training to us. If Franchisee's new candidate does not adequately complete the management training, then we shall have the option of terminating this Agreement. We shall provide instructors and training materials for all required training programs; and Franchisee, its Owners, Manager and/or any of its Employees who attend the training shall be responsible for all other expenses incurred in connection with any training programs, including, without limitation, the cost of transportation, lodging,

meals, and wages.

V. Ongoing Training and Support.

Franchisee will have access to our personnel for questions, ongoing training and support by phone and e-mail during regular business hours (Eastern Time zone). We will continue to consult with and advise Franchisee; provide a telephone help line, free of charge, to answer any questions from Franchisee or its staff (Section XX.A of this Agreement), provide updates to approved Products and Services in addition to Manual specifications, marketing and operational updates as they become available; review advertising, product, supply, kitchen equipment, vendor and/or supplier approval requests; and administer the System Advertising Fund.

XIII. OBLIGATIONS OF FRANCHISEE RELATING TO INSURANCE

A. Overall Coverage Required

Before Franchisee opens a Salty Paws® Franchised Business, Franchisee must purchase insurance coverage from a responsible carrier with a performance rating of A or higher as rated in the most recent edition of Best Insurance Reports (or comparable criteria as we may specify) and Franchisee must maintain such insurance throughout the duration of the initial term of the Franchise Agreement and any renewal terms. Franchisee shall list us as additional insured on all its insurance policies. Franchisee will procure and maintain general liability insurance (that includes marketing claim insurance) with a minimum policy limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (this policy should also include general tort, premises damage, personal and advertising injury should be at least one million dollars (\$1,000,000) in addition to product liability insurance (covers you for damages that result in injury from Products that you sell and distribute) with a minimum policy limit of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate in addition to property and casualty insurance with a minimum policy limit of one million dollars (\$1,000,000) or an amount specified by us. Each insurance policy that we require under this Agreement must contain a provision that the policy cannot be canceled without thirty (30) days' written notice to us.

Franchisee must also procure and maintain "All Risks" or "Special Form" insurance (coverage for the full cost of replacement of the premises and all other property) in addition to business interruption insurance to fully insure loss of earnings for a period of one hundred and eighty (180) days or longer as may specify. Franchisee may also need to procure and maintain statutory workers' compensation insurance with limits of greater than one hundred thousand dollars (\$100,000) or the minimum limits required by law.

For any construction, renovation, refurbishment or remodeling of the site, Franchisee may be required to ensure that its general contractor maintain, commercial general liability insurance (with comprehensive automobile liability coverage for both owned and non-owned vehicles, builders risk, product liability and independent contractor's coverage) with limits of no less than one million dollars (\$1,000,000) per claim, naming Franchisee and us as additional insureds, as their interests may appear, together with workers' compensation and employer's liability insurance as required by law and as required by the lease. It is Franchisee's responsibility to obtain certificates of insurance from the contractor prior to the initiation of any construction.

To the extent available, we may require Franchisee to acquire: professional liability insurance (covers Franchisee for damages that do not result in property damage or bodily injury), automobile liability insurance (with coverage of owned and hired vehicles with minimum coverage in amounts not less than one million dollars (\$1,000,000) combined single limit (bodily and property damage) or what is in accordance

with Franchisee's state guidelines), employer's liability insurance, employee dishonesty insurance, employment practices liability insurance, crime insurance as well as other disability benefits type insurance as may be required by the statute or rule of each state, with policy limits of one million dollars (\$1,000,000) or in the amount we specify.

All insurance policies will name Franchisee as certificate holder and us and our affiliates as an additional named insured with waiver of subrogation by Franchisee for the benefit of us. We may establish minimum standards for coverage to be met by underwriters for insurance. Before beginning operations, Franchisee will obtain all required insurance and any other liability insurance required by law, provide us with certificates of insurance and a complete copy of all insurance policies within ten (10) days of issuance, and maintain all required insurance during the term of this Agreement. Franchisee shall also furnish us with certificates and endorsements evidencing insurance coverage within ten (10) days after each of the following events (i) at all policy renewal periods, no less often than annually and (ii) at all instances of any change to, addition to or replacement of any insurance. Lapses, alterations, or cancellations require immediate notice to us and shall, in our sole discretion, be deemed an immediate material breach of this Agreement as set forth in Section XXIII.C. If Franchisee fails to obtain the required insurance and to keep the same in full force and effect, we may, but shall not be obligated to, pay the premiums or acquire insurance, and bill Franchisee. Franchisee shall reimburse us for the full cost of such insurance, along with a reasonable service charge to compensate us for the time and effort expended to secure such insurance. We may change these insurance requirements on reasonable notice to Franchisee.

Franchisee's insurance will cover all claims for injury, damage and death or otherwise, arising directly or indirectly out of the Franchised Business.

Franchisee shall notify us immediately in writing of the occurrence of any material event that does or could give rise to an insurable claim by Franchisee or the Franchised Business, and no later than the date on which Franchisee notifies its insurance carrier.

We reserve the right to change or modify (including increasing) the required minimum coverage limits. We make no representation or warranty to Franchisee that the amount of insurance to be carried by Franchisee under the terms of this Agreement is adequate to fully protect Franchisee's interest. If Franchisee believes that the amount of any such insurance is insufficient, Franchisee is encouraged to obtain, at its sole cost and expense, such additional insurance as it may deem desirable or adequate. Franchisee agrees to seek the advice of its insurance advisor regarding the appropriate types of coverage and coverage limits Franchisee may need to sufficiently protect its Business. Franchisee acknowledges that we shall not, by the fact of approving, disapproving, waiving, accepting, or obtaining any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of such insurance, the solvency of any insurance companies or the payment or defense of any lawsuit in connection with such insurance coverage, and Franchisee hereby expressly assumes full responsibility therefore and all liability, if any, with respect thereto. Franchisee agrees to seek the advice of its insurance advisor regarding the appropriate types of coverage and coverage limits Franchisee may need to sufficiently protect its Business.

Franchisee's compliance with insurance requirements shall not relieve Franchisee of its liability under the indemnity provisions of this agreement, Section XVIII. Obligations to maintain insurance coverage will not be affected by reason of any separate insurance maintained by us, nor will the maintenance of such insurance relieve Franchisee of any obligations under this Agreement.

Franchisee shall also acquire tenant's liability insurance (if applicable); any other insurance required by the state or locality in which the Business is located and operated, in such amounts as required by statute; and other insurance coverage, as we or the landlord may reasonably require.

Franchisee shall furnish us with certified copies of each of the insurance policies described above on either the earlier of the opening of the Business for operation or one hundred and eighty (180) days following the date this Agreement is executed (whichever comes first).

XIV. OBLIGATIONS OF FRANCHISEE RELATING TO ACCOUNTING AND RECORDS

A. Bookkeeping, Accounting and Records

Franchisee acknowledges that the maintenance of accurate financial records and the preparation of financial statements on a timely basis are essential to the efficient operation of the Business. If Franchisee is not qualified to maintain accurate financial records, in our reasonable determination, the Franchisee agrees to hire a qualified bookkeeper who will maintain the financial records of the Franchisee and who will attend to the bookkeeping for the Business not less than twice a month for that purpose.

Franchisee shall maintain during the term of this Agreement and shall preserve for a minimum of seven (7) years, full, complete accurate records of sales, payroll, accounts payable and accounts receivable in accordance with the standard accounting system described by us in the Operations Manual or otherwise specified in writing. Franchisee will keep its books and records related to this business separate from any other business owned by Franchisee or its principals. Any such separate business will be conducted by a separate entity.

Franchisee will provide us with all hard copy and/or digital copies of reports as we prescribe on or before the fifth (5th) day of each month or daily if we require. Franchisee will also deliver or provide electronic access to business records (we will have independent access to all information that Franchisee stores in any POS system, computer, laptop, tablet and software related to the Franchised Business), including an itemized report of Franchisee's Gross Revenue for the prior period on a form we prescribe, which will include payment for that periods' or months' fees due, and may include, to the extent that we require:

1. Franchisee's profit and loss statement, payroll records, certification or records of Gross Revenue (as defined in Section X.A), vendor summary reports and report of account receivables for the week, day, month or period reported; and/or
2. Copies of any and all receipts and contracts with updated location information in any format we specify;
3. Copies of all invoices for purchases of all products, supplies and kitchen equipment;
4. Copies of Franchisee's most recent sales tax report and/or sales tax return;
5. Copies of all inspections for the Business from governmental agencies;
6. Copies of all merchant account printouts received from the Franchisee's merchant account banking provider (i.e. records of credit and debit card transactions);
7. Copies of all bank deposits, and bank deposit records made by the Franchisee; and
8. A complete list of all customers and contact information (including but not limited to all: email addresses, physical addresses and telephone numbers) who have filed a complaint (internally, with governmental or with third parties such as the Better Business Bureau) or

sought any type of refund during the preceding month by the fifth (5th) day of each month, bi-monthly or as we require.

Franchisee acknowledges and agrees that we, at all times during the term of this Agreement and after termination, expiration or cancellation of this Agreement, have the right to access (electronically or otherwise) all Business Records of the Franchise Business. We may use, transfer, copy or analyze such Business Records as we determine in our sole discretion to be in the best interest of the System. For purposes of this Agreement, "Business Records" means all records, documents, insurance policies, databases and the like (whether in print, electronic or other form), including all names, addresses, phone numbers, email addresses, customer contacts, financing arrangements, vendor records and all other records contained in databases created and maintained by Franchisee pertaining to the operation of the Business, including but not limited to records of customers, employees, vendors and other professionals related to the Business.

Franchisee will be required by us to obtain technology items (for example a specific POS system) and use specific software, including, without limitation, a license to use our Software (if developed by us), or any of our vendors in accordance with Section XII.I of this Agreement and the Operations Manual. Franchisee agrees to pay all costs in connection with obtaining the technology items and software and Franchisee agrees to pay any software license or maintenance fee (if required). Franchisee agrees to pay all costs in connection with maintaining, upgrading, updating, etc. all hardware and software and any additional licenses for any software as necessary to operate its Business (upgrades, maintenance and support for our proprietary software (if developed) will be provided by us as described in Section XX.I). We have the right to charge a reasonable fee for any additional licenses, modification, maintenance and/or support of Software (if developed) that we may license to Franchisee and other products and services that we may furnish to Franchisee related to its technology items and other systems.

Franchisee will adopt a fiscal year as approved by us and prepare all financial reports in accordance with U.S. generally accepted accounting principles, consistently applied. Franchisee must periodically deliver to us accounting, tax and other information or copies of documents, as we request.

B. Franchisor's Right to Audit

We or our agents may enter the Franchisee's location to examine or audit Franchisee's business at any time without notice. We may examine, inspect or audit Franchisee's database and Business Records, which records will include, but will not be limited to: payroll records, ledgers, purchase agreements, sales reports, timecards, check stubs, bank deposits, bank statements, merchant account printouts, receipts, sales tax records and returns, insurance policies and other documents. We will bear the cost of the audit, provided however, if Franchisee fails to report as required or understates Gross Revenue by two percent (2%) or more for any reported time period, in which case Franchisee will pay the audit costs in addition to amounts owed to us plus interest at eighteen percent (18%) per annum (1.5% per month) for all understated Gross Revenues or the maximum rate allowed by the laws of the state in which Franchisee's business is located as specified in the Operations Manual. Franchisee will immediately pay us all sums owed. The foregoing remedies shall be in addition to any other remedies we may have pursuant to this Agreement and as provided at law and in equity.

In addition to the cost of the audit described above, Franchisee shall reimburse us for any and all costs and expenses relating to the inspection (including, without limitation, travel, lodging and wage expenses and reasonable accounting and legal costs), and, at our discretion, submit audited financial statements prepared, at Franchisee's expense, by an independent certified public accountant satisfactory to us. If an inspection discloses an understatement in any payment to us of two percent (2%) or more, twice within any two (2) year period, such act or omission shall constitute grounds for immediate termination of

this Agreement, as set forth in Section XXIII.C. The foregoing remedies shall be in addition to any other remedies we may have pursuant to this Agreement and as provided at law and in equity.

C. Method of Payment

All payments Franchisee makes to us will be by any method we specify, including cash, check, certified check, money order, credit card, automatic pre-authorized payment plan, Internet, or electronic funds transfer (as described in Section X.D of this Agreement). All payments to us and dollar amounts stated in this Agreement are in United States dollars unless otherwise expressed. Notwithstanding any other provision in this Agreement to the contrary, in the event the United States currency is redeemed, re-nominated or another currency is issued in its place the new currency will be required. If a conversion of royalties or other payments from another currency is made, the conversion shall be made as of the date the payment is due, or the date the payment is actually made, whichever is more beneficial to us. Franchisee is responsible for any fees associated with payment methods other than cash, check or electronic transfer.

D. Submission of Financial Statements

Franchisee will provide us with a copy of Franchisee's year-end annual financial statements including a profit and loss statement and a balance sheet and containing complete notes and disclosures. Such statements will be prepared in accordance with United States Generally Accepted Accounting Principles ("GAAP"), by an independent accountant, and will be delivered to us within ninety (90) days after Franchisee's fiscal year end.

E. Disclosure of Financial Statements

Franchisee hereby grants us permission to release to Franchisee's lenders or prospective lenders, our purchasers or prospective resell purchasers, any financial and operational information relating to Franchisee and/or the Business; however, we have no obligation to do so. Should we have acquired Franchisee's Business and intend to sell it to a prospective franchisee, we may show such buyer Franchisee's financial statements and related information.

Franchisee also authorizes us to make reasonable inquiries of Franchisee's bank, suppliers and creditors concerning the Business and hereby directs such persons and companies to provide to us such information and copies of documents pertaining to the Business as we may request.

XV. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO USES OF NAMES AND MARKS

A. Names and Marks are Owned by Franchisor

We warrant with respect to the proprietary Names and Marks that:

1. Pursuant to a License Agreement between us and Suzanne Tretowicz, we have been granted the exclusive right to license the use of the Names and Marks to establish Salty Paws® franchises in the United States.
2. We are taking and will take such steps as we deem reasonably necessary to preserve and protect the ownership and validity of such Names and Marks; and

3. Franchisee acknowledges that there may be third party pre-existing users or applicants/registrants of trademarks, trade names, or business names similar to the Names and Marks. We and Franchisee shall investigate such use, applications, or registrations, if any, and we shall in our sole discretion decide on the appropriate action to be taken. Any unsuccessful challenge made by us shall not constitute a ground for Franchisee's termination of this Agreement. In the event we determine in our sole judgment that challenging any such third party's use of the Marks will not likely be successful, or would not be economically feasible to achieve, or if Franchisee shall be required to cease using the Marks (or any of them) by court order, or as a result of any settlement of any such trademark claim by a prior registrant or any pre-existing user, or any other such trademark claim, or if we shall deem it necessary or appropriate to change the name of the Franchise in order to mitigate any potential exposure or damages arising under any trademark claim, Franchisee shall promptly change the name of its Franchise, and thereafter utilize an alternative name established by us. We shall not otherwise be liable for any losses or any consequential damages, incidental damages, exemplary damages, special damages, including lost future profits, resulting from or arising out of any trademark, service mark, and/or unfair competition claim(s). We shall have no obligation to reimburse the Franchisee for any costs, causes of action, damages, demands, expenses, fines, liabilities, or penalties, arising out of such a trademark, service mark, logo or trade name change.
4. We will use and permit Franchisee and other franchisees to use the Marks in compliance with the System and standards attendant thereto and contained in the Operations Manual as well as our policy statements, which underlie the goodwill associated with and symbolized by the Names and Marks.

B. Franchisee is Licensed to Use Names and Marks

With respect to Franchisee's licensed use of our Names and Marks pursuant to this Agreement, Franchisee agrees that:

1. Franchisee shall use: (i) only the Names and Marks as are approved in writing by us for Franchisee's use, (ii) shall use them only in the manner authorized and permitted by us, and (iii) that in any use whatsoever of our Names and Marks that are identified as being the Names and Marks registered to or owned by Suzanne Tretowicz with exclusive rights given to us;
2. Franchisee shall use the Names and Marks only in connection with the operation of the Business and in advertising for the Business conducted at or from the Franchisee's website and Accepted Location;
3. Franchisee shall use and display, as we may require in the operation of the Business, a notice in the form approved by us indicating that Franchisee is a "Franchise of Stay Salty, LLC" and that the Names and Marks are used by Franchisee under such Franchise. Franchisee must indicate to third parties that it is "independently owned and operated" and that we own the Marks and Franchisee uses them under a license;
4. Unless otherwise authorized or required by us, Franchisee shall operate and advertise the Business under the Name and Mark "Salty Paws®";
5. Franchisee's right to use the Names and Marks is limited to such usages as are authorized under this Agreement, and any unauthorized use shall constitute an infringement of our rights and a material breach of this Agreement;

6. Franchisee must obtain our approval for any use of any item of printed material of any kind bearing any of the Names or Marks, unless we supplied the item. We shall approve or deny Franchisee's request, which approval is in our sole discretion, within thirty (30) days of receipt of Franchisee's written request. If we fail to respond to Franchisee's request within said thirty (30) day period, Franchisee's request shall be deemed denied. Franchisee shall use such notices of trademark registrations and copyrights as we specify;
7. Franchisee shall not use the Names and Marks to incur any obligations or indebtedness on our behalf;
8. Franchisee shall not use the Names and Marks or any part thereof as part of its corporate or other legal name;
9. Except as otherwise permitted in this Agreement, Franchisee shall not use the Names and Marks or any part thereof in any form on the Internet, including but not limited to, addresses, domain names, URL's, Websites, links, metatags, locators and search techniques;
10. Franchisee shall comply with our instructions in filing and maintaining the requisite trade name or fictitious name registration, and shall execute any documents deemed necessary by us or our counsel to obtain protection for the Names and Marks or to maintain their continued validity and enforceability;
11. In the event any litigation involving the Names and Marks is instituted or threatened against Franchisee, Franchisee shall promptly notify us and shall cooperate fully with us in defending such litigation. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the sole opinion of us, reasonably be necessary or advisable to protect and maintain the interests of us or any other interested party in the Names or Marks. Other than what is stated in this Agreement, we are not obligated to protect Franchisee's right to use the Marks or protect Franchisee against claims of infringement or unfair competition with respect to them and may direct Franchisee not to use the Marks or to change the Marks at Franchisee's expense. We will control all such litigation, arbitration and mediation involving the Marks. The Franchisee has no authority to institute any litigation, file any arbitration, or institute any request for mediation regarding the Marks, nor does the Franchisee have any authority to enter into any settlement negotiations. Although we are not contractually obligated to protect the Marks or Franchisee's right to use them, as a matter of corporate policy, we intend to defend the Marks vigorously;
12. During the term of this Agreement and any renewal, Franchisee shall identify itself as the owner of the Business in conjunction with any use of the Names and Marks, including, but not limited to, on invoices, order forms, receipts, and contracts, as well as at such conspicuous locations on the premises as we may designate in writing. The form and content of such identification shall comply with standards set forth in the Operations Manual; and
13. Franchisee further agrees to follow all of our quality standards that are inherent in the Names and Marks. Such quality standards are contained in the Operations Manual, as well as various memos or policy statements issued by us, and may be changed from time to time at our sole discretion.

C. Franchisee Will Not Challenge Franchisor's Rights in Its Use of Names and Marks

Franchisee agrees and acknowledges that:

1. As between the parties hereto, Suzanne Tretowicz is the owner and we have the exclusive right and interest in and to the Names and Marks and the goodwill associated with and symbolized by them;
2. The Names and Marks are valid and serve to identify the System and those who are franchised under the System;
3. Franchisee shall not directly or indirectly contest the validity or the ownership of the Names and Marks;
4. Franchisee's use of the Names and Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Names and Marks, except the non-exclusive Franchise granted herein;
5. Any goodwill arising from Franchisee's use of the Names and Marks in its Business under the System shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the Franchise herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Names and Marks;
6. We reserve the right to substitute different Names and Marks for use in identifying the System, the Business and other Franchised Businesses operating there under;
7. Franchisee hereby agrees to comply, at Franchisee's expense, with any directions from us to discontinue, modify, substitute or add Names and Marks. We cannot and do not make any guaranty that a modification, discontinuance or otherwise will not be required for any reason. In such event, we have no liability to Franchisee. Franchisee agrees to make no claim in connection with any modification, discontinuance or other action, and/or with any dispute regarding the Names and Marks. There is always a possibility that there might be one or more businesses using a name and/or marks similar to us with superior rights;
8. Franchisee hereby agrees not to register or attempt to register Names and Marks in Franchisee's name or that of any other firm, person or corporation;
9. The right and license of the Names and Marks granted to Franchisee is nonexclusive, and thus we have and retain the rights, among others:
 - a. To use the Names and Marks in connection with offering and selling Products, Services;
 - b. To use the Names and Marks to market on the Internet, including all use of Websites, domain names, URL's, linking, advertising and co-branding arrangements. Franchisee may not establish a presence on the Internet except as we may specify and only with our prior written consent. We retain the right to approve any linking to or other use of our website or any other website specific to our Products and Services;

- c. To grant other franchises or licenses for the Names and Marks, in addition to those already granted to existing franchisees; and
 - d. To develop and establish other systems using similar Names and Marks, or any other proprietary marks and to grant licenses or franchises thereto at any location(s) whatsoever without providing any rights therein to Franchisee.
10. Franchisee understands and acknowledges that we have the unrestricted right to engage, directly or indirectly, through its employees, representatives, licensees, assigns, agents and others, at wholesale, retail and otherwise, in the production, distribution and sale of Products and/or Software (if developed) bearing the Names and Marks licensed or other names or marks, including without limitation, products included as part of the System. Franchisee shall not under any circumstances engage in any wholesale trade or sale of System Products and/or Software for resale and/or independently act as an exclusive distributor for any third-party vendor or secure any exclusive rights for any System product or Software or non-System products or software without our written consent.

D. Ownership of Intellectual Property

Franchisee acknowledges that we are the exclusive licensor of the intellectual property which includes the following: our Names and Marks (through a license agreement with Suzanne Tretowicz) all Confidential Information, all intellectual property associated with the Names and Marks and the System, all vendor and supplier relationships, all Employee and customer lists and all customer phone listings/addresses/URLs held by Franchisee. Franchisee agrees that Franchisee will not use these lists for any purpose other than in relation to the Business. Franchisee will, on demand, promptly deliver to us a complete list of Franchisee's customers and Employees including information we may request related to such customers and Employees. The use of any or all such intellectual property shall not create in Franchisee, or its Owners, if it is an Entity, title or interest in or to any of it except as expressly provided in this Agreement. Neither Franchisee, nor any of its Owners shall directly or indirectly assert any right, title or interest in or to any of the Marks or any other part of the intellectual property other than as provided for in this Agreement. Franchisee acknowledges that we shall own all intellectual property rights to any materials provided to the Franchisee by us or developed by the Franchisee pursuant to this Agreement. Such ownership rights shall be in all media, whether now known or hereinafter invented, by all means, methods, and processes, including complete and entire interactive rights, and rights to derivative works.

XVI. SPECIFIC OBLIGATIONS OF THE FRANCHISEE RELATING TO CONFIDENTIALITY OF PROPRIETARY INFORMATION

A. Franchisee Shall Learn Proprietary Matters

Franchisee acknowledges that it will obtain knowledge of proprietary matters, methods, techniques and business procedures of ours that are necessary and essential to the operation of the Franchise, without which Franchisee could not effectively and efficiently operate such business, including, without limitation, knowledge regarding: the System, build-out specifications, décor and signage (including menu boards); distinctive Products, Proprietary Products, Services, proprietary recipes, specifications for all products, kitchen equipment, supplies and services used; vendors and suppliers, third-party software, advertising, marketing and promotional materials (including photographs), customer service standards and business strategies necessary for the operation of the Business and the Operations Manual. Franchisee further acknowledges that all Confidential Information was not known to Franchisee prior to execution of this

Agreement and that our methods are unique and novel to the System. Franchisee acknowledges that Confidential Information shall also include:

1. Any person or entity, which has been or become franchisees of the System and any investors therein;
2. Any person or entity which has, have been or becomes customers of the Salty Paws® Business;
3. The terms of and negotiations relating to past or current Franchise Agreements with respect to the System;
4. The operating procedures of the System, including without limitation: how to prepare all dog-friendly ice cream products, knowledge of all ingredients and product specifications, kitchen equipment operation and safety procedures; usage of the POS system and all third-party software; cost and pricing strategies, how to manage inventory levels, strategies for providing efficient Services, how to execute our social media strategies, how to use our advertising, promotional and marketing materials, recommendations for hiring and training employees and best practices for record keeping and recommended accounting procedures;
5. The economic and financial characteristics of the System and franchisees, including without limitation: pricing policies, training, profitability, earnings and losses and capital and debt structures;
6. The Products and Services offered to customers of a Salty Paws® Business, including, without limitation, the scope of services performed and services refused; and
7. All documentation of the information listed in Section XVI.A including, without limitation, our training program and Operations Manual. During the term of this Agreement and for a period of five (5) years following the expiration or termination of this Agreement, Franchisee (including anyone related to Franchisee) agrees not to use, divulge, directly or indirectly, any Confidential Information, without our prior written consent. Nothing contained herein shall be construed so as to require Franchisee to divulge any secret processes, techniques, formulas, or the like.

B. Franchisee's Employees Will Not Disclose Confidential Information

Franchisee must keep the methods of operations (confidential information found in manuals, materials and other documents) and Operations Manuals confidential and not disclose them except to Franchisee's employees, agents and representatives, as they must have access to it in order to operate Salty Paws® Business. Franchisee is encouraged to follow all our security procedures, which include the execution and delivery to us of approved nondisclosure or non-competition agreements from each Manager within one week after they are hired. These agreements state that such person shall not during the course of his/her employment, representation, or agency with Franchisee, or for a period of three (3) years thereafter, use, divulge, disclose or communicate, directly or indirectly, in any form or manner, to any person, firm or corporation or other Entity, any of our Confidential Information.

The Operations Manual (and all other manuals) are, and remain, our exclusive property. We will loan Franchisee one copy (hard or electronic) of the Operations Manual for the term of this Agreement.

Franchisee must return the Operations Manual (and/or destroy any electronic versions of the Operations Manual) to us at the termination or expiration of this Agreement for any reason, or at any other time at our request. The Operations Manual contains mandatory and suggested specifications for the Business, service standards and operating procedures and further defines Franchisee's other obligations under this Agreement. We may change or add to the Operations Manual to reflect changes in our image, specifications, and procedures and methods of operation, and will lend Franchisee copies of any changes or additions. However, we will not make any change that will change Franchisee's fundamental status and rights under this Agreement. Franchisee shall not copy any part of the Operations Manual (except for designated training sections), either physically or electronically. If Franchisee's copy of the Operations Manual is lost, destroyed or significantly damaged, Franchisee must replace the Operations Manual at its own expense as set forth in Section XX.G.

C. Relationship with Former Franchisees

Franchisee acknowledges that former franchisees (those whose franchise agreements have expired or have been terminated) may have the ability to compete unfairly with Franchisee and/or other members of the Salty Paws® System and to cause great injury to the reputation of the System and the Names and Marks. Franchisee therefore agrees as follows:

1. Franchisee will not sell, loan, give or otherwise transfer or deliver to any former franchisee or allow any former franchisee to copy or otherwise obtain, any Confidential Information; any advertising or promotional materials produced by us or which bear any of our Names and Marks; any other materials or publications of ours, including, without limitation, the Operations Manual; any directory or roster of franchisees or approved vendors and suppliers, any other customer lists or mailing lists pertaining in any way to the System; or any other information about the System, Business or Confidential Information which is not available to the public.
2. Franchisee will not refer prospective customers, vendors or suppliers to any former franchisee.
3. Franchisee will not notify or advise any former franchisee of, or in any other way assist any former franchisee in learning about, the date, time and place of any meetings of franchisees.
4. If Franchisee observes any former franchisee using any of the Names and Marks in any way or utilizing a business facility (including any vehicles) for which the Names and Marks and/or distinctive color scheme have not been completely obliterated, Franchisee shall immediately report such observations to us along with all details available to Franchisee.
5. Franchisee shall in general have no dealings with former franchisees which Franchisee, under this Agreement, could not have with a person who has never been a Salty Paws® franchisee.
6. The provisions of this Section XVI.C shall apply to Franchisee as soon as Franchisee is on notice of the expiration or termination of another franchise agreement. Franchisee shall be deemed to be on such notice when:
 - i. Franchisee receives a new franchisee directory in which such franchise does not appear; or

- ii. Franchise receives written notice from us that one or more particular franchise agreements have expired or a franchisee has been terminated.

D. Injunctive Relief is Available to Franchisor

Franchisee acknowledges that any failure to comply with the requirements of this Section XVI will cause us irreparable harm, and we shall be entitled to obtain specific performance of, or an injunction against any violation of, such requirements; Franchisee waives any requirements for the posting of any bond(s) relating thereto. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by us in obtaining specific performance of, or an injunction against, violation of requirements of this Section XVI. The foregoing remedies shall be in addition to any other legal or equitable remedies, which we may have.

E. Franchisor's Patent Rights and Copyrights

We do not own rights in or to any patents that are material to the Franchise at this time. However, we claim copyright protection for several aspects of the System such as the Operations Manual, Software (if developed), Products, product specifications, recipes, signage (including menu boards), website, all promotional and marketing materials (including photographs) and operations literature. Such copyright ownership shall extend to all media, whether now known or hereinafter invented, by all means, methods, and processes, whether now known or hereinafter invented, including rights to interactive works, and derivative works. Furthermore, we claim rights to certain trade secrets and Confidential Information as discussed above.

F. Franchisee Shall Not Contest the Franchisor's Ownership Right to Any Confidential Information, Trade Secrets, Patents or Copyrights

Franchisee expressly understands and acknowledges that:

1. We and/or Susanne Tretowicz are the owner of our Confidential Information, trade secrets, copyrights, and patent rights;
2. Franchisee shall not directly or indirectly contest the validity or the ownership of our Confidential Information, trade secrets, copyrights, and patents licensed to the Franchisee pursuant to this Agreement, and its successors;
3. Franchisee's use of our Confidential Information, trade secrets, copyrights, and patents does not give Franchisee any ownership interest or other interest in or to the Confidential Information, trade secrets, copyrights, and patents, except the non-exclusive Franchise granted herein;
4. Any goodwill arising from Franchisee's use of the Confidential Information, trade secrets, copyrights, and patents in its Business under the System shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the Franchise herein granted, no monetary amount shall be assigned as attributable to any licensed Confidential Information, trade secrets, copyrights, and patents;

5. We reserve the right to substitute different Confidential Information, trade secrets, copyrights, and patents for use in operating and maintaining the System;
6. Franchisee hereby agrees to comply, at Franchisee's expense, with any directions from us to discontinue, modify, substitute or add any new Confidential Information, trade secrets, copyrights and patents. We cannot and do not make any guarantee that any modification or discontinuation of any aspect of the System or any other System related change will not be required. In any such event, we have no liability to Franchisee. Franchisee agrees to make no claim in connection with any modification, discontinuance or other action, and/or with any dispute regarding any licensed Confidential Information, trade secrets, copyrights, and patents;
7. Franchisee hereby agrees not to register or attempt to register or license any Confidential Information, trade secrets, copyrights or patents in Franchisee's name or that of any other firm, person or corporation; and
8. The right and license of the Confidential Information, trade secrets, copyrights, and patents granted to Franchisee is nonexclusive, and we thus have and retain the rights, among others:
 - a. To use the trade secrets, Confidential Information, patents, and copyrights in connection with offering Products and Services;
 - b. To use the trade secrets, Confidential Information, copyrights, and patents to market on the Internet, including all use of Websites, domain names, URL's, linking, advertising and co-branding arrangements;
 - c. To grant other licenses for the trade secrets, Confidential Information, copyrights, and patents, in addition to those licenses already granted to existing franchisees; and
 - d. To develop and establish other systems using similar trade secrets, Confidential Information, patents, and copyrights, and to grant licenses or franchises thereto at any location(s) whatsoever without providing any rights therein to Franchisee.
8. Franchisee understands and acknowledges that we have the unrestricted right to engage, directly or indirectly, through our employees, representatives, licensees, assigns, agents and others, at wholesale, retail and otherwise, in the production, distribution and sale of products bearing the trade secrets, Confidential Information, patents and copyrights licensed, including without limitation, any products included as part of the System.

XVII. SPECIFIC OBLIGATIONS OF FRANCHISEE RELATING TO TAXES, PERMITS AND LAWSUITS

A. Franchisee Must Notify Franchisor of Lawsuits

Franchisee shall notify us in writing within five (5) days of notice of the commencement of any action, suit, or proceeding against Franchisee (including if Franchisee or any of its Owners are found guilty of a felony as defined in its state), and of the issuance of any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency, or other governmental instrumentality, which arises out of, concerns,

or may affect the operation or financial condition of the Business, including, without limitation, any criminal action or other proceedings brought by Franchisee against its Employees, customers or other persons. The Franchisee shall give advance written notice of Franchisee's intent to institute legal action against us, specifying the basis for such proposed action, and shall grant us thirty (30) days from receipt of said notice to cure the alleged act upon which such legal action is to be based.

B. Franchisee Must Pay Taxes Promptly

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

C. Franchisee May Contest Tax Assessments

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

XVIII. SPECIFIC OBLIGATION OF FRANCHISEE RELATING TO INDEMNIFICATION

Franchisee understands and agrees that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on our behalf, or to incur any debt or other obligation in our name or the name of any of our officers, owners, members, agents, directors, shareholders or employees. Franchisee further understands and agrees that we, and our officers, owners, members, agents, directors, shareholders and employees, shall in no event have or assume liability for, or be deemed liable as a result of, any such action, or by reason of any act or omission of Franchisee in its conduct of the Business or any claim or judgment arising there from against Franchisee.

For the purposes of this indemnification, the terms "claim, loss or obligation" will include compensatory, exemplary or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts, judgments, compensation for damages to our reputation and goodwill; and all other costs associated with any of the foregoing claims, losses or obligations.

Franchisee shall defend, indemnify and hold us and our officers, owners, agents, directors, shareholders and employees harmless from all fines, suits, proceedings, claims (including but not limited to, any safety and security claims, claims of injury, claims of theft, claims arising as a result of the operation and/or maintenance of any equipment and/or vehicles, claims of neglect, abuse, death, vicarious or other liability), demands, actions, losses, damages, costs, expenses, fees (including legal fees, disbursements and related expenses), penalties and/or any other liability of any kind or nature, however arising out of or otherwise connected with and/or related to any act, error and/or omission of Franchisee (including Franchisee's ownership, operation, training of Employees and/or management of the Franchised Business); and/or any referral, service provider, supplier or other agent/independent contractor or employee of Franchisee including acts, errors or omissions committed or incurred, negligent or intentional acts in connection with Franchisee's operation of the Business; libel, slander or any other form of defamation by Franchisee and any infringement, violation or alleged infringement or violation of any Name, Mark, patent

or copyright or any misuse of the Confidential Information. This provision includes any liability arising from labor or employment law violations as well as any liability related to joint employer and harassment claims. This provision includes all claims as indicated above, of ours, directly against Franchisee (without a third-party involvement) due to acts or omissions of Franchisee in which we suffer damages including but not limited to, harm to our goodwill and reputation.

We will have the right to control all litigation, including selection and management of counsel, and to defend and/or settle any claim, against and/or including us and/or our-related persons/entities, or affecting our and/or their interests with no obligation to Franchisee and without affecting our rights under this indemnity or otherwise. Franchisee may appoint separate independent counsel to represent Franchisee's interest in such suits, proceedings, claims, etc., all at Franchisee's expense. Franchisee's indemnification obligations survive termination of this Agreement.

XIX. MISCELLANEOUS COVENANTS OF FRANCHISEE

A. Covenants are Independent

The Parties agree that each covenant herein shall be construed to be independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Agreement is held to be unenforceable or unreasonable by a court or agency having competent jurisdiction in any final decision to which we are a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resultant covenant were separately stated in and made a part of this Agreement.

B. Franchisee's Principals

The term "Franchisee's Principals" shall include, collectively and individually, Franchisee's spouse, if Franchisee is an entity, all managing partners, general partners, members, managers, shareholders, officers, directors and other operational personnel whom we designate as Franchisee's Principals and all holders of an ownership interest in any entity directly or indirectly controlling Franchisee, and any other person or entity controlling, controlled by or under common control with Franchisee. The initial Franchisee's Principals shall be listed on Schedule 7 of this Agreement.

C. Franchisee Will Not Compete Against Franchisor

Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training, our Confidential Information and our System.

Franchisee agrees that, except as otherwise approved in writing by us, Franchisee shall not, during the term of this Agreement and for a period of two (2) years from the date of (i) a transfer permitted under this Agreement; (ii) the expiration or termination of this Agreement (regardless of the cause for termination); or (iii) a final order of a duly authorized arbitrator, panel of arbitrators, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section XIX.C, either directly or indirectly for itself, or through, on behalf of, or in conjunction with, any person, persons, or legal entity, own, maintain, operate, engage in, be employed by, or have any interest in any business using any aspect of the System, the overall Salty Paws® business concept, with similar Products and/or Services of a Salty Paws® Business within a ten (10) mile radius of the Accepted Location designated hereunder or within a ten (10) mile radius of any other System franchise

or company-owned business in existence or planned as of the time of termination or expiration of this Agreement as identified in the Franchise Disclosure Document in effect as of the date of expiration or termination of this Agreement.

The unenforceability of all or part of this covenant not to compete in any jurisdiction will not affect the enforceability of this covenant not to compete in any other jurisdictions, or the enforceability of the remainder of this Agreement. This covenant not to compete is given in part in specific consideration for access to trade secrets provided as a part of our training or ongoing support programs. In any jurisdiction in which the covenant contained in this Section XIX or any part of it is deemed not enforceable in whole or in part, Franchisee hereby grants us an option to purchase Franchisee's Business on expiration or termination of this Agreement. In such case, we may exercise this option by giving thirty (30) days' written notice to Franchisee (Sections XXII.C and XXII.E). On termination or expiration, Franchisee will deliver to us a list of these Assets (as described in Section XXIV.G) and their cost as well as receipts evidencing their cost. Franchisee must relinquish possession on receipt of payment, but no later than ninety (90) days after expiration or termination. Franchisee's other post termination obligations under this Agreement and by law remain in effect on termination or expiration of this Agreement.

D. Exception to Covenant Not to Compete

Section XIX.C hereof shall not apply to ownership by Franchisee or any of its Owners of less than a five percent (5%) beneficial interest in the outstanding equity securities of any Publicly-Held Corporation. As used in this Agreement the term "Publicly-Held Corporation" shall be deemed to refer to a corporation whose securities have been registered under the Federal Securities Exchange Act of 1934.

E. Franchisee Will Not Divert Business

During the term of this Agreement and for a period of two (2) years following the expiration or termination of this Agreement, Franchisee agrees that it will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity:

1. Solicit, service, sell or attempt to divert business directly or indirectly to any competitor by direct or indirect inducement or otherwise, or any customers of its Business or any other franchisee including company-owned businesses with which or with whom Franchisee has had contact during the term of this Agreement; or
2. Do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Names and Marks or the System or both.

F. Franchisor Is Entitled to Injunctive Relief

In addition to any and all other remedies and damages to which we are entitled, in order to protect our Names, Marks, Products, Services, Confidential Information, proprietary materials and rights, and goodwill, we may seek a permanent injunction and the preliminary or temporary equitable relief we deem necessary, to restrain the violation of this Agreement by Franchisee or any persons, parties, and entities acting for Franchisee. Franchisee agrees that we may obtain the injunctive relief and enter it in any court or arbitration forum that we deem appropriate.

In recognition of the difficulty in determining on an expedited basis the value of, and the necessity of us to avoid irreparable harm and to protect, our Names and Marks, Products, Services, Confidential

Information, methods of operation, copyrighted materials, patents, trade secrets, proprietary materials and rights and goodwill, Franchisee waives, to the extent permitted by law, the right to interpose the defense that we have an adequate remedy at law. Franchisee further waives any requirement that we post a bond or other security, to the extent permitted by law.

G. Covenants Are Enforceable Independent of Claims

Franchisee expressly agrees that the existence of any claim it may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of the covenants of this Section XIX. Franchisee further agrees that we shall be entitled to set off any amounts owed by us to Franchisee against any loss or damage to us resulting from Franchisee's breach of this Section XIX.

H. No Right of Set-Off

Franchisee expressly agrees that the existence of any claims it 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 XIX and there shall be no set off for your claim. Franchisee agrees to pay all damages, costs and expenses (including reasonable attorney's fees) incurred by us in connection with the enforcement of this Section XIX.

I. Disclosure of Contact Information in FDD

Franchisee acknowledges that its contact information will be included in our Franchise Disclosure Document in the future, as required by Delaware and other state agencies and the Federal Trade Commission, and that such inclusion may result in prospective franchisees contacting Franchisee.

XX. OBLIGATIONS OF THE FRANCHISOR: SUPERVISION, ASSISTANCE AND SERVICES

We shall provide Franchisee with the following assistance and services:

A. The Training Program

We will provide the initial training program at our headquarters or another location of our choice. Initial training will take place after Franchisee pays the Initial Franchisee Fee, but before Franchisee opens the Franchised Business. We will provide this initial ten (10) day training program without charge for Franchisee and up to two (2) additional individuals (total of three people), being the Owners, or Manager as designated by Franchisee no earlier than sixty (60) days before the date the Franchisee anticipates Opening of the Shop (as defined in Section IX.B). Franchisee will, however, be responsible for travel, accommodation, food, and other costs for all its attendees. Franchisee must attend and satisfactorily complete our training program within the timeframes specified above. If Franchisee, its Owners or Manager fails to timely complete the initial training program to our satisfaction, Franchisee has the right to appoint another Manager to be trained by us at Franchisee's expense and if the other Manager does not satisfactorily complete the training to our satisfaction, then we may terminate this Agreement as described in Section XXIII.C. Any person designated by Franchisee to replace a previously trained Owner or Manager must be trained by Franchisee at its cost or can attend our additional training program at Franchisee's cost as provided below. For a second or subsequent franchise we will not be obligated to provide additional training to Franchisee.

We may reasonably require Franchisee, its Owners or Managers to receive or attend and complete to our satisfaction additional or advanced training from time to time. Franchisee may be required to pay a fee for such training of up to two hundred dollars (\$200) per person per day. Franchisee must also pay for travel, food, and accommodations and all other related expenses. We will attempt to use distance learning techniques where possible, to minimize these costs.

Depending on availability, we may provide additional training to Franchisee for Franchisee's Owners, Manager and/or Employees at Franchisee's request. Franchisee may be required to pay us any additional costs over and above the additional training fees such as travel that we reasonably incur should training be held at Franchisee's Business. If additional training is held at our corporate headquarters, Franchisee will be responsible for travel, food and accommodations and other expenses of its trainees.

We offer training resources, such as the Operations Manual to assist franchisees at their business location. Franchisee acknowledges that its compliance with the Operations Manual is vitally important to us and other System franchisees and is necessary to protect our representation and the guidance of the Names and Mark and to maintain the uniform quality of operation throughout the System. However, while the Operations Manual is designed to protect our reputation and the good will of the Names and Marks the Operations Manual is not designed to control the day-to-day operation of the Business. Franchisee shall give us not less than thirty (30) days' notice of the dates and times when Franchisee is available for training. Training dates must be mutually agreed upon by us and Franchisee.

- i. We shall also offer additional training resources to the Franchisee to be determined by us, for the operation, advertising and promotion of the Business including refresher training programs, seminars, workshops, annual conferences, and information may be available through the intranet system on our website for the benefit of the Franchisee and the Franchisee's employees. We may charge a reasonable fee for additional training if deemed appropriate (distinct from continuing education) but not to exceed the additional training fee. All traveling, food, accommodations and other expenses incurred by the Franchisee or Franchisee's representatives or employees attending additional training shall be paid by Franchisee.
- ii. We may conduct an annual conference at such place as shall be designated by us for all Franchisees but initially will most likely be our headquarters. A registration fee for each participant may be required not to exceed \$500 per person and their expenses and Franchisee will be responsible for costs associated with attending the conference such as travel, food, accommodations and other expenses. We reserve the right to increase the fee a reasonable amount based on reasonable criteria.
- iii. We may provide continuing education sessions ("Continuing Education") at locations designated by us but most likely at our headquarters. Continuing Education sessions may have a registration charge of two hundred dollars (\$200) per day per person. Franchisee is responsible for all costs associated with attending such sessions such as travel, food and accommodations or our expenses (such as travel, food and accommodations) if we provide Continuing Education sessions onsite at Franchisee's Business. The Continuing Education sessions will normally not exceed one (1) day and it is expected we will at least have quarterly sessions subject to special need. The content will cover particular aspects of the Franchise including but not limited to new Products, Services, programs, recipes and product preparation; updated lists of approved products, supplies, kitchen equipment or services Franchisee is authorized to use; customer service and operational

standards, technology and software developments; sales, promotional and marketing programs; administration and so forth. We reserve the right to increase the per day fee a reasonable amount based on reasonable criteria.

We may, but are not obligated to, offer additional training resources to the Franchisee to be determined by us, for the operation, advertising and promotion of the Business which may include certification programs, seminars, workshops, product or service training programs, annual convention and information available through our website for the benefit of the Franchisee and the Franchisee's employees. We may charge a reasonable fee for additional training if deemed appropriate. Any and all travel, food, and accommodations and other expenses incurred by the Franchisee or Franchisee's representatives or employees attending our training shall be paid by the Franchisee.

As part of the initial training program, we will provide Franchisee with: a written list of approved Products, Services, programs (such as our Community Give-Back Programs) Franchisee can offer in its Business; a written list of recipes including product preparation, presentation and packaging standards; a written list of approved products, kitchen equipment, supplies and services (as described in Section XII.I) Franchisee is authorized to purchase and use; a written list of approved vendors and suppliers to purchase products, supplies, kitchen equipment and services from; strategies for purchasing such products, kitchen equipment and supplies; specifications, maintenance and operation guidelines for all kitchen equipment and technology items; a written list of merchandising and presentation standards; a written list of cleaning standards and recommended procedures for hiring and training Employees; access to our intranet system, our Operations Manual, product knowledge and specifications, suggested pricing for Products and Services, inventory management guidelines, operational standards and techniques in efficiencies; customer service standards, safety procedures, social media, marketing and promotional strategies in addition to software programs required in the operation of the Shop. We reserve the right, in our sole discretion, to add, modify and change such training from time to time. Franchisee will be responsible for all costs associated with the administration of such changes.

We will provide Franchisee with any Software, if developed. Basic initial training for the Software and all other software programs necessary to run the Business will be provided as part of the initial franchise training program. In addition, we may provide technical support, ongoing assistance, consultation and upgrade requirements for Franchisee's computers, POS system and software. We will update and make changes to the Software, if developed, as we deem necessary. We will provide recommendations for other software programs necessary for the operation of the Business. All costs associated with installation, upgrading, protecting and maintaining the computers, POS system and all other software programs necessary for the operation of the Business are the sole responsibility of the Franchisee.

We will provide up to five (5) days of either pre-opening or grand opening supervision on-site assistance at Franchisee's Shop. Franchisee shall give us not less than thirty (30) days' notice of when Franchisee wants us to provide either pre-opening or grand opening supervision and guidance. The dates for our visit for such assistance and guidance must be mutually agreed upon by us and Franchisee. Such assistance shall be completed no earlier than two (2) weeks prior to the opening date of the Shop for operation and completed no later than ninety (90) days once the Shop is open for operation. Any costs incurred by us in connection with the pre-opening or grand opening supervision and assistance onsite at Franchisee's Business within the timeframe as described above will be paid by us. If Franchisee does not take advantage of this onsite assistance and guidance within the timeframe described above, then we are not obligated to provide such assistance to Franchisee without charging Franchisee for the actual wages and travel expenses incurred by us. For Franchisee's second and subsequent Businesses, we will provide the same pre-opening or grand opening supervision and assistance as described above; however, Franchisee will be responsible for actual wages and travel expenses incurred by us. In such circumstances where Franchisee is responsible for actual wages and travel expenses, we will provide Franchisee with invoices for amounts owed and we may require Franchisee to pre-pay all or a portion of the actual amounts incurred

by us. Additional support requested by Franchisee will be subject to the training charges as described in Section XX.A.

We will provide ongoing guidance in the operation of Franchisee's Business and provide assistance to resolve operational challenges which Franchisee may encounter outside the scope of the Operations Manual. This guidance can be furnished in whatever manner we consider appropriate in our Business Judgment, including electronically via an intranet system, free of charge, to answer questions from Franchisee and its staff (responses to be provided as promptly as possible during regular business hours Eastern Time zone). We will conduct, when and as frequently as we deem advisable, onsite inspections of the Business and evaluations of management and operations in order to assist the Franchisee and maintain System standards, quality, appearance and service. If we have not inspected the Franchisee's Shop in the past twelve (12) months and Franchisee would like to have an inspection performed, Franchisee must notify us in writing and we will perform an inspection within three (3) months of Franchisee's request. For any inspection that Franchisee requests, the cost of the inspection will be at Franchisee's expense. Guidance may also be furnished in writing, telephonically, through training programs and/or onsite consultations or web based computer training, among other methods. Onsite consultations are subject to additional training fees (as mentioned above) in addition to any and all travel, food, accommodations, and other expenses incurred by us and shall be paid by Franchisee.

We will provide guidance to Franchisee in its efforts to obtain all licenses, permits, approvals and inspections required by governmental agencies to construct and operate the Shop. Ultimately, however it is Franchisee's responsibility and obligation to obtain and maintain all such licenses, permits, approvals and inspections and all out of pocket costs associated with obtaining and maintaining such licenses, permits, approvals and inspections as described in Section XII.C of this Agreement.

We may, from time to time, provide to Franchisee, at Franchisee's expense, such advertising and promotional plans and materials (including photographs) for local advertising as described in Section XII.L of this Agreement and may direct the discontinuance of such plans and materials (including all photographs), from time to time. All other advertising and promotional materials that Franchisee proposes to use must be reviewed and approved by us, pursuant to Section XII.L. The Franchisee will not use any disapproved advertising or promotional materials.

We may provide emails, memos, newsletters, bulletins, brochures, manuals and reports, if any, as may from time to time be published by or on our behalf regarding our plans, policies, developments and activities. In addition, we may provide such communication concerning: new Products, Services, programs (such as our Community Give-Back Program), industry developments, recipes, product preparation, presentation and packaging standards; kitchen equipment, operating procedures, training, software, marketing, advertising and improvements to management that we feel are relevant to the operation of the Business and communication with other franchisees by means of an intranet system. We may also establish a Franchisee elected peer group whose main purpose will be to mentor, support each other and regularly communicate with franchisees. We have the power to dissolve, merge, or change such peer advisory groups.

We shall also provide guidance and specifications for all kitchen equipment, furnishings, fixtures, technology items (as described in Section XII.I), software, menu boards and signage necessary to operate the Business. In addition, we shall provide guidance for establishing standardized accounting, bookkeeping, cost management and inventory tracking systems. The cost for such updates and/or upgrades is Franchisee's responsibility.

All of our obligations under this Agreement shall benefit only the Franchisee, and no other party is entitled to rely on, enforce, benefit from or obtain relief for breach of such obligations, either directly or by subrogation.

B. Website

We will provide to Franchisee a Salty Paws® URL housed within the corporate website that will include portals online for additional training, advertising, operational and support materials. Franchisee may customize parts of the website with our approval; however, the look of the website must remain consistent as specified in the Operations Manual. Franchisee agrees and acknowledges that maintenance and any changes, edits or updates to the website must be performed by us, our affiliates and/or approved vendors. Upon approval of Franchisee's request, which must be submitted in writing, Franchisee is responsible for the cost of such changes. Franchisee may neither establish nor use any website or perform any type of website promotion over the Internet without our prior written approval and if such approval is granted Franchisee must comply with our requirements regarding discussing, advertising or disseminating any information on a website, regarding the Business as described in Section VI of this Agreement. We shall own all copyright and other intellectual property rights to the website, as well as the contents of the corporate website or any other website upon expiration or termination of this Agreement as described in Section XXIV.E and this agreement constitutes a "work for hire". In the event that an arbitral panel or a court of competent jurisdiction holds that the customizations or contents are not works for hire, then the Franchisee agrees to assign all copyright and other intellectual property rights to the customizations to us. The term "all copyright and other intellectual property rights" shall include ownership rights in all media, whether now known or hereinafter invented, by all means, methods, and processes, whether now known or hereinafter invented, including interactive rights and rights to derivate works.

C.Site Selection

Franchisee has the responsibility for selecting a site for the Business. If Franchisee is leasing a space for the Business, we must review and approve the lease prior to the lease being signed. If the Franchisee is purchasing property, we must review and approve the purchase contract prior to it being signed. We will review and approve or disapprove the location of the Business and will not unreasonably withhold our approval. Franchisee is responsible for all lease negotiations. We shall have the right, but not the obligation, to inspect the Business prior to opening. The Franchisee is responsible for all lease negotiations.

We do not represent that we have any special expertise in selecting sites. Our approval of a site is not a representation or warranty that the Business will be profitable or that Franchisee's sales will attain any predetermined levels. Approval is intended only to indicate that the proposed site meets our minimum criteria for identifying sites. Franchisee agrees that our approval or disapproval of a proposed site does not impose any liability on us.

D. Shop Layout and Design

We will assist the Franchisee in the review of the layout and design of the Shop prior to the Franchisee signing a lease or sublease. We will provide Franchisee with guidelines of the layout and design of its Shop however, Franchisee may need to hire its own architect, at its own expense, to create a complete set of drawings based on the facility size and local permitting requirements. We must review and approve Franchisee's architect's final plan. We do not represent that we have any special expertise in approving architectural plans. Our approval of Franchisee's architectural plan is not a representation or warranty that such plan will meet local permitting requirements or that such plan will not have to be revised or done over again in order to get final approval by local authorities. Approval is intended only to indicate that the Shop is set up and meets our minimum criteria. Franchisee agrees that our approval or disapproval of Franchisee's architectural plans do not impose any liability on us. The costs of leasehold improvements,

equipment, furniture, fixtures, technology items, signs and décor for finishing out the Shop are the responsibility of the Franchisee.

We will make available to Franchisee, at no charge, and advise Franchisee with regards to design plans, floor plans and mandatory specifications for the construction and layout of the Shop which includes the exterior and interior design. Franchisee acknowledges that such specifications shall not contain the requirements of any federal, state or local law, code or regulation (including without limitation those concerning the Americans with Disabilities Act (the “ADA”) or similar rules governing public accommodations or commercial facilities for persons with disabilities). Franchisee must adhere to all local zoning ordinances, regulations, fire, health and building codes, compliance with all of which shall be Franchisee’s responsibility and at Franchisee’s expense. Franchisee shall adapt, at Franchisee’s expense, standard plans and specifications for the Shop, subject to our approval, as provided in Section XII.T of this Agreement, which will not be unreasonably withheld, provided that such plans and specifications conform to our general criteria.

Franchisee understands and acknowledges that we have the right to modify the final set of drawings, architectural plans, floor plans, schematics and/or specifications as we deem appropriate, periodically (however we will not modify the final set of drawings, architectural plans, floor plans, schematics and/or specifications for the Shop developed pursuant to this Agreement once those final set of drawings, architectural plans, floor plans, schematics and/or specifications have been approved by us and given to Franchisee).

E. Hiring Employees

We provide Franchisee with recommended hiring guidelines when hiring Employees (defined in Section XII.F of this Agreement) for the Business. These guidelines are provided for reference only and Franchisee acknowledges that it bears the sole responsibility for hiring, training and firing Employees. Further, Franchisee acknowledges that we are not responsible for and do not direct or control the conduct of Franchisee’s employees. Such recommendations and suggestions will be covered in the initial training program and are specified in the Operations Manual. Franchisee understands that such recommendations and suggestions will be updated and may change periodically at our discretion. Franchisee can negotiate any rate for Employees. Franchisee may be provided with a recommended rate or wage schedule and may elect to use, subject to applicable laws, these rates or wages as a guide when hiring Employees. Franchisee acknowledges that we have made no guarantee or warranty that using such recommended or suggested rates or wages will enhance Franchisee’s sales or profits. Rate or wage negotiations with Employees are the sole responsibility of the Franchisee. Franchisee acknowledges that it is fully in charge of hiring of all employees and for managing those employees on an on-going basis. Our input as to hiring and management of employees are suggestions and guidelines which we believe are important, and except for specific requirement set forth in this Agreement or the Manual, Franchisee is responsible for making all employee related decisions.

Failure of Franchisee to adhere to our guidelines and standards when hiring Employees, which may include the requirement of criminal background checks for all prospective employees may be considered a breach of this Agreement and we may terminate the Agreement in our sole discretion, except where the Franchisee has reasonable cause to deviate from our standards as described in Section XXIII.C of this Agreement.

F. No Warranties Other than in Writing

With respect to any products, supplies, kitchen equipment and services (as described in Section XII.I) provided by us or our affiliates and/or any person/company referred/approved by us or our affiliates,

other than specific written warranties expressly provided in connection with such items, such items are provided without any warranties, express or implied, the warranties of merchantability, quality of such items, accuracy of informational content, system integration and suitability for a particular purpose being expressly disclaimed. In addition, we make no warranties regarding any open source code contained in any software that we may provide to the Franchisee. We do not warrant that any such software shall be free of bugs, viruses, worms, or Trojan horses.

We are not liable for any guarantee that Franchisee or any Owners, Manager, agents or Employees make to any customer or third party. Franchisee will offer and fully comply with all gift certificate, gift card program, loyalty program, Community Give-Back Programs, membership programs and/or promotions as developed and designated by us as described in Section XII.H of this Agreement. Franchisee will not misrepresent or omit or fail to state any guarantee when such programs are implemented

G. Operations Manuals

We will revise the Operations Manual and the contents of any other manuals and materials created or approved for use in the operation of the Business, from time to time as we deem necessary to improve on our methods of operations. Franchisee expressly agrees that each new or changed standard shall be deemed effective upon receipt by Franchisee or as specified in such standard. We will lend Franchisee the confidential Operations Manual for the initial Franchisee training session and if Franchisee satisfactorily completes training, then for the term of this Agreement. If the copy of the Operations Manual loaned to Franchisee is lost, stolen or destroyed before Franchisee returns it to us, Franchisee must replace such manual its own expense.

The Operations Manual is designed to protect the System and the Names and Marks associated with the System, and not to control the day-to-day operation of the Business. Franchisee at all times will remain responsible for the operation of the Business and all activities occurring at or associated with the Business.

Franchisee shall at all times treat the Operations Manual, and any of our written directives, any business plans and specifications, and any other manuals created for or approved for use in the operation of the Business, and any supplements or amendments thereto, and the information contained therein, in trust and as Confidential Information, as well as our trade secrets, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

The Operations Manual, written directives, other manuals and materials, and any other confidential communications provided or approved by us, shall at all times remain our sole property and shall at all times be kept and maintained in a secure place at the Business premises.

Any suggestions the Franchisee may have concerning the improvement of Franchisee's website or our: Products, Services, recipes, website, facilities or service format; products, supplies, kitchen equipment, services, vendors and/or suppliers (as described in Section XII.I); our website (and Franchisee's website), promotional programs, advertising and marketing materials are encouraged and shall be considered by us when adopting or modifying the standards, specifications and procedures for the System.

H. Selecting Vendors

We shall provide Franchisee with a written list of approved vendors and suppliers that may include or be limited to us or our affiliates for products, supplies, kitchen equipment and services (as described in

Section XII.I) necessary for the operation of the Business. We will provide Franchisee with a list of all approved products, supplies, kitchen equipment and services that Franchisee is authorized to use, offer or sell in the operation of its Business; and a written list of all approved vendors and suppliers to lease and/or purchase such items from during the initial training program. Franchisee understands that such lists will be updated and may change periodically at our discretion and Franchisee agrees to implement such updates at Franchisee's expense as described in Section XII.I of this Agreement. We will train Franchisee on strategies for purchasing and/or leasing such items during the initial training program. Franchisee will be required to submit in writing alternate products, supplies, kitchen equipment, services, vendors or suppliers to us for approval as described in Section XII.I of this Agreement. Franchisee acknowledges that we may receive royalties and/or other payments from some or all of the approved vendors.

I. Availability of Products, Supplies and Kitchen Equipment

We will use commercially reasonable efforts to ensure that authorized vendors and suppliers, which may include or be limited to us and our affiliates, maintain a reasonable supply of products, supplies and kitchen equipment (as described in Section XII.I) for purchase by Franchisee. We require that the Franchisee lease or purchase such items from us, our affiliates or approved vendors and/or suppliers. We will provide Franchisee with a list of written specifications for such items along with a list of approved vendors and Franchisee is responsible for acquiring all such items as are necessary for the operation of the Business. All items that are provided by us or our affiliates will be competitively priced, taking into account equivalent quality and other reasonable considerations.

We reserve the right to establish minimum and maximum pricing on certain Products and rates for Services from time to time based on competition prevalent within the pet and retail industry, as legally allowed (as further described in Section XX.K). We shall publish inventory and Minimum Representation requirements in the Operations Manual and such requirements may be amended from time to time by us in our sole discretion.

We reserve the right to implement a centralized purchasing system for franchisees and to negotiate prices and terms with vendors and suppliers and to receive rebates or other financial incentives from such purchases by franchisees. We may utilize such rebated funds in any manner we choose in our sole discretion as more fully described in Section X.B. We reserve the right to require franchisees to purchase all products, supplies, kitchen equipment and services (as more fully described in Section XII.I) through our proprietary intranet portal.

We will provide you with minimum and maximum prices at which you must sell your products and services.

J. Advertising and Promotion

We shall develop and provide creative materials (including photographs) that could be used for local and regional advertising at our expense and make such advertising and promotional materials available to our franchisees. Publication or distribution of such materials in the Franchisee's market area shall be at Franchisee's own expense. We will provide specific guidelines for advertising, marketing, social media strategies and promotions initiated by individual franchisees and shall reserve the right to disapprove any advertising, marketing, social media strategy and promotions, which, in our opinion, are not in accordance with these guidelines. However, no such approval shall be unreasonably withheld or denied. Immediately upon notification to do so, Franchisee shall discontinue any advertising or social media

strategy that would, in our opinion, be detrimental to any franchisee or any part of the System or the Franchise.

K. Suggested Pricing for Products and Services

We will provide Franchisee with guidance and suggested pricing for Products and rates for Services offered by our franchisees. Franchisee shall have the right to sell Products and offer Services at any price and/or rate Franchisee may determine and we reserve the right, to establish minimum and maximum pricing and/or rates for any given Product or Service nationwide to the extent allowed by federal and state laws as explained in Sections XII.H and XII.I of this Agreement. Suggested pricing for Products and rates for Services may vary from region to region to the extent necessary to reflect differences in costs and other factors applicable to such regions. If Franchisee elects to sell any Product or offer any Service at any price and/or rate recommended by us, Franchisee acknowledges that we have made no guarantee or warranty that offering such Products or Services at our recommended prices and/or rates will increase Franchisee's revenues, sales or profits.

We will provide Franchisee with Community Give-Back Program specifications and recommended procedures when accepting returns from customers in addition to a sample set of forms including policies, contracts, waivers, agreements, brochures, promotional, marketing materials and various operational forms for use in the Business during the initial training program. We do not warrant the completeness, legality or enforceability of any agreements or forms. Franchisee must retain its own counsel to review and revise such agreements and forms to comply with applicable federal and state laws. At our discretion, any and all forms used by Franchisee shall be subject to our review and approval and our decision of such approval will be provided within thirty (30) days after such forms are received by us.

We will continue to research and develop new Products, Services and programs as we deem appropriate in our sole discretion. We may conduct market research and testing to determine consumer trends and salability of new Products, Services and programs. If we select Franchisee, Franchisee can choose to participate in a market research program to test market new Products, Services and/or program in the Business and provide us with timely reports and other relevant information regarding that market research. If Franchisee participates in any test marketing, Franchisee agrees to purchase, at Franchisee's expense, a reasonable quantity of products, supplies, kitchen equipment or services being tested and to effectively promote and make a good faith effort to offer and/or sell Products and Services associated with them. Franchisee shall participate in and comply with our Community Give-Back Programs, loyalty programs and all sales and promotional programs and/or Product promotions established by us.

L. Business Planning Assistance

After Franchisee signs this Agreement, we may review and comment on any business plan and pro forma financial projections Franchisee prepares at no expense to Franchisee. We do not represent that we have any special expertise in reviewing or developing business plans, or that any business plan developed by us will result in any profits, revenues, incomes, margins, or sales. Our review and commentary of a business plan or financial pro-forma is not a representation or warranty that the Franchisee's business will be profitable, that the Franchisee will earn any revenues, or that Franchisee's sales will attain any pre-determined sales levels. Our review and commentary is intended only to provide information sharing to Franchisee and Franchisee agrees that such review and commentary does not impose any liability on us. Franchisee specifically acknowledges that we have not reviewed or commented on any business plan or pro-forma prior to the Effective Date of this Agreement.

XXI. VARYING STANDARDS

Because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, in our sole and absolute discretion and as we may deem to be in the best interests of all concerned in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular Business or circumstance, physical characteristics, freeway access, density of population or trade area, existing business practices, or any other condition which we deem to be of importance to the successful operation of such Franchisee's Business. Franchisee shall not have any right to object to a variation from standard specifications and practices granted to any other franchisee and shall not be entitled to require us to grant to Franchisee a like or similar variation, unless the laws of the Franchisee's state expressly require us to grant such a similar variation.

Franchisee acknowledges that when we use the phrases "sole and absolute discretion," "sole discretion" and/or "Business Judgment," whether in this Agreement or another context, we and Franchisee agree that we have the wholly unrestricted right to make decisions and/or take (or refrain from taking) actions except that we will not do so arbitrarily. We shall use our judgment in exercising such discretion based on our assessment of the interests we consider appropriate and will not be required to consider Franchisee's individual interests or the interests of any other franchisee(s). Franchisee, we and all other franchisees have a collective interest in working within a franchise system with the flexibility to adjust to business conditions, including but not limited to the competitive environment, new regulatory developments and emerging business opportunities. Therefore, we and Franchisee agree that the ultimate decision-making responsibility for the System must be vested in us. So long as we act in material compliance with the requirements of this Agreement, we will have no liability for the exercise of our discretion in accordance with the provisions of this Agreement.

XXII. RELOCATION, ASSIGNMENT, TRANSFER, SALE OR PURCHASE OF FRANCHISED BUSINESS

A. Relocation

Any relocation (1) shall be to a location within the Territory, (2) requires our prior written consent, which we may grant, condition or withhold in our Business Judgment (and may be withheld, in any case, if Franchisee is not in good standing), (3) will be at Franchisee's sole expense; and (4) will require that Franchisee (and each Owner if an Entity) sign a general release.

B. General Requirements for Assignment by Franchisee

Franchisee shall not voluntarily or involuntarily transfer, sell, assign or encumber any interest in or ownership or control of Franchisee, the Franchised Business, and/or its assets, the Business or this Agreement (however Franchisee is allowed to transfer up to twenty percent (20%) of its shares or other ownership interests as described below), except in the ordinary course of business, or make any lease or sublease of any property Franchisee is leasing or subleasing in connection with the Business, without our prior written consent. Any attempted sale, assignment or transfer of any interest in Franchisee, the Franchised Business, and/or its assets, the Business or this Agreement without our prior written consent will be a default under the terms of this Agreement, and will be voidable by us. In granting any such consent, we may impose reasonable conditions, including, without limitation, the following:

1. Franchisee must be in full compliance with the terms of this Franchise Agreement, including being paid in full on all fees due and having settled all outstanding accounts with us, our affiliates and all suppliers;
2. The proposed transferee (if an Entity then its Owners) must meet our then-applicable standards;
3. The proposed transferee (or its owners if an Entity, managers, directors or officers) must not operate a franchise, license another or operate businesses offering products and services similar to those offered by a Salty Paws® Business;
4. We shall charge a flat transfer fee of two thousand five hundred dollars (\$2,500) to Franchisee when transferring a part of its Franchise Business (defined as up to 49% of the stock, membership units, partnership units or share of any business trust); or a flat transfer fee of ten thousand dollars (\$10,000) when Franchisee transfers its entire Franchise Business upon our written consent (defined as all other transfers). The term “flat transfer fee” means that Franchisee shall pay this amount regardless of whether our actual cost to process the transfer is higher or lower than such amount. The flat transfer fee will include, but not be limited to, reasonable attorney’s fees actually incurred, the cost of investigating the transferee and our administrative expenses (including employee salaries, sales staff commissions, travel costs, out of pocket costs properly attributable to the transfer). In addition, if the transferee was already in our lead database at the time of first contact between Franchisee and the transferee, we may require Franchisee to pay a referral fee (which amount will be customary for the transaction), in addition to the flat two thousand five hundred dollar (\$2,500) or ten thousand dollar (\$10,000) fee described above, plus the amount of any broker fees that we are responsible for paying to third parties (does not include our employees);
5. Transferee must pay for and successfully complete the training programs then required of new franchisees at a cost of two hundred dollars (\$200) per person per day and our expenses, subject to increase from time to time.
6. Franchisee shall have substantially complied with all of the terms and provisions of this Agreement, any amendment hereof or successor hereto, or any other agreements between the Franchisee and our subsidiaries or affiliates and, at the time of transfer, shall not be in default;
7. Franchisee shall have executed a general release, in a form satisfactory to us, of any and all claims against us and our officers, directors, shareholders, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances;
8. The transferee (and, if the transferee is other than an individual, such principals and/or owners of a beneficial interest in the transferee as we may request) shall enter into a written assumption agreement, in a form satisfactory to us, assuming and agreeing to discharge all of Franchisee’s obligations, known by transferee after reasonable inquiry, under this Agreement and/or any new franchise agreement;
9. The transferee must meet our subjective and objective standards, including all quality standards, experience, talent, skills, educational, managerial, business and financial capacity; has the aptitude and ability to operate a Salty Paws® business; and has adequate financial resources and capital to operate the Business;

10. The transferee (and, if an Entity its Owners of a beneficial interest in the transferee as we may request) shall execute and agree to be bound by the then current form of this Agreement, which form may contain provisions that materially alter the rights or obligations under this Agreement. Alternatively, we may in our sole discretion require the transferee to sign the then current form of this Agreement then being used by us, but where the term will end on the expiration date of this Agreement and with such renewal term, if any, as may be provided by this Agreement and the following requirement apply: (i), the transferee shall sign all other ancillary agreements as we may require for the Franchise Business as required under the then current form of this Agreement, which agreements shall supersede this Agreement in all respects, and (ii) additional changes to the terms of the Agreement may be made at our sole discretion, which include, without limitation, higher royalty fee payments, advertising contributions and renewal rights;
11. The transferee, at its expense, shall upgrade the Business to conform to our then-current standards and specifications of the System and shall complete the upgrading and other requirements within the time specified by us;
12. Franchisee shall remain liable for all of the obligations to us in connection with the Franchise Business it incurred prior to the effective date of the transfer and shall execute any and all instruments reasonably requested by us to evidence such liability;
13. Franchisee must obtain and submit satisfactory evidence of transfer or consent of lenders, lessors and governmental authorities for all material permits, approvals and licenses;
14. Franchisee may transfer up to twenty percent (20%) of its shares or other ownership interests to any person or entity, in the aggregate, without invoking this provision, provided that in connection with any such transfer of more than ten percent (10%) ownership the transferee executes the same Guaranty and other agreements which would be required upon execution of this Agreement by Franchisee, if such transferee had then been the owner of such percentage of Franchisee's shares or other ownership interests. Franchisee's transfer of an ownership interest without complying with the foregoing, or transfers of more than twenty percent (20%) ownership in the Franchisee's entity, in one or more transfers, without our prior written approval is a material breach of this Agreement;
15. The transferee shall agree to a sublease or to a transfer and assignment, and assumption of the lease of the Business from the original Franchisee and shall obtain the landlord's approval if required prior to any transfer or sublease, if applicable;
16. The transfer must be completed in compliance with the terms of any applicable leases and other agreements and with all applicable laws, including but not limited to licensing and operations-related laws and/or laws governing franchise sales;
17. Franchisee agrees that we may (but are not required to) discuss with Franchisee and/or the proposed transferee any matters related to any transfer at any time which we consider to be appropriate in our Business Judgment without liability (including our opinion of the terms of sale, performance of the Franchise, etc.). Franchisee expressly consents to any such discussions by us and we may contact any proposed transferee directly regarding such matters or otherwise;

18. Neither Franchisee nor any transferee shall rely on us to assist in the evaluation of the terms of any proposed transfer. Franchisee acknowledges and agrees that an approval of a proposed transfer shall not be deemed to be an approval of the terms, nor any indication as to any likelihood of success or economic viability;
19. Franchisee and its Owners and/or Principals will agree not to compete, not to divert customers of ours, or attempt to hire employees, after the transfer in accordance with restrictions acceptable to us and substantially similar to those described in Section XIX.C of this Agreement; and
20. Franchisee and its Owners and/or Principals will not directly or indirectly at any time or in any manner (except with respect to other Salty Paws® Businesses that Franchisee or its Principals own and operate) identify itself or any business as a current or former Salty Paws® business owner or as one of our franchise owners; use any Mark, any colorable imitation of a Mark, or other indicia of a Salty Paws® business in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us as described in Sections XXIV.A and XXIV.C of this Agreement.

In addition, the Franchisee must submit copies of the draft Asset Purchase Agreement or Ownership Purchase Agreement, all draft Promissory Notes, and Security Agreements, with the transferee, regardless of whether they are Franchisee financed or lender financed. In addition to all other grounds for rejection, we have the right to reject any proposed purchase of the assets of the Franchised Business or any type of ownership interest in the Franchisee or Franchised Business on the grounds that the proposed transferee has, in our sole opinion, taken on too much debt.

C. Transfer, Sale or Assignment by Franchisor and Franchisor's Right of First Refusal

Franchisee acknowledges that we have an unrestricted right to sell, transfer or assign our rights or obligations under this Agreement to any transferee or legal successor of ours.

We have a right of first refusal regarding any proposed sale, assignment or transfer by Franchisee subject to this Agreement. During the term of this Agreement, if Franchisee, any of its Owners wish to sell, assign or otherwise transfer an interest in this Agreement, the Franchised Business and/or its assets, or an ownership interest in Franchisee (collectively, the "Interest"), then Franchisee will comply with the requirements of Sections XXII.B, XXII.C and XXII.E of this Agreement.

Franchisee will notify us within ten (10) days after Franchisee has commenced discussions or communications even if preliminary, regarding such a proposed sale, assignment or transfer and then send us written updates of the status of such discussions or communications every thirty (30) days thereafter unless and until such discussions or communications have ceased, in which case Franchisee must notify us in writing within five (5) business days that such discussions or communications have ceased. Whether the discussions have ceased or not, at our option, we may require Franchisee to send us, by certified mail or other receipted delivery, copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction as well as any materials Franchisee sends to the buyer or transferee. Before moving forward with any such transaction, Franchisee and its Owners agree to obtain from a responsible and fully disclosed buyer, and then send us, a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating to any proposed transfer. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the

proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer a ten thousand dollar (\$10,000) earnest money deposit (if a proposed disposition is part of a transaction involving additional Salty Paws® businesses, operating under other Franchise Agreements or license agreements with us, the proposed buyer must pay Franchisee this earnest money deposit for each Salty Paws® Business involved).

To enable us to determine whether we will exercise our option, Franchisee or its Owners, shall provide such information and documentation, including financial statements, as we may require (as noted below). In the event that we elect to purchase said Interest, closing on such purchase must occur within ninety (90) days from the date of notice to the Franchisee of the election to purchase said Interest by us. Failure of us to exercise the option afforded by this Section XXII.C shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of Section XXII.B, with respect to a proposed transfer of any Interest. Any later 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.

We may, by delivering written notice to Franchisee or its Owners within thirty (30) days after we receive both an exact copy of the offer and the Preliminary Due Diligence Package (the date on which we have received the exact copy of the offer and the Preliminary Due Diligence Package is called the “Trigger Date”), notify Franchisee of our non-binding preliminary intent to purchase or not to purchase the interest proposed to be sold. The “Preliminary Due Diligence Package” is information and copies of documents (where applicable) that Franchisee supplies to us which consists of Franchisee’s Business financial statements (including weekly and monthly revenue information) for the preceding three (3) years, a copy of the Business’s current lease or sublease (if applicable and if we do not already have it), information about the number and compensation of employees working at the Business, the Franchisee’s merchant account printouts for the past three (3) years, the Franchisee’s bank statements for the past three (3) years along with a description of competing dog ice cream or dog-centric treat businesses offering similar Products and Services operating within the Territory. If we notify Franchisee within thirty (30) days after the Trigger Date (the “First Notice Deadline”) that we are preliminarily interested in exercising our right of first refusal, we will have an additional thirty (30) days after the First Notice Deadline both to conduct our due diligence and then to notify Franchisee of either our binding intent to exercise our right of first refusal or our decision not to exercise this right. This additional period is called the “Due Diligence Deadline”. If we elect to purchase the interest proposed to be sold for the price and on the terms and conditions contained in the offer:

- 1) We may substitute cash for any other form of payment proposed in the offer (such as ownership interests in a privately-held entity);
- 2) Our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes; we may provide promissory notes with the same terms as those offered by the proposed buyer, except as to subordination). Regarding subordination, Franchisee acknowledges and agrees that our obligations under the promissory notes then outstanding to any and all lenders, although senior to the equity rights of its owners will also be senior to the promissory notes given to Franchisee;
- 3) We will have an additional thirty (30) days after the Due Diligence Deadline to close; and
- 4) We must receive, and Franchisee agrees to provide, all customary representations and warranties given a seller of assets of a similar business or the ownership interests in a similar legal entity, as applicable, including, without limitation, representations and warranties regarding:
 - (i) Ownership and condition of and title to ownership interests and/or;

- (ii) Liens and encumbrances relating to ownership interests and/or assets;
- (iii) Validity of contracts and the liabilities, contingent or otherwise, of the entity whose ownership interests are being purchased;
- (iv) All products, supplies, kitchen equipment, technology items (as described in Section XII.I) and other such items necessary to operate the Business are in good working condition and suitable for use;
- (v) No litigation or administrative proceedings pending against the Franchisee, or any of its officers, directors, or Owners arising out of the Franchisee's Business;
- (vi) No notices from any federal, state, or local governmental authority to make any changes to the Business or that negatively affect it;
- (vii) The Franchisee has the authority to sell the assets of its Business, including a copy of all director and/or Owner resolutions;
- (viii) The Franchisee will comply with the Bulk Sales Act, if it is required under the laws of the Franchisee's state;
- (ix) There will be no material adverse change in the operation of the Franchisee's Business between the date of signature of any Asset Purchase Agreement, and the date of settlement;
- (x) There are no tax or employee claims or issues; and
- (xi) The Franchisee will not enter into any transaction between the date of signature and the date of settlement other than in the ordinary course of business.

D. Transfer Upon Death or Mental Incapacity

Upon the death or mental incapacity of any person with an interest in a Salty Paws® Business, the executor, administrator, or personal representative of that person must transfer such interest to a third party approved by us within six (6) months after death or mental incapacity. These transfers, including, without limitation, transfers by devise or inheritance, will be subject to the same restrictions and conditions as any inter vivos transfer. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the conditions of this Agreement, the personal representative of the deceased Franchisee shall have six (6) months to dispose of the deceased's interest in the Business, which disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within six (6) months, we may terminate this Agreement.

Upon the death of the Franchisee or if an Entity, an Owner who owns more than forty nine percent (49%) or more of the Business or in the event of any temporary or permanent mental or physical disability of such person, a manager shall be employed for the operation of the Business who has successfully completed our training courses to operate the Business on behalf of the Franchisee. If after the death or disability of the named Owner, the Business is not being managed by such trained manager, we may at our option, appoint a manager to maintain the operation of the Business until an approved transferee or manager will be able to assume the management and operation of the Business, but no such operation and management of the Business will continue for more than ninety (90) days without the approval of the personal representative of the named Owner (renewable as necessary for up to one year) and we will

periodically discuss the status of the Business with the personal representative of the named Owner; such manager shall be deemed an employee of the Franchisee. All funds from the operation of the Business during the period of management by such appointed or approved manager shall be kept in a separate fund and all expenses of the Business, including compensation of such manager, other costs and travel and living expenses of such appointed or approved manager (the “Management Expenses”), shall be charged to such

Within thirty (30) days after the effective date of legal transfer of the franchise to Franchisee’s heirs or successors of Franchisee’s Owners, the heirs or successors must notify us in writing and make application for approval of such transfer. The application for such transfer is subject to the same conditions, procedures and costs as any other transfer except that there will be no transfer fee.

fund. As compensation for the management services provided, in addition to any other fees due, we shall charge such fund the full amount of the direct expenses incurred by us during such period of management for and on behalf of Franchisee, provided that we shall only have a duty to utilize reasonable efforts and shall not be liable to Franchisee, the named Owner or personal representative of the named Owner, the Entity or any person or entity having an interest therein for any debts, losses or obligations incurred by the Business, or to any creditor of Franchisee or the named Owner during any period in which it is managed by our appointed or approved manager.

E. Transfer, Sale or Assignment to Third Party

If we do not exercise our right to purchase within thirty (30) days pursuant to Section XXII.C, Franchisee may thereafter transfer, sell or assign the Interest to a third party, but not at a lower price or on more favorable terms than disclosed to us in writing. The sale is subject to our prior written approval as specified in this Agreement.

If Franchisee does not complete the sale to the proposed buyer within ninety (90) days after we notify Franchisee that we do not intend to exercise our right of first refusal (whether or not the First Notice Deadline or the Due Diligence Deadline has expired), or if there is a material change in the terms of the sale (which Franchisee must communicate promptly to us), we will have an additional right to accept the sale during the thirty (30) day period following either the expiration of that ninety (90) day period or our receipt of notice of the material change(s) in the sale’s terms, either on the terms originally offered or the modified terms, at our option. If Franchisee does not complete the sale to the proposed buyer within an additional ninety (90) days, then any proposed sale or transfer thereafter once again must comply with all of the provisions of Sections XXII.B, XXII.C and XXII.E, as though there had not previously been a proposed sale or transfer.

In addition to its other obligations, such as obtaining our prior written approval, if Franchisee sells or offers to sell ownership interests, the sale of which is regulated by any applicable law, Franchisee must: (i) fully comply with all applicable laws, (ii) disclose to offerees and purchasers that neither we nor our employees, affiliates or agents are an issuer or underwriter, or are in any way liable or responsible for the offering, (iii) ensure that we have a reasonable time to review any reference to us or our franchisees in any prospectus or offering documents before their distribution or use, (iv) pay our actual legal costs incurred for our review, (v) indemnify us, our officers, owners, directors, employees, affiliates, and agents from any liability, cost, damage, claim, and expense and from any and all obligations to any person, entity or governmental agencies arising out of or relating to the offer, sale or continuing investment, (vi) sign such further indemnities and provide such further assurances as we may reasonably require and (vii) disclose our ownership rights to all trademarks, service marks, trade names, logos, trade secrets, copyrights, and patents.

If any provision of this Agreement is inconsistent with a valid applicable law, the provision will be deemed amended to conform to the minimum standards required. We and Franchisee may execute an

addendum setting forth certain of these amendments applicable in certain jurisdictions, so long as and to the extent that, then applicable laws referred to in the addenda remain in effect.

F. Resale Assistance of Franchised Business

Franchisee may, at any time, request our assistance in locating a buyer for its Business. We may, at our option, provide such assistance in accordance with the policies and procedures as set forth in the Operations Manual. We reserve the right to charge Franchisee a fee to cover our reasonable costs and expenses (including the time committed by our employees) incurred in providing such assistance. If we elect to assist Franchisee in finding a buyer for the Business in any way, we make no promises or commitments to Franchisee that a buyer will be located or that anyone will be willing to purchase the Business at a price acceptable to Franchisee. We reserve the right to reject any proposed sale based on our determination, in our sole discretion, that the purchase price or purchase terms agreed to between Franchisee and any prospective buyer is excessive or will not enable the buyer to succeed as a franchisee in the System, and by requesting our assistance Franchisee waives any liability claims it may have against us for such rejection.

XXIII. TERMINATION OF FRANCHISE

A. Impact of Statutes Upon Franchise Agreement

Some state laws provide certain rights to franchisees located in a particular state, including: (1) limitations on our ability to terminate a franchise except for good cause; (2) restrictions on our ability to deny renewal of a franchise; (3) circumstances under which we may be required to purchase certain inventory when a franchise is terminated or not renewed in violation of the statute; and (4) provisions relating to arbitration. To the extent that the provisions of this Franchise Agreement are inconsistent with the terms of such state laws, the terms of the applicable state laws may control in those states.

Termination or modification of a lease or contract upon the bankruptcy of one of the parties may be unenforceable under the Bankruptcy Act of 1978, Title II, U.S. Code, as amended.

B. Termination by Franchisor with Right to Cure

Except as otherwise provided in this Agreement, upon any material default by Franchisee under this Agreement or any other agreement between Franchisee and us or our affiliates, we may terminate this Agreement only by giving written notice of termination stating the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof thereof to us within the thirty (30) day period. 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 Franchisee effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. We may terminate this Agreement by written notice to Franchisee for Franchisee's material breach of this Agreement or of any other agreement between Franchisee and us or our affiliates, if Franchisee fails to cure the breach within thirty (30) days after written notice is delivered to Franchisee, provided that this Agreement does not prescribe a different cure period for such breach. Any breach relating to any violation of health or safety laws must be cured within seventy-two (72) hours of notice or such shorter period prescribed by law. Any default for failure to pay monetary amounts must be cured within five (5) days or shorter period as is provided by law.

We may invoke our rights under this Section XXIII.B if, among other things, Franchisee fails to pay any required sums contemplated by this Agreement or any other agreement between Franchisee and us (and/or our respective affiliates).

C. Termination of Franchise Without Right to Cure

Notwithstanding the foregoing, Franchisee shall be deemed to be in breach and we, at our option, may terminate this Agreement and all rights granted under it without affording Franchisee any opportunity to cure the breach, effective immediately upon us notifying Franchisee in writing of such breach, if Franchisee or any of its Owners does any of the following:

1. Fails to agree on a Territory, fails to secure a lease and/or fails to open the Business within the time limits as provided in Section IX.A above;
2. Fails to attend and satisfactorily complete the initial training program within sixty (60) days of the date Franchisee anticipates opening the Business for operation;
3. Attends the initial franchise training program and we determine, in our sole discretion, that the Franchisee, its Owners or Manager has failed the initial training program and does not appoint another Manager to attend; or another Manager appointed by Franchisee fails the initial training program and/or is deemed not qualified to manage a Salty Paws® Business;
4. Abandons, surrenders, or transfers control of the operation of the Business to a third-party other than another Owner or Manager or fails to continuously and actively operate the Business for five (5) consecutive days, unless precluded from doing so by damage to the premises of the Franchise Business due to war, act of God, civil disturbance, natural disaster, labor dispute or other events beyond Franchisee's reasonable control;
5. Fails or refuses, on more than three (3) occasions during the term of this Agreement, to submit when due any financial statement, tax return or schedule or to pay when due Royalty Fees, or any other payments due to us or our affiliates;
6. Operates the Business in a manner that presents a safety, health or environmental hazard to customers and/or violates any federal, state, or local law, rule, regulation or ordinance(which includes failure to use its best efforts when hiring Employees including taking every action required by applicable laws related to criminal background checks for all prospective Employees); fails a quality control inspection performed by us a third (3rd) time within any two (2) year period; or fails to maintain (at any given time) an above average rating or score for all health department inspections;
7. Is unable to provide Products and/or Services associated with the System, or if any business or professional license, credential or certification required by law is suspended or revoked, or otherwise not maintained continuously and actively in full force and effect, and in good standing;
8. Fails, for a period of fifteen (15) days (or such lesser period as required by applicable law) after notification of violation or non-compliance by us or any appropriate authority, to comply with any federal, state or local law, ordinance or regulation applicable to the operation of a Salty Paws® Business;
9. Violates any environmental, health, safety or sanitation law, ordinance or regulation, or operates the Business (including operating any vehicles) in an unsafe manner; and does

not begin to cure the violation immediately and to correct the violation within seventy-two (72) hours after Franchisee receives notice from us or another party unless shorter period for cure provided pursuant to Section XXII.B;

10. Makes a material misrepresentation or omission on the application for the Franchise;
11. Transfers, assigns or sub-franchises this Agreement without having our prior written consent, as set forth herein;
12. Discloses or divulges, to any unauthorized person, the contents of the Operations Manual, training materials or any other Confidential Information provided to Franchisee by us;
13. Fails to comply with modifications to System standards as required by us within a ninety (90) day period from the time of written notice by us;
14. Offers and sells Products and/or Services through any alternative channel of distribution without our permission; or engages in any activity, which has a material adverse effect on us or the Names and Marks;
15. Makes any changes to any Products, Proprietary Products, piece of equipment or any third-party products (such as changing containers, packaging, labeling, etc.) as described in Section XII.I of this Agreement;
16. Makes or allows any unauthorized use or copy of our Confidential Information, Proprietary Products and/or Software (if developed) or seeks to challenge our ownership rights in the System, including our Confidential Information, Proprietary Products and/or Software;
17. Engages in any activity to translate, reverse engineer, reverse compile, disassemble or create derivative works based on our Confidential Information, Proprietary Products and/or Software (if developed);
18. Manufactures or produces any product or piece of kitchen equipment that is similar to, or competes with any of our Products, Proprietary Products, third party products or kitchen equipment offered or used in the Business without our advanced written consent;
19. Engages in activity to distribute, act as an exclusive distributor or secure exclusive rights to distribute any Products, Proprietary Products, third party products or kitchen equipment without our written consent;
20. Engages in activity to sublicense, rent, lease, sell, distribute or otherwise transfer our Confidential Information and/or Software or any portion thereof, or any rights therein, to any person or entity;
21. Exhibits a reckless disregard for the physical or mental well-being of employees, customers, us or our representatives, or the public at large, including battery, assault, sexual harassment or discrimination, racial harassment or discrimination, alcohol or drug abuse or other forms of threatening, outrageous or unacceptable behavior as determined in our sole and absolute discretion;
22. Fails to procure and maintain all required insurance coverage (including any lapses, alterations, or cancellations to the insurance policies) as defined in Section XIII of this

Agreement;

23. Fails or refuses to: cease using and/or remove any product, supply, kitchen equipment or other items from the Business deemed to constitute a violation of this Agreement by us; (ii) remove, replace and/or maintain all kitchen equipment and technology items (clean, service and repair) as specified by us; (iii) sell, offer, change, modify or discontinue any Product, Proprietary Product, Service or program (such as our Community Give-Back Programs) as specified by us; (iv) prepare all Products only from its Accepted Location and in accordance with our standards, recipes, techniques, processes, presentation, packaging and customer service standards; and/or (v) perform Services only from its Accepted Location and provide such Services according to our standards as described in Sections XII.H and XII.I of this Agreement;
24. Fails or refuses to: (i) adhere to our cleaning standards and operating procedures; (ii) purchase products, Proprietary Products, supplies, kitchen equipment and services from us, our affiliates or approved vendors; and (iii) use the products, Proprietary Products, supplies, kitchen equipment and services as specified by us as described in Sections XII.H and XII.I of this Agreement;
25. Implements, offers or sells any type of product or service not approved by us as described in Section XII.H of this Agreement;
26. Fails or refuses to: (i) use our approved POS system and software in the operation of the Business; and (ii) adhere to our technology and software fee requirements as described in Sections X.E of this Agreement
27. Fails or refuses to comply with our inventory requirements or Minimum Representation requirements or with the terms of any auto-ship programs (if applicable) as set forth in the Operations Manual;
28. Engages in Target Marketing to solicit and obtain customers by any type of advertising or marketing outside Franchisee's assigned Territory; or fails or refuses to refer persons, businesses, Services and/or off-site events to other franchisees or company-owned businesses (as described in Section VI);
29. Uses the Names and Marks or any part thereof in any form on the Internet, including but not limited to, addresses, domain names, URLs, Websites, links, metatags, locators, search techniques and co-branding arrangements without our prior written consent;
30. Is convicted of a felony or has pleaded nolo contendere to a felony, is arrested or convicted on charges relating in any way to the possession or use of illegal drugs, controlled substances or steroids or is charged and convicted of a crime of moral turpitude;
31. Engages in unfair business practices or unethical conduct;
32. Fails to discharge within a reasonable time, any valid lien placed against the property of the Franchise Business;
33. Makes an assignment for the benefit of creditors or an admission of the Franchisee's inability to pay its obligations as they become due;

34. Files a voluntary petition in bankruptcy or any pleading seeking any reorganization, arrangement, disposition, adjustment, liquidation, dissolution or similar release under any law, or admitting or failing to contest the material allegations of any such pleading filed against Franchisee, or is adjudicated bankrupt or insolvent, or a receiver is appointed for a substantial part of the assets of the Franchisee or the Business, or the claims of creditors of Franchisee or the Business are abated or subject to a moratorium under any laws;
35. If a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's Business or assets is filed and consented to by Franchisee;
36. If a receiver or other custodian (permanent or temporary) of the Business, Franchisee, or Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction or by private instrument or otherwise;
37. If proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee.
38. If a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); or if Franchisee is dissolved or extinguished;
39. If execution is levied against Franchisee's Business or property or against any ownership interest in Franchisee;
40. If any real or personal property of Franchisee's Business shall be sold after levy by any sheriff, marshal, or constable;
41. If, in material violation of the terms of Sections XII, XVI, XX and/or XXII;
42. If Franchisee maintains false books or records, or submits any false reports to us;
43. If any inspection of Franchisee's records discloses an under-statement of payments due to us of two percent (2%) or more, two or more times in any two (2) year period;
44. If Franchisee's Business has three (3) or more material customer complaints reported to a governmental entity (material complaints are determined in our sole and absolute discretion) with respect to the Business in any twelve (12) month period.

D. Termination by Franchisee

If we violate a material and substantial provision of the Agreement and we fail to remedy or to make substantial progress toward curing the violation within thirty (30) days after receiving written notice from Franchisee detailing our alleged default, Franchisee may terminate this Agreement if so permitted under applicable law. Any attempted termination of this Agreement and the Franchise by Franchisee, without complying with the foregoing requirements, or for any reason other than breach of material and substantial provision of this Agreement by us and our failure to cure such breach within thirty (30) days after receipt of written notice thereof, shall not be permitted.

E. General Effect of Termination

On termination or expiration, all of Franchisee's post-termination obligations, including covenant not to compete, non-disclosure, return of the Operations Manual and other proprietary materials, and

indemnity, will remain in full force and effect. If this Agreement terminates for any reason prior to its expiration date, we will be entitled to our Royalty Fees and other fees for either the remainder of the term of this Agreement or two (2) years (whichever comes first) and to all other applicable remedies (as described in Section XXIV.H).

Franchisee further agrees that, upon termination or expiration of this Agreement, Franchisee shall immediately and permanently cease to use, by advertising, or any manner whatsoever, any Confidential Information, methods, trade secrets, procedures, descriptions of Products and Services associated with us and the Names and Marks and any proprietary marks and distinctive forms, slogans, symbols, signage, logos or devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all menu boards and signage (this includes vehicles with graphics, if applicable), advertising materials, stationery, forms and any other materials, which display the Names and Marks. Franchisee shall make or cause to be made, at its expense, changes directed by us in menu boards, signage, vehicles (if applicable), building and structures so as to effectively distinguish the surviving business entity, if any, from its former appearance as a Salty Paws® business, and from other existing Salty Paws® businesses. Franchisee shall comply with the covenant not to compete and the agreement to maintain the confidentiality of proprietary information, as well as return all information that is considered to be Confidential Information under the terms and conditions of this Agreement back to us.

F. Territory Alteration as an Alternative to Termination

If Franchisee is in default of the Franchise Agreement, as an alternative to termination, we may modify or completely eliminate any rights that Franchisee may have with respect to the protected status of the Territory, effective ten (10) days after delivery of written notice to Franchisee. In addition, we may modify or completely eliminate Franchisee's Territory.

XXIV. FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION

A. Franchisee Shall Cease Using Names and Marks

Franchisee further agrees that, upon termination or expiration of this Agreement, Franchisee shall immediately and permanently cease to use, by advertising, or any manner whatsoever, any Confidential Information, methods, trade secrets, procedures, descriptions of Products and Services associated with us and the Names and Marks and any proprietary marks and distinctive forms, slogans, symbols, signage, logos or devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all menu boards and signage (this includes vehicles with graphics, if applicable), advertising materials, stationery, forms and any other materials, which display the Names and Marks. Franchisee shall make or cause to be made, at its expense, changes directed by us in menu boards, signage, vehicles (if applicable), building and structures so as to effectively distinguish the surviving business entity, if any, from its former appearance as a Salty Paws™ business, and from other existing Salty Paws™ businesses. Franchisee shall comply with the covenant not to compete and the agreement to maintain the confidentiality of proprietary information, as well as return all information that is considered to be Confidential Information under the terms and conditions of this Agreement back to us.

B. Franchisee Shall Cease Operating the Business & Refrain from Notifying Customers

Franchisee shall immediately cease to operate the Salty Paws® Business and shall not thereafter, directly or indirectly, represent itself to the public or hold itself out as a present or former franchisee of ours.

In addition, Franchisee shall not give notice of termination or expiration of this Agreement to Franchisee's customers, persons and/or businesses who have received Products or Services from Franchisee without our prior written consent. We shall have the sole right to notify all of Franchisee's customers (including persons and/or businesses) who have ever received Products or Services from its Business of the termination or expiration of this Agreement at the time and manner we determine to be most appropriate. All of Franchisee's lists of existing and potential customers (including persons and/or businesses) shall be our property. Franchisee shall assist us in transferring such lists to us upon termination or expiration of this Agreement at such times and in the manner we require.

Franchisee must immediately tender all new or used inventory of our Proprietary Products, décor, signage (including menu boards), uniforms, apparel, forms, promotional, advertising, marketing materials and/or anything that displays our Marks in addition to all Confidential Information to us and/or our designated affiliates or destroy, if notified by us in writing to do so, all inventory of such items in a timely manner as in accordance with the terms of the Operations Manual and as specified in Section XXIV.G of this Agreement.

C. Franchisee May Not Adopt Confusingly Similar Names and Marks

Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Names and Marks, either in connection with such other business or in the promotion thereof, which is likely to cause confusion, mistake or deception, or which is likely to dilute our exclusive rights in and to the Names and Marks, and further agrees not to utilize any designation of origin or description or representation which falsely suggests or represents an association or connection with us or a former association or connection with us.

D. Franchisee Shall Cancel Assumed Names and Transfer Phone Numbers

Franchisee further agrees that upon termination or expiration of this Agreement, Franchisee shall take all action necessary to cancel all assumed names or equivalent registrations relating to its use of any or all of the Names and Marks. Franchisee shall take all actions necessary to transfer all phone numbers, addresses, domain names, listings and location contacts for the Business and/or used in the Business to us or our designee, including but not limited to authorizing all telephone, Internet, email, electronic network, directory and listing entities to effectuate the same.

E. Franchisee Shall Transfer or Terminate Domain Name and Websites

Upon termination or expiration of this Agreement, Franchisee agrees that, we will have the absolute right to notify InterNIC, ICANN and all other Internet authorities of the termination or expiration of Franchisee's right to use all domain names, website, Websites and other search engines for the Business and to authorize the above and other search engines to transfer to us or our designee all domain names, Websites and search engines associated with the Business. Franchisee acknowledges and agrees that we

have the absolute right to, and interest in, all domain names, websites, Websites and search engines related to the Business and that we have the full right and authority to direct the above Internet authorities and all search engines to transfer Franchisee's domain names, websites, Websites and search engines to us or our designee if this Agreement expires or is terminated for any reason. Franchisee further acknowledges that this Agreement will constitute a release by Franchisee of the above Internet authorities from any and all claims, liabilities, actions and damages that Franchisee may, at any time, have the right to allege against them in connection with this provision.

F. Franchisee Must Return Operations Manuals and Other Materials

Franchisee further agrees that upon termination or expiration of this Agreement, it will immediately return to us all copies of the Operation Manual, training materials and any other materials, which have been loaned to Franchisee by us. Franchisee further agrees to turn over to us all items containing any of the Marks, including all vendor and customer lists and contracts for the Franchised Business.

G. Franchisor May Purchase Assets

We shall have the right of first refusal to purchase or assume Franchisee's interest in the Franchised Business, or in its assets on the same terms as those contained in a bona fide offer from a third party. As used in this Section, "Assets" means leasehold improvements, all kitchen equipment, furnishings, fixtures and technology items (as described in [Section XII.I](#)), signage, products, inventory (such as non-perishable products, ingredients, supplies, merchandise in addition to all advertising and marketing materials), vehicles (if applicable) and the lease or sublease for the Business. This right is governed by time limits and procedures described in this Agreement with respect to our right of first refusal in the event of an assignment. If we exercise our right of first refusal, Franchisee must transfer Franchisee's interest in the Franchised Business and in the Assets.

If Franchisee is selling its Assets, we shall have the right (but not the duty), to be exercised by notice of intent to do so within thirty (30) days after termination or expiration, to purchase any or all Assets and items bearing our Names and Marks, at fair market value (less the amount of any outstanding liens or encumbrances). In the event that we and Franchisee cannot agree on fair market value, then the fair market value shall be determined in good faith by an independent third-party appraisal. We and Franchisee shall mutually agree upon an appraiser. If we and Franchisee cannot agree on one appraiser, then we and the Franchisee shall each select one independent, qualified appraiser and the two shall select a third appraiser and all three shall determine the fair market value of the Assets we have elected to purchase. If the difference between the appraisal of the Franchisee's appraiser is greater than the difference between the appraisal of our appraiser and the independent appraiser, the Franchisee shall pay all costs and expenses of the three appraisers. Otherwise all expenses of the third appraiser shall be equally shared by us and we and the Franchisee shall each be responsible for the expenses incurred by their respective appraisers. For any items that display the Marks such as: any décor, signage, marketing, advertising and/or promotional materials (regardless of when the item was purchased), the fair market value is agreed to be zero, except for any vehicles (if applicable). However, for any of our Proprietary Products or products that display with our Marks, fair market value shall be deemed to be twenty-five percent (25%) of the Asset's original cost, regardless of when such items were purchased (however if any such items are damaged (for example: seals are broken, packages are either torn, stained, discolored, broken, destroyed or otherwise unsellable) the fair market value is agreed to be zero. We and Franchisee agree that the terms and conditions of our right and option to purchase the Assets which may be recorded, if deemed appropriate by us. If we elect to

exercise any option to purchase the Assets as herein provided, we shall have the right to set off any amounts due from Franchisee.

Except as otherwise provided in this Agreement, Franchisee shall retain whatever interest it may have in the Assets of the Franchised Business.

H. Franchisee Must Pay Monies Owed to Franchisor; Liquidated Damages

Franchisee shall pay to us or our affiliates, within thirty (30) days after the effective date of termination or expiration of this Agreement, such Royalty Fees, System Advertising Fund Fees, other advertising fees, payments or any other sums owed to us or our affiliates by Franchisee, which are then unpaid. Franchisee shall pay to us or our affiliates all damages, costs, and expenses, including reasonable attorney's fees, incurred by us in obtaining injunctive or other relief for the enforcement of any provisions of Sections XIX and XXIV.

In the event of termination of this Agreement prior to its expiration date, Franchisee acknowledges that the parties have considered the following in determining the amount of liquidated damages ("Damages"): (i) that the amount of Damages is reasonable under the circumstances existing at the time this Agreement is made; (ii) that the amount of Damages bears a rational relationship to the damages the parties anticipate would flow from the breach of this Agreement; (iii) the agreement to the amount of the Damages is necessary because actual damages are difficult or impossible to prove; and (iv) the amount of the Damages are not so large that they act as a penalty. Franchisee accordingly agrees that in such event it shall be obligated to pay to us, the amount of the Damages which is the total of all Royalty Fees and System Advertising Fee payments that we would have received, if this Agreement remained in effect until its scheduled expiration date. This amount of Damage shall be calculated by adding together the average monthly Royalty Fee payments and the average System Advertising Fund Fee payments that were paid to us during the previous twelve (12) months for either the remaining term of this Agreement or two (2) years (whichever comes first). If the Franchisee has not made twelve (12) months of payments, then the number of payments it has made will be used to calculate the average of Royalty Fee and System Advertising Fund Fee payments. Such payments shall be due to us within thirty (30) days after the effective Date of Termination or expiration.

XXV. PROVISIONS RELATING TO ENFORCEMENT

A. Franchisee May Not Withhold Payments Due Franchisor

Franchisee agrees that he or she will not withhold payments of any Royalty Fees, System Advertising Fees or any other amounts of money owed to us for any reason, on grounds of alleged nonperformance by us of any obligation. All such claims by Franchisee shall, if not otherwise resolved by us and Franchisee, be submitted to mediation and/or arbitration as provided in this Agreement. The Franchisee has no right of offset, or set off to any amounts due and owing to us.

B. Severability

All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any

applicable law or rule requires a greater prior notice of the termination of this Agreement than is required hereunder, or requires the taking of some other action not required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements.

C. Mediation

The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction before resorting to arbitration as set forth in Section XXV.D. Any Party to this Agreement may initiate mediation by serving a written demand on the other party stating the particulars of the demand being served. Mediation fees shall be divided equally among the parties involved. Before any mediation commences, the parties will agree to a date and/or certain event which will constitute a completion of the mediation process. All mediations shall be held in Sussex County, Delaware. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then the other party (“Mediating Party”) shall be entitled to recover attorney’s fees and costs, even if such Mediating Party was not otherwise entitled to recover its attorney fees and costs in any arbitration or legal action between the parties pursuant to the terms of this Agreement. This mediation provision applies whether or not the arbitration provision is initiated. It shall be held at the same venue as for arbitration as described in Section XXV.D.

D. Arbitration

Except as we elect to enforce this Agreement by judicial process, injunction, or specific performance (as provided below), all disputes and claims relating to any provision hereof, any specification, standard or operating procedure, or any other obligation of Franchisee prescribed by us, or any obligation of us, or the breach thereof (including, without limitation, any specification, standard or operating procedure or any other obligation of Franchisee or us, which is illegal or otherwise unenforceable or voidable under any law, ordinance, or ruling) shall be settled by mandatory binding arbitration in Sussex County, Delaware. Arbitration must be in accordance with the then current Commercial Rules of the American Arbitration Association (“AAA”) and, where applicable, the provision of the Federal Arbitration Act, i.e. 9 USC §1, et al; and provided that at the option of us or the Franchisee that the arbitrator shall be selected from a list of retired federal or state judges supplied by the American Arbitration Association which could include an attorney with twenty (20) years or more franchise experience. The actual selection of the arbitrator from the list will be in accordance with the procedures for selecting an arbitrator under the Commercial Rules of the AAA. The parties agree that, in connection with any such arbitration proceeding, each will submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 1-3 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. The Parties further agree that arbitration will be conducted on an individual and not a class-wide or multiple plaintiff basis.

The Party having an arbitrable claim will have one (1) year from the date of discovery but not to exceed two (2) years from the date the claim occurred, in which to settle the claim or to commence arbitration on the claim. Otherwise the claim or demand will be deemed abandoned and shall be barred. The arbitrator shall allow discovery in accordance with the Delaware Rules of Civil Procedure and may apply the sanctions relating to noncompliance with discovery orders therein provided. The arbitrator shall issue a written opinion explaining the reasons for his or her decision and award and the arbitrator shall have the right to award or include in the award the specific performance of this Agreement. Unless specifically provided for by applicable statute, no punitive or exemplary damages shall be awarded against either us or Franchisee, or entities related to them, in an arbitration proceeding or otherwise, and are hereby waived. Judgment upon the award of the arbitrator will be entered in any court having competent

jurisdiction thereof or of us or of Franchisee. During the pendency of any arbitration proceeding hereunder, Franchisee and we shall fully perform their respective obligations pursuant to the terms and conditions of this Agreement. Arbitration fees shall be shared equally and the prevailing party shall be entitled to their attorney fees, provided should there be no prevailing party each party shall pay their own attorney fees.

This arbitration provision shall not apply to any of the following disputes or controversies: any action for injunctive or other provisional relief including but not limited to enforcement of liens, security agreements, or attachment, as we deem to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to us and/or to protect the Names and Marks or any claim or dispute involving or contesting the validity of any of the Names and Marks, or any claim or dispute involving any of the Confidential Information, trade secrets, or copyrights provided by us to the Franchisee under this Agreement.

E. Rights of Parties Are Cumulative

The rights of us and Franchisee are cumulative, and the exercise or enforcement by us or Franchisee of any right or remedy shall not preclude the exercise or enforcement by us or Franchisee of any other right or remedy hereunder which we or Franchisee are entitled by law to enforce by the provisions of this Agreement or of the Operations Manual. In addition, both Parties agree that during any type of dispute or claim neither Party will attempt to: publicly publish any proceedings, make any publicly available claims; or make any disparaging statement which could tarnish the reputation of the other Party.

F. Judicial Enforcement, Injunction and Specific Performance

Notwithstanding anything to the contrary contained in Section XXV.D above relating to arbitration, we shall have the right to enforce by judicial process our right to terminate this Agreement for the causes enumerated in Section XXIII of this Agreement, to collect any amounts owed to us for any unpaid Royalty Fees, or other unpaid fees or charges due hereunder, arising out of the Business conducted by Franchisee pursuant hereto, and to pursue any rights we may have under any leases, subleases, sales, purchases, or security agreements or other agreements with Franchisee. We shall be entitled, without bond, to the entry of temporary or permanent injunctions and orders of specific performance enforcing any of the provisions of this Agreement. If we secure relief by judicial enforcement, Franchisee agrees to pay to us an amount equal to the aggregate costs of obtaining such relief, including, without limitation, reasonable attorneys' fees, costs of investigation, court costs, and other litigation expenses, travel, accommodations, food, other expenses and any damages incurred by us as a result of the Franchisee's breach of any provision of this Agreement.

G. Delaware Law Applies

Except to the extent governed by the U.S. Trademark Act of 1946 (Lanham Act, 15 U.S.C., Section 1051 et. seq.) or the U.S. Arbitration Act, this Agreement shall be governed by the laws of the State of Delaware, and venue for arbitration or litigation shall lie in Sussex County, Delaware, or in the applicable United States District Court for Delaware.

H. Attorney Fees

In the event that either Party incurs any expenses (including but not limited to reasonable attorneys' fees and reasonable expert witness fees) in enforcing the provisions of this Agreement by arbitration or legal action, the prevailing party shall be entitled to recover such expenses directly from the other.

I. Binding Effect

This Agreement is binding upon the parties hereto and their respective permitted assigns and successors in interest.

J. Entire Agreement/Integration/No other Agreements/Manual(s) May Change

This Agreement and the exhibits to this Agreement constitute the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to Franchisee. No amendment to this Agreement shall be binding on either party unless mutually agreed to by the Parties in writing. The Operations Manual may be amended at any time by us, and Franchisee shall adapt its methods or procedures to comply with the requirements thereof.

K. Force Majeure

Except for monetary obligations or as otherwise specifically provided in this Franchise Agreement, if either party to this Agreement shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other causes beyond the reasonable control of the party required to perform such work or act under the terms of this Agreement through no fault of such party, then performance of such act shall be excused for the period of the delay, but in no event to exceed ninety (90) days from the stated time periods as set forth in this Franchise Agreement.

XXVI. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, or by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses shown 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 a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

XXVII. COUNTERPART

This Agreement and any amendments or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by both of the parties hereto.

XXVIII. TIME IS OF THE ESSENCE

Time is of the essence. The parties to this Agreement hereby agree that time is of the essence with respect to each of their respective duties and obligations under this Agreement.

XXIX. APPROVALS AND WAIVERS

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

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

No failure of us to exercise any power reserved to us by this Agreement or to insist upon strict compliance by Franchisee 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 herein. Waiver by us of any particular default or breach by Franchisee shall not affect or impair our rights with respect to any later default or breach of the same, similar or different nature, nor shall any delay, forbearance, or omission, breach or default by us to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair our right to exercise the same, nor shall such constitute a waiver by us of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

XXX. AUTHORITY

Franchisee or, if Franchisee is a corporation, limited liability company or partnership, the individuals executing this Agreement on behalf of such corporation, limited liability company or partnership, warrant to us, both individually and in their capacities as Owners, partners, members, shareholders, directors and officers, that all of them as the case may be, have read and approved this Agreement, including the restrictions which this Agreement places upon their right to transfer their respective interests in such entity as set forth in Section XXII.

XXXI. FURTHER REPRESENTATIONS AND WARRANTIES BY THE FRANCHISEE

Franchisee acknowledges and warrants that it has received a complete and final copy of this Agreement, our Disclosure Document and applicable exhibits, in a timely fashion as required; and that before signing this Agreement, Franchisee was given ample opportunity to review and examine our Disclosure Document and was furnished with copies of the documents. **NO ORAL, WRITTEN OR VISUAL CLAIM OR STATEMENT THAT CONTRADICTS THE DISCLOSURE DOCUMENT WAS MADE.**

FRANCHISEE ACKNOWLEDGES THAT FRANCHISEE AND ALL OF ITS OWNERS, HAVE BEEN ADVISED TO HAVE THIS AGREEMENT AND ALL OTHER DOCUMENTS REVIEWED BY AN ATTORNEY AND THAT FRANCHISEE AND ITS OWNERS HAVE READ, UNDERSTOOD, HAD AN OPPORTUNITY TO DISCUSS AND AGREED TO EACH PROVISION OF THIS AGREEMENT. THE FRANCHISEE AND ITS OWNERS AGREE THAT THERE HAS BEEN NO PRESSURE OR COMPULSION BY FRANCHISOR OR ITS AGENTS TO SIGN THIS AGREEMENT.

FRANCHISEE ACKNOWLEDGES AND AGREES THAT THE SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED TO BE UNDERTAKEN BY FRANCHISEE AND ITS OWNERS IS SPECULATIVE AND WILL BE DEPENDENT ON PERSONAL EFFORTS AND SUCCESS IS NOT GUARANTEED. FRANCHISEE AND ITS OWNERS ACKNOWLEDGE AND REPRESENT THAT IT HAS ENTERED INTO THIS AGREEMENT AND MADE AN INVESTMENT ONLY AFTER MAKING AN INDEPENDENT INVESTIGATION OF THE OPPORTUNITY, INCLUDING HAVING RECEIVED A LIST WITH THE FRANCHISE DISCLOSURE DOCUMENT OF OTHER CURRENTLY AND PREVIOUSLY OPERATED SALTY PAWS® FRANCHISES.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Stay Salty, LLC Franchise Agreement in duplicate on this date _____ 20 ____.

FRANCHISOR:

Stay Salty, LLC

Address for Notices:
Stay Salty, LLC
43 Rehoboth Avenue,
Rehoboth Beach, DE 19971
Telephone: 1-800-388-8892
Attn: Suzanne Tretowicz

Signed: _____

Name: _____

Title: _____

Dated: _____

FRANCHISEE:

Address for Notices:

Signed: _____

Name: _____

Date: _____

Telephone:

Signed: _____

Name: _____

Fax:

Date: _____

Attn:

Signed: _____

Name: _____

Dated: _____



SCHEDULE 1
STAY SALTY, LLC
AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS
(DIRECT DEPOSIT)

BY AND BETWEEN STAY SALTY, LLC AND _____
("FRANCHISEE") DATED _____ 20__.

The undersigned depositor ("DEPOSITOR") hereby authorizes Stay Salty, LLC ("FRANCHISOR") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("DEPOSITORY") to debit such account pursuant to FRANCHISOR's instructions.

DEPOSITORY

Branch

Address

City, State and Zip Code

Bank Transit/ABA Number

Account Number

This authority is to remain in full force and effect until DEPOSITORY has received joint written notification from FRANCHISOR and DEPOSITOR of the DEPOSITOR's termination of such authority in such time and in such manner as to afford DEPOSITORY a reasonable opportunity on which to act. If an erroneous debit entry is initiated to DEPOSITOR's account, DEPOSITOR shall have the right to have the amount of such entry credited to such account by DEPOSITORY, if (a) within 15 calendar days following the date on which DEPOSITORY sent to DEPOSITOR a statement of account or a written notice pertaining to such entry or (b) 45 days after posting, whichever occurs first, DEPOSITOR shall have sent to DEPOSITORY a written notice identifying such entry, stating that such entry was in error and requesting DEPOSITORY to credit the amount thereof to such account. These rights are in addition to any rights DEPOSITOR may have under federal and state banking laws.

DEPOSITOR

DEPOSITORY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



SCHEDULE 2
STAY SALTY, LLC
PRE EXISTING BUSINESSES

As a condition precedent to the effectiveness of the Franchise Agreement and in consideration of the terms and conditions of the Franchise Agreement, Franchisee represents and warrants to Franchisor as follows:

1. Individually and as an entity owned by [Franchisee and or affiliates of Franchisee] currently operate a business known as _____ (“Pre-Existing Business”).
2. Any and all existing franchise agreements, stockholder agreements, partnership agreements, option agreements or any other third-party rights relating to the Pre-Existing Business, do not contain any covenants, terms and conditions which do now, or may in the future, prohibit the execution of the Franchise Agreement and the participation of any of the Owners, managers or employees of the Franchisee in the Franchised Business; and
3. Other than the consents of Franchisee and Franchisor there is no other third-party consent required for the acquisition of the franchise to be legally binding and effective; and
4. There are no existing restrictive covenants, other than those which the Pre-Existing Business has waived, binding on Franchisee or any of its partners, owners, agents representatives or employees that would be breached by the acquisition and operation of the Franchised Business obligations of Franchisee to Franchisor, and
5. The Pre-Existing Business provides the following goods and services to its customers at the following locations:

5.1 Goods and services of Pre-Existing Business(s)

5.2 Location(s) of Pre-Existing Goods Business(s)

and from the date hereof will continue to operate as [an independent organization] and shall not carry out any other businesses directly or indirectly competing with the Franchised Business, and

6. Franchisee shall convert the entire Pre-Existing Business into the Franchised Business and shall hence forth operate that business as Franchised Business under the trade name “Salty Paws®”, and

7. Franchisee agrees that any business currently operated or to be operated by any affiliate of Franchisee outside of the Franchised Business which later becomes a part of the Franchised Business shall be folded into the Franchised Business after notice and approval by us, and

8. Franchisee shall indemnify, defend and hold harmless us and our affiliates, against all losses, costs, proceedings, judgments, liabilities, expenses, court costs, and reasonable fees of attorneys and other professionals, arising out of or resulting from any breach of the representations and warranties set out in this Exhibit or in connection with any willful or negligent act or omission of Franchisee or Franchisee's employees or agents, including but not limited to such act or omission that contributes to any economic damage, bodily injury, sickness, disease or death. This indemnity shall survive termination of the Franchise Agreement.

FRANCHISEE

Signed: _____

Printed Name : _____

Title: _____

Date: _____



SCHEDULE 3
STAY SALTY, LLC
EXECUTIVE ORDER 13224 AND RELATED CERTIFICATIONS

If the Franchisee is an individual or individuals, the Franchisee certifies that he/she/they are not, nor to my/our best knowledge have I/us been designated, a terrorist and/or a suspected terrorist, nor am I/us associated and/or affiliated in any way with any terrorist and/or suspected terrorist person and/or organization, as defined in U.S. Executive Order 13224 and/or otherwise.

If the Franchisee is a company, the person(s) signing on behalf of the Franchisee certify(ies) that, to the Franchisee's and such person's best knowledge, neither the Franchisee, such person, and/or any owners, officers, board members, similar individuals and/or affiliates/associates of the Franchisee have been designated, a terrorist and/or a suspected terrorist, nor is the Franchisee or any such persons and/or affiliates/associates owned, controlled, associated and/or *affiliated* in any way with any terrorist and/or a suspected terrorist person and/or organization, as defined in U.S. Executive Order 13224 and/or otherwise.

Franchisee agrees to fully comply and/or assist Franchisor in its compliance efforts, as applicable, with any and all laws, regulations, Executive Orders or otherwise relating to antiterrorist activities, including without limitation the U.S. Patriot Act, Executive Order 13224, and related U.S. Treasury and/or other regulations, including properly performing any currency reporting and other obligations, whether relating to the Franchise or otherwise, and/or required under applicable law. The indemnification responsibilities provided in the Franchise Agreement cover the Franchisee's obligations hereunder.

FRANCHISEE

Signed: _____

Printed Name : _____

Title: _____

Date: _____



SCHEDULE 4
STAY SALTY, LLC
ADA & RELATED CERTIFICATIONS

Stay Salty, LLC (“Franchisor/we/us/our”) and _____ (“Franchisee”) are parties to a franchise agreement dated, _____ 20____ (the “Franchise Agreement”) for the operation of a Salty Paws® Business (the “Business”).

In accordance with Section XII.C of the Franchise Agreement, Franchisee certifies to us that the Business and its adjacent areas comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including but not limited to the Americans with Disabilities Act and all local zoning regulations and building codes. Franchisee acknowledges that it is an independent contractor and the requirement of this certification by us does not constitute ownership, control, leasing or operation of the Business. Franchisee acknowledges that we have relied on the information contained in this certification. Furthermore, Franchisee agrees to indemnify us, our members, managers, officers, employees and agents, and each and all of the Franchisor-Related Entities, in connection with any and all claims, losses, costs, expenses, liabilities, compliance costs, and damages incurred by the indemnified party (ies) as a result of any matters associated with Franchisee’s compliance (or failure to comply) with the Americans with Disabilities Act, all local zoning regulations and building codes and otherwise, as well as the costs, including attorneys’ fees, related to the same.

FRANCHISEE

Signed: _____

Printed Name : _____

Title: _____

Date: _____



SCHEDULE 5
STAY SALTY, LLC
FRANCHISE AGREEMENT: INDIVIDUAL GUARANTY
(USE FOR CORPORATE, PARTNERSHIP OR OTHER ENTITY FRANCHISEE)

This Guaranty is a Schedule to the Franchise Agreement between Stay Salty, LLC ("Franchisor") and _____ ("Franchisee") dated the _____ day of _____, 20____.

1. The undersigned agree, individually and on behalf of his or her marital community, to personally and unconditionally guarantee the performance of Franchisee under the Franchise Agreement and to perform all obligations under this Agreement on default by Franchisee. The undersigned further agree to pay any judgment or award against Franchisee obtained by Franchisor. Guarantors are also bound by covenants of the Agreement that by their nature or terms survive the expiration or termination of the Agreement, including but not limited to non-competition, indemnity and non-disclosure provisions.
2. Each Guarantor has consulted legal counsel of his/her own choosing as to his/her responsibilities and liabilities under this Guaranty.
3. Each Guarantor waives:
 - (a) Notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed;
 - (b) Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed;
 - (c) Any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability;
4. Each Guarantor consents and agrees that:
 - (a) Liability under this Guaranty is joint and several with any other guarantor and the Franchisee;
 - (b) Each will render any payment or performance required under this Guaranty on demand, if Franchisee fails or refuses punctually to do so;
 - (c) Each will individually comply with the provisions and all subsections of the Agreements and associated documents;
 - (d) Liability is not contingent or conditioned on Franchisor's pursuit of any remedies against Franchisee or any other persons; and

- (e) Liability is not affected by any extension of time, acceptance or part performance, release of claims, or other compromise that Franchisor may grant Franchisee or other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.
- (f) Each waives acceptance and notice of acceptance by Franchisor; waives notice of demand, and waives protest and notice of default, except as may be required by the Franchise Agreement.

5. Each Guarantor further hereby consents and agrees that:

- (a) Guarantor's liability under this undertaking shall be direct, immediate, and independent of the liability of Franchisee, other guarantors, and the other owners of the Franchisee;
- (b) This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by an abandonment of the Agreement by a trustee of Franchisee. Neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by impairment, modification, change, release or limitation of the liability of the Franchisee or its estate in bankruptcy or any remedy for enforcement resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;
- (c) Franchisor may proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Guarantor hereby waives the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed; and
- (d) Guarantor agrees to pay all reasonable attorneys' fees and costs and other expenses incurred in any collection or attempt to collect amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor.

Guarantor agrees to be personally bound by the arbitration obligations under Section XXV.D of the Agreement, including without limitation, the obligation to submit to binding arbitration the claims described in Section XXV.D of the Agreement in accordance with its terms.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

Dated on the _____ date of _____ 20____.

(Set forth the name, address and percentage ownership of each owner of Franchisee, their spouse and their percentage ownership, if applicable):

NAME	ADDRESS	PERCENTAGE
_____ Signed	_____ _____	_____
_____ Printed	_____	
_____ Signed	_____ _____	_____
_____ Printed	_____	
_____ Signed	_____ _____	_____
_____ Printed	_____	
_____ Signed	_____ _____	_____
_____ Printed	_____	



SCHEDULE 6
STAY SALTY, LLC
COLLATERAL ASSIGNMENT OF LEASE

Franchisee: _____

Franchisor: Stay Salty, LLC

Date of this Collateral Assignment of Lease (the "Assignment"): _____

The Franchisee, to effect various provisions of that certain Franchise Agreement dated _____, 20 __, by and between Franchisee and Franchisor (the "Franchise Agreement"), hereby collaterally assigns to Franchisor (subject to the terms and conditions below) all of Franchisee's right, title and interest in, to and under that certain lease (the "Lease") dated _____ 20__, between Franchisee and _____, ("Landlord"), for that property commonly known as: _____ (the "Premises"), a copy of which Lease is attached to this Assignment.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

No material modification or amendment of the Lease shall occur or be effective without the prior written consent of Franchisor.

Except as provided in the Franchise Agreement, the Franchisor will not take possession of the Premises under this Assignment until and unless there is a default by Franchisee under the Lease or a termination, cancellation, rescission or expiration of the Franchisee's rights, or a default by Franchisee, under the Franchise Agreement. In such event(s), the Franchisor (or its designee) may (but has no obligation to) take possession of the Premises and assume the Franchisee's rights under the Lease, and, in such event, Franchisee will have no further right, title or interest in or under the Lease or to the Premises, all such rights thereby passing to the Franchisor or its designee, without the Landlord's further consent. The Franchisee will fully cooperate therewith, and do all acts necessary or appropriate thereto. The Franchisor will have no liabilities or obligations of any kind arising from, or in connection with, this Assignment, the Lease, the Premises or otherwise until and unless the Franchisor takes possession of the Premises pursuant to this Assignment and, in any event, the Franchisor will only be responsible for those obligations accruing with respect to the Lease after the date of such express assumption. Upon taking possession of the Premises, Franchisor shall be obligated from that date forward to perform all of the duties and obligations of Franchisee under the Lease. Franchisor shall notify Landlord, in writing, within five (5) days of taking possession of the Premises.

The Franchisee will not permit any surrender, termination, amendment or modification of the Lease and will elect and exercise all options to extend the term of or renew, or assume in bankruptcy, the Lease not less than thirty (30) days prior to the last day that said rights must be exercised. If the Franchisee does not do so, Franchisor may to the extent consistent with the United States Bankruptcy Code (but has no obligation to) do such acts for the account of Franchisee and without any liability or obligation of the Franchisor. Failure of the Franchisor to exercise any remedy hereunder shall not be a waiver of any of its rights. The rights and remedies of the Franchisor under this Assignment are in addition to those which the Franchisor has under the Franchise Agreement or otherwise. This Assignment shall bind, and benefit, Franchisor and Franchisee, and their respective successors and assigns. With respect to Franchisor and Franchisee the dispute resolution provisions (including, but not limited to, mediation, binding arbitration, waiver of jury trial and limitation of damages) of the Franchise Agreement shall apply to this Assignment, and/or any matter related in any way to it, but the Franchisor may, in any event and at its option, proceed with any action in court for possession of the Premises and any related remedies. If there is more than one Franchisee, their obligations are joint and several. As between Landlord and Franchisor and/or Franchisee, the dispute resolution provisions of the Lease shall apply.

In the event Franchisee shall fail to perform or observe any of the terms, conditions or agreements in the Lease, Landlord shall give written notice thereof to Franchisor and Franchisor shall have the right (but not the obligation) to cure such default. Landlord shall not take any action with respect to such default under the Lease, including without limitation any action in order to terminate, rescind or avoid the Lease, for a period of fifteen (15) days following expiration of any cure period Franchisee may have under the Lease with respect to such default; provided, however, that in the case of any default which cannot with diligence be cured within said additional fifteen (15) day period, if Franchisor shall proceed promptly to cure such default and thereafter prosecute the curing of such default with diligence and continuity, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of such default with diligence and continuity.

Landlord will recognize and accept the performance by Franchisor of any act or thing required to be done by Franchisee under the terms of the Lease and will accept such performance as if it were performed by Franchisee.

Landlord agrees that in any case commenced by or against Franchisee under the United States Bankruptcy Code, the Franchisor shall have standing to appear and act as a party to the Lease for purposes of the Bankruptcy Code, (but shall not have any obligations under the Lease unless Franchisor expressly assumes the Lease). Landlord shall, during Franchisee's bankruptcy case, serve on the Franchisor a copy of all notices, pleadings or documents which are given to Franchisee, and service shall be contemporaneous with and in the same manner as given to Franchisee. If the Lease or Franchisee's rights under the Lease are terminated, whether by reason of default of Franchisee or Landlord, rejection of the Lease in any bankruptcy case, voluntary surrender and acceptance, or otherwise, then Landlord shall give written notice of such termination to Franchisor. Franchisor or its nominee shall have the option, exercisable by written notice to Landlord delivered not later than the 30th day after written notice that the termination has occurred, to receive from Landlord a new lease of the Premises on the same terms and conditions as the Lease, for the remaining term of the Lease (that is, the portion of the term that would remain absent the termination and the conditions or events causing the same), and such same terms and conditions shall include any extension rights provided for in the Lease.

Any notice or other communication required or permitted to be given under this Assignment shall be in writing and addressed to the respective party as set forth below. Notices shall be effective (i) on the next business day if sent by a nationally recognized overnight courier service, (ii) on the date of delivery by personal delivery and (iii) on the date of transmission if sent by facsimile during business hours on a business day (otherwise on the next business day) (with receipt of confirmation). Any party may change the address at which it is to receive notices to another address in the United States at which business is

conducted (and not a post-office box or other similar receptacle), by giving notice of such change of address in accordance with this provision.

Notices to Franchisor, Franchisee or Landlord shall be addressed as follows:

Landlord: _____

This Assignment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

If any portion or portions of this Assignment shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment under as of the date first above written.

FRANCHISEE:

Signature

Printed Name

Signature

Printed Name

LANDLORD

by _____

its _____

FRANCHISOR:

Stay Salty, LLC

by _____

its _____



SCHEDULE 7
STAY SALTY, LLC
STATEMENT OF OWNERSHIP INTERESTS AND PRINCIPALS

- A. The following is a list of all managing partners, partners, members, managers, shareholders, other Owners, investors in Franchisee (including all investors who own or hold direct or indirect interest in Franchisee) as well as all Franchisee's Principals described in and designated pursuant to Section XIX.B of the Franchise Agreement. A description of the nature of their interest is also provided below.

<u>Name</u>	<u>Percentage of Ownership/Nature of Interest</u>
-------------	---

- B. In addition to the persons listed in paragraph A., the following is a list of all Franchisee's Principals described in and designated pursuant to Section XIX.B of the Franchise Agreement. Unless designated as a controlling Principal, each of Franchisee's Principals shall execute the Confidentiality Agreement in the form set forth in Schedule 8.



SCHEDULE 8
STAY SALTY, LLC
CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Agreement is made and entered into _____ 20____, between Stay Salty, LLC, a Delaware limited liability company (hereinafter referred to as “Franchisor/we/us/our”) and, _____ (hereinafter referred to as “You”).

RECITALS:

WHEREAS, we have acquired the right to develop a unique system (the “System”) for the development and operation of a dog ice cream shop that offers a wide variety of different dog-friendly ice cream flavors prepared using proprietary recipes under the name and mark “Salty Paws®” (each a “Business”); and

WHEREAS, the System includes but is not limited to certain trade names, service marks, trademarks, symbols, logos, emblems, and indicia of origin, including, but not limited to the mark Salty Paws® and such other trade names, service marks, and trademarks as we may develop in the future to identify for the public the source of products and services marketed under such marks and under the System and representing the System’s high standards of quality, appearance and service standards which include our: strategies for site acquisition, build-out, design and décor specifications; distinctive Products, Proprietary Products, Services, proprietary recipes, in addition to specific product preparation, presentation and packaging standards; service strategies, standards and our proprietary Community Give-Back Programs; operational techniques, strategies, methods and procedures; specifications for all products, supplies and kitchen equipment; purchasing strategies, inventory management systems, vendors and supplier relationships, cost and pricing strategies, procedures for cleanliness, merchandising, safety, sanitation and quality control; guidelines for hiring, training and retaining employees; our Operations Manual, photographs, video presentations, website, intranet system, third-party software, forms, contracts, record keeping and reporting procedures; proprietary referral, customer (dog owner) acquisition, loyalty and retention programs; social media and public relations strategies, advertising, marketing and promotional materials all of which may be changed, improved and further developed by us from time to time and are used by us in the operation of the System (“Trade Secrets”); and

WHEREAS, the Trade Secrets provide economic advantages to us and are not generally known to and are not readily ascertainable by proper means by our competitors who could obtain economic value from knowledge and use of the Trade Secrets; and

WHEREAS, We have taken and intend to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets; and

WHEREAS, We have granted You a limited right to manage and participate in the operation of a Business using the System and the Trade Secrets for the period defined in the Franchise Agreement made and entered into _____, 20____ (“Franchise Agreement”) between You and us; and

WHEREAS, You and we have agreed in the Franchise Agreement on the importance to us and to You and other licensed users of the System of restricting use, access and dissemination of the Trade Secrets; and

WHEREAS, it will be necessary for certain of You to have access to and to use some or all of the Trade Secrets in the management and operation of your Business using the System; and

WHEREAS, You have agreed to obtain from your staff written agreements protecting the Trade Secrets and the System against unfair competition; and

WHEREAS, each member of your staff wishes to remain, or wishes to become a staff member; and

WHEREAS, You will receive and use the Trade Secrets in the course of operating your Business;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. We shall disclose to You some or all of the Trade Secrets relating to the System.
2. You shall receive the Trade Secrets in confidence, maintain them in confidence and use them only in connection with the management and/or operation of your Business using the System for so long as you are licensed by us to use the System.
3. You shall not at any time make copies of any documents or compilations containing some or all of the Trade Secrets without our express written permission.
4. You shall not at any time disclose or permit the disclosure of the Trade Secrets except to your staff members and then only to the limited extent necessary to train or assist your staff members in the management or operation of your Business using the System.
5. That all information and materials, including without limitation, build out drawings, specifications, techniques and compilations of data which we shall designate as confidential shall be deemed the Trade Secrets for the purposes of this Agreement.
6. You shall surrender the confidential Franchise Operations and Procedures Manual and such other manuals and written materials as we shall have developed ("Manuals") described in the Franchise Agreement and any other material containing some or all of the Trade Secrets to You by us, upon request, or upon expiration or termination of the Franchise Agreement, or upon conclusion of the use for which the Manuals or other information or material may have been furnished to your staff.
7. You shall not, directly or indirectly, commit any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Trade Secrets and the System.
8. The Manuals are loaned by us to You for limited purposes only and remain the property of ours and may not be reproduced, in whole or in part, without our written consent.
9. In further consideration for the disclosure to you of the Trade Secrets and to protect the uniqueness of the System, You agree that for two (2) years following the earlier of the expiration, termination or transfer of all of your interest in the Franchise Agreement you will not, without the prior written consent of us:
 - a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of the Business to any competitor.

- b. Employ or seek to employ any person who is at the time employed by us or any franchisee or developer of ours, or otherwise directly or indirectly induce such persons to leave that person's employment.
- c. Directly or indirectly, for yourself or through, on behalf of or in conjunction with any person, partnership or corporation, own, maintain, operate, engage in or have any financial or beneficial interest in (including interest in corporations, limited liability companies, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business which is the same as or similar to the Salty Paws® business including, but not limited to, any other business offering products and services that are similar to the Products and Services which have been offered through a Salty Paws® business or is intended to be, located within a ten (10) mile radius of the Approved Location in the Franchise Agreement or of any Salty Paws® business (which includes company-owned businesses or other franchise businesses) in existence or under construction as of the expiration or termination of, or the transfer of all or your interest in, the Franchise Agreement.

10. You undertake to use your best efforts to ensure that your staff acts as required by this Agreement.

11. You agree that in the event of a breach of this Agreement, we would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, we shall be entitled to enforce this Agreement and shall be entitled, in addition to any other remedies which are available to it at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

12. You agree to pay all expenses (including court costs and reasonable legal fees) incurred by us and You in enforcing this Agreement.

13. Any failure by us or You to object or to take action with respect to any breach of this Agreement by You shall not operate or be construed as a waiver of or consent to that breach or any later breach by You.

14. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF DELAWARE. THE PARTIES AGREE THAT ANY ACTION BROUGHT BY ANY PARTY AGAINST ANOTHER IN ANY COURT, WHETHER FEDERAL OR STATE, SHALL BE BROUGHT IN DELAWARE IN THE JUDICIAL DISTRICT IN WHICH WE HAVE OUR PRINCIPAL PLACE OF BUSINESS; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF, YOU OR WE MAY BRING SUCH ACTION IN ANY COURT IN THE STATE WHICH HAS JURISDICTION. THE PARTIES HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION.

15. The parties agree that each of the above covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having a valid jurisdiction in an unappealed final decision to which we are a party, You expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

16. This Agreement contains the entire agreement of the parties regarding the subject matter herein. This Agreement may be modified only by a duly authorized amendment executed by all parties.

17. All notices and demands required to be given herein shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid or facsimile, telegram or telex (provided that the sender confirms the facsimile, telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective parties.

If directed to us, the notice shall be addressed to:

Stay Salty, LLC
43 Rehoboth Avenue
Rehoboth Beach, DE 19971
Attention: Suzanne Tretowicz
Telephone: 1-800-388-8892

If directed to You, the notice shall be addressed to:

Attention: _____
Facsimile: _____
Telephone: _____

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile, telegram or telex shall be deemed given upon transmission, provided confirmation is made as provided above.

Any notices sent by expedited delivery service or certified or registered mail shall be deemed given three (3) business days after the time of mailing. Any change in the above addresses shall effected by giving fifteen (15) days written notice of such change to the other party.

19. Our rights and remedies under this Agreement are fully assignable and transferable by us and shall inure to the benefit of our successors, assignees and transferees. The respective obligations of You and your staff herein are personal in nature and may not be transferred or assigned by you or your staff, as applicable.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

Stay Salty, LLC
a Delaware limited liability company:

Printed Name: _____

Signature: _____

Title: _____

You:

Printed Name: _____

Signature: _____

Title: _____

EXHIBIT B

DIRECTORY OF FEDERAL, STATE AND CANADIAN FRANCHISE REGULATORS

AGENTS FOR SERVICE OF PROCESS

EXHIBIT B
**DIRECTORY OF FEDERAL,
STATE AND CANADIAN
FRANCHISE REGULATORS**

FEDERAL

FEDERAL TRADE COMMISSION

Division of Marketing Practices
Seventh and Pennsylvania Avenues, N.W.
Room 238
Washington, D.C. 20580
202-326-2970

STATE FRANCHISE REGULATORS & AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

California Department of Financial Protection and
Innovation
Commissioner for the Department of Financial
Protection and Innovation
One Sansome Street Suite 600
San Francisco, CA 94104-4428
866-275-2677

CONNECTICUT

Connecticut Department of Banking
Securities Division
260 Constitution Plaza
Hartford, Connecticut 06103
800-831-7225

DELAWARE

Suzanne Tretowicz
43 Rehoboth Ave
Rehoboth Beach, DE 19971

FLORIDA

State Department of Agriculture and
Consumer Services
P.O. Box 6700 Suite 7200
Tallahassee, FL 32314-6700
850-410-3754

HAWAII

Commissioner of Securities of the State of Hawaii
Department of Commerce & Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street Room 205
Honolulu, Hawaii 96813
808-586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62701
217-782-4465

INDIANA

Chief Deputy Commissioner
Securities Divisions
302 West Washington Street Room E-111
Indianapolis, Indiana 46204
317-232-6681

MARYLAND

(State Administrator)
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020
410-576-7042

(Agent for Service of Process)
Securities Commissioner
Division of Securities
200 St. Paul Place 20th Floor
Baltimore, Maryland 21202-2020
410-576-6360

MINNESOTA

(State Administrator)
Minnesota Department of Commerce
Securities-Franchise Registration
85 Seventh Place East Suite 280
St. Paul, Minnesota 55101
651-539-1600

(Agent for Service of Process)
Commissioner of Commerce
Minnesota Department of Commerce
85 Seventh Place East Suite 280
St. Paul, Minnesota 55101
651-539-1600

NORTH DAKOTA

(State Administrator)
North Dakota Securities Department
600 East Boulevard
State Capitol 5th Floor
Bismarck, North Dakota 58505
701-328-2910

(Agent for Service of Process)
Securities Commissioner
North Dakota Securities Department
600 East Boulevard
State Capitol 5th Floor
Bismarck, North Dakota 58505
701-328-2910

MICHIGAN

Consumer Protection Division
Franchise Administrator
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
517-373-7117

NEW YORK

(State Administrator)
New York State Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
212-416-8222

(Agent for Service of Process)
New York Secretary of State
One Commerce Plaza
99 Washington Avenue
Albany, New York 12231
518-473-2492

RHODE ISLAND

Department of Business Regulation
Division of Securities
1511 Pontiac Avenue Bldg. 69-2
Cranston, Rhode Island 02920
401-462-9527

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid Ave Suite 104
Pierre, South Dakota 57501
605-773-3563

WASHINGTON

Securities Administrator
150 Israel Road SW
Tumwater, Washington 98501
360-902-8760

VIRGINIA

Clerk of the State Corporation Commission
1300 East Main St, 9th Floor
Richmond, Virginia 23219
804-371-9733

State Administrator:
State Corporation Commission
1300 East Main St, 9th Floor
Richmond, Virginia 23219
804-371-9051

SOUTH CAROLINA

Secretary of State
1205 Pendleton St Suite 525
Columbia, South Carolina 29201
803-734-2170

TEXAS

Registrations Unit
Secretary of State
P.O. Box 13193
Austin, Texas 78711-2697
1019 Brazos
Austin, Texas 78701
512-463-5701

WISCONSIN

Franchise Registration
Divisions of Securities
P.O. Box 1768
Madison, Wisconsin 53701
608-261-9140

CANADA

Director of Franchises
Alberta Securities Commission Agency
21st Floor
10025 Jasper Avenue
Edmonton, Alberta T5J 3Z5

Director of Franchises
Ontario Securities Commission
Suite 1903
20 Queen Street, West
Toronto, Ontario MSH 3S8
(416) 593-8314

Director of Franchises
New Brunswick Securities Commission
Suite 300
85 Los Angeles Street
Saint John, New Brunswick A1B 2J2

Office of the Attorney General
Consumer, Corporate, and Insurance
Division
PEI Securities Office
P.O. Box 2000
Charlottetown, Prince Edward Island C1A
7N8
(902) 368-4569

EXHIBIT C

FRANCHISE DISCLOSURE QUESTIONNAIRE

EXHIBIT C

FRANCHISE DISCLOSURE QUESTIONNAIRE

As you know, Stay Salty, LLC ("we," "us" or "Franchisor") and you are preparing to enter into a Franchise Agreement for the operation of a Salty Paws® Franchised Business. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate, or misleading.

Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed our Franchise Agreement and each exhibit and schedule attached to it?

Yes _____ No _____ Your Initials _____

2. Do you understand all the information contained in the Franchise Agreement and each exhibit and schedule attached to it?

Yes _____ No _____ Your Initials _____

If "No," what parts of the Franchise Agreement do you not understand?
(Attach additional pages, if necessary)

3. Have you received and personally reviewed the Disclosure Document we provided to you?

Yes _____ No _____ Your Initials _____

4. Do you understand all the information contained in the Disclosure Document?

Yes _____ No _____ Your Initials _____

If "No," what parts of the Disclosure Document do you not understand?
(Attach additional pages, if necessary)

5. Have you discussed the benefits and risks of operating a Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks?

Yes _____ No _____ Your Initials _____

6. Do you understand that the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, lease terms and other economic and business factors?

Yes _____ No _____ Your Initials _____

7. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a Franchised Business operated by us or our franchisees?

Yes _____ No _____ Your Initials _____

8. Has any employee or other person speaking on our behalf made any statement or promise concerning the Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?

Yes _____ No _____ Your Initials _____

9. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Franchised Business?

Yes _____ No _____ Your Initials _____

10. Has any employee or other person speaking on our behalf made any statement or promise concerning the total amount of revenue a Franchised Business will generate?

Yes _____ No _____ Your Initials _____

11. Has any employee or other person speaking on our behalf made any statement or promise regarding the costs you may incur in operating a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?

Yes _____ No _____ Your Initials _____

12. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes _____ No _____ Your Initials _____

13. Has any employee or other person speaking on our behalf made any statement, promise, or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish you that is contrary to, or different from, the information contained in the Disclosure Document?

Yes _____ No _____ Your Initials _____

14. If you have answered "Yes" to any of questions 7 through 13, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

If you have answered "No" to all of questions 7 through 13, please leave the following lines blank.

15. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and such dealings are solely between you and the Franchisor?

Yes _____ No _____ Your Initials _____

You understand that your answers are important to us and we will rely on them. By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

Franchise Applicant - Signature

Print Name

Date

EXHIBIT D

STATE ADDENDA

EXHIBIT D

STATE LAW ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the Stay Salty, LLC Disclosure Document and will supersede, to the extent then required by applicable state law, certain portions of the Franchise Agreement dated _____, 20____.

I. FRANCHISOR/FRANCHISEE RELATIONSHIP STATUTES (Including Renewal and Termination Rights)

For franchises governed by laws of the following states:

CALIFORNIA, COLORADO, HAWAII, ILLINOIS, INDIANA, IOWA, MARYLAND,
MICHIGAN, MINNESOTA, NEW YORK, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA,
WASHINGTON, WISCONSIN

These states have statutes that may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise:

ARKANSAS	Stat. Section 4-72-201 to 4-72-210
CALIFORNIA	Corporations Code Sections 31000 to 31516
CONNECTICUT	Gen. Stat. Section 42-133e to 42-133h
DELAWARE	Code, Tit. 6, Ch. 25, Sections 2551-2557
HAWAII	Rev. Stat. Section 482E-1 to 482E-12.
ILLINOIS	Rev. Stat. 815. ILCS 705/19 and 705/1 to 705/44
INDIANA	Stat. Sections 23-2-2.5.1 and 23-2-2.5.50
IOWA	Code Sections 523H.1 to H.17
MARYLAND	Business Regulation Code Ann. 14-201 to 14-233
MICHIGAN	Stat. Section 445.1501 to 445.1545
MINNESOTA	Stat. Section 80C.01 to 80C.22
MISSISSIPPI	Code Section 75-24-51 to 75-24-61
MISSOURI	Stat. Section 407.400 to 407-420
NEBRASKA	Rev. Stat. Section 87-401 to 87-414
NEW JERSEY	Stat. Section 56:10-1
NEW YORK	NY Gen. Bus 680 to 695
RHODE ISLAND	Gen. Laws 6-50-1 to 6-50-9
VIRGINIA	Code 13.1-557-57 to 13.1-574
WASHINGTON	Code Section 19.100.01 to 19.100.940
WISCONSIN	Stat. Section 135.01 to 135.065

These and other states may have court decisions that may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise.

In addition,

ILLINOIS Illinois franchisees should note that the conditions under which your franchise can be terminated, and your rights upon non-renewal are governed by Illinois laws, Illinois Compiled status 815 ILCS 709/19 and 709/20.

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

INDIANA Indiana franchisees should note that Indiana Law provides that it is unlawful for a Franchise Agreement to contain certain provisions in the area of required purchases, modification, competition, increases in the price of goods on order termination and non-renewal, covenants not to compete, and limitations on litigation. Indiana law also prohibits franchisors from engaging in certain acts and practices, including coercion, refusing delivery of goods or services, denying the surviving spouse or estate of the Franchisee an opportunity to participate in the ownership of the franchise, unreasonable competition, unfair competition, unfair discrimination among franchisees, and using deceptive advertising.

MINNESOTA law requires that with respect to the franchises governed by Minnesota law, the Franchisor will comply with Minnesota. Statute 80C.14 subdivisions 3, 4, and 5 which require except in certain specific 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.

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

In accordance with Minnesota Rule 2860.4400J, and to the extent required by law, the Disclosure Document and the Franchise Agreement are modified so that the Franchisor cannot require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause.

Pursuant to Minn. Stat. Sec. 80C.12, to the extent required by this Minnesota law, the Franchise Agreement and Item 13 of the Disclosure Document are amended to state that the Franchisor will protect your right to use the primary trademark, service mark, trade name, logotype or other

commercial symbol or indemnify our from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the Franchisor's primary trade name.

All statements in the Disclosure Document and Franchise Agreement that state that Franchisor is entitled to injunctive relief are amended to read: "franchisor may seek injunctive relief" and a court will determine if a bond is required.

Minnesota Rule 2860.4400D prohibits the Franchisor from requiring a Franchisee to assent to a general release. The Disclosure Document and Franchise Agreement are modified accordingly, and to the extent required by law.

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

(Signature of Franchisee)

(Name of Franchisee)

(Title)

RHODE ISLAND Notwithstanding anything in this Agreement to the contrary, all Rhode Island located franchisees will be governed by the Rhode Island Franchise Investment Act.

WASHINGTON If any of the provisions of this Franchise Disclosure Document or the Franchise Agreement are inconsistent with the relationship provisions of R.C.W. 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over inconsistent provisions of the Franchise Disclosure Document and the Franchise Agreement with regard to any franchise sold in Washington.

WISCONSIN Chapter 135, Stats. of the Wisconsin Fair Dealership Law supersedes any provisions of the Franchise Agreement that may be inconsistent with that law.

II. POST-TERM COVENANTS NOT TO COMPETE

For franchises governed by laws of the following states:

CALIFORNIA, CONNECTICUT, HAWAII, ILLINOIS, INDIANA, MARYLAND,
MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND,
SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN

These states have statutes which limit the Franchisor's ability to restrict your activity after the Franchise Agreement has ended.

California Business and Professions Code
Michigan Compiled Laws
Montana Codes

Sections 16,600 to 16.607
Section 445.771 et seq.
SECTION 30-14-201

North Dakota Century Code
Oklahoma Statutes
Washington Code

Section 9-08-06
Section 15-217-19
Section 19.86.030

Other states have court decisions limiting the Franchisor's ability to restrict your activity after the Franchise Agreement has ended.

III. TERMINATION UPON BANKRUPTCY

For franchises governed by laws of the following states:

CALIFORNIA, CONNECTICUT, ILLINOIS, INDIANA, MARYLAND, MICHIGAN,
MINNESOTA, NEW YORK, VIRGINIA, WASHINGTON, WISCONSIN

A provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the franchise may not be enforceable under Title 11, United States Code Section 101.

IV. LIQUIDATED DAMAGES PROVISIONS

The following states have statutes which restrict or prohibit the imposition of liquidated damages provisions:

CALIFORNIA	Civil Code Section 1671
INDIANA	IC 23.2-2.5-2
MINNESOTA	Rule 2860.4400

State courts also restrict the imposition of liquidated damages. The imposition of liquidated damages is also restricted by fair practice laws, contract law, and state and federal court decisions.

For franchises governed by the laws of the state of MINNESOTA, liquidated damage provisions are void.

V. STATE ADDENDUMS

The following are Addendums for Franchises governed by the laws of the respective states as follows:

CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise to be delivered together with the Disclosure Document.

The franchisor, any person or franchise broker in Item 2 of the FDD is not 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. Sec. 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.

The Franchise Agreement may contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement requires binding arbitration. The arbitration will occur in Sussex County, Delaware with the costs being borne by the prevailing party. 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 law of Delaware. This provision may not be enforceable under California law.

Section 31125 of the California Corporation Code requires us to give you a disclosure document, in a form and containing the information that the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

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 §§31 000 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).

OUR URL IS: WWW.SALTYPAWSICECREAM.COM OUR 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

ILLINOIS

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

The governing law or choice of law clause described in the Disclosure Document (including a risk factor on the cover page) and contained in the Franchise Agreement may not be enforceable under Illinois law. This governing law clause shall not be construed to negate the application for the Illinois Franchise Disclosure Act in all situations to which it is applicable.

Item 5 of the Disclosure Document and Section 4.1 of the Franchise Agreement is hereby amended if the Attorney General of Illinois requires the following: to provide that all initial franchise fees are deferred, or alternatively, deposited into escrow, until all Franchisor's pre-opening obligations to franchisee have been met and the franchisee is open for business. This deferral requirement has been imposed by the Illinois

Attorney General’s Office based upon Franchisor’s financial condition. A financial assurance is not required as a condition of registration.

Illinois law requires that the Franchisor give you a copy of the Disclosure Document as registered with the Attorney General together with a copy of all proposed agreements relating to the sale of the franchise before the earlier of:

- 1. 14 days before our execution of a binding Franchise Agreement or other agreement, and
- 2. 14 days before the Franchisor receives any payment from you.

Your rights upon termination and non-renewal of the Franchise Agreement are set forth in Section 19 and Section 20 of the Illinois Franchise Disclosure Act.

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.

STAY SALTY, LLC

FRANCHISEE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

INDIANA

To the extent that Item 17 of the Disclosure Document and Section XVIII of the Franchise Agreement re inconsistent with the Indiana Deceptive Franchise Practice Law, which prohibits a prospective general release of any claims for liability imposed under it, the Indiana Deceptive Franchise Practice Law may supersede such inconsistent terms.

To the extent that Item 17 of the Disclosure Document and Section XXIV and Schedule 8 of the Franchise Agreement are in conflict with Section 2.7-1(9) of the Indiana Deceptive Franchise Practice Law, prohibiting non-competition agreements exceeding 3 years or an area greater than the exclusive area granted in the Franchise Agreement, Indiana law shall prevail.

Section 2.7-1(10) of the Indiana Deceptive Franchise Practice Law, which prohibits limiting litigation brought for breach of the agreement, supersedes items in this Disclosure Document and Franchise Agreement, to the extent that such items are inconsistent with Section 27-1(10) of the Indiana Deceptive Franchise Practice Laws.

MARYLAND

Item 17 of Disclosure Document and Section XXII of the Franchise Agreement requiring that franchisee sign a general release as a condition of purchase/renewal or assignment/transfer, may not be enforceable pursuant to the Maryland Franchise Registration and Disclosure Law, and are amended to the extent required by Maryland law. The requested release shall not apply to any liability under the Maryland Franchise Registration and Disclosure law.

Any provisions of the Disclosure Document or Franchise Agreement that require franchisee to disclaim the occurrence of or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law 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.

Provisions in the Disclosure Document and Franchise Agreement requiring franchisee to file any lawsuit in a court in the State of Delaware may not be enforceable under the Maryland Franchise Registration and Disclosure Law. Franchisees may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Item 17 of the Disclosure Document and Section XXV of the Franchise Agreement are amended accordingly to the extent required by Maryland law.

To the extent that Franchise Agreement requires and the Disclosure Document discloses that a Franchisee must agree to a period of limitations of less than three years, this limitation to a period of less than three years shall not apply to any claims arising under the Maryland Franchise Registration and Disclosure Law.

Item 5 of the Disclosure Document and Sections IX(C) of the Franchise Agreement is amended to provide that the initial franchise fee and any other initial payments are due and payable when all Franchisor's pre-opening obligations to franchisee have been met.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

On the next page is the form of release that will be request of Maryland franchisees as a condition to the franchisor's consent to the transfer of the franchise.

FORM OF RELEASE FOR MARYLAND FRANCHISEES

This Release is made on _____, 20____, between Stay Salty, LLC, a Delaware limited liability company (“Franchisor”) and its officers, directors and agents (“Affiliates”), and _____ (“Franchisee”).

RECITALS

- A.** Franchisor and Franchisee entered into a Franchise Agreement dated _____, 20____ (the “Franchise Agreement”) in which Franchisor granted franchisee the right to located, develop, and operate a Salty Paws® business (the “Franchised business”), and Franchisee assumed obligations to located, develop, and operate the franchised Business.
- B.** As a condition to Franchisor’s consent to the transfer of the Franchised Business, Franchisee is willing to release franchisor from certain obligations arising from the Franchise Agreement and related agreements, and any claims franchisee may have against each Franchisee as described herein.

AGREEMENT

1. RELEASE AND COVENANT NOT TO SUE

Subject to the terms of this Release, and in consideration for the consent described above, Franchisee and the undersigned individual guarantors, if applicable, hereby release and discharge and hold harmless Franchisor, its principals, agents, shareholders, officers, directors, employees, successors, assigns, subsidiaries, and affiliated groups and each of them (“Affiliates”), from any and all losses, claims, debts, demands, liabilities, actions, and causes of action, of any kind, whether known or unknown, past or present, that any of them may have or claim to have against Franchisor or its Affiliates and any of them before or on the date of this release, arising out of or related to the offer, negotiation, execution, and performance of the Franchise Agreement, the operation of the Franchised Business, and all circumstances and representations relating to such offer, negotiation, execution, performance, and operation (collectively, “Released Claims”, except as specifically reserved:

Franchisee and guarantors agree that Released Claims shall specifically not include any claim or potential claims under the Title 14 Sections 14-201 through 14-233 of the Maryland Annotated Code and laws otherwise governing relationships between franchisors and franchisees. Franchisee and guarantors hereby covenant and agree that none of them will bring any action against Franchisor or its Affiliates in connection with any Released Claim.

2. NO ADMISSION

Nothing contained in this Agreement shall be construed as an admission of liability by either party.

3. **NO ASSIGNMENT**

Each party represents and warrants to the other that it has not assigned or otherwise transferred or subrogated any interest in the Franchise Agreement or in any claims that are related in any way to the subject matter of this Release. Each party agrees to indemnify and hold the other fully and completely harmless from any liability, loss, claim, demand, damage costs, expense and attorneys' fees incurred by the other as a result of any breach of this representation or warranty.

4. **ENTIRE AGREEMENT**

This Release embodies the entire agreement between the parties and supersedes any and all prior representations, understandings, and agreements with respect to its subject matter. There are no other representations, agreements, arrangements, or understandings, oral or in writing, and signed by the party against whom it sought to be enforced.

5. **FURTHER ACTS**

The parties agree to sign other documents and do other things needed or desirable to carry out the purpose of this Release.

6. **SUCCESSORS**

This Amendment and Release shall bind and insure to the benefit of the parties, their heirs, successors, and assigns.

7. **GOVERNING LAW; JURISDICTION**

This Release shall be construed under and governed by the laws of the State of Delaware, and the parties agree that the courts of Sussex County, Delaware, shall have jurisdiction over any action brought in connection with it, except to the extent that the Franchise Agreement is governed by the laws or venue provisions of another state.

8. **SEVERABILITY**

If any part of this release is held invalid or unenforceable to any extent by a court of competent jurisdiction, this Release shall remain in full force and effect and shall be enforceable to the fullest extent permitted, provided that it is the intent of the parties that it shall be entire, and if it is not so entire because it is held to be unenforceable, then this Release and the consent given as consideration for it shall be voided by frustration of its purpose.

9. **VOLUNTARY AGREEMENT**

Each party is entering into this Release voluntarily and, after negotiation, has consulted independent legal counsel of its own choice before signing it, is signing it with a full understanding of its consequences, and knows that is not required to sign this Amendment and Release. The parties acknowledge and agree that this Amendment and Release constitutes a release or waiver executed pursuant to a negotiated agreement between a Franchisee and a Franchisor arising after the Franchise Agreement has taken effect and as to which each part is represented by independent legal counsel.

[Signatures on the following page]

Salty Paws® Franchisee

By _____

Its _____

By _____

Its _____

MICHIGAN

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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- A.** A prohibition of the right of a franchisee to join an association of franchisees.
- B.** A requirement that a Franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a Franchisee of rights and protections provided in this act. This shall not preclude a Franchisee, after entering into a Franchise Agreement, from settling any and all claims.
- C.** 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.
- D.** 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 applied only if:
 - 1.** The term of the franchise is less than 5 years; and
 - 2.** 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 6 months advance notice of Franchisor's intent not to renew the franchise.
- E.** 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.
- F.** 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.
- G.** 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:

1. The failure of the proposed transferee to meet the Franchisor's then current reasonable qualifications or standards.
 2. The fact that the proposed transferee is a competitor of the Franchisor or Sub-Franchisor.
 3. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 4. 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.
- H.** 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 bon 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).
- I.** A provision that 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.

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
Lansing, Michigan 48913
Phone: 517/373-7117

MINNESOTA

Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J, may prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

In accordance with Minnesota Rule 2860.440J, and to the extent required by law, the Disclosure Document and the Franchise Agreement are modified so that the Franchisor cannot require a franchisee to waive his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of

the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause.

Pursuant to Minn. Stat. Sec. 80c.12), to the extent required by this Minnesota law, the Franchise Agreement and Item 13 of the Disclosure Document are amended to state that the Franchisor will protect your right to use the primary trademark, service mark, trade name, logotype or other commercial symbol or indemnify us from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the Franchisor's primary trade name.

All statements in the Disclosure Document and Franchise Agreement that state that Franchisor is entitled to injunctive relief are amended to read: "franchisor may seek injunctive relief" and a court will determine if a bond is required.

Minnesota Rule 2860.4400D prohibits the Franchisor from requiring a Franchisee to assent to a general release. The Disclosure Document and Franchise Agreement are modified accordingly, and to the extent required by law.

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

NEW YORK

FRANCHISE DISCLOSURE DOCUMENT

The cover page of the Franchise Disclosure Document will be supplemented with the following inserted at the bottom of the cover page:

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, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 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.

Item 3 of the Franchise Disclosure Document: Add the following:

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, and any person identified in Item 2. The following is added at the end of Item 3:

With regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party 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.

B. No such party has 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.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 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: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party 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 injunctive 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. a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

Item 4 of the Franchise Disclosure Document: Add the following language:

A. Neither the Franchisor, its predecessors, or any person identified in Item 2 filed as an individual or business for protection under the U.S. Bankruptcy Code during the ten-year period immediately before the date of the Disclosure Document:

B. Filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code;

C. Obtained a discharge of its debts under the bankruptcy code; or

D. 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 1 year after the officer or general partner held this position and or company or partnership.

Item 5 of the Franchise Disclosure Document: Add at the end of the last paragraph:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

Item 17. Add 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 proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

The following language replaces the “Summary” section of Item 17(d), titled “Termination by franchisee”: You may terminate the agreement on any grounds available by law.

The following is added to the end of the “Summary” section of Item 17(j), titled “Assignment of contract by franchisor”: 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.

The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum”, and Item 17(w), titled “Choice of law”: 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

NORTH DAKOTA

I. Item 5 is amended by the addition of the following language to the original language:

Refund and cancellation provisions do not apply to franchises operating under the North Dakota franchise Investment Law. If the Company elects to cancel the Franchise Agreement, the Company will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred. This amount may not be more than fifty percent (50%) of the Franchise Fee.

II. Item 5, Note 1, the last paragraph shall be amended to read as follows:

If your Franchise Agreement is terminated, you may be required to continue royalty payments for so long as you or our assignee or successor continues to use our trademarks or systems in any way.

III. Item 6, Note 4, shall be amended to read as follows:

Note 4: You must protect, indemnify, and hold us harmless against any claims or losses arising out of your operation of the franchise business. Each party will bear its own expenses of any litigation to enforce the agreement.

IV. Item 17 is amended by the addition of the following language to the original language:

- A.** A provision is the Franchise Agreement that terminates the Franchise Agreement on the bankruptcy of the franchisee may not be enforceable under Title II, U.S. Code, Section 101.
- B.** The erosion of a general release on renewal, assignment, or termination does not apply to franchises operating under the North Dakota Franchise Investment Law.

- C. The North Dakota Century Code, Section 9-08-06 limits the franchisor's ability to restrict your ability to restrict your activity after the Franchise Agreement has ended.
- D. Under North Dakota law, liquidated damages provisions are void. State courts also restrict the imposition of liquidated damages. The imposition of liquidated damages is also restricted by fair practice laws, contract law, and state and federal court decisions. Thus, the provision requiring you to continue to pay amounts to franchisor if you elect to cancel the agreement may not be enforceable under North Dakota law.

V. Item 17 is amended to read as follows:

PROVISION	FRANCHISE AGREEMENT	SUMMARY
Your obligations on termination non-renewal	FA: XXIV	De-Identification, payment, non-disclosure, non-competition; you continue to pay royalties for so long as you use the trademarks if terminated for breach, unless you abandon the business, abide by post termination covenants, and release and indemnify us.

VI. Item 17: The Choice of Law and Arbitration sections are amended to read as follows:

- A. The Franchise Agreement shall be governed by the laws of North Dakota.
- B. Except as specifically otherwise provided in the Franchise Agreement, all contract disputes that cannot be amicably settled will be determined by arbitration under the Federal Arbitration Act and in accordance with the rules of the American Arbitration Association. Arbitration will take place at an appointed time and place in the county and state in which your franchised business is located. However, nothing in the Franchise Agreement limits or precludes the parties from bringing an action in a court of competent jurisdiction for injunction or other provisional relief as needed or appropriate to compel a party to comply with its obligations or to protect the marks or the company's other property rights.
- C. The Choice of Forum section is amended to delete the following:

Any action will be brought in the state or federal courts in Sussex County, Delaware.

FRANCHISE AGREEMENT

I. Article IX, concerning refunds of initial franchise fees and royalties, is amended to add the following:

Refund and cancellation provisions do not apply to franchisees operating under the North Dakota Franchise Investment Law. If Franchisor elects to cancel this Franchise Agreement, Franchisor shall be entitled to a reasonable fee for its evaluation of

Franchisees and related preparatory work performed and expenses actually incurred. This amount shall be no more than fifty percent (50%) of the franchise fee.

II. Sections XXIII and XXII, relating to termination and transfer, are amended to add the following:

The execution of a general release on renewal, assignment, or termination does not apply to franchises operating under the North Dakota Franchise Investment Law.

III. Section XXIII(H), providing for liquidated damages on termination of the Franchise Agreement, is hereby amended to read as follows:

- h. Pay to Franchisor royalty fees and other ongoing fees, and other amounts Franchisee owes to Franchisor, as though Franchisee were still an active Franchisee, for so long as Franchisee or its assignee or successor continues to use the trademarks in any way. Franchisor is also entitled to all other applicable remedies.

IV. Section XXV is amended to read as follows:

In any action to enforce this Agreement or to seek remedies on default by either party, each party shall bear its own expenses of litigation or enforcement.

V. A. Section XXV is amended to add the following:

THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER TAKE EFFECT ON ACCEPTANCE AND EXECUTION BY THE COMPANY AND SHALL BE INTERPRETED AND CONSTRUED UNDER THE LAWS OF NORTH DAKOTA, EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT 15, U.S.C. SECTIONS 1015, ET. SEQ.).

- B. Section XXV (H) providing for exclusive jurisdiction in Sussex County, Delaware is deleted.
- C. Paragraph XXV to the extent it provides for a limitation of one year on actions under the Franchise Agreement is hereby deleted.
- D. Section XXV to the extent it provides for a waiver of punitive or exemplary damages, and a waiver of jury trial, is deleted.

VI. The Arbitration section shall be deleted and amended to read as follows:

Except as specifically otherwise provided in this Agreement, the parties agree that all contract disputes that cannot be amicably settled shall be determined by arbitration under the Federal Arbitration Act as amended and in accordance with the rules of the American Arbitration Association or any successor thereof. Arbitration shall take place at an appointed time and place in the County and State in which Franchisee's franchised business is located. However, nothing contained herein shall be construed to limit or to preclude the parties from bringing any action in any court of competent

jurisdiction for injunctive or other provisional relief as the parties deem to be necessary or appropriate to compel either party to comply with its obligations hereunder or to protect the marks or other property rights of franchisor.

VII. The Acknowledgement section is amended to add the following:

Franchisee acknowledges that Franchisee received a copy of this Franchise Agreement, the attachments hereto, if any, and agreements relating thereto, if any, at least seven (7) days prior to the date on which this Agreement was executed.

VIII. The Covenants section is amended to add the following:

Covenants not to compete on termination or expiration of the Franchise Agreement are generally unenforceable in the State of North Dakota except in limited instances as provided by law.

RHODE ISLAND

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that:

A provision in a Franchise Agreement restricting jurisdiction of venue to a forum outside this state or requiring the application of the laws of another state are void with respect to a claim otherwise enforceable under this Act.

VIRGINIA

In recognition of the restrictions contained in 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Stay Salty, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17.h.

Under 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 grounds 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.

WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR

FRANCHISEE

This addendum may also be used as a rider to the Franchise Disclosure Document.

EXHIBIT E

OPERATIONS MANUAL TABLE OF CONTENTS



OPERATIONS MANUAL

TABLE OF CONTENTS

ARTICLE I	Welcome to Salty Paws®	1
ARTICLE II	Our Philosophy	3
ARTICLE III	Dog Etiquette and Managing Animal Behavior in Your Shop	9
ARTICLE IV	Approved Products, Kitchen Equipment and Specifications	31
ARTICLE V	Recipes, Product Preparation, Presentation and Packaging	49
ARTICLE VI	Approved Services, Community Give-Back Programs and Events	67
ARTICLE VII	Ordering and Approved Vendors	79
ARTICLE VIII	Inventory Management, Controlling Costs and Pricing	90
ARTICLE IX	Daily Operations and Manager Responsibilities	116
ARTICLE X	Positional Training	132
ARTICLE XI	Cleanliness and Safety Guidelines	168
ARTICLE XII	Hiring and Employee Management Guidelines	179
ARTICLE XIII	Federal Employment Rules and Regulations	198
ARTICLE XIV	Franchisee Obligations	206
ARTICLE XV	POS System and Software	234
ARTICLE XVI	Marketing, Public Relations and Social Media	248
ARTICLE XVII	Administrative and Record Keeping	260
ARTICLE XIX	Glossaries	279

Total Pages in Operations Manual: 281

EXHIBIT F

OPTION AGREEMENT

EXHIBIT F

FRANCHISE OPTION AGREEMENT

This Option Agreement is entered into as of _____, 20____ between Stay Salty, LLC ("Franchisor") and _____ ("Optionee").

1. Grant of Option. Optionee is hereby granted an option to be awarded a Salty Paws® Franchise.
2. Location. Optionee has the exclusive right to enter into a Franchise Agreement during the term of this Option Agreement for a Salty Paws® franchise to be opened within _____ area or _____ miles of the "selected address" listed below. The exact location of the franchise is chosen by Optionee, subject to Franchisor's approval.
3. Option Fee. A non-refundable option payment of \$5,000 is required with the execution of this Agreement. The option payment will be credited towards the Initial Franchise Fee of \$25,000 or \$15,000 for a second franchise and any additional franchises thereafter; if the Franchise Agreement is executed on or before the expiration date of this Agreement. An Optionee must prove financial qualifications and pass the background, credit, and criminal checks generally required of Salty Paws® franchisees and maintain those requirements at the time you exercise this Option. No refund will be paid if the financial qualifications or background check of the owners cannot be met before a franchise is granted.
4. Term. This Option will have a term of six months and begins on the date of this Agreement listed below.
5. Notices. All notices sent by one party to the other must be hand-delivered, sent by registered or certified mail, return receipt requested, or transmitted by facsimile, or sent via electronic means if the sender can verify receipt. They will be addressed to Franchisor at its office as above designated, or at the other address Franchisor designates in writing, and addressed to Optionee at the address Optionee designates in writing. Any notice is deemed given and received, when delivered, if hand-delivered; if sent by facsimile or electronic means, on the next business day after sent; and if mailed, on the third business day following the mailing.
6. Governing Law. This Agreement is valid when executed and accepted by Franchisor and is governed by the laws of the State of Delaware. Sussex County, Delaware will be the venue for any arbitration or litigation. This choice of laws will not affect the scope of the Delaware franchise, business opportunity or related statutes, and nothing in this Agreement will be deemed to extend the scope of application of those laws.

Selected Address _____

Dated _____, 20____

Expiration Date _____

FRANCHISOR:
Stay Salty, LLC

Signed _____

Name _____

Title _____

OPTIONEE:

Signed _____

Name _____

Title _____

Signed _____

Name _____

Title _____

EXHIBIT G

List of Current and Former Franchisees

List of operating franchisees as of December 31, 2021

Franchisee	Address	Telephone Number
Carrie Kreckler	100 Garfield Parkway #5 Bethany Beach, DE 19930	(302) 500-2492
Dianna Scotto	507 East Atlantic Avenue Delray Beach, FL 33483	(561) 265-5362
Michelle Bimle and Robin Nackino	362 Main Street Dunedin, FL, 34698	(727) 303-0870
Donna Kokol	276 96 th Street Stone Harbor, NJ 08247	(610) 299-1584
Jessica Kury	4126 Butler Street Pittsburgh, PA 15201	(412) 251-0294
Mike Griffin	352 Laskin Road Virginia Beach, VA 23451	(757) 233-2792

List of franchisees that have signed a Franchise Agreement but are not yet open for business as of December 31, 2021

Franchisee	City and State	Telephone Number
Ajay Deshpande	Fort Collins, CO	(970) 988-8081
Melissa Mara	Ashbury Park, NJ	(832) 278-9888
Bruce Neely	Westfield, NJ	(908) 407-6804
Karla Shanesy	Philadelphia, PA	(301) 780 -9037

List of the name and last known home address and telephone number of every franchisee who has had their franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during Fiscal Year 2021 or who has not communicated with us within 10 weeks of our application date.

None.

If you buy this Franchise, your contact information may be disclosed to other buyers while you are a franchisee and when you leave the franchise system.

EXHIBIT H

Financial Statements

UNAUDITED BALANCE SHEET DATED APRIL 30, 2022 AND UNAUDITED PROFIT AND LOSS STATEMENT FOR THE PERIOD FROM JANUARY 1, 2022 TO APRIL 30, 2022.

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

9:25 AM

06/08/22

Accrual Basis

Stay Salty LLC
Balance Sheet
 As of April 30, 2022

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
Stay Salty LLC	106,553.34
Total Checking/Savings	106,553.34
Accounts Receivable	
Accounts Receivable	93,758.97
Total Accounts Receivable	93,758.97
Other Current Assets	
Inventory Asset	-49,338.72
Undeposited Funds	35,000.00
Total Other Current Assets	-14,338.72
Total Current Assets	185,973.59
TOTAL ASSETS	185,973.59
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	22,004.22
Total Accounts Payable	22,004.22
Total Current Liabilities	22,004.22
Total Liabilities	22,004.22
Equity	
Members Equity	27,493.29
Opening Balance Equity	83,571.33
Net Income	52,904.75
Total Equity	163,969.37
TOTAL LIABILITIES & EQUITY	185,973.59

12:57 PM

06/07/22

Accrual Basis

Stay Salty LLC
Profit & Loss
January through April 2022

	Jan - Apr 22
Income	
Advertising Fees	4,075.41
Franchise Fee	35,000.00
Royalty Fees	20,377.58
Total Income	59,452.99
Cost of Goods Sold	
Cost of Goods Sold	536.00
Total COGS	536.00
Gross Profit	58,916.99
Expense	
Entertainment	200.60
Gasoline	56.83
Hotels	1,864.32
Legal Fees	3,540.00
Packaging	321.54
Parking	2.00
Shipping	26.95
Total Expense	6,012.24
Net Income	52,904.75

STAY SALTY, LLC
Financial Statements
For the Years Ended December 31, 2021 and 2020
with
Independent Auditor's Report Thereon

STAY SALTY, LLC
TABLE OF CONTENTS

Financial Statements:

Independent Auditor's Report.....	1
Balance Sheets.....	3
Statements of Income.....	4
Statements of Members' Deficit.....	5
Statements of Cash Flows.....	6
Notes to Financial Statements.....	7-10

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INDEPENDENT AUDITORS' REPORT

To the Members of
Stay Salty, LLC
Rehoboth, DE

Opinion

We have audited the accompanying financial statements of Stay Salty, LLC (a Delaware Liability Company), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income, members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Stay Salty, LLC as of December 31, 2021, and 2020 and the results of its operations and its cash flows for the years then ended in accordance with 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 the Financial Statements section of our report. We are required to be independent of Stay Salty, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. 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 Stay Salty, 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, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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 disclosures 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 circumstances, but not for the purpose of expressing an opinion on the effectiveness of Stay Salty, 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 Stay Salty, 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.

Divine, Blalock, Martin & Sellari, LLC

West Palm Beach, FL
May 23, 2022

STAY SALTY, LLC
BALANCE SHEETS
AS OF DECEMBER 31, 2021 AND 2020

<i>Assets</i>		
	<u>2021</u>	<u>2020</u>
Current Assets		
Cash and Cash Equivalents	\$ 83,571	\$ 41,271
Total Current Assets	<u>83,571</u>	<u>41,271</u>
Total Assets	<u>\$ 83,571</u>	<u>41,271</u>
 <i>Liabilities and Members' Deficit</i>		
Current Liabilities		
Deferred Revenue	\$ 82,500	\$ 30,000
Total Current Liabilities	82,500	30,000
Long-Term Liabilities		
Notes Payable - SBA EIDL Loan	119,000	119,000
Total Long-Term Liabilities	<u>119,000</u>	<u>119,000</u>
Total Liabilities	201,500	149,000
Members' Deficit:		
Members' Deficit	<u>(117,929)</u>	<u>(107,729)</u>
Total Members' Deficit	(117,929)	(107,729)
Total Liabilities and Members' Deficit	<u>\$ 83,571</u>	<u>\$ 41,271</u>

The accompanying notes are an integral part of these financial statements .

STAY SALTY, LLC
STATEMENTS OF INCOME
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
Revenue		
Initial Franchise Fees	\$ 187,500	\$ -
Franchise Royalty Fees	39,623	-
Other - SBA EIDL Grant	-	6,000
Total Revenue	<u>227,123</u>	<u>6,000</u>
Operating Expenses:		
Advertising	455	-
Office Expenses	677	-
Franchisee Opening Expenses	961	-
Professional Fees	2,600	-
Training	2,702	-
Ice Cream to go Product	15,899	-
Travel for Openings	644	-
Miscellaneous	885	1,629
Total Operating Expenses	<u>24,823</u>	<u>1,629</u>
Income From Operations	202,300	4,371
Net Income	<u>\$ 202,300</u>	<u>\$ 4,371</u>

The accompanying notes are an integral part of these financial statements.

STAY SALTY, LLC
STATEMENTS OF CHANGES IN MEMBERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

Members' Equity @ January 1, 2020	\$ -
Members' Contribution	139,000
Members' Draw	(251,100)
Net Income	<u>4,371</u>
Members' Deficit @ December 31, 2020	<u><u>\$ (107,729)</u></u>
Members' Draw	(212,500)
Net Income	<u>202,300</u>
Members' Deficit @ December 31, 2021	<u><u>\$ (117,929)</u></u>

The accompanying notes are an integral part of these financial statements.

STAY SALTY, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	\$ 202,300	\$ 4,371
Adjustments to reconcile Net Income (Loss)		
Increase (Decrease) in Operating Liabilities		
Deferred Revenue	52,500	30,000
Total Adjustments	52,500	30,000
Net Cash Provided / (Used) by Operating Activities	254,800	34,371
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	-	-
Net Cash Provided / (Used) By Investing Activities	-	-
CASH FLOWS FROM FINANCING ACTIVITIES		
Loan Proceeds - SBA EIDL	-	119,000
Member Contribution	-	139,000
Members' Draw / Distributions	(212,500)	(251,100)
Net Cash Provided / (Used) by Financing Activities	(212,500)	6,900
NET INCREASE IN CASH AND CASH EQUIVALENTS	42,300	41,271
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	41,271	-
CASH AND CASH EQUIVALENTS AT END OF YEAR	\$ 83,571	\$ 41,271

The accompanying notes are an integral part of these financial statements.

STAY SALTY, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2021

NOTE 1 – BUSINESS ACTIVITY

Stay Salty, LLC was formed in the state of Delaware on October 5, 2018; the Company is in the business of offering franchises to operate a dog ice cream shop that offers a variety of different dog-friendly ice cream flavors along with frozen treats and snacks. Unless otherwise indicated, the terms “we,” “us,” “our,” and “Company” refer to Stay Salty, LLC.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Company’s policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation is incurred rather than when cash is disbursed.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Property and Equipment

Property and equipment are stated at cost. Depreciation and amortization are generally provided using the straight-line method over the estimated useful lives of the related assets which ranges between 3 to 10 years. At December 31, 2021, the Company did not own any fixed assets.

Income Taxes

Certain transactions of the Company may be subject to accounting methods for income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income of the Company reported for federal and state income tax purposes may differ from net income in these financial statements.

As a limited liability company, income or loss of the Company is allocated to the members. No provision for federal or state income taxes is necessary because any income or loss is includable in the tax returns of the individual members. Local income taxes, if any, are paid by the Company. The Company was not subject to any local income taxes for the period ended December 31, 2021.

The Company’s tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes, the tax returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

The Company accounts for uncertain tax positions in accordance with ASC 740-10, *Accounting for Uncertainty in Income Taxes*. ASC 740-10 prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740-10 also provides guidance on de-recognition, classification, interest and penalties, and disclosure and transition accounting. The Company has concluded that no liability for uncertain tax positions is required at December 31, 2021.

Concentrations of Credit Risk

The Company maintains cash in bank and deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

STAY SALTY, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Revenue Recognition

The Company's revenue recognition policies are in compliance with accounting standards ASC Topic 606, *Revenue from Contracts with Customers*. The new guidance includes the following five-step revenue recognition model:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

In 2020, the Financial Accounting Standards Board (FAB) issued Accounting Standards Update (ASU), *Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient*. This new practical expedient will allow franchisors that are not public business entities to account for pre-opening services provided to a franchise as a single performance obligation in the services are in line with the services listed within the guidance, and they meet certain other conditions.

The Company recognizes franchise royalties and system advertising on a monthly basis, which are generally based upon a percentage of sales made by the Company's franchises, when they are earned and deemed collectible.

The following services are provided by the Company prior to the opening of a franchised location:

- Development of a custom local affiliate website for your franchise housed within our national website that will include access to our intranet system which provides ongoing news bulletins and templates for advertising materials to support your business.
- Webserver setup for your website that may provide you with editing ability to promote local specials or events.
- Access to a self-study program (and related materials) to be completed prior to attending our initial training program.
- Copy of our proprietary operations manual.
- Comprehensive ten-day training program at our corporate headquarters and up to five days of assistance and guidance at your location for either pre-opening or grand opening assistance.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Company's management include, but are not limited to, allowances for doubtful accounts and contracts receivable, the allowance for losses on contracts in process and the percentage of completion on uncompleted contracts. Actual results could materially differ from those estimates.

STAY SALTY, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Fair Value of Financial Assets and Liabilities

We measure and disclose certain financial assets and liabilities at fair value. ASC Topic 820, Fair Value Measurements and Disclosures, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We utilize the active market approach to measure fair value for our financial assets and liabilities. We report separately each class of assets and liabilities measured at fair value on a recurring basis and include assets and liabilities that are disclosed but not recorded at fair value in the fair value hierarchy.

Recently Issued and Adopted Accounting Pronouncements

The Company's management has evaluated recently issued accounting pronouncements through the date of this report and concluded that they will not have a material effect on the financial statements as of December 31, 2021.

In February 2016, the FASB issued a new accounting standard on leases. The new standard, among other changes, will require lessees to recognize a right-of-use asset and a lease liability on the balance sheet for all leases. The lease liability will be measured at the present value of the lease payments over the lease term. The right-of-use asset will be measured at the lease liability amount, adjusted for lease prepayments, lease incentives received and the lessee's initial direct costs (e.g., commissions). The new standard is effective for annual reporting periods beginning after December 15, 2022, including interim reporting periods within those annual reporting periods. The adoption will require a modified retrospective approach for leases that exist or are entered into after the beginning of the earliest period presented. The Company is currently evaluating the impact of this new accounting standard on its consolidated financial position and results of operations.

The Company does not believe that any other recently issued but not yet effective accounting pronouncements, if adopted, would have a material effect on the accompanying consolidated financial statements.

NOTE 3 – DEFERRED REVENUE

Deferred revenue represents initial franchise sales for which substantially all the services to be provided by the Company have not yet been performed. The amount deferred as of December 31, 2021 and 2020 was \$82,500 and \$30,000.

STAY SALTY, LLC
NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

NOTE 4 - NOTE PAYABLE – EIDL LOAN

On July 21, 2020 the Company received an Economic Injury Disaster Loan through the SBA pursuant to the Coronavirus Air, Relief and Economic Security Act (“Cares Act”) of \$119,000. The note payable has interest of 3.75%, which will accrue from the date received. Payments will be made in 360 monthly principal and interest payments in the amount of \$580 beginning 24 months from the date of the note. Effective March 31, 2022, the SBA has extended the payment deferral to 30 months from the date of the note for existing COVID-19 EIDL borrowers. (January 21, 2023 for Stay Salty)

The maturity of the note payable for the five years following December 31, 2021 and thereafter is as follows:

2022	\$	-
2023		6,960
2024		6,960
2025		6,960
2026		6,960
Thereafter		91,160
	\$	<u>119,000</u>

NOTE 5 - RECLASSIFICATIONS

Certain balances from the 2020 financial statements have been reclassified to conform to the 2021 financial statement presentation. Such reclassifications had no effect on the previously reported net income for the year ended December 31, 2020.

NOTE 6 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through May 23, 2022, the date which the financial statements were available to be issued and nothing has occurred that would require disclosure.

STAY SALTY, LLC
Financial Statements
For the Year Ended December 31, 2020
with
Independent Auditor's Report Thereon

STAY SALTY, LLC
Financial Statements
For the Period Ended December 31, 2019
with
Independent Auditor's Report Thereon

STAY SALTY, LLC
TABLE OF CONTENTS

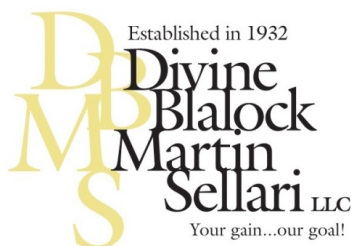
Financial Statements:

Independent Auditor's Report.....	1
Balance Sheet as of December 31, 2019.....	3
Statement of Operations for the period ended December 31, 2019.....	4
Statement of Member's Equity for the period ended December 31, 2019.....	5
Statement of Cash Flows for the period ended December 31, 2019.....	6
Notes to Financial Statements for the period ended December 31, 2019.....	7-10

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INDEPENDENT AUDITOR'S REPORT

To the Members of
Stay Salty, LLC
Rehoboth, DE

We have audited the accompanying financial statements of Stay Salty, LLC, which comprise the balance sheet as of December 31, 2019, and the related statements of operations, member's equity, and cash flows for the period then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Stay Salty, LLC as of December 31, 2019, and the results of its operations and its cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America.

Divine, Blalock, Martin & Sellari, LLC

West Palm Beach, FL
February 11, 2020

STAY SALTY, LLC
BALANCE SHEET
December 31, 2019

ASSETS

Current assets:

Cash and cash equivalents	\$ <u>572</u>
Total current assets	<u>572</u>
Total assets	<u><u>\$ 572</u></u>

LIABILITIES AND MEMBER'S EQUITY

Current liabilities:

Accrued expenses	\$ <u>-</u>
Total current liabilities	-

Member's equity:

Member's equity	<u>572</u>
Total member's equity	<u>572</u>
Total liabilities and member's equity	<u><u>\$ 572</u></u>

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

STAY SALTY, LLC
STATEMENT OF OPERATIONS
For the Period Ended December 31, 2019

Revenues:

Franchise fees	\$ -
Royalties	<u>-</u>
Total revenues	-

Operating expenses:

General and Administration	<u>28</u>
Total operating expenses	<u>28</u>
Loss from operations	<u>28</u>
Net loss	<u><u>\$ 28</u></u>

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

STAY SALTY, LLC
STATEMENT OF MEMBER'S EQUITY
For the Period Ended December 31, 2019

	Total Member's <u>Equity</u>
Balance, Beginning of Period	\$ -
Member Contributions	25,100
Member Withdrawals	(24,500)
Net income (loss)	<u>(28)</u>
Balance, December 31, 2019	<u>\$ 572</u>

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

STAY SALTY, LLC
STATEMENT OF CASH FLOWS
For the Period Ended December 31, 2019

Cash flows from operating activities:	
Net (loss)	\$ (28)
Adjustments to reconcile net income to net cash used in operating activities:	
Changes in operating assets and liabilities:	
Accounts payable	<u>-</u>
Net cash used in operating activities	<u>-</u>
Cash flows used in investing activities:	
Fixed assets purchase	<u>-</u>
Cash flows used in investing activities	-
Cash flows from financing activities:	
Member contributions	25,100
Member withdrawals	<u>(24,500)</u>
Net cash provided by financing activities	<u>600</u>
Net increase in cash and cash equivalents	572
Cash and cash equivalents at beginning of period	<u>-</u>
Cash and cash equivalents at end of period	<u><u>\$ 572</u></u>

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

STAY SALTY, LLC
NOTES TO FINANCIAL STATEMENTS
For the Period Ended December 31, 2019

NOTE 1 – BUSINESS ACTIVITY

STAY SALTY, LLC was formed in the state of Delaware on October 5, 2018; the Company is in the business of offering franchises to operate a dog ice cream shop that offers a variety of different dog-friendly ice cream flavors along with frozen treats and snacks. Unless otherwise indicated, the terms “we,” “us,” “our,” and “Company” refer to STAY SALTY, LLC.

The Company is in its initial start-up phase and is currently in the process of acquiring franchisees to operate in various states.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Company’s policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when received, and expenses are recognized when the obligation is incurred rather than when cash is disbursed.

Use of Estimates

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

Revenue Recognition

The company may receive an initial franchise fee from each franchise sale and will receive continuing royalty fees from operating franchises over the life of the franchise. Initial franchise fees are recognized as revenue when all material services or conditions relating to the sale has been substantially performed or satisfied. Continuing royalty fees are considered earned when they become due from the franchisee.

Concentrations of Credit Risk

The Company maintains cash in bank and deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Cash and Cash Equivalents

The Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

Long-Lived Assets

The Company reviews long-lived assets to be held and used by an entity for impairment whenever changes in circumstances indicate that the carrying amount of an asset may not be recoverable. As there are no owned assets for the period ended December 31, 2019, no impairment of the carrying values of its long-lived assets existed at December 31, 2019. There can be no assurance, however, that demands for the Company’s products or market conditions will not change which could result in impairment losses in the future.

Property and Equipment

Property and equipment are stated at cost. Depreciation and amortization are generally provided using the straight-line method over the estimated useful lives of the related assets which ranges between 3 to 10 years. At December 31, 2019, the Company did not own any fixed assets.

STAY SALTY, LLC
NOTES TO FINANCIAL STATEMENTS
For the Period Ended December 31, 2019

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Income Taxes

As a limited liability company, income or loss of the Company is allocated to the members. No provision for federal or state income taxes is necessary because any income or loss is includable in the tax returns of the individual members. Local income taxes, if any, are paid by the Company. The Company was not subject to any local income taxes for the period ended December 31, 2019.

The Company accounts for uncertain tax positions in accordance with ASC 740-10, *Accounting for Uncertainty in Income Taxes*. ASC 740-10 prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. ASC 740-10 also provides guidance on de-recognition, classification, interest and penalties, and disclosure and transition accounting. The Company has concluded that no liability for uncertain tax positions is required at December 31, 2019.

The Company's tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes, the tax returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

Use of Estimates in the Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP"). The preparation of these financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by the Company's management include, but are not limited to, allowances for doubtful accounts and contracts receivable, the allowance for losses on contracts in process and the percentage of completion on uncompleted contracts. Actual results could materially differ from those estimates.

Fair Value of Financial Assets and Liabilities

We measure and disclose certain financial assets and liabilities at fair value. ASC Topic 820, Fair Value Measurements and Disclosures, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

We utilize the active market approach to measure fair value for our financial assets and liabilities. We report separately each class of assets and liabilities measured at fair value on a recurring basis and include assets and liabilities that are disclosed but not recorded at fair value in the fair value hierarchy.

STAY SALTY, LLC
NOTES TO FINANCIAL STATEMENTS
For the Period Ended December 31, 2019

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued

Recently Issued and Adopted Accounting Pronouncements

The Company's management has evaluated recently issued accounting pronouncements through the date of this report and concluded that they will not have a material effect on the financial statements as of December 31, 2019. However, for purpose of financial reporting the Company has elected early adoption of Accounting Standards Update No. 2014-10, issued June 10, 2014, which removes the definition of a development stage entity from ASC Topic 915 and all distinction between development stage entities and other reporting entities under GAAP. As a result, we no longer report financial results showing inception to date.

In May 2014, the FASB issued a new accounting standard that attempts to establish a uniform basis for recording revenue to virtually all industries financial statements, under U.S. GAAP as amended in March 2016 and April 2016. The revenue standard's core principle is built on the contract between a vendor and a customer for the provision of goods and services. It attempts to depict the exchange of rights and obligations between the parties in the pattern of revenue recognition based on the consideration to which the vendor is entitled. In order to accomplish this objective, companies must evaluate the following five basic steps: (i) identify the contract with the customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, and (v) recognize revenue when (or as) the entity satisfies a performance obligation. There are three basic transition methods that are available - full retrospective, retrospective with certain practical expedients, and a cumulative effect approach. Under the third alternative, an entity would apply the new revenue standard only to contracts that are incomplete under legacy U.S. guidance at the date of initial application and recognize the cumulative effect of the new standard as an adjustment to the opening balance of retained earnings. Prior years would not be restated and additional disclosures would be required to enable users of the financial statements to understand the impact of adopting the new standard in the current year compared to prior years that are presented under legacy U.S. guidance.

The Company does not believe that the adoption of this new accounting standard to have a material impact on its consolidated financial position and results of operations.

In February 2016, the FASB issued a new accounting standard on leases. The new standard, among other changes, will require lessees to recognize a right-of-use asset and a lease liability on the balance sheet for all leases. The lease liability will be measured at the present value of the lease payments over the lease term. The right-of-use asset will be measured at the lease liability amount, adjusted for lease prepayments, lease incentives received and the lessee's initial direct costs (e.g. commissions). The new standard is effective for annual reporting periods beginning after December 15, 2018, including interim reporting periods within those annual reporting periods. The adoption will require a modified retrospective approach for leases that exist or are entered into after the beginning of the earliest period presented. The Company is currently evaluating the impact of this new accounting standard on its consolidated financial position and results of operations.

The Company does not believe that any other recently issued but not yet effective accounting pronouncements, if adopted, would have a material effect on the accompanying consolidated financial statements.

STAY SALTY, LLC
NOTES TO FINANCIAL STATEMENTS
For the Period Ended December 31, 2019

NOTE 3 – MEMBERS' EQUITY

During the period ended December 31, 2019, the Company's member contributed \$25,100 and withdrew \$24,500.

NOTE 4 – SUBSEQUENT EVENTS

The Company has evaluated subsequent events through February 11, 2020, the date which the financial statements were available to be issued. Subsequent to December 31, 2019 and prior to February 11, 2020, the Company's member has contributed approximately \$80,000 to cash and cash equivalents.

GARY B. SELLARI, CPA/PFS, MSM
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BARBARA AHEARN-DUNN, EA
JACQUELINE CARTIER, EA
MARY ELIAS, CFP®, CFE, CMA
ANTHONY J. SELLARI, EA

Established in 1932

Divine
Blalock
Martin
Sellari LLC

Your gain...our goal!

Certified Public Accountants and Consultants

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West Palm Beach, FL 33409

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info@dbmscpa.com

MEMBERS

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

WILBUR F. DIVINE, III, CPA (1896-1964)
WILBUR F. DIVINE, IV, CPA (1925-1989)
JAMES A. BLALOCK, CPA (1914-1996)
G. MICHAEL MARTIN, CPA (1945-2014)

*REGULATED BY THE STATE OF FL
**REGULATED BY THE STATE OF FL AND
THE STATE OF TN
***REGULATED BY THE STATE OF FL
AND THE STATE OF NY
****REGULATED BY THE STATE OF WI
*****REGULATED BY THE STATE OF NJ

CONSENT OF ACCOUNTANT

Divine, Blalock, Martin & Sellari, LLC hereby consents to the use in the Franchise Disclosure Document issued by Stay Salty, LLC (the "Franchisor") on March 18, 2020, as it may be amended, of our report dated February 11, 2020 relating to the audited financial statements of the Franchisor for the period ending December 31, 2019.

Divine, Blalock, Martin & Sellari, LLC

By: Dustan Brown CPA
Dustan Brown, CPA

Date: 3/26/2020

EXHIBIT I

State Effective Dates

STATE EFFECTIVE DATES

The following States 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	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

EXHIBIT J

Receipts

RETURN THIS SIGNED COPY TO THE FRANCHISOR

**ACKNOWLEDGEMENT OF RECEIPT FOR FDD
Franchise Disclosure Document [FDD]
STAY SALTY, LLC**

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF **STAY SALTY, LLC** OFFERS YOU A FRANCHISE, IT MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE.

IF **STAY SALTY, LLC** DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL LAW AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE APPROPRIATE STATE AGENCY AS IDENTIFIED ON EXHIBIT B OF THIS DISCLOSURE DOCUMENT.

Stay Salty, LLC's franchise sellers are: Suzanne Tretowicz and Brian Smith at 43 Rehoboth Avenue, Rehoboth Beach, DE 19971, (484) 667-7122.

Issuance Date: June 7, 2022

I received a Salty Paws® Disclosure Document dated June 7, 2022 that included the following Exhibits:

- A Franchise Agreement with attached Schedules
- B List of State Agencies and Regulators
- C Franchise Disclosure Questionnaire
- D State Addenda
- E Operations Manual Table of Contents
- F Option Agreement
- G List of Franchisees
- H Financial Statements
- I State Effective Dates
- J Receipts

Date

Recipient/Franchise Applicant

RETURN THIS SIGNED FORM TO THE FRANCHISOR. Mail to: Stay Salty, LLC, 43 Rehoboth Avenue, Rehoboth Beach, DE 19971. Email to: Suzanne@SaltyPawsIceCream.com

APPLICANT COPY

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